



REGULAR TOWN COUNCIL MEETING

Monday, November 9, 2020 @ 7:00pm
Warren County Government Center

1. **PLEDGE OF ALLEGIANCE**

2. **MOMENT OF SILENCE**

3. **ROLL CALL**

Mayor Tewalt _____ VM Sealock _____ Cockrell _____ Gillispie _____ Holloway _____ Meza _____ Thompson _____

4. **APPROVAL OF MINUTES**

Moved _____ Seconded _____

Regular Council Meeting Minutes of October 26, 2020

Work Session Minutes of October 26 and October 29, 2020

5. **RECEIPT OF PETITIONS and/or CORRESPONDENCE FROM THE PUBLIC**

Public speakers and Council Members must use the same civility, decorum, orderly behavior, relevancy of comments to the subject at hand, and appropriate language in addressing Town Council as they would use in addressing a Judge in a Court of Law. No profanity, vulgar, or sexist language, or irrelevant commentary, is allowed. (*Robert's Rules*, §43, pp. 379-382; *Steinburg v. Chesterfield Cty. Planning Com'n*, 527, F. 3d (4th Cir.) 2008); *Eichenlaub v. Township of Indiana*, 385 F. 3d 274 (3d Cir. 2004). -see page 2-

6. **REPORTS**

- a. Report of Special Committees or Town Officials and Interim Town Manager
 - * **Recognition of Appreciation to First Bank**
 - * **Stars of the Month for September and October**
- b. Requests and inquiries of Councilmembers.
- c. Report of the Mayor

7. **PROPOSALS FOR ADDITION/DELETION OF ITEMS TO THE AGENDA**

8. **COUNCIL APPROVAL OF CONSENT AGENDA ITEMS**

Moved _____ Seconded _____

- A. Sole Source Purchase of Goods/Services to Rehabilitate the Water Plant's Filter Media
- B. Sole Source Purchase of Neptune Water Meters
- C. Deed of Gift of Easement for Sanitary Sewer Utilities – Ramsey, Inc.
- D. Bid for De-icing Road Salt

9. **PUBLIC HEARING TO RECEIVE PUBLIC INPUT** – License Agreement with Front Royal Brewing Company to Use Kidd Lane

10. **PUBLIC HEARING** – Rezoning Application by EDA for Rezoning of Approximately 62.7 Acres from R-1 to I-2 at the End of Progress Drive (*1st Reading*)

11. **PUBLIC HEARING** – FY21 Budget Amendment – Outstanding Purchase Orders

12. **COUNCIL APPROVAL** – Amendment to Chapter 4-1 and 4-1.1 of Town Code Pertaining to Location of Meetings and Remote Participation of Meetings for All Public Bodies. (*2nd Reading*)

13. **COUNCIL APPROVAL** - Deed of Easement from ELP RIVERTON, LLC to the Town for Water/sewer Easements and Rights-of-way Acquisition for Facilities Serving Land Unit 5, Riverton Commons Land Condominium, located in Riverton Commons.

14. **CLOSED MEETING** – Public Alley/Rights of Way and Personnel

TOWN COUNCIL AND PUBLIC PRESENTATION DECORUM REQUIREMENTS

During all portions of a Regular Town Council Meeting, including its Public Presentations portion, the following requirements of decorum by both public speakers and Town Council Members must be followed. These are the requirements: Town Code, *Robert's Rules of Order* (incorporated into Town Code), and Federal Court Decisions interpreting First Amendment Constitutional Law on Free Speech.

1. The Mayor, as the presiding officer of Town Council, shall enforce the rules of procedure, preserve order and decorum, and appoint all Committees. (*Town Code 4-8*)
2. Every member of the Council shall address the presiding officer before speaking, confine himself to the question before the body and avoid all personal or indecorous language. (*Town Code 4-12*)
3. Public speakers and Council Members must use the same civility, decorum, orderly behavior, relevancy of comments to the subject at hand, and appropriate language in addressing Town Council as they would use in addressing a Judge in a Court of Law. No profanity, vulgar, or sexist language, or irrelevant commentary, is allowed. (*Robert's Rules, §43, pp. 379-382; Steinburg v. Chesterfield Cty. Planning Com'n. 527, F. 3d (4th Cir.) 2008; Eichenlaub v. Township of Indiana, 385 F. 3d 274 (3d Cir. 2004.)*)
4. There can be no personal attacks. A speaker can condemn the nature or likely consequences of a proposed measure in strong terms, but under no circumstances can he attack or question the personalities or the motives of another member. The measure, but not the man, is the subject of debate. (*Same Authority as above*)
5. A speaker may not speak to any matter that is the subject of a public hearing during that same Regular Meeting. (*Robert's Rules, § 43, pp. 379-382*)
6. A speaker who violates 2., 3., 4., or 5. above should be promptly asked to stop speaking in that fashion by the Mayor. If such speaker does not promptly so stop, the Mayor should ask the Sergeant at Arms (Police Officer) to remove such speaker, forcibly if necessary, and even charged with a misdemeanor crime. Federal court decisions have established that public policy in maintaining civility and decorum during the public comment sessions of its public meetings, both to ensure the efficient conduct of the people's business and to maximize citizen participation in the discussion, override the speaker's First Amendment rights of free speech. Governmental bodies may enforce policies against personal attacks in furtherance of a legitimate governmental purpose to preserve order and decorum in meetings, so long as they do not use the personal attack policy as a pretext to squelch a particular substantive viewpoint. (*Robert's Rules, § 43, pp. 379-382; Steinburg v. Chesterfield Cty. Planning Com'n. 527, F. 3d (4th Cir.) 2008; Eichenlaub v. Township of Indiana, 385 F. 3d 274 (3d Cir. 2004.)*)

Town Attorney July 2020

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TOWN COUNCIL REGULAR MEETING MINUTES

The regular meeting of the Town Council of the Town of Front Royal, Virginia was held on October 26, 2020, in the Warren County Government center. The Pledge of Allegiance was led by Vice Mayor Sealock and the Moment of Silence, by Mayor Tewalt. This meeting can be viewed in its entirety by accessing the video of the same date online via the Town's website at www.frontroyalva.com.

ROLL CALL for MAYOR/TOWN COUNCIL

PRESENT:

- Mayor Eugene R. Tewalt
- Vice Mayor William A. Sealock
- Councilman Lori A. Cockrell
- Councilman Gary L. Gillispie
- Councilman Chris W. Holloway
- Councilman Jacob L. Meza
- Interim Town Manager Matthew A. Tederick
- Town Attorney Douglas W. Napier
- Deputy Clerk of Council Mary E. Lynn

ABSENT: Councilman Letasha T. Thompson

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

APPROVAL OF MINUTES

Councilman Gillispie moved, seconded by Councilman Holloway to approve the Special, Work Session and Regular Council Meeting Minutes of October 5, 8, 12 and 19, 2020, as presented.

Vote: Yes – Unanimous (NO ROLL CALL)

RECEIPT OF PETITIONS AND/OR CORRESPONDENCE FROM THE PUBLIC

Paul Gabbert, 1221 Valley View Drive, voiced his concerns about a Public Notice that was published in the Northern Virginia Daily regarding a rezoning request from the Front Royal IDA and Warren

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County EDA for a piece of land located in the Happy Creek area. Mr. Gabbart stated he was unaware of the existence of a Front Royal IDA and speculated that it was created by the Interim Town Manager “without anybody noticing.” He added his belief that it was a “deliberate attempt at trying to misguide and deceive the public for the personal satisfaction of the Interim Town Manager.”

REPORTS

a. Report of Special Committees of Town Officials and Interim Town Manager

Interim Town Manager Tederick expressed his appreciation of Mr. Gabbart’s statement. He noted his belief that the Public Notice in question was correct, but he would check to be sure.

Mr. Tederick highlighted the “extraordinary contacts and outreach” that were achieved due to an influencer event that was held in Front Royal. He mentioned that one of the influencers was contacted by someone, with over 600,000 social media followers about their experience in town as well as an article in the Washington Post that prominently identified a blog post about Front Royal.

b. Requests and inquiries of Council Members

Vice Mayor Sealock read a statement in response to a citizen speaker who indicated that financial issues, regarding the new Police Department, between the Town and the Front Royal Warren County Economic Development Authority (EDA) should have been resolved earlier. He stated that the resolution required extensive review to arrive at an agreeable figure. He added that, several weeks prior, the Warren County Board of Supervisors sent a letter to the Chairman of the EDA requesting the Town and EDA resolve their financial issues. He expressed Council’s appreciation of the Board for their efforts. He stated that Council had not received any correspondence from the EDA as a result of the letter and that open communication is required in order to move forward.

Councilman Cockrell highlighted two citizens that were creating a positive influence in the community. Tracy Pullen Funk, who runs a blanket drive to distribute blankets to those in need. Brittany Lewis, who had scheduled a color run for her organization, “Save the Children,” whose goal is to raise money to combat against human trafficking, specifically focusing on children.

c. Report of Mayor

Mayor Tewalt, in response to Vice Mayor Sealock, stated that he had met with the Chairman of the EDA earlier that morning. He explained that they had discussed the Police Department interest payments, Leach Run Parkway invoices, the West Main Connector, and the “so-called” 70-30 split money owed to the EDA by the Town. He stated the EDA is working towards resolving all the issues the Vice Mayor had addressed.

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d. Proposals for addition/deletion of items to the Agenda

Vice Mayor Sealock moved, seconded by Councilman Gillispie to add item #10, a Supplemental Resolution authorizing and approving a loan in the original principal amount of \$8,483,001.15, made by United Bank, as lender, to the Town, as borrower.

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

No – N/A

Abstain – N/A

Absent – Councilman Thompson

ROLL CALL

COUNCIL APPROVAL OF CONSENT AGENDA ITEMS

A. Bid for Snow Removal Services for FY21 Winter Season

Council approved a bid from Andrews Grading & Excavating LLC for snow removal services for the FY21 Winter Season.

B. Sole Source Purchase of a Dezurick Pump Control Valve for Water Treatment Plant

Council approved a sole source Dezurick pump control valve for the Water Treatment Plant from Commonwealth Engineering & Sales in the amount of \$29,609.00

Councilman Gillispie moved, seconded by Councilman Meza that Council approve the Consent Agenda items as presented.

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

No – N/A

Abstain – N/A

Absent – Councilman Thompson

ROLL CALL

PUBLIC HEARING – Amendment to Chapter 4-1 and 4-1.1 of Town Code Pertaining to Location of Meetings and Remote Participation of Meeting for All Public Bodies (*1st Reading*)

Mayor Tewalt opened the public hearing.

Paul Gabbert, 1221 Valley View Drive, asked for clarification and expressed his concern that the changes would limit the public's access to meetings.

Mayor Tewalt explained that public access to meetings would stay the same. He stated the changes would allow Council to participate via telephone and would also allow them to move the meeting if necessary. Mr. Gabbert thanked the Mayor for his explanation.

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Mayor Tewalt closed the public hearing.

Councilman Holloway moved, seconded by Councilman Meza that council affirm on its first reading an ordinance to amend Chapter 4-1 and 4-1.1 of the Front Royal Town Code that would clarify when and where Town Council meets and include all public bodies to participate in meetings remotely by electronic means, as presented.

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

No – N/A

Abstain – N/A

Absent – Councilman Thompson

ROLL CALL

COUNCIL APPROVAL – Purchase of Records Management Module, MOU for Reimbursement and FY21 Budget Amendment.

Councilman Cockrell moved, seconded by Councilman Gillispie that Council approve the purchase of Motorola's Spillman Records Management Judicial Sharing Module that allows quick transfers of police records to the Commonwealth Attorney's Office in the amount of \$12,785.42 and to approve a Memorandum of Understanding (MOU) with Warren County to allow for the reimbursement of \$12,785.42. She further moved that Council approve the budget amendment in the amount of \$12,785.42 to accept the reimbursement from Warren County and to direct the Interim Town Manager to execute the MOU.

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

No – N/A

Abstain – N/A

Absent – Councilman Thompson

ROLL CALL

ADDITION TO THE AGENDA – A Supplemental Resolution of Town Council authorizing and approving a loan in the original principal amount of \$8,483,001.15, made by United Bank, as lender, to the Town, as borrower, to refinance the Police Department Headquarters, authorizing and approving the loan documents prepared in connection with the loan; authorizing and approving certain town officials to execute and deliver the loan documents; authorizing and approving the granting of a security interest in and lien on certain property owned by the town; and authorizing other necessary actions in connection with the foregoing.

Subject to the following contingency, Vice Mayor Sealock moved, seconded by Councilman Holloway that Town Council approve the attached Supplemental Resolution authorizing and approving a loan in the original principal amount of \$8,483,001.15, made by United Bank, as lender, to the Town, as borrower, to refinance the Police Department Headquarters, authorizing

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and approving the loan documents prepared in connection with the loan; authorizing and approving certain town officials to execute and deliver the loan documents; authorizing and approving the granting of a security interest in and lien on certain property owned by the town; and authorizing other necessary actions in connection with the foregoing. This motion approving the Supplemental Resolution was expressly contingent upon Town Council, the Town Manager, the Finance Director and the Town Attorney approving the details of the final loan documents, once the final details were released by no later than Tuesday, October 27, 2020 at 5 PM. Otherwise, if Town Council, the Town Manager, the Finance Director and the Town Attorney do not approve said Loan documents by Wednesday, October 28, 2020 by 4 PM, this approval of the Supplemental Resolution may be rescinded by Town Council, and Town Council shall hold a Special Meeting on Wednesday, October 28, 2020 at 7 PM, in Front Royal, Virginia, Town Hall, to rescind its approval, to modify its approval or to ratify its approval of said Supplemental Resolution.

Interim Town Manager Tederick suggested Mayor Tewalt explain in further detail why this item was added to the Agenda.

Vote: Yes – Councilmen Sealock, Cockrell, Gilispie, Holloway & Meza

No – N/A

Abstain – N/A

Absent – Councilman Thompson

ROLL CALL

Mayor Tewalt adjourned the Regular Meeting at 7:26 PM and Council began their Work Session.

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 Regular Council Meeting minutes of October 26, 2020 on November 9, 2020.

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TOWN COUNCIL WORK SESSION MINUTES

Tuesday, October 26, 2020 at 7:00 P.M.

Warren County Government Center

1. **FY21 Budget Amendment – Outstanding Purchase Orders** – Finance Director Wilson explained that the budget amendment for outstanding purchase orders was a “house-keeping item” and that it would require a public hearing. After no discussion, council agreed to add it to their consent agenda.
2. **Front Royal Zoning Ordinance – Apartment Use and Development Regulations** – Planning and Community Development Director Wilson presented council with the current zoning requirements for apartments. He explained that as it was currently written – “All apartment developments shall comply” – gave no flexibility. He added that there had been several zoning applications for apartment developments that had to be denied due to the strict way the ordinance was written. He recommended changing the ordinance from a “hard standard” to more of a guideline, which would give Town Staff the ability to review requests on a case by case basis.

Councilman Holloway expressed his approval of the ordinance change. Councilman Meza thanked Mr. Wilson for bringing the issue to Council’s attention and noted his appreciation of finding an area of developmental opportunity.

3. **Planning Commission Membership – Proposed Change Reducing Number of Members** – Interim Town Manager Tederick explained that the town’s Planning Commission membership ordinance required seven members, however, in recent years it had proven difficult to fill all the seats. He noted that Town Staff’s recommendation was to decrease that number down to five members. Councilman Meza expressed his agreeance, stating the need for engaged, quality individuals, rather than “seat fillers.” Council all agreed to change the Planning Commission from seven members to five.
4. **Disconnects for Non-payment** – Interim Town Manager Tederick reported that due to recent legislation by the state the Town could be forced to temporarily suspend non-payment disconnects. He explained that the previous week, Town Staff was prepared to transfer funds from contingency back into the operating budget. They now recommended waiting until there was more information regarding the General Assemblies decision. He added that there was a possible exemption for municipalities that had not yet been finalized. Finance Director Wilson stated there was also a clause for CARES money to be used as relief, but there was not yet clarity on how it would be dispersed or who would qualify.

Mr. Tederick reminded Council that they had planned for potential budgetary deficits by moving funds into contingency when they did. He recommended waiting to approve any contingency budget transfers or amendments until the end of December.

5. **TLC Termination Letter** – Mr. Tederick dispersed a letter to Council and members of the press. He explained that there had been some serious conversations between Valley Health and Local Choice regarding the Town’s Insurance Plan with Anthem. He presented a timeline that included terminating

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the Town's agreement with Anthem on November 1st (unless they find a way to work with Valley Health), completing a market analysis on November 6th, and deciding on a new plan in December. He noted that there had been a similar issue with Anthem and Valley Health in the past that was able to be resolved.

Mayor adjourned this portion of the work session at 8:01 P.M. and Council went into closed session.

6. Closed Meeting - Personnel and EDA Lawsuit

Councilman Holloway moved, seconded by Councilman Cockrell, that Council go into Closed Meeting for the following purposes:

- (1) The discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, salaries, or resignation of specific public officers, appointees, or employees of the public body, pursuant to Section 2.2-3711. A. 1. of the Code of Virginia.*
- (2) With respect to the Town's lawsuit against the EDA, consultation with legal counsel and briefings by staff members of consultants pertaining to actual or probable litigation, where such consultation or briefing in Open Meeting would adversely affect the negotiating or litigating posture of the public body; "probable litigation" meaning litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party; pursuant to Section 2.2-3711. A. 7. of the Code of Virginia.*

There was unanimous consensus of Council to go into closed meeting.

Councilman Gillispie 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 the Mayor and 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

No – N/A

Abstain – N/A

Absent – Councilman Thompson

ROLL CALL

PRESENT: Mayor Tewalt, Vice Mayor Sealock, Councilman Cockrell, Councilman Gillispie, Councilman Holloway, Councilman Meza, Interim Town Manager Tederick, Town Attorney Napier, Finance Director Wilson, Energy Services Director Jenkins, Planning and Community Development Director Wilson, Risk Manager McIntosh, Deputy Clerk of Council Lynn, and members of the public and press.

ABSENT: Councilman Thompson

Signatures on next page

Mayor Initial _____

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 minutes of October 26, 2020 on November 9, 2020.

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TOWN COUNCIL WORK SESSION MINUTES

Thursday, October 29, 2020 @ 6:00pm

Town Hall Conference Room

1. CLOSED MEETING – Personnel

Councilman Cockrell moved seconded by Councilman Gillispie that Council convene and go into Closed Meeting with respect to interviews for the Town Manager's position, for the discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, salaries, or resignation of specific public officers, appointees, or employees of the public body, pursuant to Section 2.2-3711. A. 1. of the Code of Virginia.

VOTE: Yes – Unanimous

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

ROLL CALL VOTE: Yes – Mayor Tewalt, Councilmen Sealock, Cockrell, Gillispie, Holloway,
Meza and Thompson

No – N/A

Abstain – N/A

Absent – N/A

APPROVED:

Eugene R. Tewalt, Mayor

ATTEST:

Tina L. Presley Clerk of Council

Councilman _____ moved, seconded by Councilman _____ approved the Work Session minutes of October 29, 2020 on November 9, 2020.

8A



Council Agenda Statement

Item #08A

Meeting Date: November 9, 2020

Agenda Item: Sole Source Purchase of Goods/Services to Rehabilitate the Water Plant's Filter Media

Summary: Council is requested to approve the sole source award to Roberts Filter Group in the amount of \$295,700.00 for goods and service to rehabilitate the filter media at the Water Treatment Plant

Budget/Funding: Funding is encumbered on purchase order #28871 in line item 9601-R47009

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 sole source award to Roberts Filter Group in the amount of \$295,700.00 for goods and service to rehabilitate the filter media at the Water Treatment Plant

Approved By: _____

Moved _____ Seconded _____

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



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: November 2, 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 Water Treatment Plant to procure goods and services to rehabilitate their filter media. The procurement method is sole source procurement in accordance with the Virginia Public Procurement Act (VPPA). The sole source purchase from Roberts Filter Group of the goods and services to rehabilitate the filter media at the Water Treatment plant is the only source available as Roberts was the original installer with proprietary technologies and goods.

Staff recommends Council approve the sole source award to Roberts Filter Group for \$295,700.00 for the completed rehabilitation of the Water Treatment Plant's filter media. Please find attached to this memo, a recommendation memo from Mike Kisner, Water Treatment Plant Manager, Sole Source Form signed by Robert Boyer, Public Works Director, sole source letter from Roberts Filter Group, and the Town's Standard Contract for Services with the Roberts Filter Group Proposal.

Please add this recommendation to Council's November 9th, 2020 Regular Meeting as a consent agenda item.

Funding for this project is encumbered on purchase order #28871 in the line item 9601-R47009.

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



TOWN OF FRONT ROYAL

Public Works
Water Treatment Plant
102 East Main Street
FRONT ROYAL, VIRGINIA 22630-1560

Michael Kisner
Manager of Water Treatment
(540) 636-7474
(540) 636-2890 (Fax)

Memorandum

To: B.J. Wilson Financing Director & Robbie Boyer Public Works Director

From: Mike Kisner, WTP Manager

Date: 10/19/20

Re: Monolithic Wheeler Bottom Filters Aries Managed Air System Sole Source Justification Quotation - El-20-1016 9601-R47009 P.O. 28871

The Town of Front Royal Water Treatment Plant has received a price quote from Roberts Water Technologies to Rehabilitate four (4) Monolithic Wheeler Bottom Filter and Aries Air System at the Water Treatment Plant.

Roberts Water Technologies is the original manufacturer and only supplier of the Roberts Aries Managed Air and Retroliner system currently installed in our Filters.

Roberts Filter Group will provide all Material, Parts, Labor & Documentation needed to complete the full rehabilitation of our four Monolithic Wheeler Bottom Filter and Aries Air System. Filter Media has approx. 20-year service life expectancy.

Thanks,
Mike Kisner

SOLE SOURCE JUSTIFICATION FORM

Requesting Department: Water Treatment Plant
Description of Commodities or Services: Supply and Field Services for the rehabilitation of 4 existing Monolithic Wheeler bottom Filters

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

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

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

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

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

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

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

☐ None of the above apply (Please attach explanation)

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

Circle one: ☐ History Cost of similar commodities or services

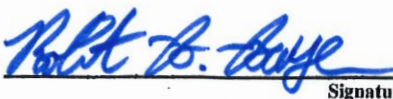
☐ Published prices

☐ Negotiated cost

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

Initiator: 
Signature

Date: 10/19/20

Verification by Department Head: 
Signature



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 **ROBERTS WATER TECHNOLOGIES, INC.**, a commonwealth corporation, whose street address is 214 NORTH JACKSON STREET MEDIA, PA 19063, 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 FRONT ROYAL WTP FILTER REHABILITATION, PROPOSAL EI-20-1016-T-R1

2. Time of Service Delivery: Normal working business hours for this project will be 9:00 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) until final approval by the Town of the service performed.

4. Payment:

The Town shall promptly pay the sum of TWO HUNDRED NINETY-FIVE THOUSAND SEVEN HUNDRED DOLLARS (\$295,700.00) for the completed services or delivered goods described in the independent contractor's proposal by the required date. The required payment date shall be based upon net 30 terms. 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 assessed 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 Alisa Scott at ascott@frontroyalva.com.

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.

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 assessed 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 Alisa Scott at ascott@frontroyalva.com.

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 and defend 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" - INDEPENDENT CONTRACTOR'S PROPOSAL EI-20-1016-T-R1, SOLE SOURCE LETTER**

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.

(SEAL)

TOWN OF FRONT ROYAL, VIRGINIA

Attest: _____

BY: _____

Type Name: _____

Type Name: Matthew Tederick

Title: Interim Town Manager

Date: _____

(SEAL)

ROBERTS WATER TECHNOLOGIES, INC.

Attest: _____

BY: _____

Type Name: _____

Title: _____

Type Name: _____

Date: _____

APPROVED AS TO FORM:

DOUGLAS W. NAPIER, TOWN ATTORNEY

DATE: _____



Roberts Filter Group

Innovations for Generations

214 North Jackson Street • Media, PA 19063
www.robertsfilter.com • p 610.583.3131 • f 610.583.0117

October 15, 2020

Front Royal Water Authority
800 Crosby Road
Front Royal, VA 22630

Attention: Mr. Mike Kisner

Dear Mr. Kisner:

This letter replaces and supersedes the letter dated February 24th, 2020 signed by Denis Kull; please rely only on this letter and the contents contained herein.

Roberts Filter Group is the original manufacturer of the Aries, Managed Air System currently installed in your filters. The Roberts Filter Group is the only supplier of Aries Managed Air System original components.

Roberts Filter Group is the original manufacturer of the Roberts' Retroliner system currently installed in your filters. The Roberts Filter Group is the only supplier of the Roberts' Retroliner installed in your system or the new Roberts' Retroliner color coded flow control liners.

The Roberts Filter Group is committed to product development of new and beneficial technologies to the water treatment community. Roberts research and development has led to many patents and filtration improvements, such as the Aries and Retroliner product lines currently installed in Front Royal, Virginia filters.

If you have any questions or would like to discuss Roberts' family of products, don't hesitate to contact me.

Sincerely,

Matt Roberts
Vice President

A Unit of the Roberts Filter Group of Companies

Roberts Water Technologies • Roberts Environmental • Roberts Services • Roberts Leotech • Roberts Filter International • Roberts of Puerto Rico



Roberts Filter Group

Innovations for Generations

V₂O MODEL

VALUE TO OPERATIONS™

Our Value to Operations™ model combines the most advanced water treatment innovations with a time-tested family-run service model that the industry has always counted on. The model consists of five key operational solution areas from research and development through the continuity of equipment, knowledge and relationships.



Research & Development

- Designed and patented one of the earliest U.S. water filters in 1889
- In-house engineering department
- Analyzes and tests the latest advancements in water treatment
- Continually drives the standards in efficiency, compliance and sustainability

Products & Solutions

- Broad portfolio of time-tested products, equipment and solutions
- Key focus on operational efficiency and energy savings
- More than 4,000 installations across five continents
- Many installations still working at optimum levels after decades
- Patented single-source control systems and instrumentation

Integration

- Flexible designs allow plants to customize equipment and technologies
- Integrates equipment into existing structures and systems
- Real-time SCADA integration reporting technologies
- Customized control systems provide complete integration of all plant management operations

Service

- Family-run service model delivers the highest levels of responsiveness and expertise at every stage
- Top leadership is always accessible
- Partners with plants to eliminate repeat problems and solve complex issues

Continuity

- Institutional knowledge and commitment of fifth-generation leadership
- Patented generational products promote product longevity and the ability to replace or repair equipment
- Time-tested partnerships and relationships that last for generations

INNOVATIONS FOR GENERATIONS

More than a century ago, in 1889, we designed and patented one of the earliest water filters. Today, we're still on the cutting edge. Across the U.S. and around the world, Roberts continues to work with some of the smartest companies and engineers on the planet to answer the industry's demand for customized, flexible solutions and efficient operations. Below is a timeline of our historic accomplishments:

-
- Today ○ Roberts is the largest family-owned water treatment company in the U.S.
- 2010 ○ Expands U.S. manufacturing and research and development facilities
- 2000 — Introduces the industry's first jointless underdrain
- 1997 ○ 1990s: Develops new systems for sludge removal, air scour, filter monitoring and real-time adjustments.
- 1990 —
- 1980 — 1980s: Develops package treatment facility systems, improving efficiency of treating low turbidity water
- 1970 —
- 1960 — 1960s: Introduces continuous effluent turbidity monitoring to enhance filtration performance for the municipal market
- 1950 — 1950s: Charles V. Roberts II pioneers high-rate filtration to the municipal market.
- 1939 ○ Provides water treatment facilities for the Manhattan Project, utilizing high-rate filtration clean water for the world's first atomic energy installations
- 1924 ○ Jesse W. Roberts consolidates efforts into new filtration plants, builds many installations that have been in constant use ever since.
- 1914 ○ Charles V. Roberts oversees development of first Army mobile water purification units.
- 1889 ○ Charles Roberts first patents his household stone filters.

DRIVING VALUE AT THE HEART OF THE PLANT

Roberts Filter Group is the largest family-owned water treatment company in the U.S., with more than 4,000 installations across five continents. Our century-old service model creates value at the heart of the plant across all seven of the key value drivers: from energy usage to operational efficiency.



Equipment
Lifespan



Energy
Usage



Plant
Performance



Operational
Efficiency



Solution
Flexibility



Compliance
Regulations



Existing
Infrastructure

PRODUCTS AND SOLUTIONS THAT SPAN THE SPECTRUM OF PLANT OPERATIONS:

PRE-TREATMENT

- Flocculators
- Spyder® – Sludge Withdrawal Web
- Slyder™ – Hoseless Sludge Withdrawal
- Plate Settlers
- Dissolved Air Flotation

FILTRATION

Gravity Filtration Products

Underdrains

- Infinity® – Continuous Lateral Underdrain
- Trilateral®
- Wheeler Bottoms
- Clay Tile

Auxiliary Wash Systems

- Aries™ – Managed Air System
- Air Grid®
- Unisweep® – Surface Wash Agitator

Ancillary

- Fiberglass Troughs
- Filter Media

Pressure Filtration

- Horizontal Pressure Filter
- Vertical Pressure Filter

Pressure Filtration Products

- Infinity® – Continuous Lateral Underdrain
- Aries™ – Managed Air System
- Header Lateral Underdrain
- Filter Media

Applications

- Desalination Pre-Treatment
- Gemini® – Activated Carbon Systems
- Iron and Manganese Removal

Package Filtration Products

- Pacer II® – Dual Treatment System
- ContaClarifier™ – Pre-Treatment System
- Reliant® – Package Treatment
- Clarion® – Prefabricated Filter

WASTE RECYCLING

- Dissolved Air Flotation
- Plate Settlers
- Microwedge® – Sludge Dewatering
- Floating Decanters



Roberts Filter Group

Innovations for Generations

214 North Jackson Street • Media, PA 19063

www.robertsfilter.com • p 610.583.3131 • f 610.583.0117

October 15, 2020

Front Royal Water Authority
800 Crosby Road
Front Royal, VA 22630

Attention: Mr. Mike Kisner

Dear Mr. Kisner:

This letter replaces and supersedes the letter dated February 24th, 2020 signed by Denis Kull; please rely only on this letter and the contents contained herein.

Roberts Filter Group is the original manufacturer of the Aries, Managed Air System currently installed in your filters. The Roberts Filter Group is the only supplier of Aries Managed Air System original components.

Roberts Filter Group is the original manufacturer of the Roberts' Retroliner system currently installed in your filters. The Roberts Filter Group is the only supplier of the Roberts' Retroliner installed in your system or the new Roberts' Retroliner color coded flow control liners.

The Roberts Filter Group is committed to product development of new and beneficial technologies to the water treatment community. Roberts research and development has led to many patents and filtration improvements, such as the Aries and Retroliner product lines currently installed in Front Royal, Virginia filters.

If you have any questions or would like to discuss Roberts' family of products, don't hesitate to contact me.

Sincerely,

Matt Roberts
Vice President

A Unit of the Roberts Filter Group of Companies

Roberts Water Technologies • Roberts Environmental • Roberts Services • Roberts Leotech • Roberts Filter International • Roberts of Puerto Rico



Roberts Water Technologies, Inc.

Innovations for Generations

214 North Jackson Street • Media, PA 19063

www.robertsfilter.com • p 610.583.3131 • f 610.583.0117

October 16, 2020

Front Royal Water Authority
800 Crosby Road
Front Royal, VA 22630

Attention: Mr. Michael Kisner
WTP Manager

Reference: Front Royal WTP Filter Rehabilitation
Roberts' Contracts 3529, 2939, 2866, 2790, 1916, 1882, & 1523

Subject: Roberts' Proposal EI-20-1016-T-R1

Gentlemen:

Roberts Water Technologies, Inc. ("Roberts") is pleased to propose the below scope of supply and field services for the rehabilitation of four (4) existing monolithic Wheeler bottom filters, each measuring 15'-0" wide X 18'-0" long.

Scope of Supply & Field Services

Monolithic Wheeler Bottom Filters:

1. The existing filter media, support gravel, porcelain spheres, and Retroliner® inserts shall be removed from each filter by means of industrial vacuuming. The materials removed shall be transferred to a location on-site as designated by Front Royal WTP. Disposal of the existing materials shall be the responsibility of Front Royal WTP.
2. The monolithic Wheeler bottom underdrains shall be cleaned.
3. Any material located beneath the filter underdrains shall be removed and disposed at the designated on-site location.
4. Each monolithic Wheeler bottom underdrain shall be inspected, and the hoppers repaired as required. Any hoppers with loose or missing thimbles shall be reformed, and a new thimble installed. Any hoppers with minor deficiencies shall be patched using Roberts' CM-120 hydraulic cement mix.

Note:

- a. All repair work to be performed is confined to the hoppers only. No labor or materials are included for any structural repair work.
5. A Roberts' Retroliner® insert shall be furnished and installed in each pyramidal hopper. There shall be a plurality of inserts which have hydraulic characteristics that differ from at least some of the other inserts. Color coding of the inserts identifies the hydraulic characteristic for each insert so that the positioning of the insert in the underdrain can be determined from the color coding.
6. New porcelain spheres shall be furnished and installed in each pyramidal hopper.

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Roberts Water Technologies • Roberts Environmental • Roberts Services • Roberts Leotech • Roberts Filter International • Roberts of Puerto Rico

Note:

- a. Roberts' rehabilitation system including Retroliners®, porcelain spheres and CM-120 hydraulic mix is NSF 61/UL Listed.
7. Four (4) new manway gaskets shall be furnished for the underdrain plenum manways. Gaskets shall be match-marked using the existing manway covers and punched in the field.
8. Missing manway studs or those with considerable wear and tear or damage shall be repaired, and new studs and hardware furnished as required.

Aries™ Managed Air System:

1. The existing Aries™ modules shall be removed from each filter, inspected, and stored on-site. Replacement Aries™ lateral assemblies or Aries™ module header assemblies shall be quoted separately if required.
2. New Type 304 stainless-steel Aries™ grooved diffuser nozzles with No. 80 mesh, Type 304 stainless-steel screens shall be furnished and installed on each Aries™ air scour lateral. Two (2) e-style retaining clips ("e-clips") shall be provided for each grooved diffuser nozzle.
3. New nut, bolt, and gasket kits shall be furnished and installed on each 2" diameter drop pipe flange.
4. New 3/8" diameter U-bolts for 2" diameter pipe shall be furnished and installed on each 2" diameter Aries™ drop pipe.
5. The Aries™ system shall be re-installed and tested.

Support Gravel & Filter Media:

6. New filter support gravel shall be furnished and installed in five (5) different grades for a total finished depth of 12".

<u>Gravel Size</u>	<u>Finished Depth</u>
1-1/2" x 3/4"	Hopper Potfill
1" x 5/8"	3"
5/8" x 3/8"	3"
3/8" x 3/16"	3"
3/16" x #10	3"

2. Filter media of the following configuration shall be furnished and installed:

<u>Effective Size</u>	<u>Uniformity Coefficient</u>	<u>Media Type</u>	<u>Finished Depth</u>
0.45-0.55 mm	1.6 Max	Silica Sand	10"
0.90-1.00 mm	1.7 Max	Anthracite	17"

Note:

- a. All support gravel and filter media shall comply with standards of AWWA B100 and shall be NSF 61 listed.

3. Following filter media placement, filters shall be backwashed and skimmed to remove fines and disinfected.

Installation Services:

1. All equipment furnished by others shall be installed, inspected, started-up and serviced by others.
2. Roberts does not include any chemical, chemical feed equipment or chemical piping which shall be furnished by others.
3. Roberts shall furnish all the required field labor to install the equipment detailed in this proposal at our standard pay rates.
4. Roberts shall remove the existing filter media, porcelain, and Retroliners® from each filter and dispose on-site for Owner's off-site disposal.
5. Roberts shall rehabilitate one (1) filter at a time. Before proceeding to the next filter, Roberts will wait a minimum of one (1) week to ensure the previous filter is operating properly.
6. Roberts' typically requests a minimum of three (3) to four (4) weeks' prior notice for scheduling field service work.
7. Owner to provide adequate staging area for new filter equipment. Roberts to provide approximate footprint.
8. Owner to advise on work schedule constraints, hours of work, special delivery requirements or precautions, potential clearances and weight limits, known on-site hazards, site-specific safety requirements, and/or other pertinent details relevant to the site to so as to minimize interruptions to daily operations.

Price:

\$295,700.00 - Two Hundred Ninety-Five Thousand Seven Hundred Dollars

Price quoted is:

1. F.O.B. shipping points via motor freight with freight prepaid and allowed to jobsite or to nearest regular motor freight stop if jobsite delivery is not possible.
2. Exclusive of any State or Local Sales or Manufacturer's Use Taxes.
3. For acceptance within thirty (30) days.
4. Based on return of approved submittal data within two (2) weeks of submittal.
5. Firm for delivery within 20 weeks. Should Purchaser delay shipment beyond 20 weeks, price may be subject to escalation charges at 1-1/2% per month.

Submittals & Drawings:

Submittals shall be provided within three (3) to four (4) weeks after acknowledgment of order. Drawings shall show retroliner placement, porcelain sphere placement, gravel profile, media profile, and Aries® information.

Shipment:

To be advised.

Terms:

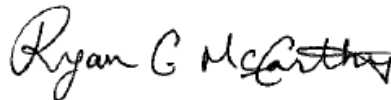
Refer to attached M6A-11/17 and M-100422A.

Work and Materials Not Included:

Roberts does not include any pipe, fittings, anchor bolts, handrails, gratings, ladders, valves, thimbles, telemetry, SCADA equipment and software, software licenses, test equipment or reagents, instrumentation, controls, valves, supports therefore, miscellaneous iron work, pumps, field wiring, motor starters, instrumentation, controls, field assembly nor installation, priming, painting, labor, start-up service, supervision, nor any other materials or services which are not covered within the above specified scope of this proposal.

We sincerely thank you for the opportunity of providing this proposal to you for your review and consideration and look forward to the opportunity to be of service.

Respectfully yours,
ROBERTS WATER TECHNOLOGIES, INC.



Ryan C. McCarthy
Regional Sales Manager

RCM:ldm

Enclosures: Forms M6A-11/17 & M-100422A
 Aries™ Brochure
 NSF 61 Certified Products Listing
 Wheeler Bottom Installation Listing

STANDARD TERMS & CONDITIONS OF SALE**1. QUOTATIONS**

Seller may make quotations verbally or in writing. Verbal quotations which are not confirmed in writing by Seller shall expire in five (5) calendar days unless Seller receives Buyer's purchase order within that period. Written quotations, including written confirmations of verbal quotations, shall expire automatically within thirty (30) calendar days after the date of quotation unless Seller receives Buyer's purchase order within that period. Acceptance of Seller's quotation by Buyer is expressly limited to the terms contained herein. The terms and conditions set forth herein represent all of the promises, covenants, agreements, conditions and understandings between Buyer and Seller and supersede all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, relating to the sale and purchase of the goods covered hereby.

2. ACCEPTANCE OF PURCHASE ORDERS

Purchase orders shall be made out to Roberts Water Technologies, Incorporated (herein called the "Seller"), Media, PA and shall be, notwithstanding any contrary language of Buyer's purchase order, subject to acceptance by an authorized employee at the seller's Media, PA Office.

3. TAXES

Unless otherwise noted, prices are exclusive of any taxes, including but not limited to local, State, Provincial, Federal Sales, Use or Manufacturer's Taxes or Customs and Duties of any sort; and such are to be borne by the Buyer.

4. CREDIT AND PAYMENT

- (a) The prices set forth on the quotation attached hereto constitute the effective prices, notwithstanding any price lists, prior quotations of prices or prices set forth in any purchase order.
- (b) In the United States and Canada payment terms are net thirty (30) days from date of shipment or, if delivery is delayed by an act of Buyer, thirty (30) days for date material is ready for shipment.
- (c) If Buyer is located outside the United States or Canada, special terms may be available.
- (d) Any amounts not paid when due shall incur a service charge of 1½% per month (18% per annum) until paid in full. Buyer shall pay all expenses incurred in collecting delinquent accounts, including attorneys' fees.
- (e) All credit and terms of payment are subject to approval of Seller's Credit Department.
- (f) Buyer will be invoiced and make payment, according to the above terms, for partial shipments.
- (g) Buyer may not assign rights and purchase orders without Seller's written consent.

5. SHIPMENTS

- (a) Statements as to the expected dates of shipment represent Seller's best judgment but shipment on those dates is not guaranteed. Failure to deliver pursuant to said shipment dates for any reason whatsoever whether in Seller's control or not shall not be cause for cancellation by Buyer or for the assertion of damages of any kind whatsoever including, but not limited to, consequential damages against Seller.
- (b) Costs for demurrage, cartage, and unloading material between points of delivery by carrier and jobsite are borne by Buyer.
- (c) Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on the date specified by the Seller. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. The date of delivery specified by the Seller is an estimate only.
- (d) **THE BUYER IS REQUIRED TO INSPECT AND COUNT GOODS UPON DELIVERY AND SHALL BE DEEMED TO HAVE ACCEPTED THE GOODS FOURTEEN (14) DAYS AFTER DELIVERY TO THE BUYER.** Accordingly, no claim for defect, variance in quantity, damage or quality will be entertained (without prejudice to the Seller's other rights pursuant to these Conditions) unless written notice together with all supporting evidence is received by the Seller within 14 days of delivery. After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.
- (e) On shipments F.O.B. Seller's Plant or point of manufacture, it is the Buyer's responsibility to inspect and accept materials and enter and prosecute any claim for loss or damage during shipment.

6. TITLE

All goods purchased hereunder are shipped F.O.B., Wagontown, PA or point of manufacture. Title to the products and all risk or loss or damage with respect thereto shall pass to and be borne by Buyer upon delivery by Seller to the carrier. All shipping and insurance charges shall be borne by Buyer, and where prepaid by Seller shall be included in the invoice for the goods shipped. To secure payment by Buyer of the amounts due to Seller under this or any other contract between Seller and Buyer, Buyer hereby grants to Seller a security interest in the goods purchased hereunder. Buyer agrees to execute, deliver, and file any financing statements, security agreements or other documents, and to do any and all acts which are requested by Seller to perfect, continue perfected, or evidence such security interest and any other security interests granted to Seller hereunder.

7. WARRANTY

- (a) If it is established within one year after delivery to the Buyer, that any material or workmanship was defective at time of shipment, Seller will, at Seller's option, repair or replace such goods. The foregoing shall constitute the exclusive remedy of Buyer. It is expressly understood that Seller will not be liable for any special, indirect or consequential damages, losses or expenses arising in connection with the use or inability to use Seller's equipment for any purposes.

SELLER DISCLAIMS AND MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT AS SET FORTH HEREIN, AND HEREBY SPECIFICALLY NEGATES ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER. BY SUBMITTING PURCHASE ORDER, BUYER AGREES THAT SELLER MAKES NO IMPLIED WARRANTIES AND ALL IMPLIED WARRANTIES ARE SPECIFICALLY EXCLUDED.

- (b) To return a product purchased hereunder in connection with the assertion of a claim under the foregoing expressed warranty, the Buyer must obtain a return authorization from Seller prior to returning such product and must pay the costs of return transportation. Such transportation costs will be reimbursed to the Buyer by Seller only upon verification of the propriety of the claim by Seller.

8. FIELD SERVICE

Unless otherwise noted in the quotation, the services of a serviceman or field engineer are not included in the quoted price. Service may be available upon payment of current per diem rates plus all travel and living expenses.

9. CANCELLATION

Deferral or cancellation of an order by Buyer will be accepted only on prior written agreement by and reimbursement to Seller for incurred expenses. Seller shall confirm any such oral notice in writing within five (5) days. Upon such cancellation, Seller shall have no further obligation with respect to this contract nor shall Seller be liable for damages of any kind, including, but not limited to, consequential damages, provided, however, that cancellation shall not be deemed a waiver of Seller's rights to demand performance by Buyer of any obligation of Buyer pursuant hereto, accrued up to the date of cancellation.

10. GOVERNING LAWS

These terms and conditions shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Any dispute or other legal action concerning these Terms, including any arbitration or litigation proceedings shall be conducted in Delaware County, Pennsylvania.

11. FORCE MAJEURE

Seller shall not be liable for any failure to discharge its obligations hereunder due to strikes, differences with workmen, accidents, Acts of God, fires, or shutdowns of its manufacturing plant or plants supplying it, orders of requirements of the United States Government, embargoes, inability to secure transportation facilities, or other contingencies beyond the control of Seller, including, but not limited to, those arising out of or due to national defense activities, or emergency conditions.

DOMESTIC FIELD SERVICE TERMS & CONDITIONS**1. AUTHORIZATION**

Two to four weeks, prior to notice in writing to Roberts Water Technologies, Inc. ("Roberts") is normally required in requests for service by a Roberts' field representative. Services shall not commence without an acceptable Purchase Order. Services performed shall be limited to the maximum dollar amount or time authorized in the Purchase Order. Robert's will normally notify the customer when the amount of services performed have reached 75% or more of the maximum amount authorized in the Purchase Order. Additional written authorization in the form a supplemental Purchase Order is required in order to obtain services in excess of the maximum amount authorized in the original Purchase Order.

2. RESPONSIBILITY

Unless otherwise specifically authorized in writing, the field service representative shall act only in an advisory capacity, interpreting drawings, recommending sequence of work in erection, installation, start-up, and repairs, or other services specifically included in Roberts' proposals. The Roberts field representative shall not be responsible for any acts of omission, commission, or the quality of workmanship of other than Roberts' field employees. The representative shall not be responsible for any deficiencies caused by employees, contractors, subcontractors or agents of the Owner failing to follow the instructions or advice of the representative. If Roberts requests, Customer shall execute an agreement indemnifying Roberts from any and all claims against field representative.

3. REPORTS

For acknowledgment purposes, Daily Time Summary Reports prepared by Roberts' service representative require the signature of the Customer's job superintendent, or other authorized individual, acknowledging receipt. Any differences in interpretation of warranty responsibilities shall be indicated on each appropriate daily report.

4. RATES

The hourly rate for a Roberts' service representative, whether straight time or overtime, is determined by the day of the week, and/or time of the week that the service is performed, according to the following:

- (a) **Straight Time:** Straight time is defined as time worked on a regular schedule of eight hours per day; between 7:00 AM and 6:00 PM - Monday through Friday, or for time worked on any other agreed upon schedule of eight hours per day, Monday through Friday. Each hour of straight time shall be paid at the straight time rate.
- (b) **Overtime:** Overtime is defined as time worked in excess of or at times other than the regular straight time rate, except that hours worked in excess of sixteen per day, Monday through Saturday, and any hours worked on Sundays and holidays, shall be paid at two times the straight time rate. A "holiday" is any day observed by Roberts as a holiday.

NOTE: STRAIGHT TIME AND OVERTIME RATES MAY BE ESTABLISHED ON A DAILY, WEEKLY OR MONTHLY BASIS, IF APPROPRIATE, RATHER THAN ON THE HOURLY BASIS UNDER SUB-PARAGRAPH (A), ABOVE.

- (c) **Standby:** Standby time is defined as time, up to eight hours per day, Monday through Friday, during which the field service representative, during the course of his assignment is available for work, but is not working because of circumstances beyond Roberts' control. Each hour of standby time shall be paid at the straight time rate.

NOTE: SHORTAGES OF MINOR ITEMS SUPPLIED BY ROBERTS SHALL NOT BE DEFINED AS STANDBY TIME CHARGEABLE TO ROBERTS.

5. TRAVEL TIME

Travel time is charges at the straight time rates. Travel time to the jobsite destination may be dependent upon particular skills required to perform start-up and availability of the person closest to the particular jobsite, but may vary and shall be at Roberts' discretion. The maximum travel time charged within the Continental U.S. shall be eight hours in each direction.

6. EXPENSES

Roberts shall be paid, by the customer, upon invoicing by Roberts, for travel, living and incidental expenses as follows:

- (a) **Travel Expenses:** If the field service representative uses a personal or Company automobile for transportation to the jobsite and return, or for daily work transportation, travel expenses shall be calculated at Roberts' mileage rate prevailing at the time for such use, plus all tolls. If the field service representative does not use a personal or Company automobile, the actual cost of transportation (air or train fare, etc.) from/to Darby, PA shall be paid. Air or rail transportation will ordinarily be in coach, tourist or economy class accommodations. First class accommodations will only be used under special circumstances, e.g. unavailability, or unsuitability of lesser accommodations.
- (b) **Living Expenses:** Roberts shall be paid, upon billing, for field service representative's lodging, meals and any other incidental expenses, related to the job, while the field service representative is at the jobsite, and while traveling to and from the jobsite.

7. INVOICING

Invoices shall be rendered on a monthly basis and shall be payable within thirty (30) days. Roberts Water Technologies, Inc. reserves the right to refuse to provide field service for an account that is overdue. After (30) days, invoices past due shall be subject to finance charge of 1-1/2% per month (18% per annum) and Customer agrees to pay all costs of collection incurred by Roberts, including attorney's fees.



FDNP.MH63962 - DRINKING WATER SYSTEM COMPONENTS

Drinking Water System Components

See General Information for Drinking Water System Components

ROBERTS FILTER GROUP INC
180 WATER WORKS RD
COATESVILLE, PA 19320-1774 USA

MH63962

NSF/ANSI 61

Plant at: Coatesville, PA

Mechanical Devices

Trade Dsg	Water Contact Temp (°C)	Water Contact Mtl	Surface Area to Volume Ratio
Water Filtration, "Aries"			
Aries (a)	23	-	-
Water Filtration			
Infinity Underdrain (b)	23	-	-
HDPE Tri-Lateral Underdrain (c)	23	-	-
IW-20 (CURVED ARM) UNISWEEP	23	-	>= 36"
Monolithic Wheeler Bottom Hoper Liner (d)	23	-	-
Plate Settler (f)	23	-	-
Retroliner (d)	23	-	-
SW-20 (SUBSURFACT STRAIGHT ARM) UNISWEEP	23	-	>= 36"
Tile Underdrain (d)	23	-	-
Trilateral SST (e)	23	-	-
UNISWEEP	23	-	>= 36"
W-20 (STRAIGHT ARM) UNISWEEP	23	-	>= 36"

(a) - The product is intended for use exclusively at public water treatment facilities.

(b) - Certified to a minimum flowing water volume 1L/minute/ft.2 filter area

- (c) - Certified for a minimum flow of 0.54 L/min./ft.2 of surface filter area.
- (d) - Maximum material surface area with water contact is 6.4ft.2/ft.2 filtration area (top surface). Certification is based on a minimum flow rate of 9.0L/minute/ft.2 surface filtration area.
- (e) - Certified for a maximum of 1240 in.2/45 gallons.
- (f) - Certified for a minimum daily flow rate of 720 gallons/day/ft.2. Size ranges 10 x 5.5 x 5 to 25 x 8.5 x 5.

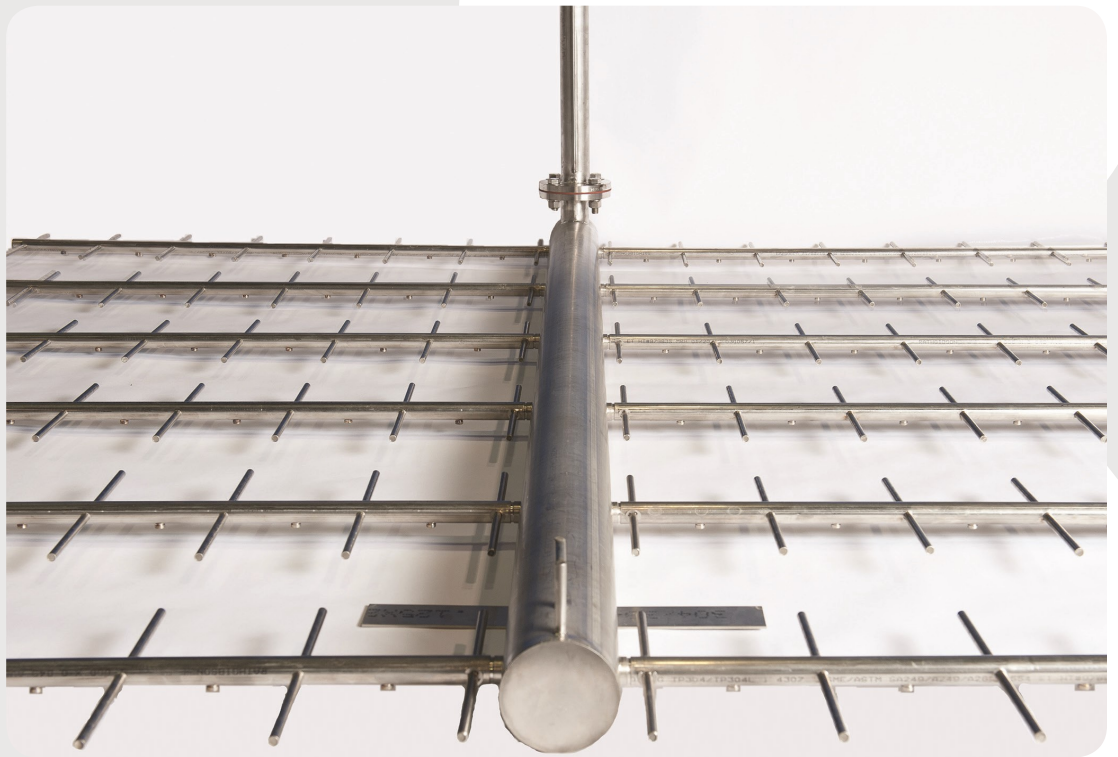
Last Updated on 2019-12-03

The appearance of a company's name or product in this database does not in itself assure that products so identified have been manufactured under UL's Follow-Up Service. Only those products bearing the UL Mark should be considered to be Certified and covered under UL's Follow-Up Service. Always look for the Mark on the product.

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ARIES™

AIR SCOUR PERFORMANCE AND EFFICIENCY



Roberts Filter Group
Innovations for Generations

ARIES™

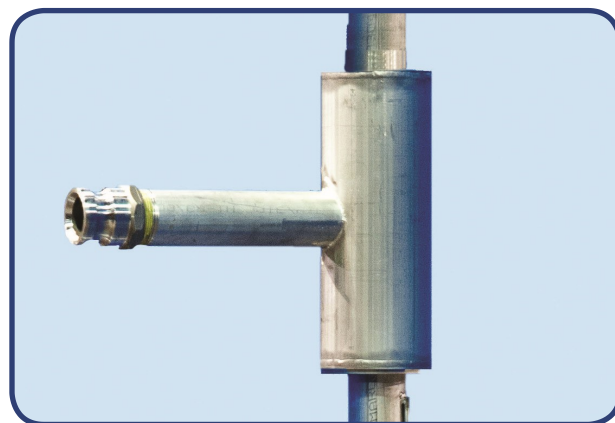
AIR SCOUR PERFORMANCE AND EFFICIENCY

Air scour systems have proven to be far superior in cleaning water filters over traditional backwash, but the costly, wasteful and time-intensive work of replacing underdrains often prevents operators from upgrading their systems.

Roberts innovative design solves that problem. The Aries Managed Air System was launched two decades ago to provide operators with a simple and cost-effective way to integrate air scour solutions into existing facilities. Today, Aries remains one of the industry's most popular products because it both eliminates system downtime and provides an efficient long-term improvement.

The Aries Advantages:

- **Easy installation:** unique installation method easily accomodates old filters; works with uneven elevations or support media without in-field modification
- **Energy-saving:** twice as efficient as air / water underdrains
- **Water-saving:** saves up to 70 percent of water regularly used in backwash
- **Cost-saving:** low-cost solution to dramatically improving an old system
- **Trustworthy:** one of Roberts' most popular products, tested and proven in hundreds of applications



Aries provides flexibility; no in-field cutting or welding is needed to accomidate uneven elevations or support media

For more information, including dimensions, structural capacity, customization options and other advantages, go to RobertsFilter.com.

214 N Jackson Street | Media, PA 19063 | USA

P +1 610.583.3131 | F +1 610.583.0117

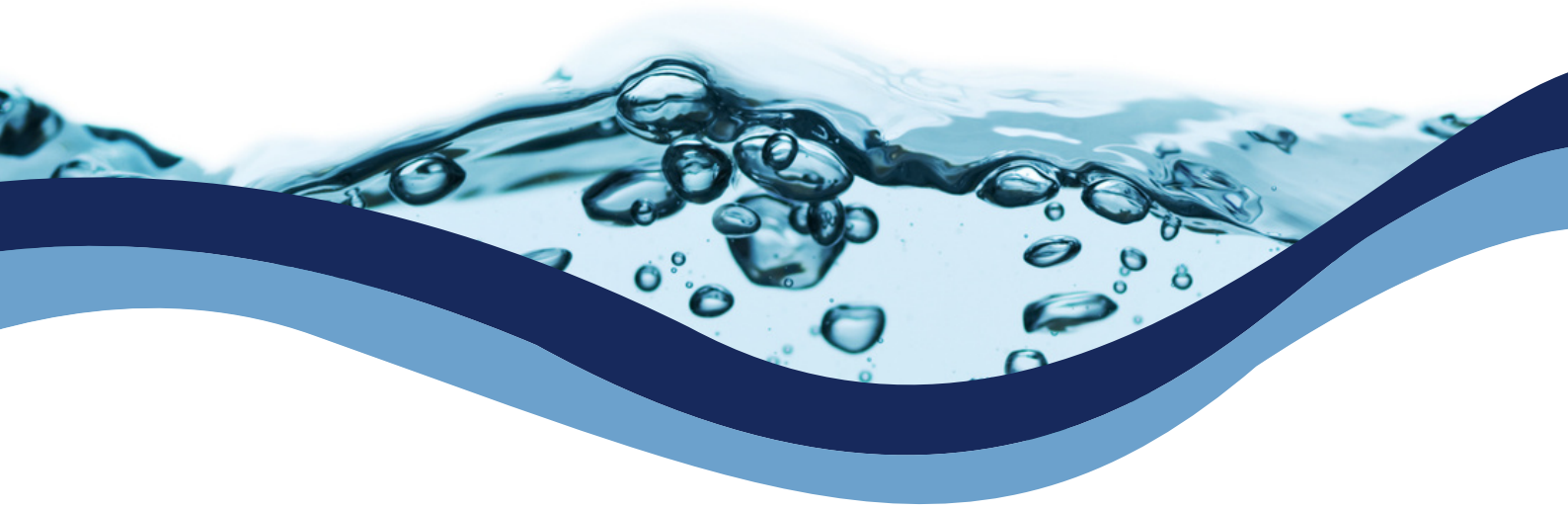
www.robertsfilter.com



Roberts Filter Group
Innovations for Generations

Retroliner

Wheeler Bottom Underdrain



Retroliner is the ideal choice for Wheeler Bottom Underdrain rehabilitations. Retroliner inserts eliminate the typical wear and tear caused by the rotation of porcelain distribution spheres; while still maintaining the integrity and performance of the Wheeler Bottom Underdrain.



Construct and Rehabilitate

With over 75 years of experience in the construction and rehabilitation of Monolithic and Precast Wheeler Bottoms, Roberts' construction crews install and rehab thousands of square feet of underdrains each year.

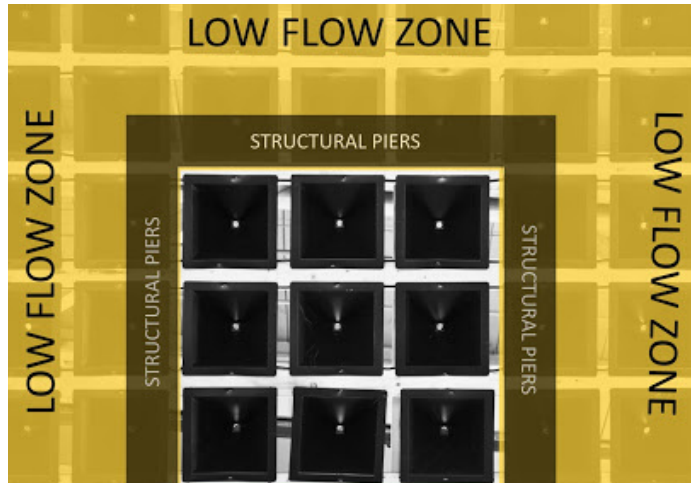
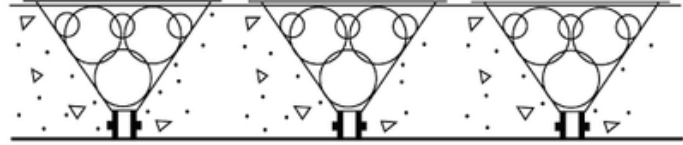


Roberts Filter Group
Innovations for Generations

Color-Coded Retroliners

Balance Flow

Traditional Wheeler Bottom Underdrains are made with uniform hoppers, thimbles, and porcelain spheres. This design doesn't account for unequal flow created by support piers, flume geometry and size, and hydraulic losses.



Traditional liners are uniform and will not adjust flow throughout the filter. Flow is typically lower in corners and in and around piers resulting in filter maldistribution.

With the help of structural evaluation, in-field measurements, and computational fluid dynamics (CFD) Roberts can use color-coded Retroliners to balance flow and improve filter performance. The Retroliners have different flow characteristics that allow filters to be rebalanced for even distribution.



Roberts Filter Group
Innovations for Generations

Roberts Filter Group

The Roberts Filter Group is the largest family-owned water filtration company in the U.S. with more than 4,400 installations across six continents. It is a fifth-generation operation that began with one of the world's first patented water filters and has continued to develop pioneering, high-quality filtration products ever since. Today, Roberts continues to work with some of the smartest companies and engineers on the planet to answer the industry's demand for customized, flexible solutions and efficient operations.



Roberts Filter Group
Innovations for Generations

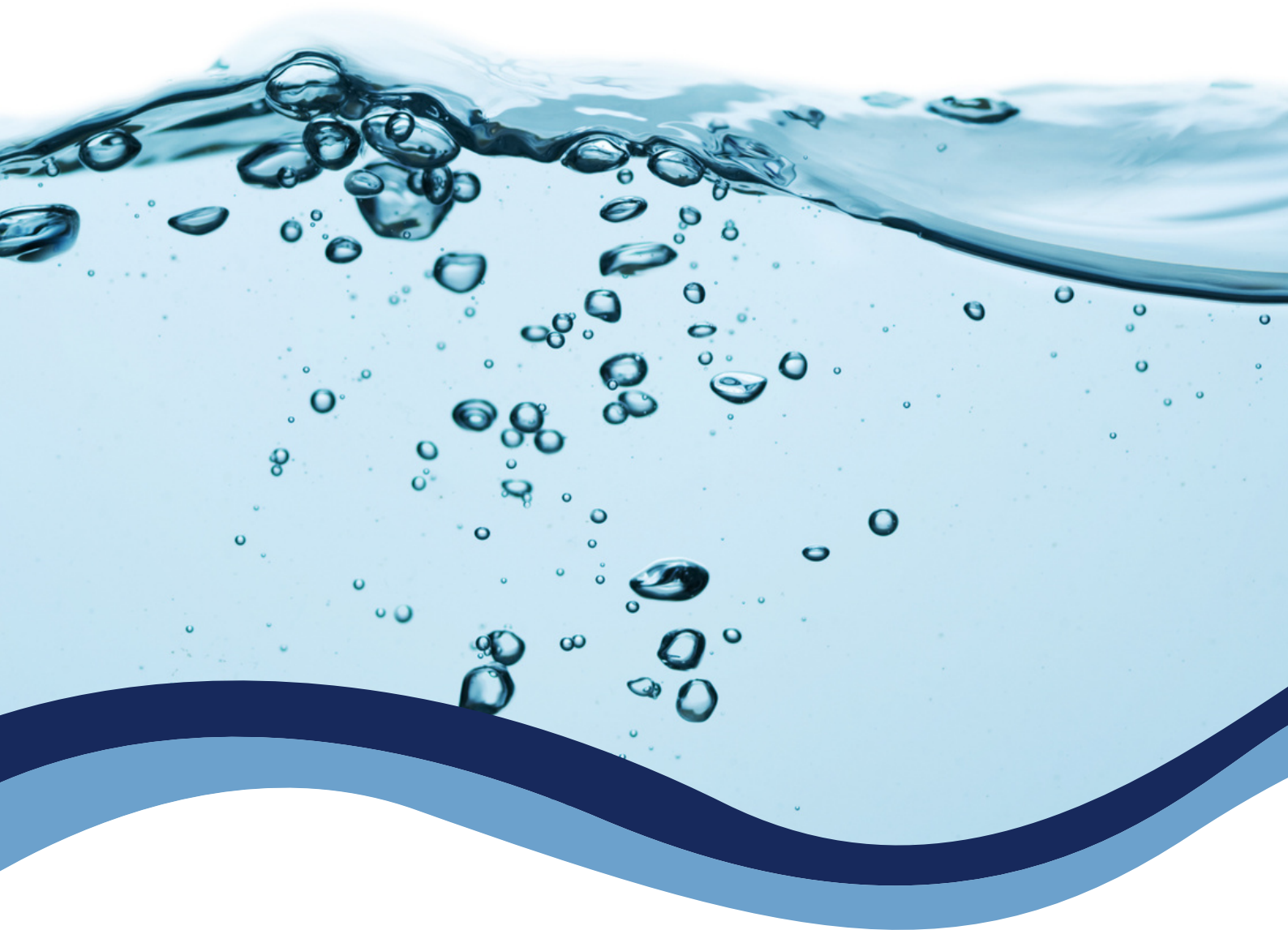
Contact

For any inquiries, questions or commendations, please call our office or fill out the 'contact us' form on our website.

info@robertsfilter.com

Tel: +1-610-583-3131

www.robertsfilter.com



Roberts Filter Group
Innovations for Generations



Monolithic Wheeler Bottom Installation List

City	State	No. of Filters*	Width		Length		Area		Total Area	
Fayetteville	NC	16	13	Ft.	27	Ft.	351	SF	5,616	SF
Charlotte	NC	12	17	Ft.	28	Ft.	476	SF	5,712	SF
Pottstown	PA	12	13	Ft.	27	Ft.	351	SF	4,212	SF
Mooreville	NC	6	16	Ft.	24	Ft.	384	SF	2,304	SF
Coosa Pines	AL	8	24	Ft.	25	Ft.	600	SF	4,800	SF
Wilmington	DE	4	19	Ft.	38	Ft.	722	SF	2,888	SF
Houston	TX	16	26	Ft.	52	Ft.	1,352	SF	21,632	SF
Smithfield	NC	2	18	Ft.	20	Ft.	360	SF	720	SF
Fairfield	OH	4	14	Ft.	28	Ft.	392	SF	1,568	SF
Raleigh	NC	4	21	Ft.	34	Ft.	714	SF	2,856	SF
Raleigh	NC	20	16	Ft.	34	Ft.	544	SF	10,880	SF
Groves	TX	3	19	Ft.	19	Ft.	361	SF	1,083	SF
Hot Springs	AR	3	17	Ft.	22	Ft.	374	SF	1,122	SF
Shelby	NC	6	14	Ft.	26	Ft.	364	SF	2,184	SF
Palo Pinto County	TX	4	12.5	Ft.	28	Ft.	350	SF	1,400	SF
Decatur	AL	1	12	Ft.	30	Ft.	360	SF	360	SF
		4	15	Ft.	24	Ft.	360	SF	1,440	SF
Portsmouth	OH	8	14.5	Ft.	24	Ft.	348	SF	2,784	SF
Davidson County	NC	6	20	Ft.	22	Ft.	440	SF	2,640	SF
West Nyack	NY	8	14	Ft.	32	Ft.	448	SF	3,584	SF
Midlothian	VA	4	18	Ft.	24	Ft.	432	SF	1,728	SF
Atlanta	GA	12	17	Ft.	34	Ft.	578	SF	6,936	SF
Chesterfield	VA	4	18	Ft.	24	Ft.	432	SF	1,728	SF
Austinville	VA	1	19	Ft.	19	Ft.	361	SF	361	SF
Spring Grove	PA	6	15	Ft.	30	Ft.	450	SF	2,700	SF
Warren	OH	12	15	Ft.	44	Ft.	660	SF	7,920	SF
Burlington	NC	8	18	Ft.	20	Ft.	360	SF	2,880	SF
Richland	VA	4	22	Ft.	24	Ft.	528	SF	2,112	SF
Tullytown	PA	8	18	Ft.	27	Ft.	486	SF	3,888	SF
Columbia	SC	1	22	Ft.	24	Ft.	528	SF	528	SF
Opelika	AL	2	18	Ft.	20	Ft.	360	SF	720	SF
Valdese	NC	2	18	Ft.	20	Ft.	360	SF	720	SF

Dalton	GA	3	18	Ft.	20	Ft.	360	SF	1,080	SF
		2	26	Ft.	28	Ft.	728	SF	1,456	SF
Goldsboro	NC	2	18	Ft.	20	Ft.	360	SF	720	SF
Longview	TX	6	15	Ft.	28	Ft.	420	SF	2,520	SF
Lowland	TN	1	15	Ft.	32	Ft.	480	SF	480	SF
La Plata	PR	32	14	Ft.	32	Ft.	448	SF	14,336	SF
Emporia	VA	2	15	Ft.	24	Ft.	360	SF	720	SF
Charleston	SC	8	19	Ft.	20	Ft.	380	SF	3,040	SF
Blacksburg	VA	1	16.33	Ft.	22	Ft.	359	SF	359	SF
Grace	SC	2	24	Ft.	30	Ft.	720	SF	1,440	SF
Cartersville	GA	3	18	Ft.	20	Ft.	360	SF	1,080	SF
Calhoun	TN	4	15	Ft.	40	Ft.	600	SF	2,400	SF
Martinsville	VA	5	15	Ft.	24	Ft.	360	SF	1,800	SF
Canton	NC	4	19	Ft.	38	Ft.	722	SF	2,888	SF
Texas City	TX	4	18	Ft.	36	Ft.	648	SF	2,592	SF
Bell County	TX	4	21	Ft.	42	Ft.	882	SF	3,528	SF
Canton	OH	1	15	Ft.	30	Ft.	450	SF	450	SF
Pleasantville	NJ	6	18.5	Ft.	30	Ft.	555	SF	3,330	SF
Dunn	NC	1	15	Ft.	24	Ft.	360	SF	360	SF
Henderson	NC	4	21	Ft.	21	Ft.	441	SF	1,764	SF

*Quantities of filters listed on a per-bay basis.
Total area of all installations listed is 158,349 SF.
Fifty installations listed greater than 350 square feet.

8B



Council Agenda Statement

Item #08B

Meeting Date: November 9, 2020

Agenda Item: Sole Source Purchase of Neptune Water Meters

Summary: Council is requested to approve the sole source purchase of Neptune water meters per the Core & Main quote for \$235,210.00 to be used by the Town.

Budget/Funding: Funding is encumbered in Public Works line item 9617-R47001 meter reading-water

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 sole source purchase of Neptune water meters per the Core & Main quote for \$235,210.00 to be used by the Town.

Approved By: _____

Moved _____ Seconded _____

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



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: November 2, 2020
To: Tina Presley, Senior Executive Assistant
From: Alisa Scott, Purchasing Manager
RE: Request to Add Consent Agenda Item

The Town's purchase of various sizes of Neptune water meters in the amount of \$235,210.00 qualifies as a sole source procurement in accordance with the Virginia Public Procurement Act because Core & Main is the only source practicably available. The Neptune water meters are already in use by the Town, and the remote reading radio devices which the Town currently uses will only work with these water meters. It would be unreasonably expensive to purchase any other type of water meter. Core & Main is the exclusive distributor for Neptune water meters for the Virginia, West Virginia, and Maryland markets.

Staff recommends Council award the purchase of Neptune water meters per the Core & Main quote for \$235,210.00. Town Council is requested to review and approve the award. Attached to this memo is a recommendation memo from Robbie Boyer, Director of Public Works, sole source form, and sole source letter from Neptune. Please add this consent agenda item to the November 9th, 2020 Town Council Regular Meeting.

Funding for this request is encumbered in the Public Works line item 9617-R47001 Meter Reading - Water.

Department of Purchasing
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, Purchasing Manager
FROM: Robert Boyer, Public Works Director
CC:
DATE: November 2, 2020
RE: Recommendation to purchase radio read water meters & emu's

I have reviewed the price quote provided by Core & Main for the purchase of Neptune R900I water meters with pro-coder and UME's. Neptune is a sole source product, and the Town has been using their meters for years now with great success, Core & Main is the exclusive distributor for Neptune meters in Virginia.

I would recommend we move forward with purchasing the items as quoted for a total of \$235,210.00, we have funding under account 9617-R47001 under PO# 28992. If you have any questions or need anything just let me know.



January 10, 2020

To whom this may concern:

Neptune Technology Group Inc. sells and services Neptune meters, parts and AMR systems through trained and certified distributors throughout the United States and Canada.

Core and Main, located in Martinsburg, WV is Neptune's exclusive distributor for the Virginia, West Virginia and Maryland markets.

Please let me know if I can be of further assistance.

Sincerely,

Mitch D. Elliott

Southeast Regional Manager



Core & Main
842 Panorama Road
Montross, VA 22520
Phone (804) 493-8085

Town of Front Royal
ATTN: Robbie Boyer
E-mail: rboyer@frontroyalva.com

10/30/20

**SUBJECT: 5/8" & 2" T-10 METERS, EC-1 & 2" & 4" T/F UME'S
ALL WITH PROCODER)R900I REGISTERS, USG, WITH 6' ANTENNA**

700	Straight 5/8x5/8 T-10 Meters	\$ 250.00 each
700	EC-1 5/8" Expansion Connections	\$ 22.50 each
12	2" T-10 Meters, Flanged ends	\$ 775.00 each
10	2" T/F Compound UME's	\$ 2,100.00 each
6	4" T/F Compound UME's	<u>\$ 2,360.00 each</u>

MATERIAL TOTAL **\$235,210.00**

Delivered Price.

Thank you,
Debbie Hennage
Inside Sales

Cc: Charles Dye

Local Knowledge
Local Experience
Local Service, Nationwide®

8C



Council Agenda Statement

Item #8C

Meeting Date: November 9, 2020

Agenda Item: Deed of Gift of Easement for Sanitary Sewer Utilities – Ramsey, Inc and Warren Memorial Hospital

Summary: Council is requested to approve a Deed of Gift of Easement from Ramsey Inc and Warren Memorial Hospital for a twenty foot (20') wide Sanitary Sewer Easement over Lots 3 and 4 [Tax Map 20A2-13] Happy Creek Knolls Section 4 and a portion of the Warren Memorial Hospital property [Tax Map 20A-12, Parcel 2].

Budget/Funding: None

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 a Deed of Gift of Easement for Sanitary Sewer Utilities from Ramsey Inc and Warren Memorial Hospital for a twenty foot (20') wide Sanitary Sewer Easement over Lots 3 and 4 [Tax Map 20A2-13] Happy Creek Knolls Section 4 and a portion of the Warren Memorial Hospital property [Tax Map 20A-12, Parcel 2]

Approved By: _____

Moved _____ Seconded _____

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

THIS DEED PREPARED
WITHOUT BENEFIT OF
TITLE EXAMINATION BY:

Robert J. Light, Esq.
VA State Bar No. 43553
Joseph F. Silek, Jr., P.C.
43 Chester Street
P.O. Box 602
Front Royal, Virginia 22630
Tel.: (540) 635-9415
Fax: (540) 635-9421
Email: rlight@silekpc.com

This deed is exempt from the recordation taxes imposed by §58.1-801 and §58.1-803 of the Code of Virginia, 1950, pursuant to §58.1-811.A.3 & §58.1-811.D

THIS DEED OF GIFT OF EASEMENT FOR SANITARY SEWER UTILITIES is made and entered into this ____ day of _____, 2020, by and between **RAMSEY, INC.**, a Virginia corporation and **WARREN MEMORIAL HOSPITAL**, a Virginia non-stock corporation, herein referred to collectively as “Grantors”, and **TOWN OF FRONT ROYAL, VIRGINIA**, a municipal corporation, herein referred to as the “Grantee”.

W I T N E S S E T H:

THAT FOR NO CONSIDERATION, the Grantors grant and convey unto the Grantee, its successors and assigns, the following rights in real property situated in the Town of Front Royal, Warren County, Virginia, to-wit:

The privilege and easement in perpetuity for rights-of-way to construct, lay, maintain, repair, inspect, improve, and operate within the easement strips hereinafter described and referred to, those works and systems for the collection and transmission of waste water, over, across, and under the property of the Grantors known and designated as that area marked “20’ WIDE SANITARY SEWER EASEMENT HEREBY DEDICATED TO THE TOWN OF FRONT ROYAL PER

THIS PLAT,” on that certain plat intended to be filed and recorded herewith in the Clerk’s Office of the Circuit Court of Warren County, Virginia, which plat is titled: “PLAT SHOWING NEW 20’ WIDE SANITARY SEWER EASEMENT OVER LOTS 3 AND 4 HAPPY CREEK KNOLLS SECTION 4 AND A PORTION OF THE WARREN MEMORIAL HOSPITAL PROPERTY. Happy Creek Magisterial District, Town of Front Royal, Warren County, Virginia”, Prepared by Joseph G. Brogan, Jr., Land Surveyor and dated August 6, 2020. **TAX MAP NOS.: 20A2-13, Lots 3 & 4 (Ramsey, Inc.) and 20A2-12, Parcel 2 (Warren Memorial)**

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

- (a) Granting of the easements hereinafter described neither expressly or impliedly constitutes any payment, nor the waiver of any obligation for the payment, by the Grantors or their successors or assigns, or any cut-in fee or charge, tax, assessment or other charge or obligation whatsoever now due or heretofore due or hereafter to become due and payable to the Grantee or to any person, firm or other corporation whatsoever.
- (b) The Grantors reserve the right to make any use of the easement herein granted which may not be inconsistent with the rights herein conveyed or interfere with the use of said easement by the Grantee for the purposes named; provided, however, that the Grantors shall not erect any roadway, building, or other structure on the easement without first obtaining prior written approval of the Grantee.
- (c) Grantors shall have no right, title, interest, estate or claim whatsoever in or to any of the lines, pipes, or other equipment and accessories installed by virtue hereof. All lines, pipes, and other equipment and accessories installed or constructed shall remain the property of the Grantee.
- (d) Grantee shall have the right to inspect, rebuild, remove, repair, improve and make such changes, alterations, additions to or extensions of its sewerage facilities within the boundaries of said easement as are consistent with the purpose expressed herein.
- (e) Grantee shall exercise reasonable care to protect Grantors’ property from damage or injury occasioned in the enjoyment of the easements and rights herein granted, and to promptly repair the said property or reimburse the Grantors for any property damaged beyond repair completion of any activity by Grantee upon the easement, Grantee shall restore the property as nearly as possible to its original condition as is practicable, including backfilling, and compaction of trenches, repaving, reseeding or re-sodding of lands, replacement of equipment and facilities of Grantors, removal of trash and debris, and removal of Grantee’s equipment, accessories or appurtenances not inconsistent with the construction, maintenance or operation of said sewerage facilities or the exercise of any rights or privileges expressed herein, and will make a good faith effort to minimize any

damage. Grantee shall maintain said easement and sewerage facilities in such repair as not to endanger or otherwise limit the enjoyment or use of the property, including ingress, egress or parking in, on and over driveways, roads, or parking lots.

- (f) Grantee may (but is not required to) trim, cut, remove, and keep clear all trees, limbs, undergrowth, and any and all other obstructions, within the said rights-of-way or easement that may in any manner, in Grantee's judgment, endanger or interfere with the proper and efficient operation of the sewer facilities therein or thereon and the Grantee shall have all such other rights and privileges as are reasonably necessary or convenient for the full enjoyment and use of the easement herein granted for the aforesaid purpose.
- (g) If the Grantee does cut or fell any brush, undergrowth or trees, or should excavations be carried on pursuant to this easement and any large-sized rocks or boulders are unearthed and are not buried in said excavation, such brush, undergrowth, trees, large-sized rocks and boulders shall be the expense of Grantee be removed from the property.
- (h) This permanent easement shall run with the land of the Grantors, and shall be binding upon the heirs, executors, administrators, successors, and assigns of the Grantors and the Grantee.

Grantors further covenant that they have the right to convey the easements aforesaid; that Grantee shall have quiet and peaceful enjoyment and possession of said easements, and that Grantors will execute such further assurances of the said of the said grant and easements herein contained as may be requisite.

THIS SPACE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGES FOLLOW.

WITNESS the following signatures and seals:

RAMSEY, INC., a Virginia corporation

By: _____ (SEAL)

**Chris Ramsey
Its President**

**COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:**

I, _____, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Chris Ramsey, whose name is signed on the foregoing Deed of Easement dated this ____ day of _____ 2020, has this day personally appeared and acknowledged the same before me in my State and in the County aforesaid in his capacity as President of Ramsey, Inc., a Virginia corporation.

Given under my hand this ____ day of _____, 2020.

My commission expires on the ____ day of _____, _____.

Notary Registration No. : _____

NOTARY PUBLIC

WARREN MEMORIAL HOSPITAL, a Virginia non-stock corporation

By: _____(SEAL)

**Floyd Heater
Its President**

**COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:**

I, _____, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Floyd Heater, whose name is signed on the foregoing Deed of Easement dated this ____ day of _____ 2020, has this day personally appeared and acknowledged the same before me in my State and in the County aforesaid in his capacity as President of Warren Memorial Hospital, a Virginia non-stock corporation.

Given under my hand this ____ day of _____, 2020.

My commission expires on the ____ day of _____, _____.

Notary Registration No. : _____

NOTARY PUBLIC

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

WITNESS the following signature:

TOWN OF FRONT ROYAL, VIRGINIA

By: _____
Hon. Eugene R. Tewalt, Mayor

ATTEST:

Tina Presley, Clerk of Council

**COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:**

I, _____, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Eugene R. Tewalt, Mayor, and Tina Presley, Clerk of Council, whose names are signed on behalf of the Town of Front Royal, Virginia to the foregoing Deed of Easement dated this ____ day of _____ 2020, have each this day personally appeared and acknowledged the same before me in my State and in the County aforesaid.

Given under my hand this ____ day of _____, 2020.

My commission expires on the ____ day of _____, ____.

Notary Registration No. : _____

NOTARY PUBLIC

APPROVED AS TO FORM:

Town Attorney

Date

8D



Council Agenda Statement

Item #08D

Meeting Date: November 9, 2020

Agenda Item: Bid for De-Icing Road Salt

Summary: Council is requested to approve a bid from Morton Salt, Inc. for de-icing road salt for the Town's FY21 winter season in the amount of \$67.68 per ton.

Budget/Funding: Funding is available in the Streets Department budget line item 4500-45478

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 a bid from Moton Salt, Inc. for de-icing road salt for the Town's FY21 winter season in the amount of \$67.68 per ton.

Approved By: _____

Moved _____ Seconded _____

VM Seacock _____ Cockrell _____ Gillispie _____ Holloway _____ Meza _____ Thompson _____



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: November 2, 2020
To: Tina Presley, Senior Executive Assistant
From: Alisa Scott, Purchasing Manager
RE: Request to add consent agenda item to Town Council meeting

Purchasing sent out a competitive bid request for de-icing road salt. On Tuesday, October 27, 2020, I held a public bid opening and received four bids. The Streets Department reviewed and approved the tabulation showing Morton Salt as the lowest responsive and responsible bidder at \$67.68 per ton.

Due to the historical demand and spending on road salt, Town Council approval is required. Staff recommends the awards for firm pricing during FY21 winter season be awarded to Morton Salt, Inc. Chicago, IL

Funding for this purchase is available in the Streets department budget line item 4500-45478.

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: November 5, 2020
RE: Recommendation for De-Icing Salt purchase

Public Works has reviewed the four bids received from vendors for pricing to provide De-Icing Road Salt. I would like to recommend moving forward with awarding the bid to the low bidder Morton Salt Incorporated. The Town has used Morton Salt in the past without any issues with the product or the service received from them.

Public Works has the funding budgeted in line item 4500-5478 to cover the purchase of the De-Icing Road Salt at a cost of \$67.68 per ton delivered. If you have any questions or need anything else just let me know.

	Morton Salt Incorporated	Mid-Atlantic Salt	Cargill Inc	Eastern Salt Company, Inc.
Lot 1 : Lot 1				
1 - De-Icing Road Salt	\$67.68	\$68.90	\$69.90	\$79.90
Total For Lot 1 : Lot 1	\$67.68	\$68.90	\$69.90	\$79.90
Total Bid	\$67.68	\$68.90	\$69.90	\$79.90

9



Council Agenda Statement

Item # 9

Meeting Date: November 9, 2020

Agenda Item: PUBLIC HEARING TO RECEIVE PUBLIC INPUT – License Agreement with Front Royal Brewing Company to Use Kidd Lane [Public Alley]

Summary: Council is requested to receive public input and approve if desired, pertaining to a proposed license agreement between the Town of Front Royal and the Front Royal Brewing Company located at 122 E Main Street. If approved, the agreement will authorize an encroachment onto Kidd Lane for extended outdoor use Friday afternoon beginning at 3:00pm until Monday morning at 9:00am and federal holidays for five (5) years, as presented.

Budget/Funding: None

Meetings: Various closed meetings

Proposed Motion if Council Approves Tonight: I move that Council approve a five (5) year License Agreement with the Front Royal Brewing Company authorizing encroachment onto Kidd Lane [public alley] for extended outdoor seating, as presented.

Approved By:  _____

Moved _____ Seconded _____

VM Seacock _____ Cockrell _____ Gillispie _____ Holloway _____ Meza _____ Thompson _____

L I C E N S E A G R E E M E N T

THIS LICENSE AGREEMENT, is made and entered into this ____ day of _____, 2020, by and between the **TOWN OF FRONT ROYAL, VIRGINIA**, a municipal corporation, hereinafter referred to as the "Town", **VIBE PROPERTIES LLC**, a Virginia Limited Liability Company, hereinafter referred to as "VIBE Properties", and **LINDEN BREW KREW LLC, T/A Front Royal Brewing Company**, hereinafter referred to as "Brewing Company".

WHEREAS, VIBE Properties, the owner of the real estate and building located at 122 East Main Street, Town of Front Royal, Virginia, which it is leasing to the Brewing Company, for the benefit of its lessee the Brewing Company, and the Brewing Company itself, have both requested that the Front Royal Town Council authorize an encroachment, lease, and license to Vibe Properties LLC and the Brewing Company of the eastern majority portion of the Town's public alley and right of way known as Kidd Lane (the "Encroachment Property"), leaving six feet (6') of outdoor space of the western side of Kidd Lane for continued public passage, said Encroachment Property being more particularly described as extending from the Town's Peyton Street Parking Lot to the North, to East Main Street to the South, leaving six feet (6') on the western side of Kidd Lane to be continued to be available for public passage along Kidd Lane, said six feet (6') of continued public passage being measured from the western edge of the Encroachment Property to the western edge of Kidd Lane, toward and along the western length of the Encroachment Property, in a north-south direction from the Peyton Street Parking Lot southward

along the western portion of Kidd Lane to East Main Street, such that the Brewing Company will have the exclusive use of all of Kidd Lane except the Western six feet (6') of Kidd Lane for outdoor seating and use of the Brewing Company's employees, officials, agents, customers, guests, and invitees, from Friday afternoons from 3:00 PM until Monday morning at 9 AM and federal holidays;; and,

WHEREAS, the Town of Front Royal, Virginia, is willing to authorize the said encroachment, license, and lease upon the Encroachment Property **SUBJECT** to the terms and conditions hereinafter following.

WHEREFORE: That for and in consideration of the sum of **ONE DOLLAR (\$1.00)**, paid by VIBE Properties, on behalf of itself and the Brewing Company, to the Town, the parties do hereby agree as follows:

1. **PREMISES** - The Town agrees to license and lease to VIBE Properties and the Brewing Company said Encroachment Property for the exclusive use of the Brewing Company, for outdoor seating and use of the Brewing Company's employees, officials, agents, customers, guests, and invitees from Friday afternoons from 3:00 PM until Monday morning at 9 AM and federal holidays, upon the following terms and conditions below.
2. **TERM OF LICENSE** - The initial term of the Encroachment Property License from the Town is for a period of **Five (5)** years, commencing on the **1st day of _____, 2020**, and ending on the _____ day of _____, **2025**.
3. **PAYMENT OF LICENSE FEE** – VIBE Properties shall pay, on behalf of itself and the Brewing Company, to the Town a license fee payment of **One**

Dollar (\$1.00). The license fee payment shall be paid in advance beginning on the 1st day of _____, 2020, and on the first day of any extensions hereunder.

4. **RELEASE AND HOLD HARMLESS** – VIBE Properties and the Brewing Company, on behalf of themselves, their officials, agents, employees, agents, customers, guests, and, invitees, hereby agree to hold the Town, its officers, employees, contractors, and agents harmless from any liability pertaining to VIBE Properties' and the Brewing Company's, their officials, agents, employees, agents, customers, guests, and invitees and/or occupancy of the Encroachment Property during the specified period of Friday afternoons from 3:00 PM until Monday morning at 9 AM and federal holidays during the term of the License Agreement.
5. **USE OF PREMISES** – VIBE Properties and the Brewing Company shall not assign this License Agreement or sublicense the Property. VIBE Properties and the Brewing Company shall not permit or allow any dangerous practice or hazardous condition to occur on the Encroachment Property, shall not violate any State, Federal, or local law concerning the use of the Encroachment Property, or permit any illegal activity to occur thereon. VIBE Properties and the Brewing Company shall not create or allow any nuisance to be or remain upon the Encroachment Property, except as set forth herein.
6. **ALTERATIONS OR IMPROVEMENTS** - Any alterations, additions, or improvements to the Encroachment Property shall not be permitted without the written consent of the Town, except as set forth herein. Any permitted

alterations, additions, or improvements to the Encroachment Property shall be performed at the sole expense of VIBE Properties and the Brewing Company by reputable workmen and contractors approved by the Town. All alterations, additions, or improvements to the Encroachment Property shall be and remain the sole property of the Town, except as permitted in writing by the Town.

7. **MAINTENANCE** – VIBE Properties and the Brewing Company shall maintain the Encroachment Property during the term of this License Agreement and any extension thereof in a safe condition and in good repair. VIBE Properties and the Brewing Company shall surrender the Encroachment Property to the Town at the conclusion of the License Agreement free and clear the Encroachment. VIBE Properties and the Brewing Company accepts the Property "as is", "where is". It is specifically understood that the Town has no obligation to VIBE Properties and the Brewing Company to make any repairs, improvements, or replacements whatsoever to the Encroachment Property during the period of the License Agreement. The Town does not warrant or guarantee as to the suitability of the Encroachment Property for any particular purpose.

8. **TERMINATION** - This License Agreement may be terminated by any party for any reason six (6) months from the date of mailing or hand delivery a written notice of termination to the other party. For the purposes of this License Agreement, all notices shall be made in writing and shall be delivered by first class mail or hand delivered to the parties at the addresses stated herein, to-wit:

**TOWN OF FRONT ROYAL
C/O Front Royal Town Manager
Town Hall
102 East Main Street
Front Royal, Virginia 22630**

**VIBE Properties LLC
Front Royal Brewing Company
122 East Main Street
Front Royal, Virginia 22630**

In the event of termination by the Town prior to the scheduled expiration of the License Agreement, VIBE Properties and the Brewing Company shall be given a reasonable time to remove their personal property and supporting infrastructure from the Encroachment Property, not to exceed **TWO (2) weeks**. In the event that public necessity requires an immediate recovery of the Encroachment Property by the Town, and VIBE Properties and the Brewing Company are unable to immediately remove its personal property and supporting infrastructure from the Encroachment Property, the Town may remove the personal property and supporting infrastructure for VIBE Properties and the Brewing Company, without liability therefor.

Except as provided herein, any fixtures, personal property, or supporting infrastructure which remains upon the Encroachment Property upon termination or expiration of the License Agreement shall become the sole property of the Town at the sole option of the Town.

9. AUTHORITY- All parties and signatories hereto affirmatively represent that by signing this License Agreement, that they have all necessary and appropriate authority of their representative organizations to do so and legally bind their organizations hereto.

10. INTERPRETATION - The interpretation of the provisions of this License Agreement shall be in accordance with the laws of the State of Virginia.

11. MODIFICATION AND EXTENSIONS - Modification of the terms and conditions of this License Agreement and extensions or renewals of this License Agreement shall not be permitted, unless agreed to in writing and executed with the same formality as this Agreement.

GIVEN under our hands this ____ day of _____, 2020.

TOWN OF FRONT ROYAL, VIRGINIA (SEAL)

BY: _____
EUGENE R. TEWALT, MAYOR

VIBE PROPERTIES LLC (SEAL)

BY: _____
NAME

VIBE PROPERTIES LLC (SEAL)
u/a Front Royal Brewing Company

By: _____
NAME

APPROVED AS TO FORM:

Douglas W. Napier, Town Attorney Date

10



Council Agenda Statement

Item # 10

Meeting Date: November 9, 2020

Agenda Item: PUBLIC HEARING – Rezoning Application by EDA for Rezoning Approximately 62.7 Acres from R-1 to I-2 Adjacent to Happy Creek Technology Park (*1st Reading*)

Summary: Council is requested to approve a rezoning application submitted by the Industrial Development Authority of the Town of Front Royal and the County of Warren, also referred to as the Front Royal/Warren County Economic Development Authority (EDA), for the rezoning of approximately 62.7 acres adjacent and connecting to Happy Creek Technology Park. The request is to improve site status from Tier 1 to Tier 2 of the Virginia Business Ready Sites Program and possible future expansion of the adjacent Happy Creek Technology Park.

Note: The Planning Commission held a public hearing on September 16, 2020 and recommended reclassifying the property from R-1 to I-2. Letters were sent by the Clerk's Office to the adjacent property owners regarding this public hearing.

Budget/Funding: None

Meetings: October 5, 2020

Proposed Motion: I move that Council affirm on its first reading the request from the Industrial Development Authority of the Town of Front Royal and the County of Warren, also referred to as the Front Royal/Warren County Economic Development Authority (EDA), to rezone approximately 62.7 acres [Tax Map 20A221-1 and 20A22-1B] adjacent and connecting to Happy Creek Technology Park to improve site status from Tier 1 to Tier 2 of the Virginia Business Ready Sites Program and possible future expansion of the adjacent Happy Creek Technology Park.

Approved By: _____

Moved _____ Seconded _____

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

TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING



**STAFF REPORT FOR THE SEPTEMBER 16, 2020 PLANNING COMMISSION MEETING
AND PUBLIC HEARING**

APPLICATION #:

FRREZON-2013-2020

APPLICANT:

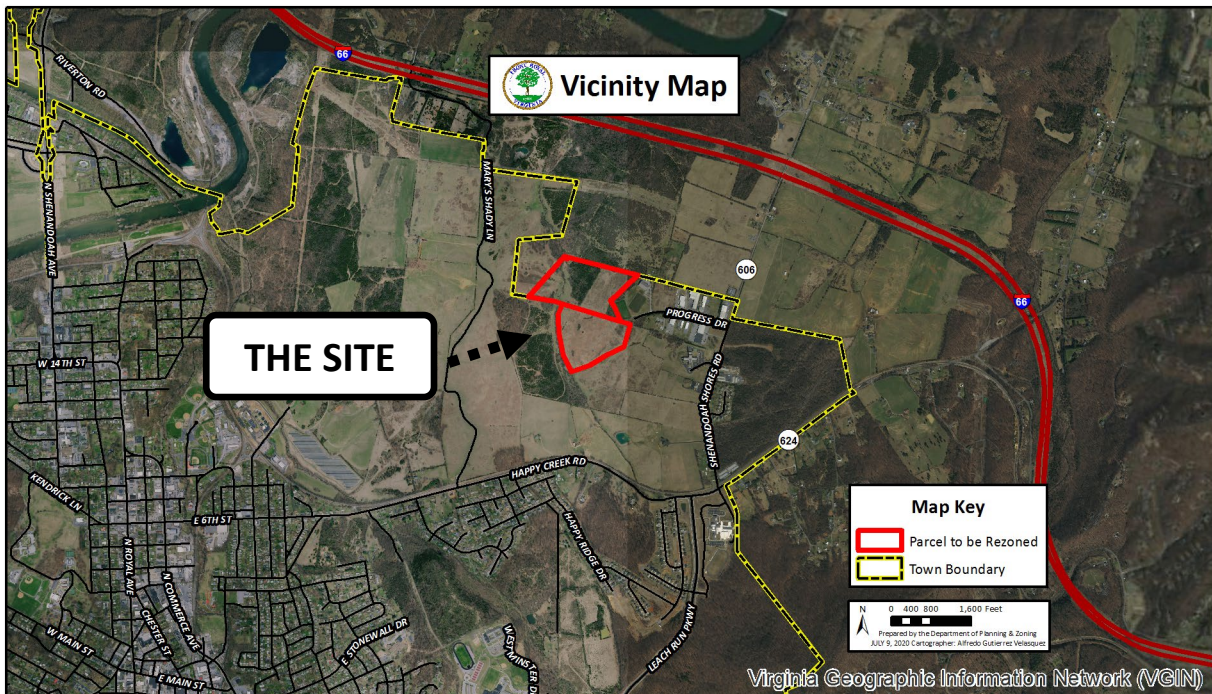
Front Royal – Warren County Economic
Development Authority

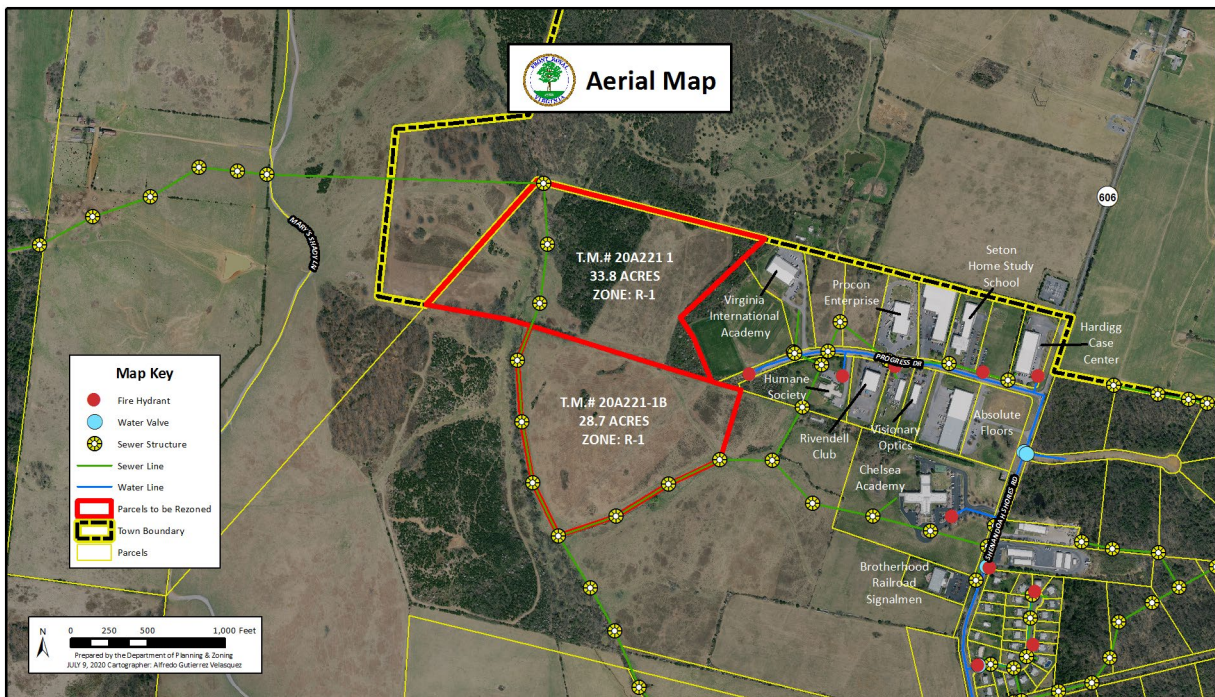
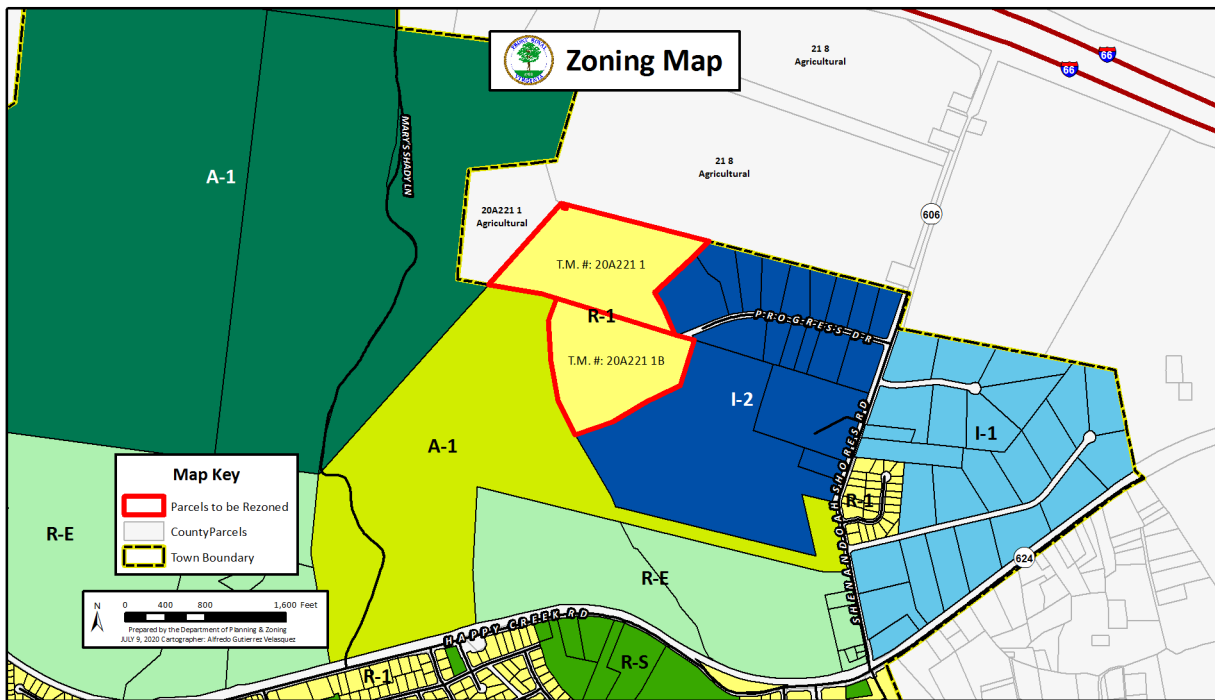
SUMMARY OF REQUEST:

The subject application proposes to rezone approximately 62.7 acres from the R-1 Residential District, to the I-2 Industrial Employment District. The purpose of the rezoning request is to improve site status from Tier 1 to Tier 2 of the Virginia Business Ready Sites Program and possible future expansion of the adjacent Happy Creek Technology Park.

GENERAL INFORMATION:

<i>Site Addresses</i>	None: Vacant land.
<i>Property Owner(s)</i>	Front Royal – Warren County Economic Development Authority (EDA)
<i>Existing Zoning</i>	R-1 Residential District
<i>Proposed Zoning</i>	I-2 Industrial Employment District
<i>Tax Identification</i>	20A221-1 and 20A22-1B
<i>Location</i>	The property is located west of Shenandoah Shores Road (Route 606) at the western terminus of Progress Drive and adjoins the Happy Creek Technology Park on the east.





I. NO TITLE REPORT FURNISHED.

- F & R LIMITED PARTNERSHIP
TAX MAP 20A221-8
L.R. 040007340
SL. 227 H-K
ZONE: A-1

F & R LIMITED PARTNERSHIP
TAX MAP 20A221-8
L.R. 040007340
SL. 227 H-K
ZONE: A-1

W&MD PROPERTIES, L.L.C. ET AL
TAX MAP 21-8
L.R. 130002716
ZONE: AGRICULTURAL

W&MD PROPERTIES, L.L.C. ET AL
TAX MAP 21-8
L.R. 130002716
ZONE: AGRICULTURAL

VIRGINIA INTERNATIONAL
ACADEMY LLC
TAX MAP 20A221-1B14
L.R. 130003139
ZONE: I-2

VIRGINIA INTERNATIONAL
ACADEMY LLC
TAX MAP 20A221-1B14
L.R. 130003139
ZONE: I-2

VIRGINIA INTERNATIONAL EDUCATION
SERVICES, LLC
TAX MAP 20A221-1B15
L.R. 160001212
ZONE: I-2

VIRGINIA INTERNATIONAL EDUCATION
SERVICES, LLC
TAX MAP 20A221-1B15
L.R. 160001212
ZONE: I-2

THE JULIA WAGNER
SHELTER, L.C.
TAX MAP 20A221-1B9
L.R. 020001254
ZONE: I-2

THE JULIA WAGNER
SHELTER, L.C.
TAX MAP 20A221-1B9
L.R. 020001254
ZONE: I-2

F & R LIMITED PARTNERSHIP
TAX MAP 20A221-5
L.R. 040007340
SL 229 L-Q

F & R LIMITED PARTNERSHIP
TAX MAP 20A221-5
L.R. 040007340
SL 229 L-Q

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S75°35'25"E	89.50'
L2	S14°24'35"W	40.00'
L3	S75°35'25"E	30.00'
L4	N14°24'35"E	40.00'
L5	S75°25'42"E	320.58'
L6	S22°20'53"E	291.34'
L7	S73°04'39"E	169.03'
L8	N21°24'18"E	240.67'
L9	N73°04'39"W	154.41'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	455.00'	163.05'	20°31'57"	S32°36'52"E	162.18'
C2	30.00'	44.20'	84°25'20"	S64°33'33"E	40.31'

GRAPHIC SCALE

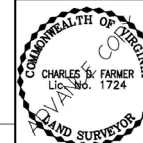


REVISION

DATE	10/4/19
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THE BASICS

THE THRASHER GROUP INC.
SURVEYING • MAPPING • CONSULTING
1 INDUSTRIAL DRIVE, FREDERICKSBURG, VA 22407
PHONE (540) 372-3499 • FAX (540) 372-6746



REZONING PLAT

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

Drawn By:	BWS
Designed By:	
Checked By:	KO
Date:	10/15/2019
Scale:	1" = 200'
County Plan Number:	N/A
Sheet:	1 of 2
JOB #:	020-10018

INFORMATION ON THE APPLICATION:

Application Documents

A list and brief description of the parts of Attachment A: **APPLICATION DOCUMENTS** is provided below:

ATTACHMENT A: APPLICATION DOCUMENTS

- **Application Form.** This is the standard application form used to initiate rezoning applications in the Town.
- **Phase I Environmental Site Assessment by The Thrasher Group, Inc.** Two items of interest were reported in the assessment: (1) the existence of an existing cemetery located on the northern portion of Parcel 20A221-1 and (2) the site is located within Radon Zone 1. Development will not impact the existing cemetery site and additional sampling for radon should be conducted prior to site construction.
- **Traffic Impact Analysis Report.** The Traffic Impact Analysis Report for this site was prepared by A. Morton Thomas and Associates, Inc., dated February 2020.
- **Rezoning Impact Statement.** This document is required for rezoning applications to the I-2 Industrial Employment District. It identifies impacts that the proposed rezoning and development may have on the Town and community, as identified by the Applicant.
- **Maps and Plats.** A rezoning plat and conceptual design plan prepared by The Thrasher Group, Inc, are attached.
- **Proffer Statement.** The proffer includes voluntary offerings from the applicant to mitigate impacts of the rezoning.
- **Applicant Response.** The Planning Commission held a work session to review this application on June 17th, 2020. The applicant has responded to questions raised by the commission in a letter included in the attachments.

Proposed Zoning

This rezoning application proposes to rezone approximately 62.7 acres to the I-2 Industrial Employment District.

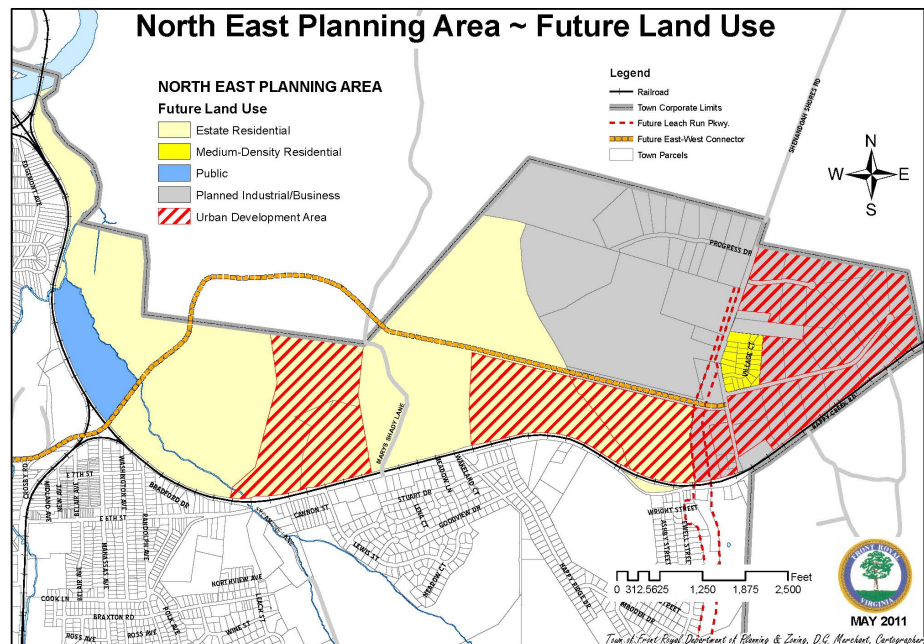
Town of Front Royal Zoning Ordinance, Sect. 175-64.

The I-2 Industrial Employment District is designed to:

- A. Enable the establishment of industrial and employment uses and structures in appropriate locations of the town.*
- B. Prevent land or structures from being used in a manner so as to create dangerous, injurious, noxious or otherwise objectionable risk of fire, explosion, radioactivity or other hazardous condition; noise or vibration, smoke, dust, odor or other form of air pollution; electrical or other disturbance, glare or heat; liquid or solid waste; or other condition that would detract from the residential and commercial desirability of the adjoining areas.*
- C. Provide controls and standards for the establishment of industrial and employment uses and structures in keeping with the purposes of this Article and the Front Royal Comprehensive Plan.*

Comp. Plan

The Town of Front Royal Comprehensive Plan shows the subject parcels as being located within the North East Planning Area and identifies the future land use as Planned Industrial/ Business.



**Staff
Comments**

1. The total area of the two parcels owned by the EDA is 81.4 acres. The northernmost parcel is bisected by the Town/County boundary, with approximately 18.7 acres located within the County and 62.7 acres within the Town. This rezoning application is for the 62.7 acres located within the Town corporate limits.
2. Town utilities (water, sanitary sewer and electric) are available for the site, subject to final use requirements.
3. As noted in the applicant's Impact Statement: *"In order to complete this rezoning package, the EDA and Thrasher chose to compare a data center and an industrial park as a potential use, both which will be represented with the same concept plan. Both uses are arbitrary, as the exact use will be determined in the future when businesses are secured. However, a data center or industrial park is a good representation of a potential use".*
4. Likewise, the Traffic Impact Analysis (TIA) report uses proposed development as a data center for its calculations. Use other than data centers may require a revision or update of the TIA.

CONCLUSIONS:

This proposed rezoning of the subject parcels from R-1 to I-2 is in accordance with the Town of Front Royal Comprehensive Plan. Technology Business is a use permitted by-right in the I-2 District. The application is complete and prepared in accordance with the requirements of the Town Code.

ATTACHMENT: Attachment A: Application Documents

NOTES:

1. NO TITLE REPORT FURNISHED.
2. EASEMENTS AND/OR RIGHTS OF WAY MAY EXIST.
3. THE PROPERTIES SHOWN HEREON ARE IN THE NAME OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA AS RECORDED IN DEED BOOK 471 AT PAGE 748 (TM 20A221-1) AND DEED BOOK 342 AT PAGE 622 AND DEED BOOK 404 AT PAGE 121 (TM 20A221-1B).
4. (FIRM) FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 51187C0108C, DATED JUNE 3, 2008 ZONE "X" (AREA OF MINIMAL FLOODING).
5. BOUNDARY INFORMATION COMPILED FROM DEEDS AND PLATS OF RECORD AND DOES NOT REPRESENT A BOUNDARY SURVEY BY THIS FIRM.
6. NORTH MERIDIAN TAKEN PLAT RECORDED IN PLAT SLIDE 189 A & B.
7. TAX MAP 20A221-1 IS CURRENTLY ZONED "AGRICULTURAL" (PORTION IN WARREN COUNTY) AND ZONED "R-1" (PORTION IN THE TOWN OF FRONT ROYAL). TAX MAP 20A221-1B IS ZONED "R-1".
8. THE PROPOSED ZONING FOR THE PORTION OF LAND IN WARREN COUNTY IS "I". THE PROPOSED ZONING FOR THE PORTION OF LAND IN THE TOWN OF FRONT ROYAL IS "I-2".
9. IMPROVEMENTS MAY EXIST AND ARE NOT SHOWN HEREON.
10. TOTAL AREA: 81.443 ACRES.

F & R LIMITED PARTNERSHIP
TAX MAP 20A221-8
L.R. 040007340
SL. 227 H-K
ZONE: A-1

W&MD PROPERTIES, L.L.C. ET AL
TAX MAP 21-8
L.R. 130002716
ZONE: AGRICULTURAL

TOWN OF FRONT ROYAL, VIRGINIA
TAX MAP 20A221-1A
D.B. 324 PG. 212
ZONE: R-1

VIRGINIA INTERNATIONAL
ACADEMY LLC
TAX MAP 20A221-1B14
L.R. 130003139
ZONE: I-2

VIRGINIA INTERNATIONAL EDUCATION
SERVICES, LLC
TAX MAP 20A221-1B15
L.R. 160001212
ZONE: I-2

THE JULIA WAGNER
SHELTER, L.C.
TAX MAP 20A221-1B9
L.R. 020001254
ZONE: I-2

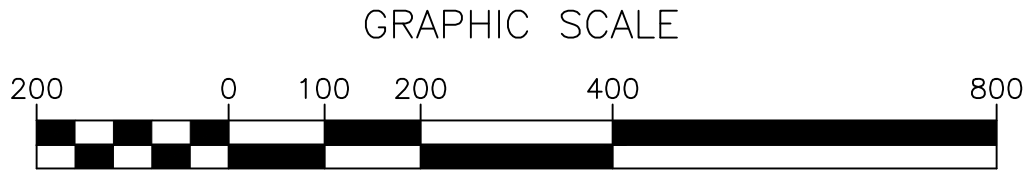
APPROXIMATE LOCATION
FUTURE ROAD PER
TOWN OF FRONT ROYAL
ROAD IMPROVEMENT PLAN
DATED MARCH, 2019

THE INDUSTRIAL
DEVELOPMENT
AUTHORITY OF THE
TOWN OF FRONT ROYAL
AND THE COUNTY OF
WARREN, VIRGINIA
TAX MAP 20A221-1B
D.B. 342 PG. 622
D.B 404 PG. 121
L.R. 970000805

THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE TOWN OF FRONT ROYAL AND
THE COUNTY OF WARREN, VIRGINIA
TAX MAP 20A221-2A1
D.B. 404 PG. 121
SL. 189 A & B
ZONE: I-2

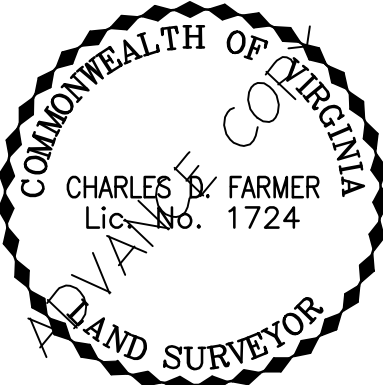
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S75°35'25"E	89.50'
L2	S14°24'35"W	40.00'
L3	S75°35'25"E	30.00'
L4	N14°24'35"E	40.00'
L5	S75°25'42"E	320.58'
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L9	N73°04'39"W	154.41'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	455.00'	163.05'	20°31'57"	S32°36'52"E	162.18'
C2	30.00'	44.20'	84°25'20"	S64°33'33"E	40.31'



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THE THRASHER GROUP INC.
SURVEYING • MAPPING • CONSULTING
100 INDUSTRIAL DRIVE, FREDERICKSBURG, VA 22407
PHONE (540) 372-3499 • FAX (540) 372-6746



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

Drawn By:	BWS
Designed By:	
Checked By:	KO
Date:	10/15/2019
Scale:	1"=200'
County Plan Number:	N/A
Sheet:	1 of 2
JOB #:	020-10018

NOTES:

1. NO TITLE REPORT FURNISHED.
2. EASEMENTS AND/OR RIGHTS OF WAY MAY EXIST.
3. THE PROPERTIES SHOWN HEREON ARE IN THE NAME OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA AS RECORDED IN DEED BOOK 471 AT PAGE 748 (TM 20A221-1) AND DEED BOOK 342 AT PAGE 622 AND DEED BOOK 404 AT PAGE 121 (TM 20A221-1B).
4. (FIRM) FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 51187C0108C, DATED JUNE 3, 2008 ZONE "X" (AREA OF MINIMAL FLOODING).
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F & R LIMITED PARTNERSHIP
TAX MAP 20A221-8
L.R. 040007340
SL. 227 H-K
ZONE: A-1

TOWN OF FRONT ROYAL
N83°56'13"E 754.60'
COUNTY OF WARREN

S15°56'02"E 194.62'
S16°22'26"E 216.27'

TOWN OF FRONT ROYAL, VIRGINIA
TAX MAP 20A221-1A
D.B. 324 PG. 212
ZONE: R-1

W&MD PROPERTIES, L.L.C. ET AL
TAX MAP 21-8
L.R. 130002716
ZONE: AGRICULTURAL

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TAX MAP 20A221-1B15
L.R. 160001212
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THE JULIA WAGNER
SHELTER, L.C.
TAX MAP 20A221-1B9
L.R. 020001254
ZONE: I-2

APPROXIMATE LOCATION
FUTURE ROAD PER
TOWN OF FRONT ROYAL
ROAD IMPROVEMENT PLAN
DATED MARCH, 2019

THE INDUSTRIAL
DEVELOPMENT
AUTHORITY OF THE
TOWN OF FRONT ROYAL
AND THE COUNTY OF
WARREN, VIRGINIA
TAX MAP 20A221-1B
D.B. 342 PG. 622
D.B. 404 PG. 121
L.R. 970000805

THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE TOWN OF FRONT ROYAL AND
THE COUNTY OF WARREN, VIRGINIA
TAX MAP 20A221-2A1
D.B. 404 PG. 121
SL. 189 A & B
ZONE: I-2

LINE TABLE		
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L1	S75°35'25"E	89.50'
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GRAPHIC SCALE



REVISION	COMMENTS	
	DATE	
	11/04/19	
	11/20/19	

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100 INDUSTRIAL DRIVE, FREDERICKSBURG, VA 22407
PHONE (540) 372-3499 • FAX (540) 372-6746

COMMONWEALTH OF VIRGINIA
BRIAN W. SINER
Lic. No. 2881
LAND SURVEYOR

REZONING PLAT

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

Drawn By:	BWS
Designed By:	
Checked By:	KO
Date:	10/15/2019
Scale:	1"=200'
County Plan Number:	N/A
Sheet:	1 of 2
JOB #:	020-10018



F & R LIMITED PARTNERSHIP
TAX MAP 20A221-8
L.R. 040007340
SL. 227 H-K
ZONE: A-1

TOWN OF FRONT ROYAL
N83°56'13"E 754.60'
COUNTY OF WARREN

TOWN OF FRONT ROYAL, VIRGINIA
TAX MAP 20A221-1A
D.B. 324 PG. 212
ZONE: R-1

W&MD PROPERTIES, L.L.C. ET AL
TAX MAP 21-8
L.R. 130002716
ZONE: AGRICULTURAL

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L.R. 130003189
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L.R. 160001212
ZONE: I-2

THE JULIA WAGNER
SHELTER, L.C.
TAX MAP 20A221-1B9
L.R. 020001254
ZONE: I-2

THE INDUSTRIAL
DEVELOPMENT
AUTHORITY OF THE
TOWN OF FRONT ROYAL
AND THE COUNTY OF
WARREN, VIRGINIA
TAX MAP 20A221-1
D.B. 471 PG. 748
L.R. 970000805

APPROXIMATE LOCATION
FUTURE ROAD PER
TOWN OF FRONT ROYAL
ROAD IMPROVEMENT PLAN
DATED MARCH, 2019

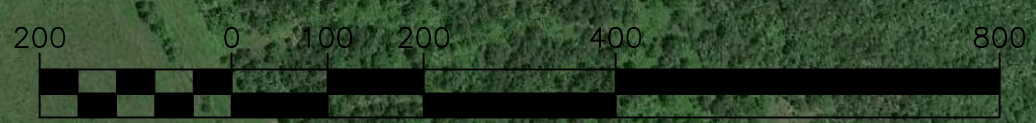
THE INDUSTRIAL
DEVELOPMENT
AUTHORITY OF THE
TOWN OF FRONT ROYAL
AND THE COUNTY OF
WARREN, VIRGINIA
TAX MAP 20A221-1B
D.B. 342 PG. 622
D.B. 404 PG. 121
L.R. 970000805

THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE TOWN OF FRONT ROYAL AND
THE COUNTY OF WARREN, VIRGINIA
TAX MAP 20A221-2A1
D.B. 404 PG. 121
SL. 189 A & B
ZONE: I-2

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GRAPHIC SCALE



REVISION

DATE

11/04/19

11/20/19

COMMENTS

COMMENTS

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COMMONWEALTH OF VIRGINIA

BRIAN W. SINER

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REZONING PLAT

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

SHENANDOAH DISTRICT/TOWN OF FRONT ROYAL
WARREN COUNTY, VIRGINIA

Drawn By:

Designed By:

Checked By:

Date:

Scale:

County Plan Number:

Sheet:

JOB #:

BWS

KO

10/15/2019

1"=200'

N/A

2 of 2

020-10018

PAD A-	22.27 AC
CUT:	290,611 CY
FILL:	290,539 CY
NET:	72 CY

PAD B-	67.38 AC
CUT:	424,184 CY
FILL:	424,445 CY
NET:	261 CY

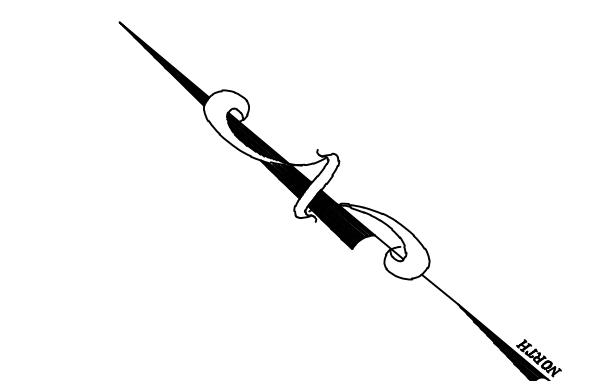
EXISTING CEMETERY

**APPROXIMATE LOCATION
FUTURE ROAD PER
TOWN OF FRONT ROYAL
ROAD IMPROVEMENT PLAN**

PAD A

PAD B

-EX. SANITARY SEWER ESMT



150' 0 150' 300'

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PRELIMINARY
NOT FOR CONSTRUCTION
2020-02-20

SCALE:	
DRAWN:	DATE:
CHECKED:	DATE:
APPROVED:	DATE:
SURVEY DATE:	
SURVEY BY:	
FIELD BOOK No.:	

PHONE
(304) 624-4108

THRASHER
600 WHITE OAKS BLVD. P.O. BOX 940
BRIDGEPORT WV 26330
www.thrashereng.com

FAX
(304) 624-7831

PHASE No.

CONTRACT No.

PROJECT No.

CONCEPTUAL DESIGN PLANS FOR
WARREN COUNTY EDA
PROPERTY DEVELOPMENT
FRONT ROYAL, VIRGINIA
CONCEPT PLAN

HEET No. _____

1



NOTE: ALL PROPOSED BUILDINGS
HAVE 200,000 SF FOOTPRINT

THE INDUSTRIAL
DEVELOPMENT
AUTHORITY OF THE
TOWN OF FRONT ROYAL
AND THE COUNTY OF
WARREN, VIRGINIA
TAX MAP 20A221-1B

VIRGINIA
INTERNATIONAL
EDUCATION
SERVICES, LLC
TAX MAP
20A221-1B15

THE JULIA
WAGNER
SHELTER, L.C.
TAX MAP
20A221-1B9

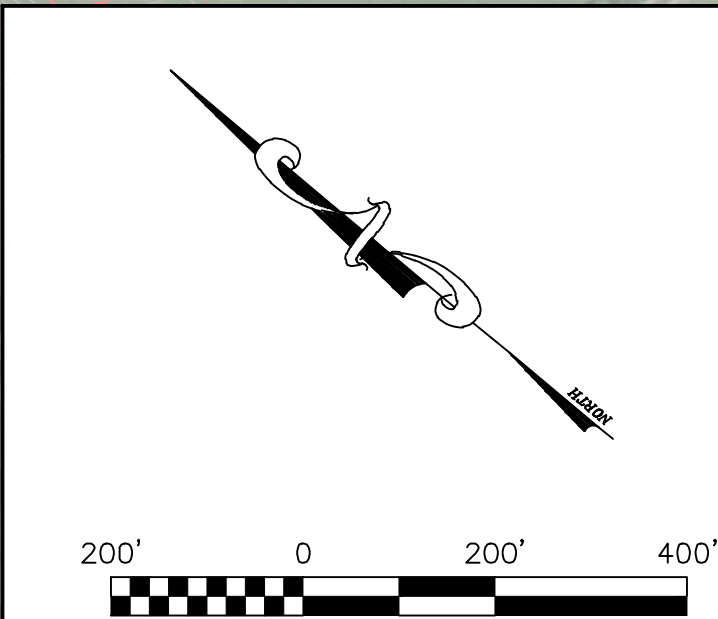
THE INDUSTRIAL
DEVELOPMENT
AUTHORITY OF THE
TOWN OF FRONT ROYAL
AND THE COUNTY OF
WARREN, VIRGINIA
TAX MAP 20A221-1

F&R LIMITED
PARTNERSHIP
TAX MAP
20A221-5

TOWN OF FRONT ROYAL
COUNTY OF WARREN

THE INDUSTRIAL
DEVELOPMENT
AUTHORITY OF THE
TOWN OF FRONT ROYAL
AND THE COUNTY OF
WARREN, VIRGINIA
TAX MAP 20A221-1B

THE INDUSTRIAL
DEVELOPMENT
AUTHORITY OF THE
TOWN OF FRONT ROYAL
AND THE COUNTY OF
WARREN, VIRGINIA
TAX MAP 20A221-2A1



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						CONTRACT No. _____		PROJECT No. _____

CAD FILE: R:\2020-10018 Warren County EDA Phase 1\Drawing\Civil\Concept Plan.dwg
PLOT DATE/TIME: 2/20/2020 11:02 AM
LAYOUT: CONCEPT 1 WITH AERIAL
USER: matthew picotello



NOTE: ALL PROPOSED BUILDINGS
HAVE 200,000 SF FOOTPRINT

THE INDUSTRIAL
DEVELOPMENT
AUTHORITY OF THE
TOWN OF FRONT ROYAL
AND THE COUNTY OF
WARREN, VIRGINIA
TAX MAP 20A221-1B

VIRGINIA
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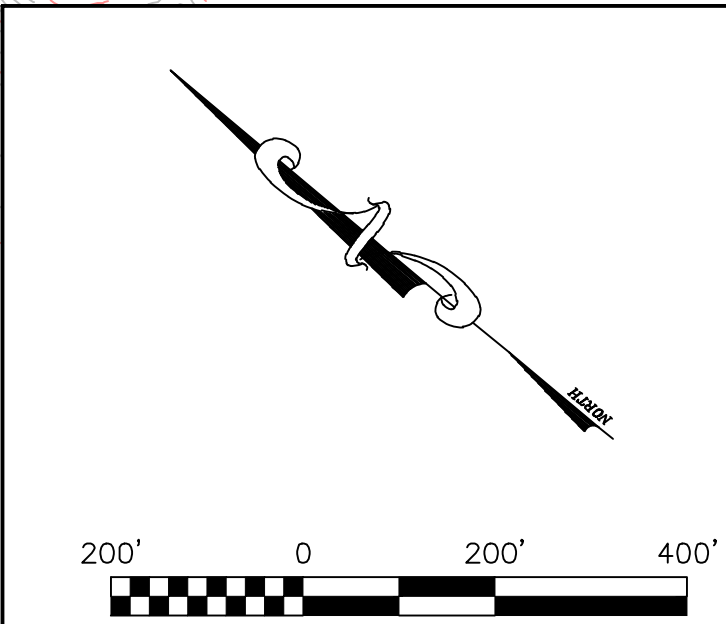
THE JULIA
WAGNER
SHELTER, L.C.
TAX MAP
20A221-1B9

THE INDUSTRIAL
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TOWN OF FRONT ROYAL
AND THE COUNTY OF
WARREN, VIRGINIA
TAX MAP 20A221-1

F&R LIMITED
PARTNERSHIP
TAX MAP
20A221-5

THE INDUSTRIAL
DEVELOPMENT
AUTHORITY OF THE
TOWN OF FRONT ROYAL
AND THE COUNTY OF
WARREN, VIRGINIA
TAX MAP 20A221-1B

THE INDUSTRIAL
DEVELOPMENT
AUTHORITY OF THE
TOWN OF FRONT ROYAL
AND THE COUNTY OF
WARREN, VIRGINIA
TAX MAP 20A221-2A1



Warren County Building Permits - David Beahm comments: FRREZON2013-2020

Comments for R-1 to I-2 (near Progress Drive & Happy Creek Technology Park):

- Erosion and Sediment Control (ESC) Items:
 - o Application and permits are required for ESC permit, which would also include a full plan review application.
 - o The total area of disturbance exceeds one (1) acre and will be considered a Common Plan of Development when work is started. This will require a Stormwater permit through the Department of Environmental Quality (DEQ).
 - o The process with DEQ and ESC may take place at the same time, but both require approval before any work can begin.
- Building Inspections Items:
 - o No reviewable information provided for comment at this time.

If anything should change in the scope additional requirements may be required.

IMPACT STATEMENT**REZONING PARCELS 20A221-1 AND 20A221-1B TO IMPROVE VBRSP STATUS
PROGRESS DRIVE
FRONT ROYAL, WARREN COUNTY, VIRGINIA****THRASHER PROJECT #020-10018**

The Thrasher Group, Inc (Thrasher) was retained by the Front Royal/Warren County Economic Development Authority (EDA) to rezone two (2) parcels from R-1 to I-2. The purpose of the rezoning is to improve site status from Tier 1 to Tier 2 of the Virginia Business Ready Sites Program (VBRSP) to increase competitiveness among surrounding areas such as Winchester and Manassas. The impact statement is part of the rezoning requirement for the Town of Front Royal (Town). The site is located on Progress Drive in Front Royal, Warren County, Virginia.

The site, consisting of two (2) parcels totaling approximately 81.4 acres identified by Tax Map 20A221-1 and 20A221-1B is owned by the Industrial Development Authority of Front Royal and the County of Warren, Virginia and is in the center of County. Tax Map 20A221-1 straddles the County and Town limits, where the County is west and the Town is east. The northern property line for both parcels represents the County and Town limits, where the Town is to the south. Approximately 62.7 acres of the site is located within the Town limits. This impact statement is to rezone the approximate 62.7 acres of the site within the Town limits.

As previously mentioned, this rezoning is specifically for VBSRP. In order to complete this rezoning package, The EDA and Thrasher chose to compare a data center and an industrial park as a potential use, both which can be represented with the same concept plan. Both uses are arbitrary, as the exact use will be determined in the future when businesses are secured. However, a data center or industrial park is a good representation of a potential land use.

Currently, the R-1 zoned site is vacant and contains cleared and forested land. It has access via an existing road named Progress Drive. The R-1 site allows a minimum single-family lot size between 40,000 and 10,000 square feet depending on if the water and sewer are provided on-lot or through a public water system, respectively. The site is bound by Happy Creek Technology Park, zoned I-2 in the Town of Front Royal. The businesses contained within Happy Creek Technology Park include the Virginia International Academy, the Humane Society of Warren County, Rivendell Club School, Strike First Corporation of America, Seton Home Study School, Petrine Family of Companies, Pelican Hardigg Case Center, the Chelsea Academy, and the Brotherhood of Railroad Signalmen. Adjacent parcels in Warren County to the north and west are zoned Agricultural. Within the Town of Front Royal, to the south, the adjacent parcel is undeveloped and zoned R-1A, which allows a minimum single-family home lot size of 7,000 square feet. Within the Town of Front Royal, to the south east, the adjacent parcel is zoned I-2.

Industrial Development Authority of Front Royal and the County of Warren, Virginia proposes rezoning both parcels to zone I-2. The minimum lot size for I-2 is 20,000 square feet. Both parcels exceed the minimum lot size. By-right uses associated with I-2 include: caretaker quarters, automobile and truck

sales lots, automobile garage and service stations (auto repair and gas stations), business offices, coal and wood yards, lumberyards, feed/seed stores, commuter parking facilities, contractor's offices, display rooms and storage, furniture stores, lumber and building supply, professional offices, technology businesses, veterinary hospitals, distribution facilities, light manufacturing, woodworking and upholstery shop, wholesale, laboratory, pharmaceutical and/or medical schools, accessory uses, home occupations, open space, public facilities, public parks and playgrounds, public utilities, signs, and special childcare services.

The Town zoning ordinance states that the "I-2 Industrial Employment District is designed to enable the establishment of industrial and employment uses and structures in appropriate locations of the town, prevents land or structures from being used in a manner so as to [...] detract from the residential and commercial desirability of the adjoining areas, [and] provide controls and standards for the establishment of industrial and employment uses".

As the only town within Warren County, Front Royal serves as the commercial center for the County. By allowing rezoning from residential to industrial, Front Royal may continue to support the County as its commercial center. By adding approximately 62.7 acres within Town limits to I-2, Front Royal will have capacity to attract a large commercial use or continue the development of the existing commercial development which has been successful. With Warren County's cooperation to rezone their additional 18.7 acres, for a total of approximately 81.4 acres, will be an increased benefit. Considering that the parcel is next to a technology park zoned I-2, a technology use may be ideal since technology jobs have high earning potential. Any growth that preserves the historic Old Town of Front Royal, which is unaffected as a result, and increases economic development and commercial growth for Front Royal and Warren County supports the Comprehensive Plan. Fiscal impacts, as well as impacts to the quality of life of citizens, property value and environment were assessed.

Fiscal Impacts

The R-1 use will add between 90 and 360 single family homes. This will increase the property tax base by approximately \$300,000 per year. As an I-2 use, 180 commercial properties could be built or a minimum of eight (8) commercial districts could be established. The economic growth spurred by these commercial properties will exceed the R-1 zoning's fiscal benefits. In addition, by collecting taxes on commercial activity, property taxes will be able to remain relatively low. Any additional increase to operations will be offset by the taxes collected from the commercial properties.

Quality of Life

The industrial uses supported by zone I-2 will not negatively impact the quality of life for citizens, as the purpose of the I-2 zone is to create employment opportunities without detracting from the residential and commercial desirability of the adjoining areas.

According to the Town of Front Royal's Comprehensive Plan, many of its citizens must commute outside of the Town for employment. Its largest competitors are Winchester and Manassas, which are an average of 45 minute commute in one (1) direction. By providing more opportunity for jobs within the Town, less

of its citizens will have to commute to surrounding areas for employment and reduce their commutes. In the case that the Town is able to attract a technology sector employer, wages will increase, and the Town will be a center for surrounding counties. As an employment center, the Town will be able to attract more businesses and growth.

Property Value

Commercial uses often increase the property value to surrounding residences. As quality of life increases in the area, it will attract more buyers. This increases demand, which increases property value.

Impacts to the Environment

An environmental impact study was performed to assess development of the land. As a result, two (2) items were uncovered. There is an existing cemetery onsite and the site is located within Radon Zone 1. Development will be able to occur around the existing cemetery and has continued for adjacent sites within Radon Zone 1. To mitigate the radon concern, additional sampling should be conducted prior to development. The industrial uses supported by I-2 zoning do not have a negative impact to the environment.

Archeological and Historic Impacts

No archeological or historic landmarks will be impacted as a result of this rezoning.

Traffic Impacts

Based upon the attached concept plan, approximately 200 employees will be added to the site for a data center or for an industrial park. For a data center, traffic impacts are 990 daily trips with 124 at maximum AM peak hour and 104 maximum PM peak hour. For an industrial park, traffic impacts are 1,036 daily trips with 98 at maximum AM peak hour and 26 maximum PM peak hour. Based on the data center traffic analysis the following is provided:

- The Future (2026) Build conditions analyses indicates that both existing key intersections and the new site driveway are anticipated to operate at acceptable LOS during both the AM and PM peak hours.
- A turn lane warrant analysis was conducted at the new Data Center Site Driveway and the results indicate that a separate northbound left turn lane is not required, and a separate southbound right turn lane and taper is not required.
- Signal warrant analyses were conducted at the intersections of Shenandoah Shores Road with Progress Drive and Happy Creek Road during future (2026) build conditions. No signal is warranted at the intersection Shenandoah Shores Road and Progress Drive. Warrant 3 (Peak Hour) is met during both peak hours at the intersection of Shenandoah Shores at Happy Creek Road; however, this does not meet the basis to install a new signal at this intersection per the MUTCD section 4C.04. Additional analyses need to be conducted to fully determine if a signal is warranted (i.e. 13-hour count, crash analysis, etc.)

July 8, 2020

Mr. Christopher G. Brock
Department of Planning and Zoning
Town of Front Royal
102 East Main Street
Front Royal, VA 22630

**RE: Front Royal/Warren County Economic Development Authority
Rezoning Application Parcels TM 20A221-1 and TM 20A221-1B
Proffer
Thrasher Project #020-10018**

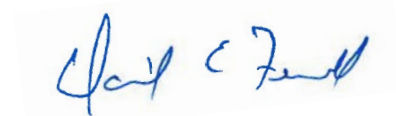
Dear Mr. Brock:

Based on the conversation with Darryl Merchant of your office, the Proffer is being adjusted to dedicate a 60 foot right-of-way instead of 40 foot.

Please see the attached proffer. If you have any further questions, please do not hesitate to contact me.

Sincerely,

THE THRASHER GROUP, INC.



DANIEL E. FERRELL, P.E.
Principal

cc: Doug Parsons, Front Royal/Warren County EDA

PROFFER STATEMENT

REZONING: RZ# _____

CURRENT ZONING: Residential R-1 District

PROPOSED ZONING: Industrial I-2 District

PROPERTIES 30.70 Acres Tax Map 20A221-1 DB 471 PG 748
32.0 Acres Tax Map 20A221-1B DB 342/404 PG 622/121

APPLICANT/OWNER: FRONT ROYAL/WARREN COUNTY ECONOMIC DEVELOPMENT AUTHORITY

PROJECT NAME: REZONING FOR TIER II VBRSP STATUS, PROGRESS DRIVE

DATE OF PROFFERS: _____

EXHIBITS: Concept Plan
Phase I Environmental Study
Traffic Impact Analysis Report

Preliminary Matters

Pursuant to Section 15.2-2296 et. seq. of the Code of Virginia, 1950, as amended, and the provisions of the Town of Front Royal Zoning Ordinance with respect to conditional zoning, the undersigned Applicant hereby voluntarily agrees to the terms and conditions set forth herein, provided that the Town of Front Royal approves Rezoning Application RZ# _____ for the rezoning of the subject properties, as referenced above, consisting of approximately 62.7 Acres, from the residential R-1 District to the industrial I-2 District. The terms and conditions set forth herein may be subsequently amended, revised, or withdrawn by the Applicant if approved by the Town of Front Royal, in accordance with the Virginia Code and Town Code. If such rezoning is not granted, then these proffers shall be deemed withdrawn and have no effect whatsoever. The purpose of this rezoning is to increase the property designation from Tier 1 to Tier 2 of the Virginia Business Ready Sites Program (VBRSP) to increase competitiveness among surrounding areas.

Landscaping Buffer

A landscaping buffer of 25 feet in width shall be established on along the property line of all parcels included in this rezoning application not zoned I-2. This landscaping buffer is to be used as a visual screening between the agriculture or residential zones and industrial zones. The landscape buffer

will preserve existing woodlands and plant one (1) tree and 10 shrubs for every 35 feet along the buffer where there are no existing woodlands.

By-Right Land Use

By-right land use shall not be restricted, however, business offices, professional offices, technology businesses (including data centers), veterinary hospitals, laboratory, pharmaceutical and/or medical schools, public facilities, and special childcare services will be preferred.

Dedicated Right-of-Way

A dedicated right-of-way of 60 feet in width shall be dedicated within the parcels to be rezoned for the continuation of Progress Drive towards the future East West Connector. The right-of-way will be dedicated to a public road, permitted by the Applicant, and built to Town of Front Royal and Virginia Department of Transportation (VDOT) standards. The design will not be finalized until a site plan is developed for the future use.

Traffic Impact Analysis

The Traffic Impact Analysis is based on an arbitrary 1,000,000 square feet data center. The assumed data center generated a peak hourly rate of 124 trips. When the exact use is determined, a new traffic analysis will be performed if the new use generates more trips.

Signatures

The conditions proffered above shall be binding upon the heirs, executors, administrators, assigns, and successors in the interest of the Applicant and owner. In the event the Front Royal Town Council grants this rezoning and accepts the conditions, the proffered conditions shall apply to the land rezoned in addition to other requirements set forth in the Front Royal Town Code, as the same from time to time may be amended, or their successor ordinances. This Proffer Statement supersedes any proffer statements previously submitted in connection with this application and this Property, if any.

OWNER'S SIGNATURE: _____

PRINT SIGNATURE: _____

TITLE: _____

ADDRESS: _____

WITNESS: _____

COMMONWEALTH OF VIRGINIA

COUNTY OF WARREN, TO-WIT:

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY
_____, WHOSE SIGNATURE IS EXECUTED ABOVE TO THE FOREGOING
INSTRUMENT AND WHO HAS TOWN OF FRONT ROYAL APPROVAL SIGNATURE.

TOWN OF FRONT ROYAL APPROVAL SIGNATURE: _____

PRINT SIGNATURE: _____

TITLE: _____

ADDRESS: 102 E. MAIN STREET, FRONT ROYAL, VA 22630

COMMONWEALTH OF VIRGINIA

COUNTY OF WARREN, TO-WIT:

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY
_____, WHOSE SIGNATURE IS EXECUTED ABOVE TO THE FOREGOING
INSTRUMENT AND WHO APPEARED THIS DAY BEFORE ME,
_____, A NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF
VIRGINIA AT LARGE.

MY COMMISSION EXPIRES ON THE ____ DAY OF _____, _____.

NOTARY PUBLIC

Registration Number: _____

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Council Agenda Statement

Item # 11

Meeting Date: November 9, 2020

Agenda Item: PUBLIC HEARING – FY21 Budget Amendment for Outstanding Purchase Orders

Summary: Council is requested to approve an amendment to the FY2020-2021 budget concerning a list of outstanding purchase orders that the Finance Department has compiled totaling \$12,469,371.92 based on the final audit results that need to be carried forward to complete unfished projects.

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

General Fund	\$ 885,960.45
Special Projects	1,163,927.50
Electric Fund	1,014,008.20
Sewer Fund	4,724,419.21
Water Fund	3,832,989.94
Solid Waste Fund	68,505.52
Street Fund	<u>779,561.10</u>
TOTAL	\$ 12,469,371.92

Meetings: October 26, 2020

Proposed Motion: I move that Council approve an amendment to the FY2020-2021 budget concerning a list of outstanding purchase orders that the Finance Department has compiled totaling \$12,469,371.92.

Approved By: _____

Moved _____ Seconded _____

VM Seacock _____ Cockrell _____ Gillispie _____ Holloway _____ Meza _____ Thompson _____

FY20 CARRYOVER PURCHASE ORDERS

<u>Department</u>	<u>PO #</u>	<u>Account#</u>	<u>Description</u>	<u>Amount</u>
Town Manager	29983	1201 - 45417	COVID-19 EMERGENCY MANAGENT	\$ 1,000.00
				\$ 1,000.00
Humane Resource	29946	1202 - 43002	EXECUTIVE SEARCH FOR TOWN MANAGER	\$ 2,450.00
	29950	1202 - 43002	INSURANCE CONSULTANT	\$ 1,000.02
				\$ 3,450.02
Fleet Maintenance	29055	1203 - 47009	FLEET MAINTENANCE RENOVATION FUNDS	\$ 63,068.90
				\$ 63,068.90
Information Technology	29679	1204 - 47051	ELECTRONIC SUMMONS SOFTWARE FOR POLICE DEPT; FUNDS ARE RECEIVED FROM FINES ASSESSED PER CODE OF VIRGINIA	\$ 19,099.75
	29736	1204 - 43005	ELECTRONIC TIME KEEPING HARDWARE	\$ 25,000.00
	29736	1204 - 43053	ELECTRONIC TIME KEEPING SOFTWARE	\$ 10,000.00
	29738	1204 - 47007	VMWARE SERVER UPGRADE	\$ 10,000.00
	29741	1204 - 43053	HR MODULES FOR EMPLOYEE EVALUTIONS	\$ 12,634.00
	29743	1204 - 47007	GIS SERVER UPGRADE PROJEC	\$ 4,000.00
	29784	1204 - 47007	AVIOR HD HARDWARE	\$ 48,267.50
	30016	1204 - 43005	RAPID RECOVERY FOR VMWARE	\$ 3,627.67
	30017	1204 - 43005	KNOWBE4 SECURITY AWARENES	\$ 6,864.00
	30018	1204 - 43005	ARCHIVE - ECONOMY LICENSE	\$ 5,306.64
	30019	1204 - 43005	VMWARE SUPPORT AND SUBSCRIPTION	\$ 1,403.74
	30024	1204 - 47007	GETAC S410 G3 BASIC PART	\$ 1,839.00
	30057	1204 - 43005	SOFTWARE SUPPORT SPILLMAN TECH	\$ 46,000.00
				\$ 194,042.30
Tourism	29854	1205 - 45801	DONATED FUNDS CIVIL WAR MEMORIAL	\$ 250.00
	30033	1205 - 43002	TOURISM CONSULTANT	\$ 25,000.00
	30034	1205 - 43018	TOURISM MARKETING	\$ 48,939.72
				\$ 74,189.72
Legal Dept	29748	2201 - 43002	ADDITIONAL LEGAL FEES SET ASIDE FOR EDA	\$ 63,139.00
	29880	2201 - 43002	AUDITING SERVICES FOR EDA CASE	\$ 26,155.00
	29881	2201 - 43002	LEGAL SERVICES FOR EDA CASE	\$ 100,000.00
				\$ 189,294.00
Police Dept	29982	3101 - 45425	P.P.E. MASKS WITH VOICE PROJECTOR	\$ 14,267.60
	29997	3101 - 45417	MOLDEX N95 RESP MED/LG 20	\$ 3,023.99
	29743	3102 - 45409	GIS SERVER UPGRADE PROJECT	\$ 1,520.00
	30007	3102 - 47005	EQUIPMENT FOR POLICE VEHICLE	\$ 3,429.25
	30036	3102 - 47001	BODY CAMERAS	\$ 32,440.00
	30037	3102 - 47001	POLICE CONSOLES	\$ 12,000.00
	30035	3103 - 47005	USED VEHICLE PURCHASE FOR C.I.D.	\$ 35,000.00
	30050	3104 - 47003	PUBLIC SAFETY ANSWERING POINT	\$ 100,000.00
				\$ 201,680.84
Horticulture	29707	4305 - 43002	MOWING LEACH RUN PARKWAY	\$ 21,185.00
	30031	4305 - 43002	WEED SPRAYING TOWN STREETS	\$ 3,549.67
	30032	4305 - 43002	MOWING OF LEACH RUN PARKW	\$ 10,000.00
				\$ 34,734.67
Planning & Zoning	29620	8101 - 43002	PROPERTY MAINTENANCE	\$ 78,500.00
	30038	8101 - 43002	BLIGHTED BUILDING PROGRAM	\$ 46,000.00
				\$ 124,500.00

FY20 CARRYOVER PURCHASE ORDERS

Energy Services	29242	9401 - 47938	TRANSFORMER FOR KENDRICK	\$	269,034.96
	29832	9401 - 43004	TREE TRIMMING SERVICES	\$	7,230.79
	29841	9401 - 47502	300 KVA TRANSFORMERS	\$	17,576.00
	29885	9401 - 47005	BUCKET TRUCK	\$	269,177.00
	29901	9401 - 47522	1/2" X 4" LAGS CATALOG #A	\$	1,462.00
	29934	9401 - 47502	BUSHING INSERTS 200A CATA	\$	1,369.28
	30003	9401 - 47502	AEL SECURITY LIGHTS	\$	9,551.25
	30005	9401 - 47502	ALUMA-FORM-DES-ASO-398-1-	\$	907.20
	30006	9401 - 47502	HUBBELL - AAC301	\$	1,051.00
	30039	9401 - 47910	TRAFFIC SIGNAL BACK PLATE	\$	3,000.00
	30040	9401 - 47009	BIORETENTION POND	\$	25,000.00
	30041	9401 - 43021	DESIGN NEW TRANSFORMER	\$	23,358.74
	30042	9401 - 47522	FIBER EXTENSION PROJECT	\$	20,785.78
	30043	9401 - 47001	WIRE TRAILER REPLACEMENT	\$	14,699.20
	30044	9401 - 47005	OUTFIT TRUCK BUCKET TRUCK	\$	3,728.00
	30045	9401 - 47957	WIRE PURCHASE AND LEACH RUN PKWY	\$	55,614.06
	27543	9417 - 47001	AMI BILLING SOFTWARE UPGRADE	\$	83,462.94
	29428	9499 - 40001	AMI DEBT SERVICE	\$	207,000.00
				\$	1,014,008.20
WWTP	27930	9801 - 45407	FAN PRESS	\$	16,882.00
	28885	9801 - 47009	RIVERTON & CROOKED RUN PUMP STATION	\$	570,000.00
	29339	9801 - 47009	ROYAL PHOENIX NORTHERN PUMP STATION	\$	44,953.45
	29925	9801 - 47001	EQUALIZATION BLOWER	\$	70,000.00
	30015	9801 - 45406	SOLENI PRAESTOL 855 BS	\$	5,722.15
	30047	9801 - 45406	MAGNETITE MAG 100, (2000#)	\$	15,375.00
	30055	9801 - 45406	BRENNTAG	\$	7,480.00
				\$	730,412.60
Sewer Line Crew	28309	9802 - 47998	I & I ABATEMENT FUNDS	\$	81,875.62
	29761	9802 - 47998	CIPP SEWER LINING	\$	1,041,775.59
	29964	9802 - 47998	I&I ENGINEERING	\$	783,736.95
	29987	9802 - 47998	MANHOLE REHABILITATION	\$	206,748.00
	29988	9802 - 47998	OPEN CUT & PIPE BURSTING	\$	129,041.20
	29989	9802 - 47998	MANHOLE FRAME & COVER ENGINEERING	\$	300,000.00
	29991	9802 - 45407	GAS POWERED RAMMER	\$	1,150.00
	29999	9802 - 47998	CCTV INVESTIGATIONS	\$	990,674.00
	30010	9802 - 47998	HAPPY CREEK STREAMBANK	\$	8,023.25
	30026	9802 - 47998	MANHOLE FRAME & COVER REPLACEMENT	\$	439,732.00
	30049	9802 - 47001	JACKHAMMER FOR BACKHOE	\$	11,250.00
				\$	3,994,006.61
Water Treatment Plant	27546	9601 - 47009	WATER PLANT RESERVOIR	\$	22,000.00
	28119	9601 - 47009	FAIRGROUNDS WATER TANK ENGINEERING	\$	146,500.00
	28327	9601 - 47009	JAMESTOWN PUMP STATION	\$	20,000.00
	28559	9601 - 47009	REPLACEMENT CONTROL FOR GUARD HILL	\$	11,240.00
	28871	9601 - 47009	FILTER MEDIA	\$	300,000.00
	29654	9601 - 43002	WITHDRAW PERMIT & RAW WATER	\$	114,190.08
	29985	9601 - 47009	FAIRGROUNDS WATER TANK	\$	787,700.00
	30000	9601 - 43002	REDUNDANT LINE ENGINEERING	\$	1,272,670.00
	30021	9601 - 45407	ID#2-80-230000-013 SEAL K	\$	237.47
	30051	9601 - 43002	CLEARWELL INSPECTIONS	\$	30,000.00
	30052	9601 - 43002	BACKFLOW PROGRAM	\$	50,000.00
	30053	9601 - 47001	PUMP REPLACEMENT RAW WATER	\$	75,000.00
				\$	2,829,537.55

FY20 CARRYOVER PURCHASE ORDERS

Waterline Crew	29413	9602 - 43002	LEAK DETECTION SURVEY	\$	40,000.00
	29955	9602 - 47513	SECONDARY PAVING PROGRAM	\$	78,781.79
	29991	9602 - 45407	GAS POWERED RAMMER	\$	1,150.00
	30049	9602 - 47001	JACKHAMMER FOR BACKHOE	\$	11,250.00
	30054	9602 - 47513	ASPHALT REPAIRS TO ROUTE 522	\$	26,128.50
	28992	9617 - 47001	RADIO WATER METERS	\$	809,699.50
	29343	9672 - 40001	WATER LOOP PROJECT	\$	36,442.60
				\$	1,003,452.39
Refuse	29655	4203 - 47005	FUNDS SET ASIDE FOR REFUSE TRUCK	\$	60,305.52
	30030	4203 - 45407	TOTER CANS, LIDS, FASTENER	\$	8,200.00
					\$ 68,505.52
Streets	29711	4102 - 47518	HAPPY CREEK PRELIMINARY ENGINEERING	\$	17,199.82
	30059	4102 - 45413	REPLACEMENT ROLLUP FENCE	\$	1,000.00
	30028	4107 - 47001	CONSTRUCTION PLAN PRINTER	\$	5,000.00
	29162	4500 - 47957	LEACH RUN PARKWAY CONSTRUCTION	\$	104,081.68
	29680	4500 - 47005	YEAR 1 OF 3 - DUMP TRUCK REPLACEMENT	\$	71,000.00
	29711	4500 - 47518	HAPPY CREEK PRELIMINARY E	\$	3,787.60
	29713	4500 - 47001	ASPHALT ROLLER (Year 2 of 5)	\$	60,000.00
	29952	4500 - 47927	SHEN AVE STREET LIGHTS	\$	265,000.00
	29954	4500 - 47927	6TH STREET COMMERCE TURN	\$	18,500.00
	30029	4500 - 45473	STREET LINE PAINTING	\$	19,623.00
	30078	4500 - 47926	STONEWALL BRIDGE EPOXY	\$	214,369.00
					\$ 779,561.10
Special Projects	29936	1800 - 47518	HAPPY CREEK PHASE 2 FUNDS	\$	40,000.00
	28341	9130 - 47013	POLICE HEADQUARTERS FUNDS	\$	497,540.54
	29306	9130 - 47961	CDBG CONSULTANT	\$	100,385.89
	29379	9130 - 47982	W MAIN EXTENSION	\$	148,904.35
	29470	9130 - 47019	SIGNAGE CDBG GRANT	\$	104,606.97
	29474	9130 - 47983	CDBG FACADE	\$	213,964.75
	29659	9130 - 43080	CDBG FUNDS RE-BRANDING	\$	15,000.00
	29661	9130 - 43026	CDBG FUNDS ADMIN EXPENSE	\$	43,525.00
					\$ 1,163,927.50
				General Fund	\$ 885,960.45
				Special Projects	\$ 1,163,927.50
				Street Fund	\$ 779,561.10
				TOTAL GOVERNMENTAL FUNDS	\$ 2,829,449.05
				Electric Fund	\$ 1,014,008.20
				Sewer Fund	\$ 4,724,419.21
				Water Fund	\$ 3,832,989.94
				Solid Waste Fund	\$ 68,505.52
				TOTAL OF ALL FUNDS	\$ 12,469,371.92

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Council Agenda Statement

Item # 12

Meeting Date: November 9, 2020

Agenda Item: Amendment to Chapter 4-1 and 4-1.1 of Town Code Pertaining to Location of Meetings and Remote Participation of Meetings for All Public Bodies (*2nd Reading*)

Summary: Council is requested to adopt on its second and final reading an ordinance to amend Chapter 4-1 and 4-1.1 of the Front Royal Town Code that would clarify when and where Town Council meets and include all public bodies to participate in meetings remotely by electronic means as presented.

Budget/Funding: None

Meetings: Work Session held October 5, 2020. Public Hearing held October 26, 2020

Proposed Motion: I move that council adopt on its second and final reading an ordinance to amend Chapter 4-1 and 4-1.1 of the Front Royal Town Code that would clarify when and where Town Council meets and include all public bodies to participate in meetings remotely by electronic means, as presented.

Approved By: _____

Moved _____ Seconded _____

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

ORDINANCE

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA, TO AMEND TOWN CODE CHAPTER 4-1 AND 4-1.1 PERTAINING TO TIME OF MEETINGS AND REMOTE PARTICIPATION AT MEETINGS

4-1 TIME OF MEETINGS

A. The Council shall hold its regular meetings in the Warren County **Government Center** ~~Board of Supervisors Chambers~~ on the second and fourth Mondays of each month at 7:00 p.m.; provided however, that there shall be only one (1) such regular meeting in the month of December of each year, and it shall be on the second Monday of that month, held as the same time and in the same place.

B. In the event that a regular Town Council meeting shall fall on a date designated as a Town holiday, then the regular Council meeting shall be held on the following day (Tuesday) at 7:00 p.m. **with location being in the Warren County Government Center or Town Hall whichever is available.**

C. In the event that a regular Town Council meeting cannot be conducted at the regular time or location due to circumstances beyond the Town's control, the alternative meeting date shall be the following Monday at 7:00 p.m. **in the Warren County Government Center or Town Administrative Offices. Hall whichever is available.**

4-1.1 INDIVIDUAL MEMBER REMOTE PARTICIPATION BY ELECTRONIC MEANS

A. Individual members of Town ~~Council~~ **Public Bodies** may participate in meetings of Town ~~Council~~ **Public Bodies** by electronic communication means from a remote location that is not open to the public, as permitted by Virginia Code § 2.2-3708.1., as that Section may from time to time be amended, or by other future applicable law. This policy shall apply to the entire membership of Town Council, **the Planning Commission, and all other entities however designated, of Town Council created to perform delegated functions of Town Council or Town government or to advise or assist Town Council or Town government, including, but not limited to, the Board of Zoning Appeals, the Board of Architectural Review, the Town Economic Development Authority and the Urban Forestry Advisory Committee (collectively, "Public Bodies", or in the singular, "Public Body").** Public Body Member's requesting remote participation or the matters that will be considered or voted on at the meeting.

B. Whenever an individual Town ~~Council~~ **Public Body** Member wishes to participate from a remote location, a quorum of Town ~~Council~~ **the Public Body** shall be physically assembled at the primary or central Town ~~Council~~ **Public Meeting** location, and arrangements will be made for the voice of the remote Town ~~Council~~ **Public Body** Member to be heard by all persons at the primary or central Town ~~Council~~ **Public Body** Meeting location. The reason that the remote Town ~~Council~~ **Public Body** Member is unable to attend the Town ~~Council~~ **Public Body** Meeting

and the remote location from which the ~~Town Council~~ Public Body Member participates will be recorded in the ~~Town Council~~ Public Body Meeting Minutes.

- C. When such remote individual ~~Town Council~~ Public Body participation is due to an emergency or personal matter, such participation is limited by the Code of Virginia to two (2) meetings or 25 percent of the meetings of the ~~Town Council~~ Public Body per ~~Town Council~~ Public Body Member each calendar year, whichever is fewer.
- D. Individual ~~Town Council~~ Public Body Member participation from a remote location shall be approved unless such participation would violate this ordinance or other applicable provisions of the Virginia Freedom of Information Act.
- E. If a ~~Town Council~~ Public Body Member's participation from a remote location is challenged, then the Public Body Council shall vote whether to allow such participation. If ~~Town Council~~ the Public Body votes to disapprove of the ~~Town Council~~ Public Body Member's remote participation because such participation would violate this ordinance or the provisions of the Virginia Freedom of Information Act, such disapproval will be recorded in the ~~Town Council~~ Public Body Meeting Minutes with specificity.
- F. This policy applies to all Meetings, Work Sessions, and committees of the Public Body ~~Town Council~~.

This ordinance shall become effective upon passage.

APPROVED:

Eugene R. Tewalt Mayor

ATTEST:

Tina L. Presley, Clerk of Council

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

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

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

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

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Council Agenda Statement

Item # 13

Meeting Date: November 9, 2020

Agenda Item: Deed of Easement from ELP RIVERTON, LLC to the Town for water/sewer easements and rights-of-way acquisition for facilities serving Land Unit 5, Riverton Commons Land Condominium, located in Riverton Commons.

Summary: It is proposed that the Town acquire water/sewer easements and rights-of-way over portions of Land Unit 5, Riverton Commons Land Condominium, located in Riverton Commons, for access and maintenance to water/sewer facilities to be owned by the Town, necessary to provide utility service to this parcel. Land Unit 5 is to be the location of the new Chipotle and Five Guys restaurants.

Budget/Funding: None.

Meetings: None.

Proposed Motion: I move that the Town approve and accept the Deed of Easement conveying water/sewer line easements and rights-of-way over portions of Land Unit 5, Riverton Commons Land Condominium, Tax Map No. 12-11-5, owned by ELP RIVERTON, LLC, to the Town, with the Mayor to execute the deed on behalf of the Town.

Approved By: _____

Moved _____ Seconded _____

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

This instrument was prepared by:

**J. Daniel Pond II VSB #13624
35 N. Royal Avenue
Front Royal, VA 22630**

TAX MAP No. 12L-5

THIS DEED OF EASEMENT is made and entered into this 21st day of October, 2020, by and between **ELP RIVERTON, LLC**, a Maryland limited liability company, **GRANTOR**, and **TOWN OF FRONT ROYAL, VIRGINIA**, a municipal corporation, **GRANTEE**, whose mailing address is 102 E. Main Street, Front Royal, VA 22630.

WHEREAS, Grantor is the owner of Land Unit 5 as shown on that certain plat of survey dated March 19, 2007 and revised May 18, 2007, prepared by Control Point Associates, Inc. and recorded in the Clerk's Office of the Circuit Court of Warren County, Virginia in Slide 233-T, having acquired the same by deed date August 18, 2017 and recorded in the aforesaid Clerk's Office as Instrument No. 170004436; and,

WHEREAS, Grantor wishes to grant unto the Town of Front Royal, Virginia easements and rights-of-way for the installation and maintenance of sanitary sewer lines and water lines onto, over and through the aforesaid unit, and to that end have caused to be prepared this instrument.

WITNESSETH:

That for and in consideration of the sum of ONE DOLLAR (\$1.00) cash in hand paid by Grantee to Grantor, receipt of which is hereby acknowledged, Grantor hereby grants and conveys unto Grantee, its successors and assigns, the following rights in the

aforesaid Land Unit 5, Riverton Commons Land Condominium, Tax Map No. 12L-5, situated in the North River Magisterial District of Warren County, Virginia, to-wit:

The privileges, easements, and rights-of-way in perpetuity to construct, lay, maintain, repair, inspect, improve and operate within the easements and rights-of-way of varying widths herein described and referred to, mains, works and systems for the operation of utilities over, upon, across and under the property of Grantor as shown on Sheet 1 and Sheet 3 of a plat of survey dated October 24, 2007 and revised on July 27, 2015 and on September 8, 2015, prepared by Bohler Engineering and recorded in the aforesaid Clerk's Office in Slide 178 at pages A, B, C, and D and also including that certain portion of Land Unit 5 containing 324 square feet, in which the utility meter vault is located, and which is marked **"Prop. Easement Area"** as shown on a plat of survey dated November 21, 2019, prepared and revised by Bohler Engineering and attached hereto and made a part of this instrument.

These easements and rights-of-way shall be for the construction, installation, inspection, repair and maintenance of mains, works, and systems for the transmission of water and the collection and transmission of sewage, and waste water, including, but not limited to, water meters and water meter vaults, (herein "facilities") over, across and under the property of Grantor, with the location and width of said easements and rights-of-way as shown on the aforesaid plat. The parcel encumbered by this instrument is known and designated as Land Unit 5 on the aforesaid plat recorded in the aforesaid Clerk's Office in Slide 233-T.

There are also hereby conveyed rights-of-way of ingress, egress, and access over, upon, and across the property of the Grantor to the above-described easements for the purpose of allowing access to facilities located thereon by the employees, agents, and

contractors of Grantee.

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

(a) That Grantee may (but is not required to) trim, cut, remove, and keep clear all trees, limbs, undergrowth, and any and all other obstructions, within the said easements and rights-of way, that may in any manner, in Grantee's sole judgment, endanger or interfere with the proper and efficient operation of the facilities, and Grantee shall have all such other rights and privileges as are reasonably necessary or convenient for the full enjoyment and use of the easements and rights-of-way herein granted for the aforesaid purpose. Nothing contained herein shall be construed to require Grantee to install, repair or maintain any portion of any water and sewer service laterals providing utilities to any improvements located on the aforesaid Land Unit 5.

(b) That the granting of the easements and rights-of-way hereinafter described neither expressly nor impliedly constitutes any payment, nor the waiver of any obligation for the payment, by Grantor or its successors or assigns, or any cut-in fee or charge, tax, assessment or other charge or obligation whatsoever now due or heretofore due or hereafter to become due and payable to the Grantee or to any person, firm or other corporation whatsoever.

(c) That Grantee will exercise reasonable care to protect the property of the Grantor from damage or injury occasioned in the enjoyment of the easements and rights-of-way herein granted, and to promptly repair the said property or reimburse the Grantor for any property damaged beyond repair.

(d) That, if Grantee does cut or fell any brush, undergrowth or trees, or should

excavations be carried on pursuant to these easements and any large-sized rocks or boulders are unearthed and are not buried in said excavation, such brush, undergrowth, trees, large-sized rocks and boulders shall, at the expense of Grantee be removed from the property of Grantor.

(e) That once constructed and installed, the facilities shall become the property of the Grantee and Grantor shall have no right, title, interest, estate or claim whatsoever in facilities by virtue of the rights conveyed herein.

(f) That the easements are non-exclusive.

(g) That facilities installed pursuant to the easement shall be underground, except for manhole and vault covers which shall be flush with adjacent grade, except as is otherwise consistent with best practices or as shown on plans approved by Grantor.

(h) That Grantor retains the right to use the surface areas of such encumbered parcel for any use not inconsistent with the rights granted the Grantee, including use of the easements areas for pavement, drives, curbing, sidewalks and landscaping.

(i) That Grantor reserves the right to require Grantee to relocate its facilities to another location on the affected parcel, subject to the conveyance of similar easements and rights-of-way, all at the cost and expense of the Grantor.

WITNESS the following signature and seal:

ELP RIVERTON LLC

By: _____

David Lyles, Manager

STATE OF MARYLAND

CITY/COUNTY OF WASHINGTON, TO-WIT:

I, KELLI ANN MELLOTT, a Notary Public in
and for the State and City/County aforesaid, do hereby certify that David Lyles, whose name is
signed to the foregoing Deed of Easement bearing the date of October 21, 2020 as Manager of
ELP RIVERTON, LLC, has this day personally appeared and acknowledged the same before
me in my State and City/County aforesaid.

My commission expires: APRIL 18TH, 2021.

Notary registration no.: AP.# 224844

Given under my hand this 26TH day of October, 2020.



Kelli Ann Mellott
NOTARY PUBLIC

APPROVED AS TO FORM:



Douglas W. Napier, Town Attorney

Date: 11-05-2020

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

WITNESS the following signature and seal:

TOWN OF FRONT ROYAL, VIRGINIA

By: _____ (SEAL)
Eugene R. Tewalt, Mayor

ATTEST:

Tina Presley, Clerk of Council

COMMONWEALTH OF VIRGINIA

COUNTY OF WARREN, TO-WIT:

I, _____, a Notary Public in
and for the State and County aforesaid, do hereby certify that Eugene R. Tewalt, Mayor and
Tina Presley, Clerk, whose names are signed on behalf of the Town of Front Royal, Virginia,
to the foregoing Deed of Easement bearing the date of October 21, 2020, have each this day
personally appeared and acknowledged the same before me in my State and County aforesaid.

My commission expires:

Notary registration no.:

Given under my hand this _____ day of _____, 2020.

NOTARY PUBLIC

PAGE 09 THREE ZERO
ARMED AND DANGEROUS
AVALON-ADAMSON HOLDING COMPANY

PROPERTY LINE AND
FENCE OF LAND LOTS

APPROX. LOCATION
LANDSCAPE EASTERN
0532E F370009169
0532E F370009170
0532E F370010366

APPROX 100
LANDSCAPE EXEMPT
ASR 10/25/13

UNIT A

PROPOSED REPTURE
E-COOKER DOOR METER LOCAL
FOR EACH TENANT SHAW
ACCESSIBLE AND LOCK
WITHIN THE SPINLER BOX
UNIT B

PROP RESTAURANT
6,136.50 SF ±
38 SPACES
6.19/1,000
FFE = 534.00

PROP. GREASE TRAP

100-443887-100
MAY 1964
FBI

UNIT UNIT 6
RIVERVIEW COMMON
LAND CONDOMINIUM
BOST. #07000434

FWP NUTR. AMERICAN
EXSTR. #1200370
IN 126

Mammals

[illegible]

14



Council Agenda Statement

Item # 14

Meeting Date: November 9, 2020

CLOSED MEETING: Public Alley and Rights of Way and Personnel

Motions to Go Into Closed Meeting

I move that Town Council go into Closed Meeting **1)** regarding a Town public alley and rights of way, the disposition of publicly held real property 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.3 and **2)** for the discussion, consideration, or interviews of prospective candidates specific to the Town Manager's Position for employment; assignment, appointment, promotion, performance, salaries, or resignation of specific public officers, appointees, or employees of the public body, pursuant to Section 2.2-3711. A. 1. 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 _____