REGULAR TOWN COUNCIL MEETING

Monday, June 22, 2020 @ 7:00pm
Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of Minutes
   Work Session Minutes of June 1, June 8, June 15, June 16, 2020
   Regular Council Meeting Minutes of June 8, 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
      *** Report - Northern Shen Valley Regional Comm Executive Director Brandon Davis**
   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 for Cable for Leach Run Parkway
   B. COUNCIL REFER TO PLANNING COMMISSION – Blighted Buildings on Non-Conforming Lots
   C. COUNCIL APPROVAL – Contract for On-Call Civil Engineering
   D. COUNCIL APPROVAL – Award for Asphalt Repairs

8. **PUBLIC HEARING –** An Ordinance to Amend Chapter 16 – Industrial Development Authority *(1st Reading)*

9. **COUNCIL APPROVAL** – Re-solicit Purchase of Chemicals for Water/Wastewater Plants

10. **COUNCIL APPROVAL** – Resolution of Appreciation for William "Willie" Huck

11. **COUNCIL APPROVAL** – Joint Tourism Option Between County and Town

12. **CLOSED MEETING** - Personnel and EDA Lawsuit

4

TOWN COUNCIL WORK SESSION

Monday, June 1, 2020 at 7:00 P.M.
Online via WebEx

1. Local Allocation for Federal Coronavirus Aid Relief and Economic Security – Interim Town Manager Tederick expressed his excitement that the Town would be receiving between $1 - $1.5 Million from Warren County through the Federal CARES Act. He explained that the funds can be used for expenses not covered by FEMA as well as for economic recovery and delinquent utility bills. Town Finance Director Wilson added that the funds must be used by December 31, 2020.

   Mayor Tewalt informed Council that in a meeting attended by Vice Mayor Sealock and himself, County officials recommended splitting the total funds in half and using $1.7 million for a joint economic recovery plan to help small businesses and splitting the remaining $1.7 million between Town and County to be allocated however they choose. They also recommended using $60,000 off the top to aid the Chamber of Commerce.

   Councilman Gillispie stated that he would like to see funds come straight to the town to administer, noting his agreeance in allocating $30,000 for the Chamber. He expressed his belief that the majority of the money should go to help small businesses.

   Councilman Thompson questioned if the Town could administer the funds themselves or needed to go through a third party. Councilman Gillispie asked which third party the County would be using for distribution. Vice Mayor Sealock explained that either the Front Royal/Warren County EDA or the Chamber of Commerce should be used as the third party. He added that in his meeting with the County, he explained that the Town already had a plan for economic recovery that is 'ready to go.' Councilman Thompson expressed her desire to be able to see the numbers proposed by the County before making an official decision.

   Councilman Gillipsie requested the Town Attorney 'weigh in.' Mr. Napier explained that he would need to take a deeper look at the formal wording of the CARES Act, but his initial assessment was that what the Board of Supervisors was suggesting is not legal. Mayor Tewalt stated that all the CARES Act funding had already been distributed to the County. Mr. Napier noted that the County has a legal requirement to share those funds.

   Councilman Cockrell asked if there was another option. Councilman Thompson suggested Council table the discussion until the proper numbers and documentation from the County was presented to them. Vice Mayor Sealock requested Town Staff meet with County Administrator, Doug Stanley, to discuss the plan. Mr. Tederick said he was happy to schedule the meeting and admitted this was the first he was hearing of the proposal.

   Councilman Holloway reminded Council the Town already has a good economic recovery plan in place. Councilman Cockrell stated her reluctance to give the County any answer until Council had seen all the options. She added that Small Businesses located in the Town pay taxes to both the Town and the County so the County should include them in their recovery plan. Councilman Meza

stated his understanding of the benefits of using one process but that the Town is already set in a direction for recovery.

Mayor Tewalt added that the County could use the EDA as its third-party distributor while the Town would use the Chamber of Commerce. He suggested tabling the discussion further. Council agreed. He also requested he be present for the meeting between Town and County Staff.

2. Continued Discussion of Local Economic Recovery – Councilman Meza suggested the Town move forward with their Economic Recovery Plan. Councilman Thompson asked if the Town could still use a third party if they start now. Mr. Wilson explained that the suggestion through the CARES Act is to use a third party to distribute relief to businesses but that relief for delinquent utility accounts might be the exception. Mr. Tederick added that the Town should use a third party for transparency and an unbiased view.

   Councilman Meza asked if the third party could be a board of citizens. Mr. Wilson explained that a board would need the ability to accept funds and then distribute them. Mr. Napier added that the Virginia Constitution states that local governments are prohibited from lending aid to private entities but can make gifts and grants to non-profits – specifically Chambers of Commerce.

   Councilman Cockrell mentioned citizen feedback she had received about concerns for taking funds from the Towns reserves that would negatively impact services or increase taxes in the future. She added that if she knew the money from the CARES Act would be coming back to the Town she would be prepared to move forward.

   Mr. Tederick reminded Council that their economic recovery plan included the distribution of $1 million to Town businesses verses the distribution of $1.7 million to BOTH town and County businesses.

   Councilmen Meza and Gillispie both stated their belief that the Town should move forward with their Economic Recovery Plan as soon as possible. Mr. Wilson agreed that by the time Town Staff would be ready to cut their first check they should have received the funds from the County.

3. Town EDA Discussion – Councilman Gillispie opened by stating that the Front Royal/Warren County EDA brand is hugely damaged and will have a hard time attracting businesses in the future He added that if the Town 'buys back' into the EDA they could become responsible for their debts. Councilman Meza explained that a Town EDA would give the ability to buy some of the blighted buildings, clean them up, and get them ready for businesses. He stated there are more advantages than disadvantages, with minimal cost, if any, to the Town. He closed by saying that the Town has already laid the groundwork but just needs to take the next steps.

   Mr. Tederick presented an outline of dates to create a Town EDA by July 1st. The first notice would have to go out on June 3rd. Council all agreed to move forward.

4. Chamber of Commerce Request for Funding – The Chamber of Commerce requested $5,000 per month through the end of the year for a total of $30,000 from the town for operating expenses. They were unable to hold their largest fundraiser, The Virginia Wine and Craft Festival, due to COVID-19. Mr. Tederick recommended the Town use a portion of the CARES Act funding as the first option to aid the Chamber of Commerce. No Chamber members were present for the discussion.

   Councilman Thompson explained she had many questions and wished to speak with a member of the Chamber before deciding. Councilman Meza stated his approval of lending the Chamber aid. He added that their events benefit the entire town. Council requested they hold a work session immediately following their next regular meeting in order to have a discussion with a Chamber representative. Councilman Meza suggested Council approve $5,000 for the first month and make a decision about the rest of the year after their meeting.

5. NSVRC Non-Elected Representative Term Expires – Mr. Tederick explained that the non-elected representative for the NSVRC position is currently vacant. He recommended Interim Planning and Zoning Director, Chris Brock, be appointed until a new Director is hired. Council agreed.

6. Closing Drive-Thru on Saturdays – Mr. Wilson presented Council with an outline of total payments received through the Drive-thru on Saturdays. The number has decreased significantly since 2013 and he believes Town Finance Staff could better utilize their time during the week. Councilman Cockrell stated that she believes in what is most convenient for citizens. Councilman Thompson added that the drop box is open 24/7 so she saw no issue in closing the drive-thru on Saturdays. Councilman Gillispie agreed. Mr. Tederick said he would have Town Staff put out a public notice.

7. 2020 FR 5, 6, & 7 Basins Manhole Frame & Cover Replacements – Mr. Wilson explained that as part of the DEQ Consent Order and in order to move forward with correcting the Town's inflow and infiltration abatement he recommended Council move forward with the project. He noted that funds could be used out of the fund balance and then reimbursed through financing. Mayor Tewalt asked Town Staff to add the project to the Agenda for the next Council Meeting.

   Additional Discussion – Councilman Cockrell questioned if there was a plan in place for the continued weekend closing of Main Street. Mr. Tederick explained that the current process has required Family Fun Day Inc to pull a special even permit to allow the street closure. He recommended Council grant the Town Manager the authority to close streets during a pandemic, as necessary. This would allow him to authorize the Main Street closure through the end of fall without the need for a special event permit. Mr. Tederick also commended the Towns Public Works Department for their assistance in the set-up and clean-up over the weekend.

   Councilman Cockrell added that it would be helpful for businesses to know the timeline so they can better prepare. Councilman Thompson questioned if Council could vote on the dates of

closure so 'then it's done.' Mr. Tederick noted that the Towns Legal Department recommended adding it to the consent agenda for an official vote.

8. Closed Meeting – Bond Repayment

Councilman Cockrell moved, seconded by Councilman Gillispie, that Council convene and go into Closed Meeting for the following purposes concerning the motion to discuss or consider a bond repayment resolution regarding recent large scale construction the Town has been involved in, under the following provisions of the Freedom of Information Act:

(1) The investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the Town would be adversely affected, pursuant to Section 2.2-3711. A. 6. of the Code of Virginia.

(2) The award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an Open Meeting would adversely affect the bargaining position or negotiating strategy of Town Council, pursuant to Section 2.2- 3711. A. 29. of the Code of Virginia.

(3) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual litigation, where such consultation or briefing in Open Meeting would adversely affect the negotiating or litigating posture of Town Council pursuant to Section 2.2-3711. A. 7. of the Code of Virginia.

(4) Consultation with legal counsel employed Town Council regarding specific legal matters requiring the provision of legal advice by such counsel, pursuant to Section 2.2-3711. A. 8. 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 Gillispie moved, seconded by Councilman Holloway that Council certify that to the best of each member's knowledge, as recognized by each Council member's affirmative vote, that only such public business matters lawfully exempted from Open Meeting requirements under the Virginia Freedom of Information Act as were identified in the motion by which the Closed Meeting was convened were heard, discussed or considered in the Closed Meeting by Council, and that the vote of each individual member of Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.

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

Mayor adjourned the work session at 8:51 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
Minutes Written by Mary Ellen Lynn Deputy Clerk of Council

Councilman _____ moved, seconded by Councilman _____ approved the Work Session Meeting minutes of June 1, 2020 on June 22, 2020.

The regular meeting of the Town Council of the Town of Front Royal, Virginia was held on June 8, 2020, in the Warren County Government Center with the Pledge of Allegiance and a Moment of Silence led by the Mayor.

ROLL CALL for MAYOR/TOWN COUNCIL

PRESENT: 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 Gillispie moved, seconded by Councilman Meza to approve the Regular Council Meeting Minutes of May 26, 2020 and Work Session Minutes of May 18, 21 and 27, 2020, as presented

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

RECEIPT OF PETITIONS AND/OR CORRESPONDENCE FROM THE PUBLIC

Bruce Rappaport, 300 W. Main Street, voiced concerns regarding: 1) the Town forming their own Economic Development Authority (EDA) noting why citizens should pay for two, reminding them the Town and County already have an EDA and encouraged Council to work together with them; 2) the relinquishment of management responsibility of the Town's tourism dollars; 3) weekend street closures that he feels should be the new Town Manager's responsibility; 4) contingency funds reserves; 5) questioned whether the slip lane for Sheetz contained an island.

Linda Allen, 15 Massie Street, voiced concerns regarding the proposed budget: 1) Tourism was cut from the budget and was not replaced; 2) increased revenue in some 2021 budget lines as being fictional.

Alisa Carson – showed pictures and voiced concern over various political leaders attending an inappropriate event at the non-profit Beer Museum owned by David Downes. She asked for a public apology.

Stevie Hubbard – thanked everyone including Mike McCool, David Downes, Chief of Police and Mr. Tederick, for supporting their event over the weekend (Front Royal Unites March/ Protest/Rally). She introduced Samuel Porter, Director of Communications for Front Royal Unites. Mr. Porter advised that *"Front Royal Unites' mission was to eradicate white supremacy believing silence is complicit and justices against minority groups must stop; from the courthouse to the schoolhouse bridges must be built not burned down. We want to insure that regardless of your complexion you are not feared, you feel safe and you get equal footing. Together we are united and together we are Front Royal."* He noted that Friday, June 5, 2020 Front Royal Unites had a March, Protest and Rally that attracted about 1,500 people and was one of the largest demonstrations in the history of Front Royal. He thanked Chief of Police Magalis, the Front Royal Police Department, Interim Town Manager Tederick and Council for their support with hopes to work again with them in the future.

REPORTS

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

Interim Town Manager Tederick gave out the Star of the Month Award to Officer William Lawson for February/March 2020.

b. Requests and inquiries of Council members

Councilman Thompson advised Council of two events that the Town and County were working on together. The first one was the Joint Tourism Advisory Committee Meeting that was held this week and noted that they are moving forward with a plan. The second one is the Front Royal Unites March on Friday, June 5, 2020.

Councilman Cockrell thanked all of Town Staff who were working from home and now has had to return. She thanked Ms. Hubbard and Mr. Porter for coming tonight and that she too attended the March on June 5 where she thanked Councilman Thompson for speaking at the March.

Councilman Holloway also attend the March. He noted that there were great speakers including Ms. Hubbard's daughter. He advised that it was nice peaceful March and looks forward to future activities.

Councilman Meza noted that he was glad to have Council back together in open meetings. He clarified that there was $225,000 in budget for Tourism. He voiced concern over the pictures that were shown from Ms. Carson earlier and noted that there were some events downtown last weekend that he deemed inappropriate and therefore does not support them.

c. Report of the Mayor – Mayor Tewalt agreed that he was glad to see Council back together again. He explained about Ms. Carson's concerns earlier. He advised that he was asked to attend a ribbon cutting on Friday at the Beer Museum. He continued that he did not drink beer, but he did receive a tour and cut the ribbon taking about 45 minutes. He noted that he did not know where the pictures came from. He apologized to those he may have offended.

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

CONSENT AGENDA ITEMS –

COUNCIL APPROVAL – Bid – Various Grades of Stone
Council approved and awarded 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.

COUNCIL APPROVAL – Bid – Various Grades of Asphalt
Council approved and awarded 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

COUNCIL APPROVAL – Bid for Various Treatment Chemicals for Water/Wastewater Plants
Council approved and awarded 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.

COUNCIL APPROINTMENT – Non-Elected Representative to NSVRC – Brock
Council appointed 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.

COUNCIL APPROVAL – Resolution – Repayment of Wastewater Treatment Plant Bond
Council approved 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.

COUNCIL APPROVAL – Authorize the Town Manager to Close Streets
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, Town Council authorized 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.

Councilman Holloway moved seconded by Councilman Meza to approve the Consent Agenda as presented.

COUNCIL APPROVAL – Ordinance Amendment to Town Code Section 158-6 Pertaining to Adoption by Reference of the State Motor Vehicular Laws *(2nd Reading)*

Clerk of Council Presley read the 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.*

Councilman Cockrell moved seconded by Councilman Holloway 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.

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

COUNCIIL APPROVAL – Ordinance Amendment to Town Code Chapter 12 and Chapter 175-137 Regarding Fees *(2nd Reading)*

Clerk of Council Presley was not asked to read the summary.

Councilman Gillispie moved seconded by Councilman Meza 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.

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

COUNCIIL APPROVAL – Ordinance Amendment to Town Code Chapter 134 Pertaining to Water and Sewer Rates *(2nd Reading)*

Clerk of Council Presley was not asked to read the summary.

Councilman Meza moved seconded by Councilman Holloway 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.

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

COUNCIL APPROVAL – FY20-21 Annual Appropriation Ordinance *(2nd Reading)*

Clerk of Council Presley was not asked to read the summary.

Councilman Meza moved seconded by Councilman Gillispie 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.

There were not comments from Council.

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

COUNCIL APPROVAL – FY21 Budget Transfer for Contingency Reserves

Clerk of Council Presley read the 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**

Councilman Holloway moved, seconded by Meza that Council approve the FY21 budget transfers, as presented.

Councilman Cockrell confirmed that the contingencies could be added back in if there were no shortfalls in revenue. Councilman Meza noted that Town Staff did a "great job" and that everything was done with no sacrifice of our employees. Councilman Thompson clarified that there were meetings with all the department heads, and they understood the situation.

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

COUNCIL APPROVAL – FY20 Budget Amendment and Award Bid for Manhole Frame and Cover Replacements

Clerk of Council Presley read the 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.*

Councilman Gillispie moved seconded by Councilman Cockrell 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.

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

Interim Town Manager gave his comments regarding Consent Agenda Item 7F – Authorize the Town Manager to Close Streets. He thanked William Huck of Family Fun Day Inc. for his help with Downtown Rebound and stepping up to help a fellow businessman. He advised that he would be bringing a Resolution of Appreciation for Mr. Huck in the near future. Councilman Gillispie also thanked Mr. Huck and noted he was a "tremendous asset to the community". Councilman Holloway noted that the only complaints he had received pertaining to Downtown Rebound was: 1) lots of skateboarders and bicyclists; 2) some didn't realize the stores were open along with the restaurants and, 3) signs direct traffic to Downtown Area.

Councilman Thompson advised that in relation to Ms. Carson's allegations earlier in the meeting, the ribbon cutting was Friday night and the bikini-girls event was on Saturday.

The Mayor adjourned the meeting at 7:43pm
Council then went into their work session scheduled for the evening.

APPROVED:

_____
Eugene R. Tewalt, Mayor

ATTEST:

_____
Tina L. Presley Clerk of Council

Councilman _____ moved, seconded by _____ approved the Regular Council Meeting minutes of June 8, 2020 on June 22, 2020.

TOWN COUNCIL WORK SESSION
Immediately following Regular Meeting

1. **Continued Discussion of Chamber of Commerce Request for Funding–** Interim Town Manager Tederick advised Council that since the date of the letter from the Chamber of Commerce, the Town and County received the CARES ACT funding information. The Town and County have agreed to pay $30,000 each to the Chamber of Commerce from the CARES ACT. Councilman Cockrell mentioned that there was a request for funding from the Front Royal Independent Business Alliance (FRIBA). Mr. Tederick advised that their request would be dealt with in a different way. Mayor Tewalt questioned when more information on the CARES ACT would be available and if a public hearing was necessary to accept the funds. Mr. Tederick advised that work will begin on the process in the morning and a public hearing was required for the budget amendment to accept the funds. He noted that the funds would come in increments per requisitions that would be reviewed by a Committee. Mayor Tewalt confirmed that there would be $40,000 allowed for an audit. Council agreed to continue with the process for the CARES ACT funding and to bring before Council in a public hearing to approve a budget amendment for the funding when ready.

2. **Local Economic Recovery Plan –** Mr. Tederick explained that there are businesses that have been hit hard during the Pandemic. He recommended a third party to administer the funds, noting that this could be accomplished by using the Chamber of Commerce or the newly formed Town EDA. An allocation sheet was passed out to Council that shows the number of businesses able to be served by additional assistance. Mr. Tederick and Finance Director Wilson advised that they are working on the application process. Mr. Tederick reiterated that he was looking to Council on who the third party would be to administer the funds. Council agreed to allow the Chamber to administer the funds as long as they had the personnel. Niki Foster and Ray Bramble Chairman and President of the Chamber of Commerce respectfully, advised that currently that there is only one employee working [Niki] and one employee was furloughed, but they did have a 15-member Board. Mr. Bramble advised that he would be happy to run the program but would need direction. Ms. Foster advised that she meets with her accountant, Mike Noble, every Friday. Staff will move forward to meet with the Chamber of Commerce.

3. **17th Street and Shenandoah Avenue Slip-Lane for Sheetz Project –** Director of Public Works explained how the slip-lane would be installed. Town Attorney Napier advised that right-of-way would need to acquired from the adjacent bank and that transaction was moving along. Mr. Tederick suggested installing a NO LEFT TURN sign instead of the slip-lane due to the high volume of traffic. Councilman Holloway reminded Council that Sheetz is expected to open next month and questioned whether the slip-lane would be completed. Mr. Tederick advised that the right-of-way has not been acquired. Council noted that they would like to see the slip-lane completed before the opening of Sheetz. Councilman Cockrell advised that after speaking with citizens who live on 17th Street she realized that they prefer the option to turn left when it is clear and there are times of the day that the traffic is not as heavy. Mayor Tewalt suggested considering the NO LEFT TURN sign after the slip-lane is built. Mr. Tederick advised that staff would move forward on installation of the slip-line.

4. **Blighted Buildings on Non-Conforming Lots –** Mr. Tederick read the 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.* Mr. Tederick continued that Staff is looking at ways to maximize blighted building lots and give the property owners a little more flexibility to rebuild. Acting Director of Planning/Zoning Brock noted that it would give property owners an incentive to rebuild – "taking a negative and making it positive". Mr. Tederick drew attention to the six examples in Council's packet. Council agreed to refer this item to the Planning Commission at the next regular meeting.

5. **Review of FY20 Revenues –**
   Mr. Wilson reminded Council that the FY20 Revenues is something they wanted to review with Staff on a monthly basis. Councilman Thompson noted that she was glad the Town waited for more information with regard to the Joint Tourism Committee and what they wee trying to do. Councilman Cockrell question utility accounts. Mr. Wilson advised that all utility accounts will have a notification on their bills that penalties/interest/shut-offs will resume on July 1, 2020.

6. Open Discussion - None

Mayor adjourned the work session at 8:45 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, Clerk of Council Presley, Director of Finance Wilson, Public Works Director Boyer and Acting Director of Planning/Zoning Brock and members of the public and press

APPROVED:

_____
Eugene R. Tewalt, Mayor

ATTEST:

_____
Tina L. Presley Clerk of Council

Councilman _____ moved, seconded by Councilman _____ approved the Work Session Meeting minutes of June 8, 2020 on June 22, 2020.

Mayor Initial ____

TOWN COUNCIL WORK SESSION MINUTES
Monday, June 15, 2020
Town Hall Conference Room

1. CLOSED MEETING – Personnel (Interviews for Town Manager Position)
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 *(by teleconference),* Holloway, Meza, and Thompson
No – N/A
Abstain – N/A
Absent – N/A

ROLL CALL

Councilman Holloway moved seconded by Councilman Cockrell 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 *(by teleconference),* Holloway, Meza, and Thompson
No – N/A
Abstain – N/A
Absent – N/A

ROLL CALL

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

APPROVED:

_____
Eugene R. Tewalt, Mayor

ATTEST:

_____
Tina L. Presley Clerk of Council

Councilman _____ moved, seconded by Councilman _____ approved the Work Session Meeting minutes of June 15, 2020 on June 22, 2020.

Mayor Initial ____

TOWN COUNCIL WORK SESSION MINUTES
Tuesday, June 16, 2020
Town Hall Conference Room

1. CLOSED MEETING – Personnel (Interviews for Town Manager Position)
Councilman Cockrell moved seconded by Councilman Meza 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 *(by teleconference),* Holloway, Meza, and Thompson
No – N/A
Abstain – N/A
Absent – N/A

ROLL CALL

Councilman Cockrell moved seconded by Councilman Meza 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 *(by teleconference),* Holloway, Meza, and Thompson
No – N/A
Abstain – N/A
Absent – N/A

ROLL CALL

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

APPROVED:

_____
Eugene R. Tewalt, Mayor

ATTEST:

_____
Tina L. Presley Clerk of Council

Councilman _____ moved, seconded by Councilman _____ approved the Work Session Meeting minutes of June 15, 2020 on June 22, 2020.

Mayor Initial ____

7A

Council Agenda Statement

Item # 7A

Meeting Date: June 22, 2020

Agenda Item: COUNCIL APPROVAL – Bid for Cable for Leach Run Parkway

Summary: Council is requested to approve the award of a bid to WESCO for brand name Okonite cable for the Leach Run Parkway in the amount of $58,176.00 to continue installation for the New Warren Memorial Hospital to John Marshall Highway and to provide a redundant loop in the event of an emergency.

Budget/Funding: Line item 9401-47957 ($56,176.00) and 9401-47502($2,000)

Meetings: None

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

Proposed Motion: **I move that Council approve the award of a bid to WESCO for brand name Okonite cable for the Leach Run Parkway in the amount of $58,176.00 to continue installation for the New Warren Memorial Hospital to John Marshall Highway and to provide a redundant loop in the event of an emergency.**

Approved By: _____

Moved _____ ***Seconded*** _____

VM Sealock _____ ***Cockrell*** _____ ***Gillispie*** _____ ***Holloway*** _____ ***Meza*** _____ ***Thompson*** _____

Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: **June 17, 2020**

To: **Tina Presley, Senior Executive Assistant**

From: **Alisa Scott, Purchasing Manager**

RE: **Request to add consent agenda item to Town Council meeting**

Purchasing responded to a request from the Energy Services Department to procure brand name only Okonite cable for Leach Run Parkway. This request was specific to continuing installation for the New Warren Memorial Hospital to John Marshall Highway as well to provide a redundant loop in the event of an emergency. There are only 2 vendors that are qualified to provide this cable, so solicitations were publicly posted and emailed directly to the vendors. The procurement method used was competitive sealed bidding through an Invitation for Bid.

Purchasing held a public bid opening on Tuesday, June 9th, 2020 at 2:00 p.m. and received one bid. The bid from the second vendor was delivered after that date and time and therefore cannot be considered because it was late.

Staff recommends Council move forward with awarding WESCO $58,176.00 for the brand name cable, Okonite. Please find attached to this memo, a recommendation memo from David Jenkins, Energy Services Director, and the bid tabulation. Please add this recommendation to Council's next Regular Meeting as a consent agenda item.

Funding for this good is available in the line item 9401-47957 ($56,176.00) and 9401-47502 ($2,000).

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

Town of Front Royal
Department of Energy Services
P.O. Box 1560
Front Royal, Virginia 22630-1560
(540) 635-3027 Fax: (540) 631-3620

Memo

To: Alisa Scott

From: David W. Jenkins

Date: June 18, 2020

Re: Leach Run Parkway Wire

The Town of Front Royal Energy Services Department has completed installation of the three-phase underground primary along the Leach Run Parkway from Happy Creek Road to the New Warren Memorial Hospital. The requested wire purchase will allow us to continue installation from the New Warren Memorial Hospital to John Marshall Highway. This will give us the ability to serve other customers along the Parkway and also allow us to tie our Happy Creek Substation and Sprint Substation together in the event of an emergency.

Thank you,

David W. Jenkins

Director of Energy Services
Town of Front Royal
PO Box 1560
Front Royal VA 22630
540-635-3027 (office)
540-631-3620 (fax)

VENDOR SPREAD SHEET

Town of Front Royal, VA

BID: 18-2020 OKONITE CABLE
BID/PROPOSAL OPENING DATE: 6/9/2020
BID/PROPOSAL OPENING TIME: 2:00 PM

	Vendor Names
	ANIXTER RICHMOND, VA
QUANTITY ‹ DESCRIPTION	**QUOTATION**
24,000 TOTAL FEET OR (6) 4,000' PER SPOOL 1/C UR-OJ 1/0-19X AL OKOGUARD EPR-SC220-030 15KV 16X #14BC W/050 OKOLENE R/S CAT#161-23-3072	**$58,176.00**

** 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, PMP, MBA, VCA, VCO

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

7B

Council Agenda Statement

Item # 7B

Meeting Date: June 22, 2020

Agenda Item: COUNCIL REFER TO THE PLANNING COMMISSION – Blighted Buildings on Non-conforming Lots

Summary: Council is requested to refer to the Planning Commission a review of Town Code Chapter 175 that would allow blighted buildings on non-conforming lots to be rebuilt in all zoning districts of Town. Currently the Town Code allows the rebuilding of such buildings in certain areas of Town. Council sees an opportunity to incentivize redevelopment of all blighted buildings.

Budget/Funding: No impact

Meetings: Work Session held June 8, 2020

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 refer to the Planning Commission a review of Town Code Chapter 175 that would allow blighted buildings on non-conforming lots to rebuild in all zoning districts of Town.**

Approved By: _____

Moved _____ ***Seconded*** _____

VM Sealock _____ ***Cockrell*** _____ ***Gillispie*** _____ ***Holloway*** _____ ***Meza*** _____ ***Thompson*** _____

7C

Council Agenda Statement

Meeting Date: June 22, 2020

Item # 7C

Agenda Item: COUNCIL APPROVAL – Contract for Civil Engineering

Summary: Council is requested to approve the award of a contract for on-call civil engineering services to be awarded to RK&K as presented.

Budget/Funding: funds for the professional service are in FY20 budget line item 1225-43002

Meetings: None

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

Proposed Motion: I move that Council approve the award of a contract for on-call civil engineering services to be awarded to RK&K, as presented.

Approved By: _____

Moved _____ ***Seconded*** _____

VM Sealock _____ ***Cockrell*** _____ ***Gillispie*** _____ ***Holloway*** _____ ***Meza*** _____ ***Thompson*** _____

Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: **June 18, 2020**

To: **Tina Presley, Senior Executive Assistant**

From: **Alisa Scott, Purchasing Manager**

RE: **Request to add action item to Town Council Agenda**

The Purchasing department received a request to solicit civil engineering services through competitive negotiation for on-call services. This solicitation included a renewable term contract based on civil engineering services to prepare construction plans and specifications for new projects or updates to existing plans, to meet all state, federal, and local regulations (including stormwater management and erosion and sediment control); provide location surveys and supplemental survey data; prepare right-of-way and easement plats; provide traffic engineering plans (including traffic signals, signs, pavement markings) and related activities; provide traffic signal and turn lane warrant studies and/or analyses; provide dry utility design, preliminary/order of magnitude cost estimates, duct bank design, and related coordination between the utilities and the Town; review technical specifications and submittals; provide site plan review for applications submitted to the Town; provide project cost estimates; and provide construction administration services and reports.

The Town issued a Request for Proposals (RFP) for professional engineering services and received seven (7) proposals. An evaluation committee was established to review and score each proposal according to the criteria provided within the RFP. After review and scoring, the Town began initial discussions with the top ranked firm and requested non-binding costs for services.

Staff believes that RK&K's costs for services is fair and reasonable, and as the top ranked firm, Staff recommends their professional services to meet the Town's needs. Staff recommends Council approve the contract for on-call civil engineering services be awarded to RK&K.

Attached to this memo is the recommendation letter from the evaluation committee and contract for services with RK&K's binding rate sheet. Funds for this professional service are in the FY 20 budget line item 1225-43002.

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

June 15, 2020

RK&K
12600 Fair Lakes Circle, Suite 300
Fairfax, VA 22033

ATTN: Brian Finerfrock, PE, Project Manager

The evaluation committee for the Request for Proposal #03-2020 General Civil Engineering Services has reached a consensus after our Individual Discussions. After elaborating on qualifications, performance data, and staff experience, the Town has confidence that RK&K can best meet the Town's Statement of Needs as provided in the Request for Proposal. The also trusts the non-binding pricing schedule provided on June 12th, 2020 to be fair and reasonable.

The Town would like to request from RK&K a scope of work and binding pricing schedule in response.

B.J. Wilson, Finance Director

Robert Boyer, Public Works Director

Christopher Brock, Interim Planning & Zoning Director

David Jenkins, Energy Services Director

If you have any questions regarding this letter and request, please feel free to contact me at your convenience.

Sincerely,

Alisa Scott, Purchasing Manager

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

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES is made and entered into this _____ day of _____, 20_____, by and between **THE TOWN OF FRONT ROYAL, VIRGINIA,** a Municipal Corporation, whose address is 102 East Main Street, Front Royal, Virginia 22630 (hereinafter referred to as the "Town"), and **NAME OF FIRM**, a state of **STATE** Corporation, whose street address is **FIRM ADDRESS**, and whose mailing address is SAME (hereinafter called the "Independent Contractor").

W I T N E S S E T H:

That for and in consideration of the mutual promises contained herein, the Town agrees to purchase, and the Independent Contractor agrees provide the following described services:

1. **Place of Service Performance/Delivery:**

PER RFP #03-2020 GENERAL CIVIL ENGINEERING SERVICES

2. **Time of Service Delivery:** Normal working business hours for this project will be 7:00 A.M. to 5:00 P.M., Monday through Friday, unless otherwise approved by the Town of Front Royal. Work will not be permitted on any Town of Front Royal holidays, which include New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

3. **Term of Contract:** This Contract shall be in effect beginning with the date of the final signature on the contract and continuing (if not otherwise terminated pursuant to the terms of this agreement) through twelve (12) months with the option of four (4) one-year renewals on the anniversary date, if agreed to by both parties, for a maximum total contract period of five (5) years, in accordance with the enclosed statement of needs and terms.

4. Payment:

a. The Town shall promptly pay the sum of **(SUM)** for the completed services or delivered goods described in Attachment A by the required date. The required payment date shall be either: (1) the date on which payment is due under the terms of the contract, or (2) if a date is not established by the contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within twenty (20) days after the receipt of an invoice for goods or services, the Town shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. If the Town fails to make payment by the required payment date, the Town shall pay any finance charges assess by the supplier that shall not exceed one percent (1%) per month. Where payment is made by mail, the date of the postmark shall be deemed to be the date the payment is made.

b. Individual Contractors shall provide their Social Security numbers, and proprietorships, partnerships, and corporations shall provide the Town of Front Royal with a Federal Employer Identification number, prior to receiving any payment from the Town.

c. Invoices for items ordered, delivered and accepted shall be submitted by the Independent Contractor directly to this payment address:

Town of Front Royal

Accounts Payable

P.O. Box 1560

Front Royal, VA 22630

All invoices shall show the applicable Purchase Order number.

d. The Independent Contractor shall monthly furnish an invoice to the Town for services rendered that month. All goods or services provided under this contract or Purchase Order, that are to be paid for with public funds, shall be billed by the Independent Contractor at the contract

price, regardless of which Town department is being billed.

e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Independent Contractors should put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, The Town shall promptly notify the Independent Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. An Independent Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute. (*Code of Virginia* § 2.2-4363).

To Subcontractors:

a. An Independent Contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the Independent Contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the Town and the subcontractor(s), in writing, of the Independent Contractor's intention to withhold payment and the reason.

b. The Independent Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Independent Contractor that remain unpaid seven (7) days following receipt of payment from the Town, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. An Independent Contractor's obligation to pay an interest charge to a subcontractor cannot be

construed to be an obligation of the Town of Front Royal.

5. Reports: The Independent Contractor shall complete, maintain, and submit to the Town all records and reports and lists of services rendered when such services are rendered.

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

7. Licenses and Permits: The Independent Contractor agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity provided for in this Contract; that it will procure all additional licenses, permits, or like permission required by law during the term of this Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of this Contract.

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

9. Non-Discrimination: During the performance of this agreement the Independent Contractor agrees as follows:

a. The Independent Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, natural origin, age, disability, status as a service disabled veteran or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary for the normal operation of the Independent Contractor. The Independent Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. The Independent Contractor, in all solicitations or advertisements for employees

placed by or on behalf of the Independent Contractor, will state that the Independent Contractor is an equal opportunity employer.

The Town of Front Royal does not discriminate against faith-based organizations.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Independent Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $10,000.00 so that the provisions will be binding upon each sub-contractor or vendor.

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

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

12. Drug-Free Workplace: For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with this contract awarded to the Independent Contractor in accordance with this procurement transaction. During the performance of this contract, the Independent Contractor agrees to:

a. Provide a drug-free workplace for the Independent Contractor's employees

b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Independent Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition

c. State in all solicitations or advertisements for employees placed by or on behalf of the Independent Contractor that the Independent Contractor maintains a drug-free workplace

d. Include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor,

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

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

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

16. Non-Assignability: Independent Contractor understands that this Contract is a contract with the professional services of the Independent Contractor and that it is made by the Town in reliance on the Independent Contractor's personal skills and knowledge in the activity to be conducted and as represented by the Independent Contractor. Accordingly, this Contract is non-assignable by the Independent Contractor without the express written advance permission of the Town.

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

Comprehensive General Liability Insurance, *naming the Town as Additional Insured*

Automobile Liability, *naming the Town as Additional Insured*

Worker's Compensation

18. Amount of Insurance Required:

Comprehensive General Liability Insurance - $1,000,000 Minimum per Incident

Automobile Liability Insurance - $1,000,000 bodily injury and $1,000,000 property damage

Worker's Compensation – As required by the Commonwealth of Virginia

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

20. Entire Contract: This Contract constitutes the entire agreement between the parties pertaining to the subject matter of this Contract and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No

modification of this Contract shall be effective unless made in writing and signed by both parties.

21. **Force Majeure:** The Independent Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Independent Contractor, and outside and beyond the scope of the Independent Contractor's then current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

22. Antitrust: By entering into this Contract, the Independent Contractor conveys, sells, assigns and transfers to the Town of Front Royal all rights, title, and interest in and to all causes of action the Independent Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the Town of Front Royal under this Contract.

23. Additional Terms and Conditions: The following attachments are made a part of this Contract and are incorporated herein:

(1) Attachment "A" – COST AND PRICE SUMMARY – CONSULTANT SERVICES

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

25. Enforcement: This Contract shall in all aspects be governed by the laws of the Commonwealth of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of this Contract shall be filed in the courts of Warren County, Virginia. The Independent Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

IN WITNESS WHEREOF, the undersigned parties hereto have made and executed this Contract as the day and year first above written.

(TOWN SEAL) **TOWN OF FRONT ROYAL, VIRGINIA**

Attest: _____ **BY:_____**

Print Name: _____ **Type Name: Matthew Tederick**

Title: _____ **Title: Interim Town Manager**

Date: _____ **Date: _____**

(INDEPENDENT CONTRACTOR SEAL) **INDEPENDENT CONTRACTOR:**

Attest: _____ **BY:_____**

Print Name:_____ **Print Name:_____**

Title:_____ **Title:_____**

Date:_____ **Date:_____**

APPROVED AS TO FORM:

_____

DOUGLAS W. NAPIER, TOWN ATTORNEY

DATE: _____

COST AND PRICE SUMMARY - CONSULTANT SERVICES CONTRACT

FOR:	Town of Front Royal	**CONSULTANT:**	**RK&K**
PROJECT:	Civil On-Call (Year One)	**SUBCONSULTANT:**	
CONTRACT NO:	RFP #03-2020		
ASSIGNMENT:		**DATE:**	15-Jun-20

AVERAGE LOADED RATE:

Classification:	Billable Hourly Rate:			Hours:	
Director / Manager	$	272.12	X		=
Project Manager	$	215.25	X		=
Sr. Engineer / Construction Manager	$	151.48	X		=
Sr. Environmental Scientist	$	118.45	X		=
Engineer II / Scheduler	$	116.39	X		=
Landscape Architect	$	103.00	X		=
Engineer I / Designer / Environmental Scientist	$	97.85	X		=
Sr. Inspector	$	82.40	X		=
CAD / Tech	$	72.10	X		=
Inspector	$	66.95	X		=
Clerical	$	61.80	X		=
			TOTAL:		
Average Rate equals Extension divided by Hours:					**#DIV/0!**

COST AND PRICE SUMMARY

1. DIRECT LABOR: Manhours X **#DIV/0!** Average Hourly Rate = #DIV/0!

2. ESCALATION: **0.00%** of Item 1 (0% Contingency added) #DIV/0!

4. *Sub-total Items 1-2:* **#DIV/0!**

5. FIXED LUMP SUM FEE: a. Dollar amnt. for profits and other factors: #DIV/0!
   b. Line 5a represents **0.0%** of Line 4

6. DIRECT EXPENSES: Append justification as necessary.

b. Printing	Blackline prints	**$ 0.08**	sf=	$ -	
c. Photos/Video	B/W 8 1/2"x11"	**$ 0.50**	ea=	$ -	
		Total Direct Costs:			$ -

7. SUBCONTRACTOR/S:

	Amount	
a.		$ -
	Total Subcontractors:	$ -

8. OTHER (Specify)

a. Mileage	MILE	**$ 0.575**	per	=	$ -	
		Total Other:				$ -

9. TOTAL PROPOSED FEE FOR THIS TASK: **#DIV/0!**

7D

Council Agenda Statement

Item # 7D

Meeting Date: June 22, 2020

Agenda Item: COUNCIL APPROVAL – Award for Asphalt Repairs

Summary: Council is requested to approve the award to General Excavations in the amount of $29,157.50 for the completion of asphalt repairs at the intersection of Rt 522 North and Fairgrounds Road after a major water break.

Budget/Funding: 9602-47513 line item

Meetings: None

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

Proposed Motion: **I move that Council approve the award to General Excavations in the amount of $29,157.50 for the completion of asphalt repairs at the intersection of Rt 522 North and Fairgrounds Road after a major water break.**

Approved By: _____

Moved _____ ***Seconded*** _____

VM Sealock _____ ***Cockrell*** _____ ***Gillispie*** _____ ***Holloway*** _____ ***Meza*** _____ ***Thompson*** _____

Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: **June 17, 2020**

To: **Tina Presley, Senior Executive Assistant**

From: **Alisa Scott, Purchasing Manager**

RE: **Request to add Consent item to Town Council's Regular Meeting**

Purchasing and Public Works coordinated a procurement solution to repair the asphalt at the intersection of 522 N & Fairgrounds Road after a major water main break. The procurement method is cooperative contracting through a clause in the Frederick County RFP 2019-10C awarded to General Excavations, Inc on January 24, 2019 and renewed on 1-24-2020.

The Town is authorized through the Virginia Public Procurement Act, (V.P.P.A) § 2.2-4304 joint and cooperative procurement to purchase from another public body's contract if such clause is stated in the solicitation even if they did not participate in the solicitation process.

Council is requested to review and approve the award to General Excavations in the amount of $29,157.50 for the successful completion of the asphalt repairs. Attached to this memo is a recommendation memo from Robbie Boyer, Public Works Director, General Excavation's quote, Frederick County's RFP 2019-10C, the resulting contract with proposal submittal summary sheet, and the recent contract renewal. Please add this item under consent to the June 22, 2020 Regular Meeting.

Funding for this contract is available in 9602-47513-line item.

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: **June 18, 2020**

RE: **Emergency asphalt repairs on 522N**

On April 8, 2020, the Town experienced a water main break on a 16" ductile iron water main at the intersection of Fairgrounds Rd & 522N; which damaged the asphalt in the intersection and the base of the road. Upon inspection of the road by the VDOT inspector, Travis Duncan, informed us that due to the amount of damage caused by the water main break that the Town would need to hire a VDOT approved contractor to restore the road back to a safe condition for traffic.

We received an estimate from General Excavation Inc., based off their current state contract with Frederick County, VA in the amount of $29,157.50 to complete the repairs.

I recommend moving forward with having General Excavation Inc., perform these repairs to VDOT standards so we can get this project completed and the VDOT permit closed out upon final inspection. The funding for these repairs will come from Water Line Upgrade-9602-7513.

If you have any questions or need any further information just let me know.

RENTAL TIMESHEET:
Job #/Location: Fairgrounds Road
Job Description: **Asphalt Repair/Patch**

General Excavation Inc.
9757 Rider Rd.
Warrenton, Va. 20187

Pricing Per Frederick County RFP 2019-10C, renewed on 1/24/2020
Town of Front Royal to furnish stone and asphalt, GEI to haul it

Estimate

Line Item		Equipment Description	Hours	Rate	TOTAL	
1		Crawler loader CAT 963		$110.00	$0.00	
2		330 Excavator		$130.00	$0.00	
3		Backhoe, Rubber tire		$65.00	$0.00	
4		Backhoe w/ breaker	10	$100.00	$1,000.00	
5		Excavator Hoe Ram		$250.00	$0.00	
6		Crawler Dozer D-3/JD 450		$70.00	$0.00	
7		Crawler Dozer D-6		$100.00	$0.00	
8		Motorgrader 120 hp		$120.00	$0.00	
9		Rubber tire loader		$125.00	$0.00	
10		Skid Steer, 40 HP	20	$70.00	$1,400.00	
11		Dump truck, Tandem	60	$75.00	$4,500.00	
12		Single Axle Dump Truck 8 Ton		$50.00	$0.00	
13		Dump Truck 1 Ton		$50.00	$0.00	
14		Vibratory roller DP 60"		$65.00	$0.00	
15		Vibratory roller DP 84"		$80.00	$0.00	
16		Pickup Truck w/ Foreman	30	$75.00	$2,250.00	
17		Skilled Labor	80	$30.00	$2,400.00	
18		Articulating Rock Truck		$120.00	$0.00	
19		Rollback truck		$80.00	$0.00	3 Hours per piece of equipment
20		Tractor-lowboy	9	$125.00	$1,125.00	3 Hours per piece of equipment
21		135 JD/138 Komatsu Excavator		$95.00	$0.00	
22		TB 290/175 Takeuchi Mini Excavator	20	$80.00	$1,600.00	
23		650 JD/ D39 Komatsu Dozer		$80.00	$0.00	
24		Rubber Tire Excavator w/grading bucket		$120.00	$0.00	
25		330 Hitachi/305 Volvo Excavator w/thumb		$145.00	$0.00	
26		Tamper (Jumping Jack)		$20.00	$0.00	
27		Plate Tamper		$25.00	$0.00	
28		Trench Roller w/operator	15	$50.00	$750.00	
29		Pipe Saw		$20.00	$0.00	
30		Chain Saw		$12.00	$0.00	
31		PCMS (message Board)		$20.00	$0.00	
32		14" Walk Behind Pavement Saw	5	$50.00	$250.00	
33		Trench Box		$100.00	$0.00	
34		Manhole Box		$100.00	$0.00	
35		Pipe Laser		$10.00	$0.00	
36		2" Water Pump w/hoses		$18.00	$0.00	
37		3" Water Pump w/hoses		$20.00	$0.00	
38		4" Water Pump w/hoses		$22.00	$0.00	
39		6" Water Pump w/hoses		$46.00	$0.00	
40		Portable Generator		$10.00	$0.00	
41		Survey Crew		$156.00	$0.00	
42		Rollup Traffic Sign and Stand	27	$10.00	$270.00	
43		Markup on Parts/Materials		+15%	$0.00	
44		Markup on Subcontractors Work		+10%	$13,612.50	

Total **$29,157.50**

CONTRACT FOR FREDERICK COUNTY, VIRGINIA
HEAVY EQUIPMENT SERVICES

This CONTRACT made this 24 day of January , 2019, by and between Frederick County, Virginia, hereinafter referred to as the OWNER, and General Excavation, Inc., hereinafter referred to as the CONTRACTOR:

The OWNER intends to utilize the CONTRACTOR to provide services in accordance with RFP 2019-10C related to heavy equipment services, road work, ditch clearing, culvert replacement, site grading work, drainage improvements, clearing and grubbing, etc.

This CONTRACT will encompass a one (1) year period from the date of execution with the option for four (4), one (1)-year extensions. Services of the CONTRACTOR will be described and agreed upon by task order, as outlined in this CONTRACT.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - CONSTRUCTION SERVICES

The following tasks could be part of the scope of work necessary to be performed by the CONTRACTOR:

1. Site development work, grading and drainage improvements

2. Clearing and grubbing

3. Road work, ditch clearing, culvert replacement, road and ditch stabilization

4. Response to emergency work may be required. A Frederick County representative would contact the designated responder from your company to inform them of any emergency situations (i.e. flooding, road damages, etc.). We are requesting the designated responder be on-site within 4-6 hours to evaluate the situation and determine what equipment may be required to provide an emergency response.

5. The OWNER has the right to provide QA/QC services from an on-call engineering consultant to ensure all work is performed in accordance with the plans and specifications. The OWNER will provide a representative to coordinate with your staff to ensure timely review of monthly invoices, work performed, etc. We will finalize all billing requirements to ensure compliance with Frederick County procurement policies.

6. The OWNER and CONTRACTOR will agree to all proposed tasks or projects and ensure the work is clearly defined.

7. The CONTRACTOR shall provide the following bonds and certificate of insurance:

a.	Performance Bond	$ 500,000
b.	Payment Bond	$ 500,000
c.	Commercial General Liability Insurance	$5 Million
d.	Auto Insurance	$1 Million

e. Workers Compensation $1 Million

8. This document is not a requirements contract and the County reserves the right to procure any or all of the services contemplated by this contract from one or more other sources, without the CONTRACTOR being entitled to any compensation in such instances.

9. The Contractor agrees to be bound by the County's General Terms for Contractors, and the terms of such document are incorporated herein by reference.

SECTION B - COMPENSATION FOR CONSTRUCTION

The OWNER shall compensate the CONTRACTOR on monthly statements of work based upon and as described in the individual task orders either a lump sum amount or by time and resources expended in accordance with the attached fee schedule. Changes in labor rates will be permitted on an annual basis during the life of the contract in accordance with the fixed rate multiplier method, consumer price index or if changes occur for fuel increases. All other fees highlighted in the attached fee schedule shall remain constant. Payment shall be made by the OWNER within thirty (30) days of receipt of the invoice.

SECTION C - OTHER

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the CONTRACTOR. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, will state that such CONTRACTOR is an equal opportunity employer.

3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The CONTRACTOR will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this CONTRACT in (Triplicate) each of which shall be deemed an original on the date first above written.

OWNER: COUNTY OF FREDERICK, VA

By: _____
Kris C. Tierney, County Administrator

(SEAL)

ATTEST: _____

Print Name: _____

Title: _____

_____
My Commission Expires

_____
Notary Registration #

KAREN ORNDORFF NOTARY PUBLIC REG #7098526 MY COMMISSION EXPIRES 12/31/19 COMMONWEALTH OF VIRGINIA

APPROVED AS TO FORM
_____ 2/1/19
ASST COUNTY ATTORNEY

(SEAL)

ATTEST: _____

Print Name: Daniel Waters

Title: Contract Administrator

03/31/2021
My Commission Expires

7722735
Notary Registration #

DANIEL JAY WATERS NOTARY PUBLIC REG# 7722735 MY COMMISSION EXPIRES 3-31-21 COMMONWEALTH OF VIRGINIA

CONTRACTOR: General Excavation, INC.

By: _____

Print Name: Rodney Jenkins

Title: President

Address: 9757 Rider Road

Warrenton, VA 20187

TASK ORDER

Order No: _____

Date: _____

OWNER:
Owner's Representative: _____
Address & Phone #: _____

_____

CONTRACTOR:
Representative (Project Manager): _____
Address & Phone #: _____

_____

_____

Project Description:

_____

_____

_____

_____

_____

_____

Estimated Project Capital Cost: _____

Project Construction Fees

Lump Sum $ _____
Time & Materials Fee $ _____

Special Conditions and Instructions:

_____

_____

_____

_____

_____

_____

Ordered by:

_____
Representative
Department of Public Works
Frederick County, Virginia

Accepted by:

_____
Representative
General Excavation, Inc.

County of Frederick, Virginia
FINANCE DEPARTMENT
107 N. Kent Street, 3rd Floor
Winchester, VA 22601
Phone: (540) 665-5610
www.fcva.us/purchasing

CONTRACT RENEWAL

COUNTY CONTRACT NAME:	RENEWAL DATE:
Heavy Equipment Services	01-24-2020
COUNTY CONTRACT NUMBER:	RENEWAL NUMBER:
2019-10C_1	#1 (3 remaining)

The Contract is hereby modified as follows:

1. The above referenced contract is hereby extended, as outlined within the original contract documents, for a period of one (1) year(s) commencing January 24, 2020 and shall terminate January 25, 2021.
2. All provisions and pricing remain unchanged.

COUNTY OF FREDERICK REQUESTING DEPARTMENT:	CONTRACTOR'S BUSINESS NAME/ADDRESS:
Public Works	General Excavation, Inc. 9757 Rider Road Warrenton, Virginia 20187
DEPARTMENT AUTHORIZED SIGNATURE/DATE: Joe Wilder	CONTRACTOR'S AUTHORIZED SIGNATURE/DATE: Daniel Waters 01/24/2020
CONTRACT/PURCHASING MANAGER SIGNATURE/DATE: 2/12/2020	ORIGINAL CONTRACT NUMBER and DATE: RFP 2019-10C January 24, 2019

PROPOSAL SUBMITTAL SUMMARY SHEET

HEAVY EQUIPMENT SERVICES – REVISED OPEN END CONTRACT
FREDERICK COUNTY PUBLIC WORKS

Size of Equipment Required*	Actual Equipment for Proposal	Unit Rate of Equipment**
Cat 963 Track loader	CAT 963	$110.00
Cat 330 Trackhoe	Hitachi 330	$130.00
John Deere 410 Backhoe	Case 580 Backhoe	$65.00
Backhoe w/ hoe-ram	Case 580 w/ hoe-ram	$100.00
Trackhoe with hoe-ram	Kobeleo 290 w/ hoe-ram	$250.00
Cat D3 Dozer	John Deere 450	$70.00
Cat D6 Dozer	CAT D6 Dozer	$100.00
Cat 12G Motor Grader	CAT 12H Grader	$120.00
Cat 944 R.T. Loader	Volvo L90 R.T Loader	$125.00
Cat 262C Skid Steer Loader	Takeuchi TL240	$70.00
Tandem Axle Dump Truck (Tri-Axle)	Mack Tri/Quad Axle	$75.00
Single Axle Dump Truck – 8 Ton	International 7400	$50.00
Dump Truck – 1 Ton	GMC 4500	$50.00
Cat 563D Roller, Single Drum	Dyna-Pac CA151 60"	$65.00
DD90 Roller, Double Drum I.R.	INGERSOL RAND SD1160S 84"	$80.00
Trench Drilling and Blasting* **	No Bid	No Bid
Labor Rate – Superintendent/Foreman		$75.00
Labor Rate - Skilled Laborer		$30.00
Rock Truck – 30 Ton Articulated Dump Truck	Volvo A25D	$120.00

*Size and type of equipment is approximate. Provide actual size and type of equipment in space provided if different.

**Unit rate of equipment shall include operator, fuel, and maintenance. Unit rate shall be based on a per hour basis.

***Unit rate of drilling and blasting shall be based on a per cubic yard rate.

****Mobilization and demobilization will be determined on a job by job basis.

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Council Agenda Statement

Item # 8

Meeting Date: June 22, 2020

Agenda Item: PUBLIC HEARING – An Ordinance to Amend Chapter 16 – Industrial Development Authority *(1st Reading)*

Summary: Council is requested to affirm on its first reading an ordinance to amend and re-enact Town Code Chapter 16 – Industrial Development Authority. If approved during the second reading a Front Royal Economic Development Authority will be established.

Budget/Funding: None

Meetings: Work Session held June 1, 2020

Proposed Motion: **I move that Council affirm on its first reading an ordinance to amend and re-enact Town Code Chapter 16 – Industrial Development Authority, as presented.**

Approved By: _____

Moved _____ ***Seconded*** _____

VM Sealock _____ ***Cockrell*** _____ ***Gillispie*** _____ ***Holloway*** _____ ***Meza*** _____ ***Thompson*** _____

Chapter 16

INDUSTRIAL DEVELOPMENT AUTHORITY

Sections:

16-1 REPEALED.

16.2 REPEALED.

16-3 ESTABLISHMENT

16-4 BOARD OF DIRECTORS; TERMS AND QUALIFICATIONS OF OFFICE

16-5 OFFICERS

16- 6 POWERS, DUTIES, AND LIMITATIONS; DEVELOPMENT AREAS

16-1 REPEALED.

16-2 REPEALED.

16-3. ESTABLISHMENT

16-4 BOARD OF DIRECTORS; TERMS AND QUALIFICATIONS OF OFFICE

16-5 OFFICERS

16- 6 POWERS, DUTIES, AND LIMITATIONS; DEVELOPMENT AREAS

There is hereby created, pursuant to Title 15.2, Chapter 49, the Industrial Development and Revenue Bond Act, of the Code of Virginia, by the Town Council of the Town of Front Royal, Virginia, a political subdivision of the Commonwealth of Virginia ("Town Council") to be known as the Economic Development Authority of the Town of Front Royal, Virginia, also to be known as the "Front Royal EDA".

16-4 BOARD OF DIRECTORS; TERMS AND QUALIFICATIONS OF OFFICE

(A) The Front Royal EDA created in this Chapter shall be governed by a Board of Directors composed of seven (7) Directors to be appointed by Town Council. Appointments shall be for terms of four (4) years, except appointments to fill vacancies which shall be for the unexpired portion of such term. If, at the end of any term of office of any Director, a successor shall not have been appointed or qualified, the Director whose term of office shall have expired shall continue to hold office until his successor shall be appointed and qualified.

(B) The seven (7) Directors of the Front Royal EDA shall be appointed initially for terms of one (1) , two (2), three (3) and four (4) years, two (2) being appointed for one-year terms; two (2) being appointed for two-year terms; two (2) being appointed for three-year terms and one (1) being appointed for a four (4)-year term. Subsequent appointments shall be for terms of four (4) years, except appointments to fill vacancies, which shall be for the unexpired terms.

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

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

(E) Each Director shall be a resident of the Town of Front Royal when appointed as a Director the Front Royal EDA. When a Director ceases to be a resident of the Town of Front Royal, that Director's office shall become immediately vacant and a new Director may be appointed for the remainder of the term.

(F) The Directors shall receive no salary but may be compensated such amount per regular, special, or committee meeting or per each official representation as may be approved by Town Council, not to exceed $200.00 per meeting or official representation, or such other amount as may from time to time be set by the Code of Virginia, and shall be reimbursed for necessary traveling and other expenses incurred in the performance of their duties.

(G) Four (4) members of the Board of Directors of the Front Royal EDA shall constitute a quorum of the Board of Directors for the purposes of conducting its business and exercising its powers and for all other purposes, except that no facilities owned by the Front Royal EDA shall be leased or disposed of in any manner without a majority vote of all members of the Board of Directors. No vacancy in the membership of the Board of Directors shall impair the right of a quorum to exercise all the powers and perform all the duties of the board.

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

(I) As a condition to service of office, each Director of the Front Royal EDA shall timely complete and file, in accordance with all requirements of the Code of Virginia, the Statement of Economic Disclosure and comply with all requirements of the State and Local Government Conflicts of Interests Act as provided in Title 2.2, Chapter 31, of the Code of Virginia, or its successor provisions.

(J) The Board of Directors of the Town EDA shall, upon its formation, promptly promulgate and execute Bylaws, which shall not become effective until ratified by Town Council; and

upon ratification by Town Council, shall be binding upon the Town EDA and its Board of Directors and each of its Directors in each Director's official position as such.

16-5 OFFICERS

The Board of Directors of the Front Royal EDA shall elect from its membership a Chairman, a Vice-Chairman, and from its membership or not, as they desire, a Secretary and a Treasurer, or a Secretary-Treasurer, who shall continue to hold such office until their respective successors are elected.

16- 6 POWERS, DUTIES, AND LIMITATIONS; DEVELOPMENT AREAS

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

(B) Town Council hereby exercises its power and discretion, under the Industrial Development and Revenue Bond Act of the Code of Virginia and under this Chapter, to limit the type and number of facilities that the Front Royal EDA may finance or assist with financing or facilitate for development under this Chapter. Within any development or redevelopment area or facility the Front Royal EDA or Town Council or a developer proposes for promotion, development, redevelopment, financing, or assist with financing using the Front Royal EDA as a development or redevelopment promoter or facilitator, it may do so only (i) under the authority of this Chapter and under the authority of the Industrial Development and Revenue Bond Act; and further, (ii) the Front Royal EDA may only cause, promote, finance, assist with financing, or facilitate such development or redevelopment such facilities as may be provided for in an economic development, redevelopment, financing, financing assistance, and/or or performance agreement or other similar agreement or agreements as may from time to time be jointly agreed in writing upon between the Front Royal EDA's Board of Directors and Town Council prior to the Front Royal EDA entering into any agreement or memorandum of understanding or similar type agreement or arrangement with any third party. Any Town EDA development, redevelopment, promotional, or financing or similar type agreement or arrangement not in conformity with this provision shall be null and void.

(C) All agreements, arrangements, and instruments which purports to be legally binding and to which the Town EDA is a party shall be reviewed by a qualified and licensed

attorney-at-law selected by Town Council and shall have affixed there to the signature and date of such signing by such attorney with the notation "Approved as to Legal Form" prior to execution thereof by the Town EDA. Any Town EDA agreement, arrangement, or instrument development, redevelopment or financing agreement or arrangement not in conformity with this provision shall be null and void.

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

DRAFT

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Council Agenda Statement

Item # 9

Meeting Date: June 22, 2020

Agenda Item: COUNCIL APPROVAL – Re-solicit Purchase of Chemicals for Water/Wastewater Plants

Summary: On June 8, 2020 Council approved the award of a bid to purchase various water and wastewater treatment chemicals. Since that time the Purchasing Department has determined an error in the bidding process. Council is requested to approve re-soliciting the purchase of these chemicals saving the Town over $60,000.

Budget/Funding: FY21 Water Treatment budget line item 9601-45605 "Chemicals" and FY21 Wastewater Treatment budget line item 9801-45407 "Chemicals.

Meetings: Regular Meeting Consent Agenda on June 8, 2020

Proposed Motion: **I move that Council approve re-soliciting the purchase of chemicals for the Water and Wastewater Treatment Plants.**

Approved By: _____

Moved _____ ***Seconded*** _____

VM Sealock _____ ***Cockrell*** _____ ***Gillispie*** _____ ***Holloway*** _____ ***Meza*** _____ ***Thompson*** _____

Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: **June 16, 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**

On Monday, June 8th, 2020 Council approved the recommendation of staff to purchase various water treatment and wastewater treatment chemicals. Since then, Purchasing has determined that an error was made in the bidding process and as a result, has not issued or awarded any purchase orders to the vendors.

Purchasing recommends re-soliciting the purchase of these chemicals that could potentially result in saving the Town over $60,000.

Please add this consent agenda item to the next available Regular Town Council meeting.

Once these chemicals have been re-solicited, Purchasing will bring the award recommendations before Council for review.

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

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Council Agenda Statement

Item # 10

Meeting Date: June 22, 2020

Agenda Item: CLOSED APPROVAL – Resolution of Appreciation for William "Willie" Huck

Summary: Council is requested to consider approval of a Resolution of Appreciation to William "Willie" Huck for his dedication, hard work and volunteerism during "Downtown Rebound", as presented.

Budget/Funding: None

Meetings: None

Proposed Motion: **I move that Council approve a Resolution of Appreciation to William "Willie" Huck for his dedication, hard work and volunteerism during "Downtown Rebound", as presented.**

Approved By: _____

Moved _____ ***Seconded*** _____

VM Sealock _____ ***Cockrell*** _____ ***Gillispie*** _____ ***Holloway*** _____ ***Meza*** _____ ***Thompson*** _____

RESOLUTION OF APPRECIATION
for William "Willie" Huck

WHEREAS, the Front Royal Town Council and Town Staff has seen a significant need to assist businesses in the Town of Front Royal since March 23, 2020 when Governor Northam's Executive Order 53 was executed affecting upon all businesses in the Commonwealth of Virginia; and,

WHEREAS, on May 8, the Governor's Order 61 eased the restrictions on certain businesses to reopen with restrictions; and,

WHEREAS, identifying the need to serve the community, Town Staff and Council agreed to allow businessman Mr. William "Willie" Huck owner of Family Fun Day, Inc. and C & C Frozen Treats volunteer to help the Town organize an event (Downtown Rebound) that would allow restaurants and other businesses to move their business onto the street to improve customer attendance and stay within the Governor's Orders, and,

WHEREAS, Mr. Huck took on the responsibility of setting up chairs, tables, tents and numerous other services for his fellow businessmen in the Downtown Area of Front Royal without hesitation for three weekends in a row; and,

NOW THEREFORE BE IT RESOLVED, that the Mayor on behalf of the Front Royal Town Council recognize and appreciate William "Willie" Huck for all his dedication, hard work and volunteerism to make sure "Downtown Rebound" was a complete success for our community and businesses.

APPROVED:

_____
William A. Sealock, Vice Mayor

Attest:

_____
Tina L. Presley, Clerk of Council

THIS RESOLUTION was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on June 22, 2020 upon the following recorded vote:

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

****

Approved as to Form and Legality:

_____
Douglas W. Napier, Town Attorney

Dated: _____

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Council Agenda Statement

Item # 11

Meeting Date: June 22, 2020

Agenda Item: CLOSED APPROVAL – Joint Tourism Option Between the County and Town

Summary: In 2017, a Memorandum of Agreement (MOA) was adopted between the Town of Front Royal and the County of Warren for a Front Royal/Warren County Joint Tourism Advisory Committee to advise, assist, support and advocate for tourism policies, programs, and activities to market and promote Front Royal and Warren County. This Committee was to serve as the "local tourism industry organization" referred to in State Code Section 58.1-3819, as amended. On May 19, 2020, the Joint Tourism Advisory Committee met and presented "Tourism Research & Steps to Move Forward" that included four options for the entities to choose from. The County Board of Supervisors met Tuesday, June 16, 2020 and voted to move forward with Option #3A, a fully contracted out joint Tourism Program with the Town of Front Royal. Council is requested to consider approval of Option #3A of the Front Royal/Warren County Joint Tourism Advisory Committee's Proposal, as presented.

Budget/Funding: None

Meetings: Joint Tourism Advisory Committee Meetings

Proposed Motion: **I move that Council approve moving forward with Option#3A, a fully contracted out Joint Tourism Program with the County of Warren, as presented in the Proposal of May 19, 2020.**

Approved By: _____

Moved _____ ***Seconded*** _____

VM Sealock _____ ***Cockrell*** _____ ***Gillispie*** _____ ***Holloway*** _____ ***Meza*** _____ ***Thompson*** _____

TOURISM RESEARCH & STEPS TO MOVE FORWARD

FRONT ROYAL / WARREN COUNTY
JOINT TOURISM ADVISORY COMMITTEE

May 19, 2020

HOW SHOULD TOURISM PROCEED?

Determine Short-Term Objectives for Change

Determine a Structure that Provides Direction, Leadership and Positive Tourism Growth

Create a Long-Term Plan with Budget, Metrics, and Oversight Responsibilities

WHAT IS TOURISM?

- **Tourism**, the act and process of spending time away from home in pursuit of recreation, relaxation, and pleasure, while making use of the commercial provision of services
- Tourism is one of the largest industries in Front Royal / Warren County bringing in for the private sector: over $151M in revenue, $34M in payroll and 1700 jobs (source: Virginia Tourism Authority – 2018 data)

AMAZING NATURAL AND HISTORICAL ASSETS

- Uniquely Positioned Near Major Metropolitan Areas
- At the Crossroads of Two Transportation Corridors (I66 And I81)
- Gateway to the Shenandoah Valley
- “Mile 0” Northern Entrance to the Skyline Drive and the Shenandoah National Park
- Where the North Fork and South Fork of The Shenandoah River Converge
- George Washington National Forest and Andy Guest State Park
- Appalachian Trail Access Points and Official Trail Town Status
- Historic Main Street
- Location of Multiple Civil War Historical Sites and Assets
- Places for Climbing, Hiking, Rafting, and Golfing, Horseback Riding And Other Outdoor Activities
- Acclaimed Shopping, Arts, Restaurants, Wineries, Breweries, Museums and Other Points of Interest

CURRENT SITUATION

- Tourism is funded by 60% of lodging tax for the County (Warren County Total Lodging Tax for FY 2019 = 195K) and 70% of Lodging Tax for Town. (Town of Front Royal Total Lodging Tax for Town for FY 2019 = approx. 190K). Additional funds have traditionally been applied by each entity.
- FY 2020-2021 Tourism Budget for the Town is $225K and for the County is $200K
- The County and Town have separate budgets and separate processes for tourism but are connected through the Joint Tourism Committee
- In January 2020, the Town of Front Royal removed the Director of Tourism leaving a void in structure and leadership
- Additionally, the Front Royal Tourism Department employs 3.6 paid FTEs dedicated to tourism and obtains assistance from 2-8 part-time volunteers (depending of seasonality). Staff operate out of the Visitor Center located on Main Street and perform various tourism related responsibilities
- The Visitor Center, located on Main Street, is a certified “Tourist Information Center” by the Virginia Tourism Commission. It is typically open 9am-5pm, 7 days per week.

FRONT ROYAL / WARREN COUNTY JOINT TOURISM ADVISORY COMMITEE

- Purpose: To advise, assist, support and advocate for tourism policies, programs and activities to market and promote Front Royal-Warren County and its environs. The Committee serves as the "local tourism industry organization": (referred to in Section 58.1-3819 of the Code of Virginia)

- Responsibilities:
  - Promote and assist tourism development in Front Royal-Warren county community
  - Develop and assist in the implementation of a joint tourism development plan to increase overall tourism revenue
  - Encourage individuals, business and the Town and County to invest in tourism development as an integral part of overall economic development
  - Assist the various regional organizations in planning and implementing a regional development plan

- Membership: Nine Members, each appointed to a four-year term: 1) The Front Royal Director of Community Development and Tourism, 2) The Warren County Planning Director 3) The President of the Front Royal-Warren County Chamber of Commerce and 4) the remaining six members: three members appointed by the town of which one is a representative from a lodging property and three by the County of which one is a representative from a lodging property.

- Officers: Current Chair: Katie Tewell, Current Vice Chair: Kerry Barnhart, Current Secretary: Taryn Logan

RECOMMENDATIONS

Recommended Objectives

Customer Experience	Identify true target customer, experience they want, what we have to offer and the economic potential
Metrics	Define clear metrics to assess performance, progress against goals and to benchmark against best-in-class entities
Social Platforms	Shift from dependence on print advertising to online social media to include paid ads, geo targeting and higher use of video and original content
Analytics	Improve SEO and track and report on online positioning / Google Analytics; track and report on social media metrics
Sustainability	Increase focus on “sustainable tourism”
Resources	Leverage the combined funding and resources of Town and County to get biggest bang for the buck and reduce redundancy / competing messaging
Ambassadorship	Increase ambassadorship, volunteerism, and local business engagement
Brand	Leverage Front Royal as a brand

General Recommendations Tourism Functions

- Strategy , Planning and Budgeting
- Visitor Services
- Marketing / Advertising
- Research and Analytics
- Physical Infrastructure (Strategy Only)
- Partner Liaison

Potential Metrics

ACHIEVEMENT OF ANNUAL / BUSINESS MARKETING PLAN

GROWTH IN LODGING TAX

GROWTH IN MEALS TAX

PARK SERVICE VISITORS ATTENDANCE – FRONT ROYAL

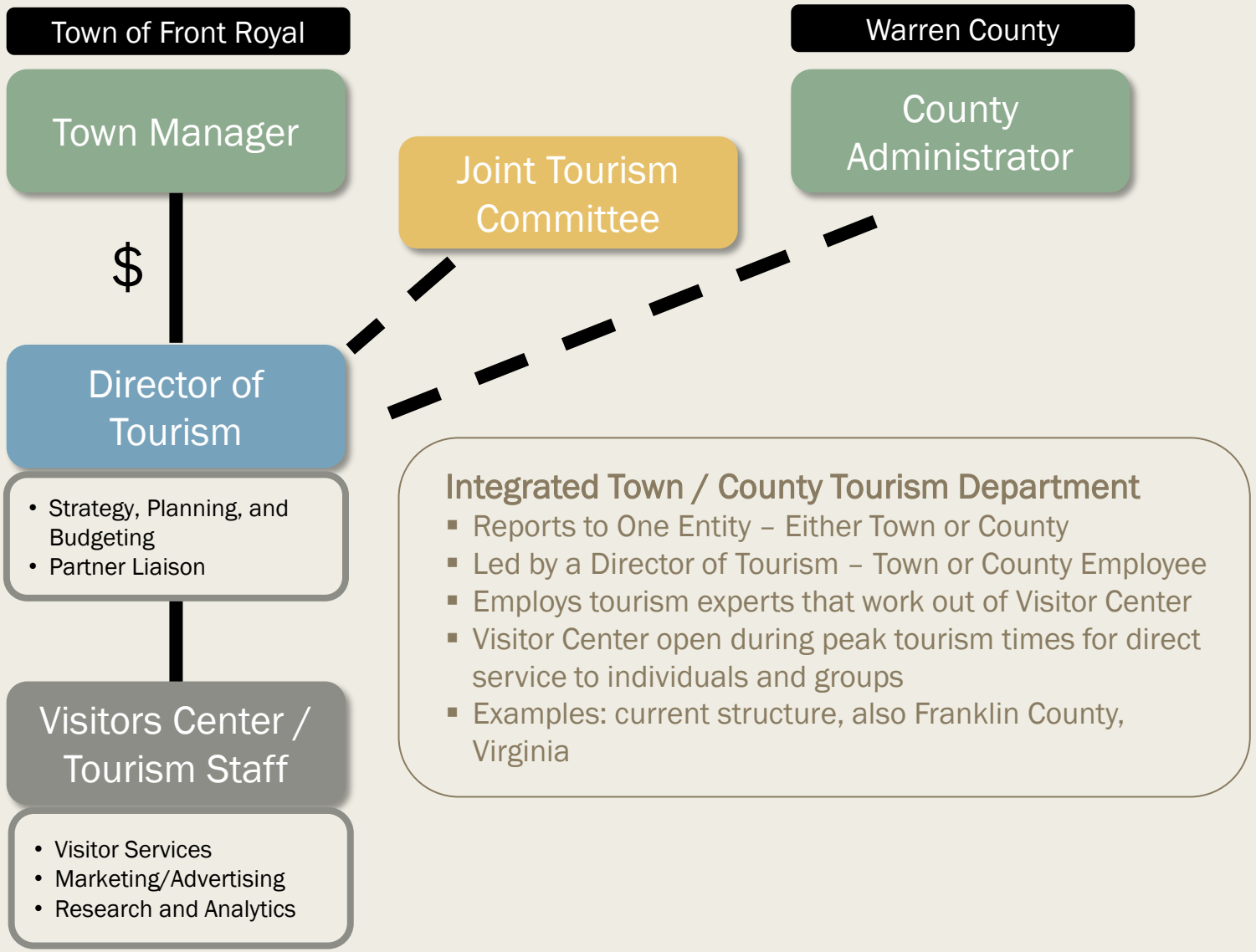
EARNED MEDIA

WEBSITE / MOBILE AND SOCIAL ANALYTICS

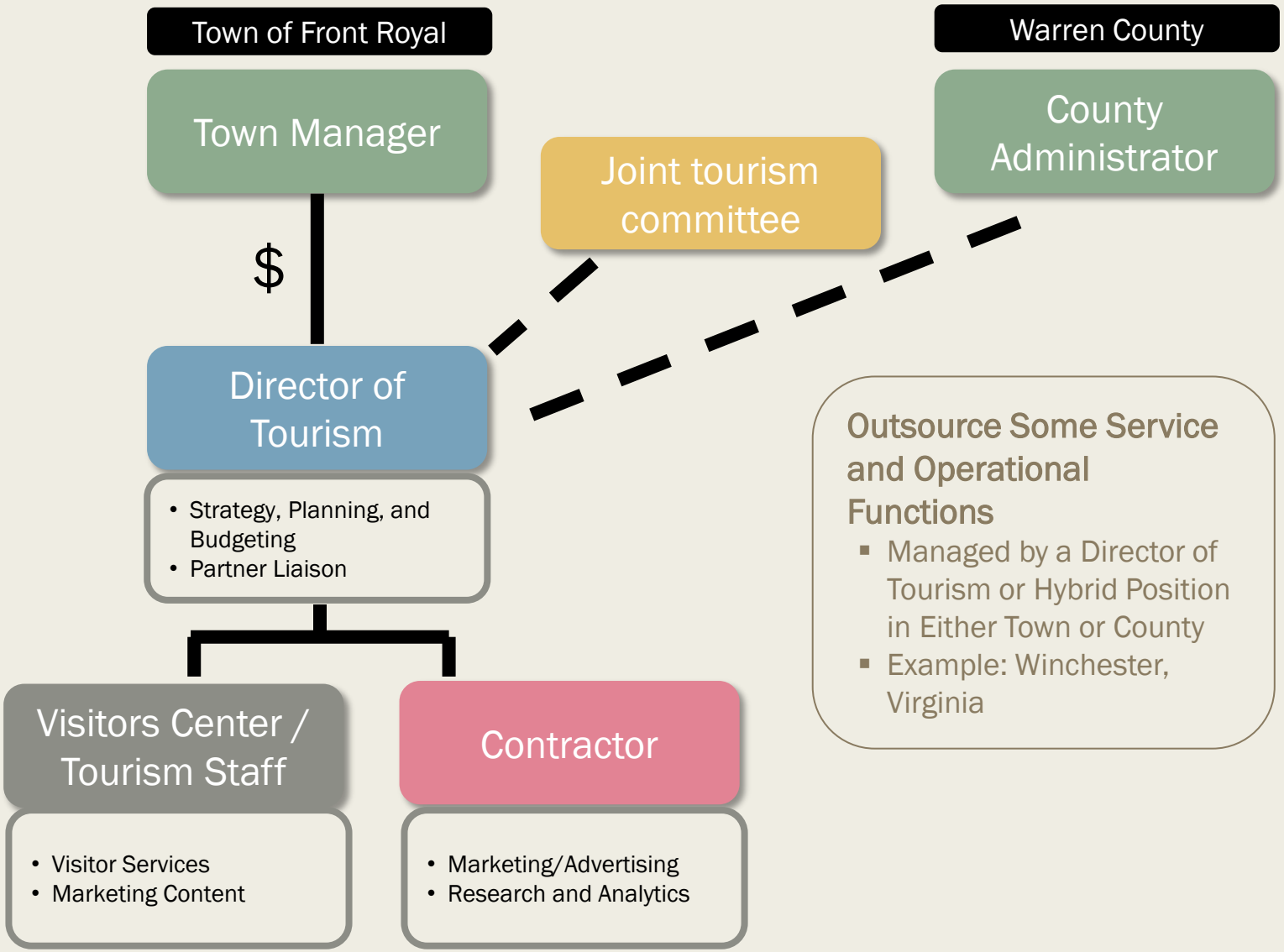
BUSINESS SURVEY

INCREASE IN TOURISM RELATED BUSINESS REVENUE

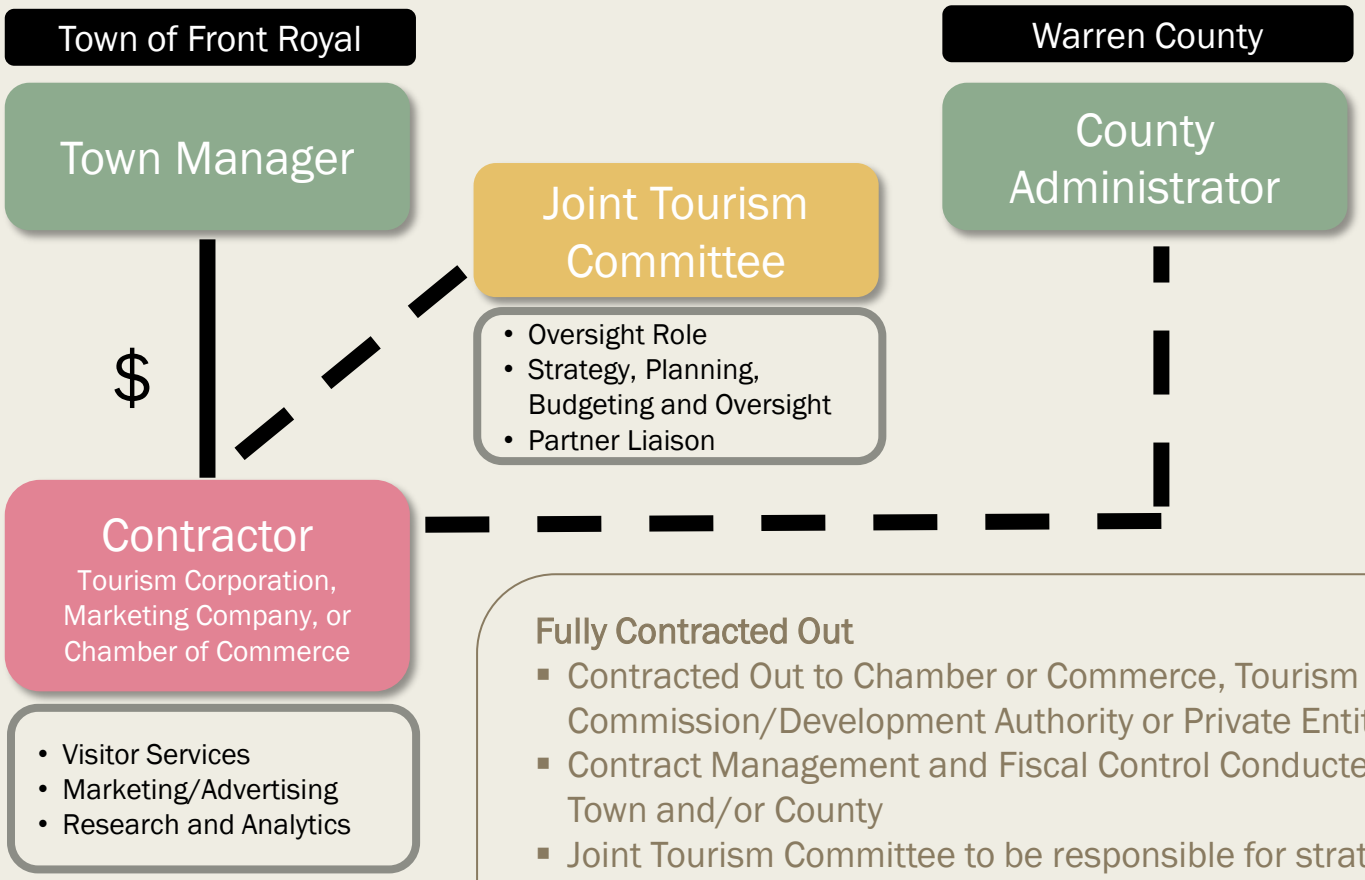
Structural Option 1: In-House



Structural Option 2: Outsource Some Functions



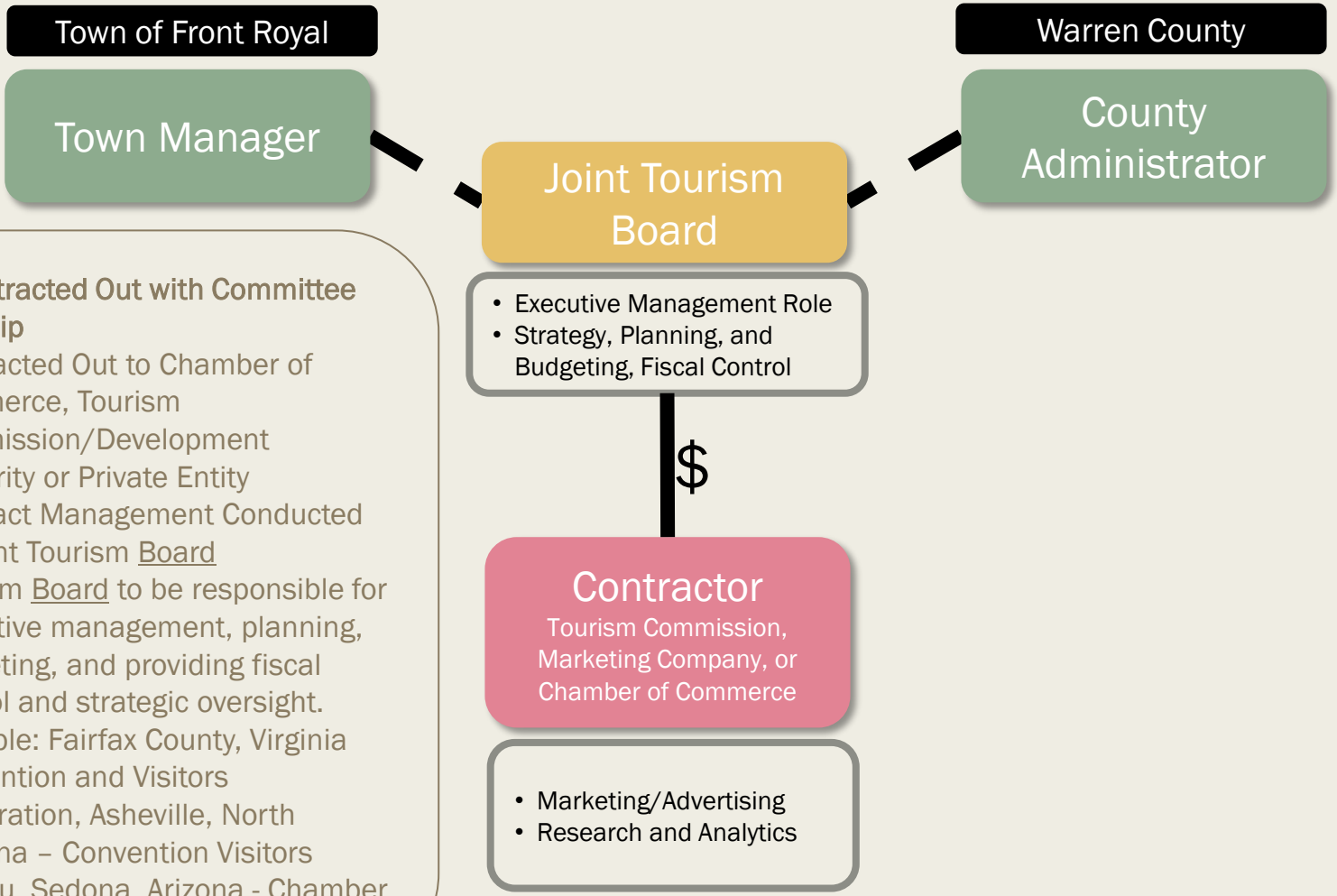
Structural Option 3A: Fully Contracted Out



Fully Contracted Out

- Contracted Out to Chamber or Commerce, Tourism Commission/Development Authority or Private Entity
- Contract Management and Fiscal Control Conducted by Town and/or County
- Joint Tourism Committee to be responsible for strategy planning, budgeting, and strategic oversight.
- Example: Bath County, Virginia (Private Marketing Organization)

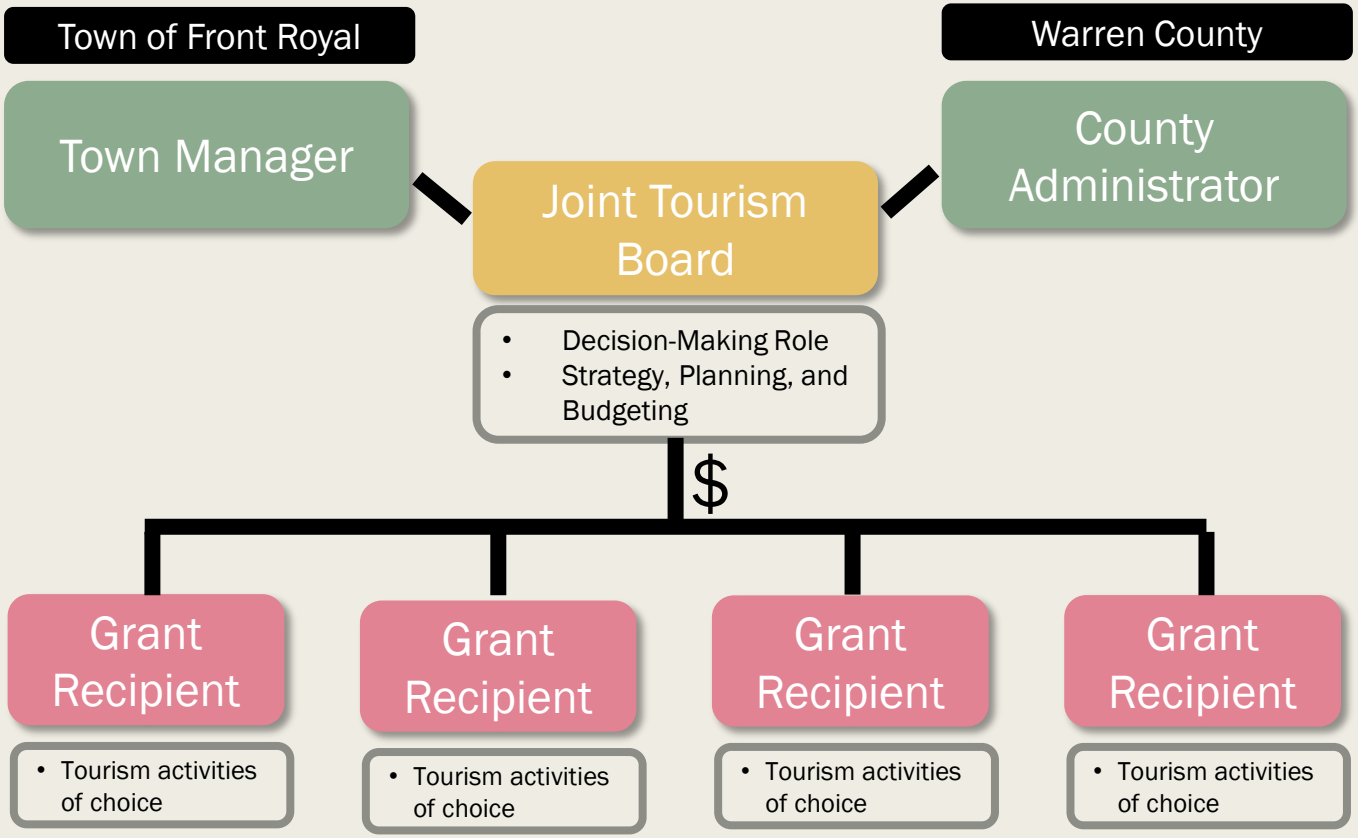
Structural Option 3B: Fully Contracted Out with Committee Leadership



Fully Contracted Out with Committee Leadership

- Contracted Out to Chamber of Commerce, Tourism Commission/Development Authority or Private Entity
- Contract Management Conducted by Joint Tourism Board
- Tourism Board to be responsible for executive management, planning, budgeting, and providing fiscal control and strategic oversight.
- Example: Fairfax County, Virginia Convention and Visitors Corporation, Asheville, North Carolina – Convention Visitors Bureau, Sedona, Arizona - Chamber of Commerce

Structural Option 4: Grant Model



Outsource to Multiple Providers Via Grants

- Central management via board (variation - government office)
- Grants open to all comers as long as the organization can help promote tourism
- Example: Frederick County, Maryland - Main Street Communities Cooperative Fund

Recommended Outsourcing Ground Rules

- Open and competitive
- Multi-Sourced
- Objective Evaluation
- One Year Renewable, Measurable and Enforceable Contract
- Full Transparency on Financials
- Firewalled Operations and Financials from Other Lines of Business / Clients
- Yearly Planning with Town and County Officials
- Quarterly and Yearly Reporting Against Plan and Pre-Defined Metrics

Next Steps

- Council / Board of Supervisors to Determine Structural Options
- Design Roles and Ensure Best Fit
- Hire for Any Open Roles
- If Any Outsourcing is Selected – Develop Request for Proposal: Functions, Metrics, and Criteria
- Select Contractor / Contracted Functions
- Communicate Organization
- If Tourism Committee Shifts to a Board with Fiscal Accountability, Restructure as Necessary

THANK YOU

12

Council Agenda Statement

Item # 12

Meeting Date: June 22, 2020

Agenda Item: CLOSED MEETING – Personnel and EDA Lawsuit

Motion to Go Into Closed Meeting

I move that Town Council go into Closed Meeting for the following reasons:

(1) To discuss and consider the assignment, appointment, promotion, performance and salaries of specific public officers, appointees, or employees of the Town, pursuant to Section 2.2-3711. A. 1. of the Code of Virginia.

(2) To consultation with legal counsel and staff members regarding actual litigation concerning the Town's ongoing lawsuit against the EDA, where such consultation or briefing in Open Meeting would adversely affect the negotiating or litigating posture of Town Council; ; pursuant to Section 2.2-3711. A. 7. of the Code of Virginia.

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

I move that 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 the Mayor and Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.

Approved By: _____

Moved _____ ***Seconded*** _____

VM Sealock _____ ***Cockrell*** _____ ***Gillispie*** _____ ***Holloway*** _____ ***Meza*** _____ ***Thompson*** _____