



## REGULAR TOWN COUNCIL MEETING

Monday, December 14, 2020 @ 7:00pm in the Warren County Government Center

**Due to new COVID-19 Restrictions for Indoor Gatherings, there will be limited seating in the Board Room. If you have signed up to speak on behalf of a public hearing or Receipt of Petitions; and there are no seats available inside the Board Room, you will be asked to wait outside in the hallway. A staff member will advise you when it is your time to address Council.**

### 1. PLEDGE OF ALLEGIANCE

### 2. MOMENT OF SILENCE

### 3. ROLL CALL

Mayor Tenwalt \_\_\_\_\_ VM Sealock \_\_\_\_\_ Cockerell \_\_\_\_\_ Gillispie \_\_\_\_\_ Holloway \_\_\_\_\_ Meza \_\_\_\_\_ Thompson \_\_\_\_\_

### 4. APPROVAL OF MINUTES

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

Work Session Minutes of November 16 and November 23, 2020

Regular Council Meeting Minutes of November 23, 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 (4<sup>th</sup> Cir.) 2008); *Eichenlaub v. Township of Indiana*, 385 F. 3d 274 (3d Cir. 2004). -see page 2-

### 6. REPORTS

- Report of Special Committees or Town Officials and Interim Town Manager
- Requests and inquiries of Councilmembers.  
**Recognition of Service of Outgoing Mayor and Councilmembers**
- Report of the Mayor

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

### 8. COUNCIL APPROVAL OF CONSENT AGENDA ITEMS

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

- HEPTAD Request for One Year Extension to Submit Development Plan
- Lease/License Agreement for Town Right-of-Way-1100 N. Royal Ave – JPY Properties-Busch
- Budget Amendment for VESTA Upgrade Project Call/Radio Recording Services
- HVAC Maintenance Service Contracts for All Town Buildings
- Award to Syntax Communications to Run Fiber to the Route 55 Substation – Energy Services
- Extend CHA Consulting I & I Abatement Contract
- Budget Amendment and Engineering for Urgent Point Repairs – CHA Consulting
- Budget Amendment and Contract Modification for I & I Engineering – CHA Consulting
- Acceptance of Donation of Ambulance to Police Department from W.C Fire and Rescue
- Donation of Portable Radios to Warren County Parks and Recreation

### 9. PUBLIC HEARING Ordinance to Amend Chapter 28-Planning Commission Membership (1<sup>st</sup> R)

### 10. PUBLIC HEARING – Special Permit, Richard Spiewak – Proposed Construction of a Single-Family Dwelling on Non-Conforming Lot in Residential District R-1

11. **COUNCIL APPROVAL** – COVID-19 Municipal Utility Relief Program – FY21 Budget Amendment and Agreement with Warren County
12. **COUNCIL APPROVAL** – Resolution for Town Manager to Accept Deeds of Easement on Behalf of the Town for Redundant Waterline Project in the Route 522 North Corridor
13. **COUNCIL APPROVAL** – FY21 Budget Amendment Chamber of Commerce Donation
14. **COUNCIL APPROVAL** – Budget Transfer to Release Portion of Contingency Funds
15. **COUNCIL APPROVAL** – Resolution for Recognition of Service – Nancy LeHew on BAR

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**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 (4<sup>th</sup> 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 (4<sup>th</sup> Cir.) 2008; Eichenlaub v. Township of Indiana, 385 F. 3d 274 (3d Cir. 2004.)*)

Town Attorney July 2020

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## TOWN COUNCIL WORK SESSION MINUTES

Tuesday, November 16, 2020 at 7:00 P.M.

Town Hall Conference Room

### 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
- Councilman Letasha T. Thompson
- Interim Town Manager Matthew A. Tederick
- Town Attorney Douglas W. Napier
- Deputy Clerk of Council Mary E. Lynn

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

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### Closed Meeting - Personnel and Bank Loan

*Councilman Gillispie moved, seconded by Councilman Meza, that Town Council go into Closed Meeting for 1) 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 and 2) regarding a potential loan from a bank regarding the Police Department Headquarters all the pursuant to the following Sections of the Code of Virginia, respectively in the following order of the Code: Sections 2.2-3711. A. 29; and 2.2-3711. A. 6; and Section 2.2-3711. A. 8.:*

*(1) The discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the governmental unit would be adversely affected; (2) The award of a public contract involving the expenditure of public funds, and the terms or scope of such contract, where discussion in an Open Meeting would adversely affect the bargaining position or negotiating strategy of the public body; And (3) consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, pursuant to of the Code of Virginia.*

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

**Mayor Initial** \_\_\_\_\_

*Councilman Gillispie 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.*

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

No – N/A

Abstain – N/A

Absent – N/A

ROLL CALL

Interim Town Manager Tederick suggested proceeding with agenda item #3. Humane Society Request, first. Council all agreed.

1. **Humane Society Request** – Meghan Bowers, Executive Director of the Humane Society of Warren County explained to Council her plan to open a low-cost spay and neuter clinic. She detailed the Human Society's recent accomplishments, which included reaching a "no-kill" status and increasing their food bank program. She expressed the many benefits of bringing a spay and neuter clinic to the community, noting her goal to raise \$125,000 for the initial start-up costs. She asked Council to consider contributing to her cause.
2. **Review of FY21 Revenues & Contingencies** – Director of Finance, BJ Wilson, presented council with a budget status update. Councilman Meza expressed his preference to move forward with the compensation study and merit increases for town employees.

Mr. Wilson noted a possible utility disconnection ban that was still in the works and had not yet been officially approved by the governor.

3. **Infrastructure Update** – Director of Public Works, Robbie Boyer, gave Council a detailed presentation regarding the many infrastructure improvement projects that were recently completed and currently taking place around Town.
4. **Continued Weekend Closure of Main Street** – Mr. Tederick explained that the weekend closure of Main Street had been previously advertised to continue through November 30<sup>th</sup>. He added that a citizen had requested the closure continue through the winter.

Councilman Gillispie requested Town Staff put together a proposal for closing Main Street to traffic permanently. Councilman Meza agreed and added that when it had been discussed before there were concerns from citizens, but he would be interested in doing another public opinion poll and seeing some conceptual designs. Councilman Thompson agreed.

Council decided to at least continue the weekend closure of Main Street through December 31<sup>st</sup>.

Mayor Initial \_\_\_\_\_

5. **Special Use Permit for Non-Conforming Lot on Grand Avenue** – Director of Planning and Community Development, Tim Wilson, explained that all applications to build on non-conforming lots must be approved by Town Council. He presented them with an application for a new construction on Grand Avenue and noted that town staff recommended approval. Council all agreed that, pending approval from the Planning Commission, they would move forward and take it to vote.
6. **Request to Receive Retired Ambulance from Warren County Fire and Rescue** – Captain Ryman presented a request for the Front Royal Police Department to receive a retired ambulance as a donation from the Warren County Fire Department. He explained that it would likely be outfitted by the Police Foundation and used as an all-purpose vehicle. Council saw no issues.

Mayor adjourned the work session at 8:58 P.M.

**PRESENT:** Mayor Tewalt, Vice Mayor Sealock, Councilman Cockrell, Councilman Gillispie, Councilman Holloway, Councilman Meza, Councilman Thompson, Interim Town Manager Tederick, Town Attorney Napier, Deputy Clerk of Council Lynn, Director of Finance Wilson, Director of Public Works Boyer, Director of Planning and Community Development Wilson and members of the public and press.

Signatures on next page

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 November 16, 2020 on December 14., 2020.*

Mayor Initial \_\_\_\_\_



## TOWN COUNCIL REGULAR MEETING MINUTES

The regular meeting of the Town Council of the Town of Front Royal, Virginia was held on November 23, 2020, in the Warren County Government Center. The Pledge of Allegiance and Moment of Silence were led 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](http://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 Letasha T. Thompson  
Interim Town Manager Matthew A. Tederick  
Town Attorney Douglas W. Napier  
Deputy Clerk of Council Mary E. Lynn

**ABSENT:** Councilman Jacob L. Meza

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

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### APPROVAL OF MINUTES

*Councilman Gillispie moved, seconded by Councilman Holloway, to approve the Regular Council Meeting Minutes of November 9, 2020, as presented.*

Vote: Yes – Unanimous (NO ROLL CALL)

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### RECEIPT OF PETITIONS AND/OR CORRESPONDENCE FROM THE PUBLIC

Ann Arena, 204 East Main Street, expressed her opposition of the continued closure of Main Street to vehicular traffic through the end of the year.

Mayor Initial \_\_\_\_\_

Samuel Porter, 216 Fletcher Street, reiterated the responsibility of local law enforcement to promote public safety. He noted several social media posts that were made by a Front Royal Police Officer and wondered why a public statement had not yet been made the Town.

Kristin Iden, 407 Washington Avenue, requested a statement from the Front Royal Police Department regarding some “violent, hateful, and unprofessional” social media posts made by one of their officers.

David Means, 201 West First Street, expressed his concern for the riparian buffer located on Happy Creek between South Street and Prospect Street. He noted the lack of permits on site and added the strategy being used was outdated.

Mark Frondorf, 136 Bumgardners Ford Road, Rileyville, Virginia, spoke as a representative for the Shenandoah River Keepers, about his concern for the Happy Creek Project. He added the importance of urban greenspace and suggested the SEP be amended.

Chris Anderson, 1312 Farmview Road, Luray, Virginia, the Page and Warren County Coordinator for the Alliance of the Shenandoah Valley expressed her disapproval of the Happy Creek Bank Stabilization Project plan. She noted her hope that the town would develop a new plan and offered to work with them to solve the issue.

Susan Tschirhart, 327 Skyline Place, Chair of the Front Royal/Warren County Appalachian Trail Community Committee, reminded Council that the portion of Happy Creek in question is the first view of Front Royal for many visitors. She noted that Front Royal is considered the “friendliest trail town,” a tree city, a town committed to natural spaces, and that the Happy Creek Project plan, as presented, did not align with that image.

Sonja Carlborg, 210 West First Street, spoke about the Happy Creek Bank Stabilization Project, noting that 161 trees had been cut that should have remained. She explained that the project could not be addressed the same way as the 8<sup>th</sup> Street project because they were completely different.

David Brotman, 938 Shangri La Road, Bentonville, Virginia, Executive Director of Friends of the North Fork of the Shenandoah River, expressed the need for damage control for the Happy Creek project. He noted that the work started without posting permits or talking to the Urban Forestry Advisory Commission as required by the Town Code.

Melody Hotek, 1879 Catlett Mountain Road, reminded Council that when she had spoken to them two weeks prior about the destruction of Happy Creek, she had been offered a meeting, and it was never set-up. She suggested the Town apply for an extension for their DEQ consent order and develop a plan to replant native trees and shrubs. She added that the local environmental groups and citizens of Front Royal were ready to help.

**Mayor Initial \_\_\_\_\_**

Tim Ratigan, 6079 Stonewall Jackson Highway, referenced the Front Royal Police Officer who was under investigation for posts made on social media. He noted the officers right to free speech and warned the Town not to “bring on an unlawful termination lawsuit.”

Rick Novak, 117 East Main Street, thanked Council for their swift action in closing down Main Street at the beginning of the COVID-19 pandemic to help local restaurants through the summer and fall season, but urged Council to reopen the street now that the weather had turned cold.

Bruce Rappaport, 300 West Main Street, stated that there are many “smart people in this community” and that the town should heed what they have to say regarding Happy Creek.

Paul Gabbert, 1221 Valley View Drive, described the state of the Happy Creek Project as disrespectful and devastating. He added his belief that it was a waste of tax-payer dollars.

Kelly Walker, 939 South Marshall Street, stated it was time to reopen Main Street to vehicular traffic on the weekends and asked Council to reconsider their decision to extend the closure.

Sue Laurence, 403 East Main Street, spoke in favor of the continued closure of Main Street. She noted that the street closure was not responsible for any lack of business, COVID-19 was.

Vincent Resch, 377 Shannon Woods Drive, member of the Towns Urban Forestry Advisory Commission (UFAC) and the Front Royal/Warren County Tree Stewards, addressed the Happy Creek Project and the lack of UFAC involvement. He cited Town Code 156-3 and 156-6 which requires removal of trees on town owned property be reviewed by UFAC.

Tom Dombrowski, 79 Blue Jay Court, stated his belief that the citizens of Front Royal were not properly notified of the work happening at Happy Creek. He added that the proposed design was something he “would have seen in the 1970’s” and would “destroy the entire ecological value of the stream.”

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## **REPORTS**

a. Report of Special Committees of Town Officials and Interim Town Manager - Interim Town Manager Tederick commended all the speakers for their helpful comments. He reiterated the timeline of the Happy Creek Project, noting the Town had retained the services of an engineer to put together the plan. He expressed his understanding that there were high emotions and sensitivity regarding the project. He added that the Town had a DEQ consent order requiring the work be completed by December 31, 2020.

Mr. Tederick also stated that Main Street was scheduled to be closed Wednesday afternoon through Monday morning and Town Offices would be closed Thursday and Friday for the Thanksgiving holiday.

**Mayor Initial \_\_\_\_\_**

Mr. Tederick noted that it would likely be his last Council Meeting as Interim Town Manager. He stated that he was happy to have worked with a great and dedicated staff. He then outlined many town projects and objectives that were accomplished under his management.

b. Requests and inquiries of Council Members

Councilman Gillispie addressed the closure of Main Street and stated that Council wholeheartedly wanted to help local businesses. He asked Interim Town Manager Tederick if they could discuss it at a Work Session. He also mentioned the concerns about a Town Police Officer's Social Media posts and explained that Council could not officially comment while the investigation was still active. Councilman Gillispie then invited all those who spoke about the Happy Creek Project to meet him on site to discuss their concerns.

Councilman Thompson suggested a committee be formed that included all the environmental groups that had representatives present, along with the Urban Forestry Advisory Commission to remedy the Happy Creek Project. She noted that the Northern Virginia Daily was now a 'pay-only site' which could explain why the community was unaware of the project. She also explained that she had contacted the Town Manager immediately after finding out about the Social Media posts that were made by a Town Officer and had requested a press release from the Front Royal Police Department at that time.

Vice Mayor Sealock mentioned his attendance at an event that was organized to "Save Happy Creek" the previous weekend. He noted that the project was overdue, and the creek banks had not been cleaned up or addressed for 13 years. He recommended Town Staff try to obtain an extension on the consent order and use the knowledge of the resident experts moving forward.

Councilman Cockrell requested the Town gather contact information for all downtown business owners so they could be surveyed about street closures in the future. She also mentioned how much she had learned about Happy Creek from all the emails and speakers. She noted the goal of the consent order, which was to reduce flooding.

Councilman Holloway agreed with Councilman Gillispies suggestions to further discuss the Main Street closure during a Work Session. He suggested inviting business owners to come participate in the conversation.

c. Report of Mayor – Mayor Tewalt thanked everyone for coming and stated how "good it was to hear from citizens." He agreed that the Happy Creek Project plan should be revisited.

d. Proposals for addition/deletion of items to the Agenda - NONE

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**COUNCIL APPROVAL OF CONSENT AGENDA ITEMS** – NONE

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Mayor Initial \_\_\_\_\_

**COUNCIL APPROVAL** – Rezoning Application by EDA for Rezoning Approximately 62.7 Acres from R-1 to I-2 Adjacent to Happy Creek Technology Park

*Councilman Cockrell moved, seconded by Councilman Thompson, that Council approve on its second and final 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. She further moved that the rezoning approval include the four (4) proffers as indicated in the Proffer Statement.*

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

No – N/A

Abstain – N/A

Absent – Councilman Meza

ROLL CALL

**COUNCIL APPROVAL** – FY21 Budget Amendment for Insurance Reimbursement

*Councilman Gillispie moved, seconded by Councilman Cockrell, that Council approve a FY21 Budget Amendment in the amount of \$31,732.15 to receive funds from Virginia Risk Sharing Association to reimburse the Town of Front Royal for expense incurred due to a water break on Route 522 N near Fairgrounds Road.*

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

No – N/A

Abstain – N/A

Absent – Councilman Meza

ROLL CALL

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### **CLOSED MEETING**

*Councilman Gillispie moved, seconded by Councilman Holloway, that Town Council go into Closed Meeting 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 (NO ROLL CALL)

*Councilman Gillispie 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*

Mayor Initial \_\_\_\_\_

*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 – Councilmen Sealock, Cockrell, Gillispie, Holloway & Thompson

No – N/A

Abstain – N/A

Absent – Councilman Meza

ROLL CALL

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Mayor Tewalt reopened the Regular Town Council Meeting.

*Councilman Holloway moved, seconded by Councilman Gillispie, that Town Council execute an employment agreement hiring Steven Hicks as Front Royal Town Manager effective December 7, 2020. He further moved that the existing Town Manager, Matt Tederick, provide appropriate on-site and on-call assistance to Mr. Hicks to familiarize him with his new job duties and responsibilities.*

Vice Mayor Sealock stated that Council had sorted through 80 Town Manager applicants. He explained that while it had taken some time, he believed they had found a top-notch candidate with detailed and relevant experience.

Councilman Gillispie thanked the citizens and his fellow Council members for their patience during the hiring process. He noted the importance of making sure they found the “right one” for the community and especially the town’s employees.

Councilman Cockrell expressed her excitement to work with Mr. Hicks. She explained that finding the right person for the job was Council’s biggest decision of the year.

Councilman Thompson noted that since Mr. Hicks had experience in all different departments, he would be well respected by the town’s department heads.

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

No – N/A

Abstain – N/A

Absent – Councilman Meza

ROLL CALL

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Police Chief Magalis thanked Council for giving him and his department time to properly investigate a recent personnel issue regarding posts that were made on social media. He noted the need to consider all sides of the constitution, to follow procedures as outlined in the State

Mayor Initial \_\_\_\_\_

Code, and to follow Human Resource and Employment Laws. He then presented them with a public statement regarding their investigation.

Interim Town Manager Tederick added that all Town Employees ultimately work for him, and with respect to this particular issue, he had failed Council, the public and the community. He explained that social media presents a big challenge, and he planned to conduct formal training with all members of Town Staff.

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Mayor Tewalt adjourned the Regular Meeting at 9:39 PM and Council began their Work Session.

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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 November 23, 2020 on December 14, 2020.*

Mayor Initial \_\_\_\_\_



## TOWN COUNCIL WORK SESSION MINUTES

Tuesday, November 23, 2020 at 7:00 P.M. in Warren County Government Center

1. **Commonwealth of Virginia Disconnection Ban** – Finance Director, BJ Wilson, presented Council with an overview of the budget bill that was recently passed by the Governor of Virginia that prohibited the disconnection of utilities for all Virginia residents. He outlined the exemption process including the detailed reporting his department would have to complete, and the payment plans the town would be required to offer those with delinquent utility accounts. Council agreed to move forward with obtaining the exemption.
2. **Continued Closure of Main Street** – Councilman Gillispie reiterated the intention of the Main Street closure was to help local businesses. He voiced his concern for the citizens who claimed, during their regular meeting, that the closure was hurting them. Councilman Thompson wondered if some street parking could be used as outdoor seating space for restaurants. Councilman Holloway suggested allowing businesses to use the sidewalks. Interim Town Manager Tederick added that cold weather would present a challenge for businesses to set up outside.

Council requested Mr. Tederick determine whether there were any special even permits for the coming weekend. If there were none, they advised him to keep the street open to vehicular traffic effective immediately.

Mayor Tewalt adjourned the work session at 10:06 PM.

**PRESENT:** Mayor Tewalt, Vice Mayor Sealock, Councilman Cockrell, Councilman Gillispie, Councilman Holloway, Councilman Thompson, Interim Town Manager Tederick, Town Attorney Napier, Finance Director Wilson (via telephone), Public Works Director Boyer, Planning and Community Development Director Wilson, Deputy Clerk of Council Lynn, and members of the public and press.

**ABSENT:** Councilman Meza

Signatures on next page

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 November 23, 2020 on December 14, 2020.

Mayor Initial \_\_\_\_\_

8A



## Council Agenda Statement

Item # 8A

Meeting Date: December 14, 2020

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**Agenda Item:** HEPTAD Request for One-Year Extension to Submit Development Plan

**Summary:** Council is requested to consider approval of a request from HEPTAD, LLC to extend their deadline to submit a development plan. Town Code requires that a development plan be submitted within one (1) year of approval of the Master Land Use Plan. The Town Code also allows the deadline to be extended by Town Council. Council has approved a one-year extension every year since 2016.

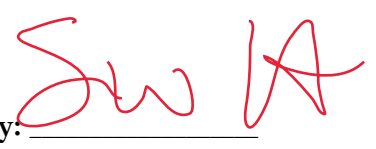
HEPTAD, LLC is the owner of the proposed development referred to as Swan Estates. It was conditionally rezoned to the PND District in 2012.

**Budget/Funding:** N/A

**Meetings:** Work Session held December 7, 2020

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

**Proposed Motion:** I move that Council approve the request from HEPTAD, LLC to extend their deadline to submit a development plan until December 3, 2021.

Approved By: 

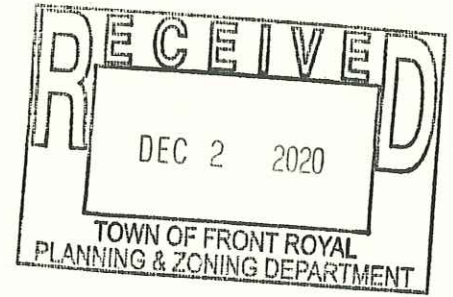
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Moved \_\_\_\_\_ Seconded \_\_\_\_\_

VM Sealock \_\_\_\_\_ Cockrell \_\_\_\_\_ Gillispie \_\_\_\_\_ Holloway \_\_\_\_\_ Meza \_\_\_\_\_ Thompson \_\_\_\_\_

## JOSEPH F. SILEK, JR., P.C.

43 CHESTER STREET  
POST OFFICE BOX 602  
FRONT ROYAL, VIRGINIA 22630  
TELEPHONE: (540) 635-9415  
FACSIMILE: (540) 635-9421  
E-MAIL: JSILEK@SILEKPC.COM



December 2, 2020

Timothy Wilson, Director  
Department of Community Development & Planning  
Town of Front Royal  
102 East Main Street  
Front Royal, Virginia 22630

**Re: Heptad, LLC – Renewed Request for Extension**

**DELIVERED BY HAND DELIVERY**

Dear Mr. Wilson:

Please be advised that I represent Heptad, LLC. Last year, the Town Council granted Heptad's request for an extension of the requirement to file a Development Plan pursuant to Town Code §175-37.18. At that time, it was my understanding that, unlike prior years, this extension approved by the Town Council was for a longer period. Unfortunately, for the 2019 extension, I did not receive a letter from the Town confirming the extension or its terms. Nevertheless, it has recently come to my attention that such extension may have been only for one (1) year. I would respectfully ask that you check Town Council records from November or December of 2019 to confirm my understanding that the extension was for longer than one (1) year and, if so, to confirm when that extension would expire. If the extension was for only one (1) year, please treat this letter as a request for an additional one-year extension.

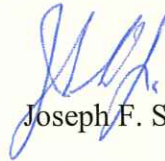
As justification for the request, I am pleased to report that recently Heptad has entered into a contract for the purchase of the Heptad property. Under the terms of that contract, closing is expected to take place in late August 2021. Obviously, it is in the best interests of both the Town and my client that this transaction close.

I respectfully request that this matter be placed on the earliest regular meeting of the Town Council. I also ask that you copy me with any Town communications, notices, or meeting agendas referencing this request.

Timothy Wilson, Director  
December 2, 2020  
Page Two (2)

Thank you in advance for your assistance, and please contact me with any additional questions.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read "J. Silek, Jr.", is positioned above the printed name.

Joseph F. Silek, Jr.

Cc: Heptad, LLC

# Swan Estates

# By

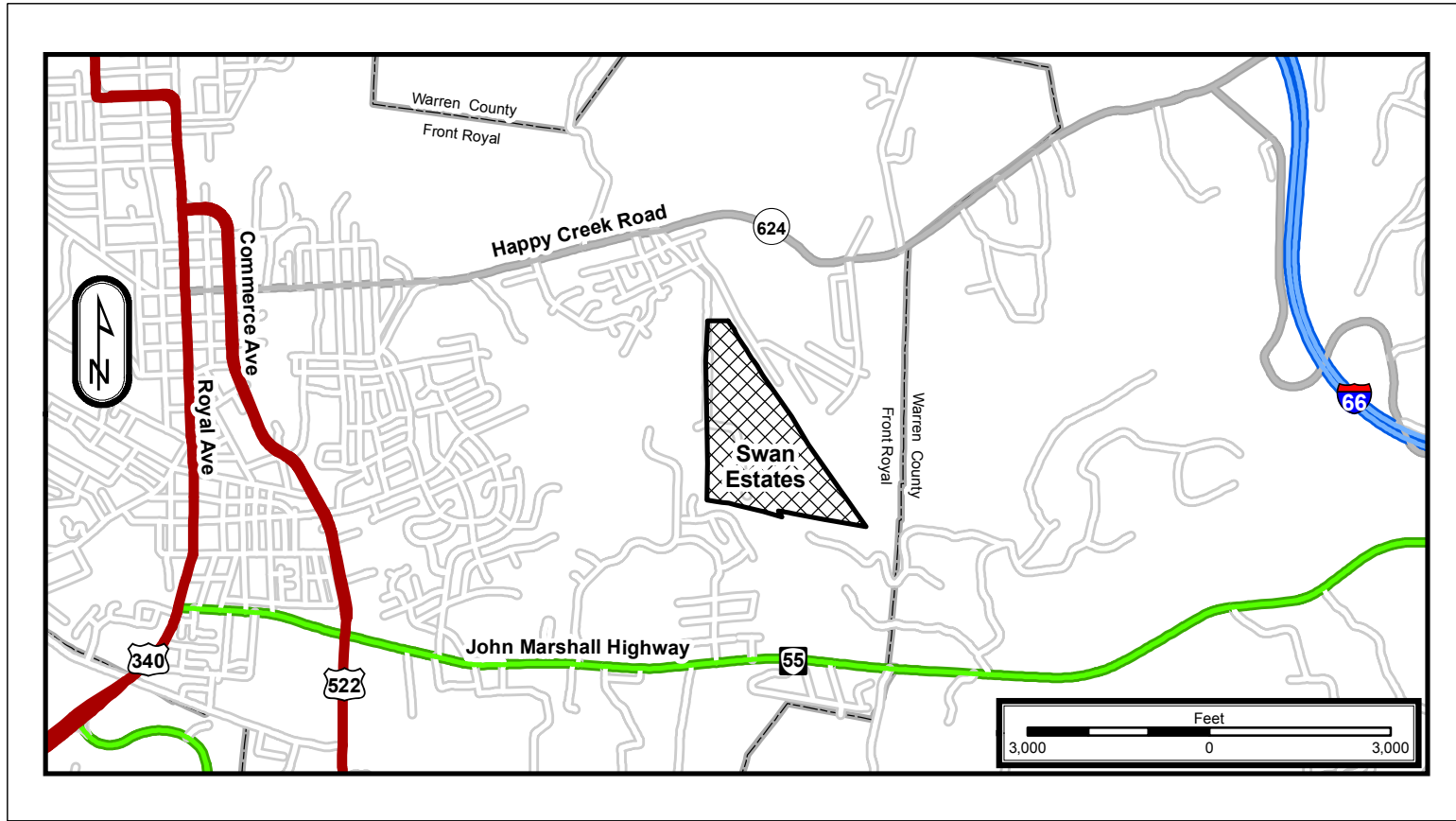
# Heptad LLC

March 4,2011

Master Land Use Plan

A Planned Neighborhood Development

FOR A COMPLETE MASTER PLAN SEE THE  
DIRECTOR IN THE PLANNING/COMMUNITY  
DEVELOPMENT DEPARTMENT



Vicinity Map

**Project Information**

**General Information**  
Tax Map\* 20-A21-2-1 and 20-A20-2-11, instrument 030007026  
Total Area: 98+/- Acres  
Current Zoning: (R-S) Suburban Residential

**Open Space Information;**  
Total Area in Open Space: 43.74 Acres (44.6%)  
Open Space comprised of Conservation Land: 34.84 Acres  
Open Space comprised of Recreation Land: 8.9 Acres

**Developable Area Information:**  
Total developable area: 54.26 Acres (55.4%)  
Area in Single Family Dwelling Category: 11.87 Acres  
Area in Townhouse Category: 12.59 Acres  
Area in Multi-Family Category: 20.6 Acres  
Area in Commercial Category: 9.2 Acres  
Proposed Single Family Units: 37-54 +/- (minimum size lots of 3,000 sq. ft)  
Proposed Townhouse Units:112 +/-  
Proposed Multi Family Units: 252-336 +/-

**Summary**  
Total Number of Units: 450\*  
Average Density: 4.09-5.12 units per acre +/-  
Percentage of Land in open Space : 44.6%

\* maximum allowable amount and will be result of any combination of unit types as determined by final design

**Sheet Index**

- 1. Cover Sheet
- 2.General Location Plan
- 3. Boundary Survey
- 4.Slope Analysis
- 5.Topography Map
- 6.Trip Distribution and Road Classification
- 7.Floodplan and Wetland Delineation
- 8.Leach Run Parkway Layout
- 9.Function Use Plan-Land Bay Layout

Swan Estates

Master Land Use Plan

Happy Creek Magisterial District

Front Royal, Virginia

| No.                                                                                                                                                                                 | Date                     | Revisions |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------|
| <b>Design Firm</b><br><br><b>J. Duggan &amp; Associates</b><br>Landscape Architecture<br>151 Windy Hill Lane, Winchester, VA 22602<br>(540)974-2475<br>www.jdugganandassociates.com |                          |           |
| <b>Consultant</b>                                                                                                                                                                   |                          |           |
| <b>Project Title</b><br>Master Land Use Plan                                                                                                                                        |                          |           |
| <b>Drawing Title</b><br>Cover Sheet                                                                                                                                                 |                          |           |
| <b>Project Manager</b><br>J Duggan RLA                                                                                                                                              |                          |           |
| <b>Drawn By</b><br>TM/JD                                                                                                                                                            | <b>Scale</b><br>as shown |           |
| <b>Reviewed By</b><br>JD                                                                                                                                                            | <b>Drawing No.</b>       |           |
| <b>Date</b><br>3-4-2011                                                                                                                                                             |                          |           |
| <b>CAD File</b>                                                                                                                                                                     | 1 of 9<br>Total Sheets   |           |

#### **175-37.18      DEVELOPMENT REVIEW (PND)**

Within one year of approval of a Master Land Use Plan for development of a Planned Neighborhood, prior to the approval of building permits, the applicant shall prepare and submit for review and approval an engineered Development Plan, along with the fee as established in the approved schedule of fees. The applicant may petition the Town Council for an extension of time for submission of a development plan, provided such extension is requested at least 20 days prior to the expiration of the one-year period. The Town Council may grant an extension upon demonstration of good cause for up to one year.

8B



## Council Agenda Statement

Item # 8B

Meeting Date: December 14, 2020

---

**Agenda Item:** Lease/License Agreement for Town Right-of-Way at 1100 N. Royal Avenue – JPY Properties – Jeremy Busch

**Summary:** Council is requested to approve a Lease and License Agreement between the Town of Front Royal and JPY Properties (Jeremy Busch) for the Town's public right-of-way located at N. Royal Avenue and W. 11<sup>th</sup> Street, as presented; and authorize the Town Manager to execute the necessary documents.

**Budget/Funding:** N/A

**Meetings:** Work Session held November 9, 2020

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

**Proposed Motion:** I move that Council approve a Lease and License Agreement between the Town of Front Royal and JPY Properties (Jeremy Busch) for the Town's public right-of-way located at N. Royal Avenue and W. 11<sup>th</sup> Street, as presented; and authorize the Town Manager to execute the necessary documents.

Approved By: 

---

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

VM Seacock \_\_\_\_\_ Cockrell \_\_\_\_\_ Gillispie \_\_\_\_\_ Holloway \_\_\_\_\_ Meza \_\_\_\_\_ Thompson \_\_\_\_\_

**THIS LEASE AND LICENSE AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by and between the **TOWN OF FRONT ROYAL, VIRGINIA**, a municipal corporation, party of the first part, hereinafter called the “Lessor” or “Town”; and **JPY PROPERTIES LLC**, a Virginia limited liability company, party of the second part, hereinafter called the “Lessee”.

**WITNESSETH:** That for and in consideration of the agreements herein contained and the respective benefits flowing to the parties hereto, the parties do hereby agree as follows:

1. **PREMISES** - The Town agrees to lease to the Lessee certain Town public rights of way as described in (A) and (B) following, to be known collectively as the “Premises”, being: (A) the Town’s public right of way 35.00 feet in length from north to south and adjacent to the West side of North Royal Avenue and adjacent to the East side of Lessee’s property known as Lot 1, containing 4,550 Sq. Ft., at the intersection of North Royal Avenue and West 11<sup>th</sup> Street, as shown on that certain plat titled “Survey of Lot 1, Block 43, Plat “E”, Front Royal-Riverton Improvement Company Recorded In D.B. “S”, Pg. 300, Shenandoah Magisterial District, Warren County, Town of Front Royal, Virginia”, prepared by Himelright & Associates, PLLC, Professional Land Surveyors, L.C. Himelright, Land Surveyor (the “Plat”), and containing thereon a brick planter (described on the Plat as “Br. Planter”), a concrete walkway (described on the Plat as simply “conc.” with a drawing of a walkway), and a concrete wall (described on the Plat as a “conc wall”); and (B) the Town ‘s public right of way 130.00 feet in length from east to west and adjacent to the North side of West 11<sup>th</sup> Street, and adjacent to the South side of Lessee’s said property known as Lot 1, containing 4,550 Sq. Ft., as

shown on the Plat. During the term of this Lease this Lease will include the grant to Lessee the additional license to utilize and place its sign on the concrete wall on the leased area in (A) above, as well as the additional license to utilize the brick planter during the term of this lease.

2. **TERM OF LEASE** - The term of the Lease is for a period of **FIVE (5) years**, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_.

3. **PAYMENT OF RENT** - Lessee shall pay to the Town an annual rental payment for the Premises of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_.00). The rental payment shall be paid in advance beginning on the 1st day of \_\_\_\_\_, 202\_\_\_\_\_ and on an annual basis thereafter for the term of this Lease and any extensions hereunder.

4. **TRAFFIC CONTROL** - The Lessee shall be solely responsible for effectively controlling the Premises for parking and traffic use of Lessee so as to effectively prevent other vehicles from utilizing Premises if Lessee be so inclined. Access for Town and emergency vehicles to or through the Premises shall not be impeded by this Lease, and shall be permitted at all times.

5. **HOLD HARMLESS** - The Lessee hereby agrees to hold the Town, its officers, employees, agents, and invitees harmless from any liability pertaining to Lessee's, Lessee's customers', employees, agents', officers', and invitees' use and/or occupancy of the Premises.

6. **USE OF PREMISES** - The Lessee shall not assign this Lease or sublet the Premises. The Lessee shall not permit or allow any dangerous practice or hazardous condition to occur on the Premises, shall not violate any State, Federal, or local law

or regulation concerning the use of the Premises, or permit any illegal activity to occur thereon. The Lessee, for itself, its customers, employees, agents, officers, and invitees shall not create or allow any nuisance to be or remain upon the Premises. Lessee shall not use the Premises for purposes other than as a business purpose allowed by and appropriate to its zoning.

7. **ALTERATIONS OR IMPROVEMENTS** - Any alterations, additions, or improvements to the Premises shall not be permitted without the written consent of the Town. Any permitted alterations, additions, or improvements to the Premises shall be performed at the sole expense of Lessee by reputable workmen and contractors approved by the Town. All alterations, additions, or improvements to the Premises shall be and remain the sole property of the Town.

8. **MAINTENANCE** - The Lessee shall maintain the Premises in a proper and safe condition of good repair. The Lessee shall surrender the Premises to the Town at the conclusion of the Lease in the same condition and repair as existed at the commencement of the Lease. The Lessee accepts the Premises "**as is**", "**where is**". It is specifically understood that the Town has no obligation to the Lessee to make any repairs, improvements, or replacements whatsoever to the Premises during the period of the Lease. The Town does not warrant or guarantee as to the suitability of the Premises for any particular purposes.

9. **TERMINATION** – Except as hereinafter provided, this Lease may be terminated by either party for any reason thirty (30) days from the date of mailing a written notice of termination to the other party. For the purposes of this Lease, all notices shall be made in

writing and shall be delivered by first class mail to the parties at the addresses stated herein, to-wit:

**TOWN OF FRONT ROYAL  
c/o Front Royal Town Manager  
102 East Main Street  
Front Royal, Virginia 22630  
540-635-8007**

**JPY Properties LLC  
C/O Jeremy Busch  
C/O Jenna Busch  
1100 North Royal Avenue  
Front Royal, Virginia 22630  
810-241-2674**

In the event of termination by the Town prior to the scheduled expiration of the Lease, where public necessity requires an immediate recovery of the Premises by the Town, the Town may recover the premises with such prior notice to Lessee as is reasonable under the circumstances. In the event of termination by the Town prior to the scheduled expiration of the Lease, Lessee shall be given a reasonable time to remove any of its personal property left upon the Premises.

In the event that public necessity requires an immediate recovery of the Premises by the Town, and Lessee is unable to remove its personal property from the Premises, the parties shall agree as to reasonable compensation to be paid to the Lessee for any loss occasioned by Lessee.

Except as provided herein, any personal property which remains upon the Premises upon termination or expiration of the Lease shall become the sole property of the Town.

**10. INTERPRETATION** - The interpretation of the provisions of this Lease Agreement shall be in accordance with the laws of the Commonwealth of Virginia.

**13. MODIFICATION AND EXTENSIONS** - Modification of the terms and conditions of this Lease Agreement and extensions or renewals of this Lease 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 \_\_\_\_\_, 202\_\_\_\_.

**TOWN OF FRONT ROYAL, VIRGINIA**

**BY:** \_\_\_\_\_  
**Steven Hicks, Town Manager**

**JPY Properties, LLC**

**BY:** \_\_\_\_\_  
**Manager**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Douglas W. Napier, Town Attorney**

8C



## Council Agenda Statement

Item # 8C

Meeting Date: December 14, 2020

---

**Agenda Item:** Budget Amendment for VESTA Upgrade Project Call/Radio Recording Services

**Summary:** Council is requested to approve a FY21 Budget Amendment in the amount of \$36,227.33 to allocate funds from the General Fund Reserve Funds to purchase Call\Radio Recording Servers and to approve the purchase of Call\Radio Recording Servers from Black Box in the amount of \$36,227.33. See memo from the IT Director.

### Budget/Funding:

#### Budget Amendment

|              |                                           |             |
|--------------|-------------------------------------------|-------------|
| 1000-3510110 | General Fund Appropriated Funds Forward   | \$36,227.33 |
| 3104-47003   | Police Services – Communication Equipment | \$36,227.33 |

**Meetings:** Work Session held December 7, 2020

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

**Proposed Motion:** I move that Council approve a FY21 Budget Amendment in the amount of \$36,227.33 to allocate funds from the General Fund Reserve Funds to purchase Call\Radio Recording Servers and to approve the purchase of Call\Radio Recording Servers from Black Box in the amount of \$36,227.33.

Approved By: 

---

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

VM Seacock \_\_\_\_\_ Cockrell \_\_\_\_\_ Gillispie \_\_\_\_\_ Holloway \_\_\_\_\_ Meza \_\_\_\_\_ Thompson \_\_\_\_\_



**TOWN OF FRONT ROYAL**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
TOWN HALL  
102 E. MAIN STREET  
FRONT ROYAL, VIRGINIA 22630-1560  
(540) 631-3600  
WWW.FRONTROYALVA.COM

TODD C. JONES  
Director  
tjones@frontroyalva.com

## MEMORANDUM

TO: Matt Tederick, Interim Town Manager

FROM: Todd C. Jones, Director of Information Technology

DATE: 11/20/20

RE: Police Department VESTA Upgrade Project Call\Radio Recording Servers

---

Matt,

As we have discussed, due to the secondary PSAP/Vesta upgrade project and the potential failure of the existing servers, new call and radio recording equipment is necessary.

Currently, we use two servers. One for call recording and one for radio recording. They were installed with the new phone system in May 2014. The existing servers are basic recorders that have no connection to the Police Department dispatching systems and no ability to incorporate ANI/ALI metadata. (Caller ID, GPS data etc.) Both servers have analog interfaces. Both servers have had significant SQL database failures. While the recordings are accessible by staff, the SQL errors are an indication that the servers are failing. Both servers have been in the IT CIP for replacement at a cost estimated to be \$20,000 each.

With the Police Department initiative to become a secondary PSAP for Warren County and the associated installation of upcoming VESTA equipment we have found that the existing servers will no longer suffice.

The VESTA equipment upgrade requires a digital connection to the call recording system. This would be in addition to the call recording of the existing administrative phone system. The existing servers do not have a digital interface capability. While the Vesta equipment could be modified for analog recording, doing so would hamper workflow and prevent necessary metadata from being utilized for a PSAP location.



**TOWN OF FRONT ROYAL**  
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FRONT ROYAL, VIRGINIA 22630-1560  
(540) 631-3600  
WWW.FRONTROYALVA.COM

TODD C. JONES  
Director  
tjones@frontroyalva.com

The proposed solution, at a cost of \$36,227.33, will replace both recording servers to one server. The new server is made by a company that specializes in recording systems for law enforcement dispatch centers. It has both digital and analog interfaces. The new server integrates directly with the Police Departments dispatching software. The new server will be able to read, retain and transmit the appropriate metadata necessary for various platforms. The new server is scalable as the Police Department moves forward in the PSAP initiative. The new server will be installed by a company that is certified to work within PSAP locations.

With the signs of failure on the existing server, the enhanced integration with dispatch software, the need for a digital interface and the budget coming in at \$4000 less than the proposed CIP, it is my recommendation that the Town move forward with the installation of the new call\radio recording server.

Please let me know if you have any questions.

-Todd

8D



## Council Agenda Statement

Item # 8D

Meeting Date: December 14, 2020

---

**Agenda Item:** HVAC Maintenance Service Contracts for All Town Buildings

**Summary:** Council is requested to approve and award for the for HVAC Maintenance Service Contract for all Town buildings to Mechanical Services Industries LLC for an annual contract total of \$6,077.00.

**Budget/Funding:** Various line items and will be allocated to the General Properties budget in subsequent fiscal years.

\$1,515.00 – Police Department Admin. Maintenance Service Contract budget line item 3101-43005

\$4,562.00 – General Properties Maintenance Service Contract budget line item 4302-43005.

**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 and award for the for HVAC Maintenance Service Contract for all Town buildings to Mechanical Services Industries LLC for an annual contract total of \$6,077.00.

Approved By:  \_\_\_\_\_

---

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

VM Sealock \_\_\_\_\_ Cockrell \_\_\_\_\_ Gillispie \_\_\_\_\_ Holloway \_\_\_\_\_ Meza \_\_\_\_\_ Thompson \_\_\_\_\_



# Town of Front Royal, Virginia

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Purchasing, Department of Finance

## MEMORANDUM

---

**Date:** December 4, 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 Public Works department of General Properties to procure Heating, Ventilation, and Air Conditioning (HVAC) maintenance service contracts for all Town buildings. Previous contracts had expired and were administered with a variety of different Independent Contractors. The purpose of this procurement was to establish a renewable contract with one Independent Contractor that would encourage standardization and consistency.

The procurement method used was competitive sealed bidding through an Invitation for Bid. Purchasing held a public bid opening on Tuesday, November 10, 2020 and twelve vendors responded. In accordance with the Virginia Public Procurement Act (VPPA), Mechanical Services Industries, LLC, is the lowest responsive and responsible bidder.

Staff recommends Council review the bid tabulation attached to this memo and move forward with awarding the HVAC maintenance service contract for all town buildings to Mechanical Services Industries LLC for an annual contract total of \$6,077.00.

Please add this recommendation to Council's next Regular Meeting as a consent agenda item.

Funding for this service is available in various line items and will be allocated to the General Properties budget in subsequent fiscal years. \$1,515.00 is available in the Police Department's Administration Maintenance Service Contract's budget line 3101-43005 and \$4,562.00 is available in the General Properties Maintenance Service Contract's budget line 4302-43005.

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

|                                                                          | Mechanical Services<br>Industries LLC | AMS National, Inc.<br>dba AMS of Maryland | Mechanical Electrical<br>and Plumbing | Vernon Heating & Air<br>Conditioning | PARAMOUNT<br>MECHANICAL CORP | ABM Facility Support<br>Services LLC | Southern Air Inc | LCI Services, Inc<br>DBA Aire Serv of Bull | Havtech Parts<br>Division LLC | Nova Facility<br>Solutions Inc | McCloskey<br>Mechanical<br>Contractors Inc | Riddleberger<br>Brothers Inc |
|--------------------------------------------------------------------------|---------------------------------------|-------------------------------------------|---------------------------------------|--------------------------------------|------------------------------|--------------------------------------|------------------|--------------------------------------------|-------------------------------|--------------------------------|--------------------------------------------|------------------------------|
| Lot 1 : Lot 1                                                            |                                       |                                           |                                       |                                      |                              |                                      |                  |                                            |                               |                                |                                            |                              |
| 1 - A. 102 E MAIN STREET FRONT<br>ROYAL VA 22630 TOWN HALL<br>UNITS ...  | \$930.00                              | \$1,420.00                                | \$2,250.00                            | \$1,925.00                           | \$2,293.00                   | \$3,170.00                           | \$2,766.00       | \$4,662.00                                 | \$5,020.00                    | \$7,222.25                     | \$8,755.00                                 | \$14,976.00                  |
| 2 - B. 15 N ROYAL AVE FRONT<br>ROYAL, VA 22630 "Comcast"<br>building ... | \$275.00                              | \$565.00                                  | \$500.00                              | \$450.00                             | \$682.00                     | \$1,007.00                           | \$691.00         | \$1,036.00                                 | \$1,414.00                    | \$1,604.94                     | \$1,905.00                                 | \$5,688.00                   |
| 3 - C. 800 CROSBY ROAD FRONT<br>ROYAL, VA 22630 Public Works<br>A/C ...  | \$275.00                              | \$830.00                                  | \$750.00                              | \$775.00                             | \$1,174.00                   | \$1,572.00                           | \$691.00         | \$1,554.00                                 | \$1,414.00                    | \$2,407.42                     | \$2,865.00                                 | \$4,872.00                   |
| 4 - D. 900 MONROE AVE FRONT<br>ROYAL, VA 22630 PD A/C Units (6)<br>...   | \$1,515.00                            | \$1,955.00                                | \$1,500.00                            | \$1,750.00                           | \$4,203.00                   | \$1,871.00                           | \$4,622.00       | \$3,792.00                                 | \$4,823.00                    | \$4,814.83                     | \$15,630.00                                | \$10,944.00                  |
| 5 - E. 414 E MAIN STREET FRONT<br>ROYAL, VA 22630 Visitors Center<br>... | \$275.00                              | \$565.00                                  | \$500.00                              | \$475.00                             | \$657.00                     | \$897.00                             | \$691.00         | \$1,036.00                                 | \$1,414.00                    | \$1,604.94                     | \$1,905.00                                 | \$2,892.00                   |
| 6 - F. 5 AQUEDUCT LANE FRONT<br>ROYAL, VA 22630 WATER<br>TREATMENT ...   | \$1,057.00                            | \$1,155.00                                | \$1,500.00                            | \$2,050.00                           | \$1,205.00                   | \$1,919.00                           | \$1,383.00       | \$3,230.00                                 | \$3,493.00                    | \$4,814.83                     | \$7,485.00                                 | \$7,956.00                   |
| 7 - G. 1100 MANASSAS AVE<br>FRONT ROYAL, VA 22630 WASTE<br>WATER ...     | \$1,750.00                            | \$2,475.00                                | \$2,000.00                            | \$3,350.00                           | \$2,407.00                   | \$2,471.00                           | \$2,074.00       | \$4,632.00                                 | \$4,160.00                    | \$6,419.79                     | \$17,340.00                                | \$10,844.00                  |
| Total For Lot 1 : Lot 1                                                  | \$6,077.00                            | \$8,965.00                                | \$9,000.00                            | \$10,775.00                          | \$12,621.00                  | \$12,907.00                          | \$12,918.00      | \$19,942.00                                | \$21,738.00                   | \$28,889.00                    | \$55,885.00                                | \$58,172.00                  |
| Total Bid                                                                | \$6,077.00                            | \$8,965.00                                | \$9,000.00                            | \$10,775.00                          | \$12,621.00                  | \$12,907.00                          | \$12,918.00      | \$19,942.00                                | \$21,738.00                   | \$28,889.00                    | \$55,885.00                                | \$58,172.00                  |

8E



## Council Agenda Statement

Item # 8E

Meeting Date: December 14, 2020

---

**Agenda Item:** Award to Run Fiber to the Route 55 Substation off an Existing Syntax Communications, Inc. Time and Material Contract – Energy Services

**Summary:** Council is requested to approve the award of a contract from Syntax Communications, Inc. in the amount of \$32,512.99 to run fiber to the Route 55 substation and direct staff to issue a purchase order to Syntax Communications, Inc. for the completion of this service.

**Budget/Funding:** Energy Services line item 9401-47521

**Meetings:** None

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

**Proposed Motion:** I move that Council approve the award of a contract from Syntax Communications, Inc. in the amount of \$32,512.99 to run fiber to the Route 55 substation and direct staff to issue a purchase order to Syntax Communications, Inc. for the completion of this service.

Approved By: \_\_\_\_\_

---

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

VM Sealock \_\_\_\_\_ Cockrell \_\_\_\_\_ Gillispie \_\_\_\_\_ Holloway \_\_\_\_\_ Meza \_\_\_\_\_ Thompson \_\_\_\_\_



# Town of Front Royal, Virginia

---

Purchasing, Department of Finance

## MEMORANDUM

---

**Date:** December 7, 2020  
**To:** Tina Presley, Senior Executive Assistant  
**From:** Alisa Scott, Purchasing Manager  
**RE:** Request to add consent agenda item to Town Council meeting

---

Purchasing responded to a request from the Energy Services Department to procure the services of running fiber to the Route 55 substation off of an existing Syntax Communications, Inc. time and materials contract. This current contract had previously been competitively bid in accordance with the Virginia Public Procurement Act (VPPA).

Staff recommends Council review the proposal and attached justification and project description memo from David Jenkins, Energy Services Director and move forward with accepting the proposal in the amount of \$32,512.99 and directing staff to issue a purchase order to Syntax Communications, Inc. for the successful completion of this service.

Please add this recommendation to Council's next Regular Meeting as a consent agenda item.

Funding for this service is available in the Energy Services line item 9401-47521.

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

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



# Memo

To: Alisa Scott  
From: David W. Jenkins  
Date: December 7th, 2020  
Re: Riverton Substation Fiber

---

The Town of Front Royal Energy Services Department currently has a pole attachment agreement with Warren County Public School System. In exchange for attachment to our poles, we receive the use of twelve (12) Fiber Lines.

We will be using two (2) of those Fiber Lines, located at A.S. Rhodes Elementary Schools (224 West Strasburg Road) to connect fiber to our Riverton Substation. The Fiber Installation work will be completed by Syntax Communications Inc. for a total of \$32,512.99.

Funds are available in budget line item 9401-47521.

Thank you,

*David W. Jenkins*

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



## **SYNTAX COMMUNICATIONS, INC.**

Your copper and fiber wiring specialist  
Phone: 540-622-3609 Fax: 540-636-4224  
216 Grove Farm Road Front Royal, VA 22630  
syntax@syntaxcomm.com

# Proposal

Version 2

Town of Front Royal

**Phone:**

**Job Number:** 200100

**Date:** 12/5/2020

**Job Description:**

Rt. 55 electric substation fiber

*Thank you for the opportunity to allow Syntax Communications to provide a proposal for your company. This proposal will list exact items that will be completed by Syntax Communications, Inc. If you have questions about this proposal please give us a call.*

### **Scope**

*Install one 12 strand indoor/outdoor rated single mode fiber cable from the computer room at ASR elementary school to the electric pole on route 55. Install one aerial 12 strand outdoor rated fiber cable from the electric pole at ASR down route 55 to the riser pole for the electric substation, pull the fiber cable from the riser pole at the electric substation through existing under ground conduit to the substation equipment building. Activate the 2 fiber strands from the town fiber at 6<sup>th</sup> street into the school fiber. Splice 2 fiber strands in the school fiber cable at 8<sup>th</sup> street. Reroute 6 strand of fiber from the old fiber cable to the new fiber cable going into ASR at the ASR route 55 pole. Remove the old fiber cable from that pole to the ASR computer room. Activate the two town fiber strands from the school fiber cable at the ASR electric pole into the new fiber cable going into the electric substation.*

### **Assumptions**

*The following assumptions were made during compilation of this estimate:*

- 1. Quote is good for 30 calendar days from the date on this proposal.*
- 2. Customer will provide access to work areas in a timely manner.*
- 3. There is a useable conduit from the riser pole at the electric substation into the substation building.*
- 4. Customer will provide the required network switches.*

### **Pricing**

Price for the cabling work outlined above will be \$32,512.99.

Syntax communications is a full-service communications company capable of providing turnkey voice and data networks. This proposal represents only the components that were requested. If there are other requirements please let us know and we will be happy to quote.

### **Payment schedule**

Payment in full is required no greater than 30 days after the date on the invoice. A 1% per month finance charge will be added each month past the payment due date.

### **Approval**

All materials are guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above this estimate. We may withdraw this proposal if not accepted within 30 days. Syntax will use care when removing and replacing ceiling tiles however tiles through age and heat can become brittle, with this in mind Syntax cannot be responsible for replacing broken ceiling tiles.

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**Authorized Contractors Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Acceptance of Proposal:**

**The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made 30 days after completion of work.**

**Authorized Customers Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS**

## Proposal cost break down

For: Town of Front Royal  
 Project: Route 55 substation fiber

Proposal # 200100

| Line             | Description                                    | Unit rate | Units | Total               |
|------------------|------------------------------------------------|-----------|-------|---------------------|
| <b>Labor</b>     |                                                |           |       |                     |
| X                | Premise distribution technician                | \$ 50.00  | 76.00 | \$ 3,800.00         |
| X                | Premise distribution engineer                  | \$ 75.00  |       | \$ -                |
| X                | Foreman                                        | \$ 85.92  | 38.00 | \$ 3,264.96         |
| X                | Cable splicer                                  | \$ 82.94  | 30.00 | \$ 2,488.20         |
| X                | Lineman                                        | \$ 79.42  | 38.00 | \$ 3,017.96         |
| X                | Installer repairman                            | \$ 82.94  |       | \$ -                |
| X                | Equipment operator                             | \$ 79.42  |       | \$ -                |
| X                | Labor                                          | \$ 73.19  | 76.00 | \$ 5,562.44         |
| X                | Groundman                                      | \$ 50.11  |       | \$ -                |
| X                | Network engineer                               | \$ 95.00  |       | \$ -                |
| X                | Network engineer senior                        | \$ 125.00 |       | \$ -                |
|                  | <b>Total Labor</b>                             |           |       | <b>\$ 18,133.56</b> |
| <b>Equipment</b> |                                                |           |       |                     |
| X                | Pick-up Truck                                  | \$ 16.92  | 38.00 | \$ 642.96           |
| X                | 1-1/2 Ton Utility Truck                        | \$ 24.18  |       | \$ -                |
| X                | Dump Truck                                     | \$ 24.72  |       | \$ -                |
| X                | Dump Truck Tandem Axle                         | \$ 38.70  |       | \$ -                |
| X                | Cable Splicers Bucket Truck                    | \$ 25.20  | 30.00 | \$ 756.00           |
| X                | Telsta - Construction - T40                    | \$ 35.40  | 38.00 | \$ 1,345.20         |
| X                | Digger Truck - Hydraulic                       | \$ 35.40  |       | \$ -                |
| X                | Vacuum Excavator Truck                         | \$ 56.46  |       | \$ -                |
| X                | Boom Truck                                     | \$ 45.06  |       | \$ -                |
| X                | Rodding Truck                                  | \$ 36.00  |       | \$ -                |
| X                | Tractor and Trailer                            | \$ 76.50  |       | \$ -                |
| X                | 6 and 8 wheel Tag-along Trailer                | \$ 5.82   |       | \$ -                |
| X                | Small Utility Trailer                          | \$ 4.14   | 38.00 | \$ 157.32           |
| X                | Pole/Cable Combination Trailer                 | \$ 4.20   |       | \$ -                |
| X                | Hydraulic Cable Trailer - Truco                | \$ 5.64   |       | \$ -                |
| X                | JD450 or equivalent with plow                  | \$ 46.32  |       | \$ -                |
| X                | JD850 or equivalent with plow                  | \$ 64.80  |       | \$ -                |
| X                | Vibratory Drop Plow                            | \$ 24.00  |       | \$ -                |
| X                | Trencher/Plow 40-60HP                          | \$ 33.96  |       | \$ -                |
| X                | Trencher/Plow 60+HP                            | \$ 39.42  |       | \$ -                |
| X                | Backhoe JD310 or equal                         | \$ 33.48  |       | \$ -                |
| X                | BH JD310 w/hyd. hammer                         | \$ 49.32  |       | \$ -                |
| X                | Track hoe - JD 490                             | \$ 56.82  |       | \$ -                |
| X                | Track hoe-JD 490 w/hammer                      | \$ 87.00  |       | \$ -                |
| X                | Boring Machine - 4" - Push Machine             | \$ 19.20  |       | \$ -                |
| X                | Air Comp to 185cfm with tools                  | \$ 16.80  |       | \$ -                |
| X                | Air Comp 185cfm to 600cfm with tools           | \$ 37.86  |       | \$ -                |
| X                | Wacker - Tamper                                | \$ 12.90  |       | \$ -                |
| X                | Roller - Small                                 | \$ 13.20  |       | \$ -                |
| X                | Water Pump - Generator – Manhole Blower (each) | \$ 4.26   |       | \$ -                |
| X                | Hogg Davis Power Trailer or equal              | \$ 14.40  |       | \$ -                |
| X                | Concrete Saw                                   | \$ 9.60   |       | \$ -                |

|                        |                               |    |        |       |           |                 |
|------------------------|-------------------------------|----|--------|-------|-----------|-----------------|
| X                      | Core Drill                    | \$ | 9.60   |       | \$        | -               |
| X                      | Arrow Board                   | \$ | 13.02  |       | \$        | -               |
| X                      | Hydraulic Capstan             | \$ | 8.04   |       | \$        | -               |
| X                      | Chipper                       | \$ | 14.82  |       | \$        | -               |
| X                      | Farm tractor w/accessories    | \$ | 19.80  |       | \$        | -               |
| X                      | Fusion Machine                | \$ | 16.56  | 30.00 | \$        | 496.80          |
| X                      | OTDR / Power Meter            | \$ | 19.32  | 30.00 | \$        | 579.60          |
| X                      | Manhole Gas Tester            | \$ | 5.40   |       | \$        | -               |
| X                      | Vermeer 24x40 (Drill & Truck) | \$ | 150.00 |       | \$        | -               |
| X                      | Vermeer 7x11A (Drill & Truck) | \$ | 81.60  |       | \$        | -               |
| X                      | Vermeer 18x22 (Drill & Truck) | \$ | 132.00 |       | \$        | -               |
| X                      | Vermeer D80                   | \$ | 120.00 |       | \$        | -               |
| X                      | Welding Machine               | \$ | 7.20   |       | \$        | -               |
| X                      | Power Bucket 65'              | \$ | 65.40  |       | \$        | -               |
| X                      | Skid Steer                    | \$ | 21.60  |       | \$        | -               |
| X                      | Skid Steer - Milling Machine  | \$ | 28.80  |       | \$        | -               |
| X                      | Paver                         | \$ | 19.74  |       | \$        | -               |
| X                      | 4 Wheeler                     | \$ | 8.70   |       | \$        | -               |
| X                      | Blacktop Zipper               | \$ | 27.00  |       | \$        | -               |
| X                      | Case Wheel Loader             | \$ | 56.04  |       | \$        | -               |
| X                      | Cable Blowers                 | \$ | 53.40  |       | \$        | -               |
| <b>Total Equipment</b> |                               |    |        |       | <b>\$</b> | <b>3,977.88</b> |

#### Materials (Listed)

|        |                                              |    |        |          |    |          |
|--------|----------------------------------------------|----|--------|----------|----|----------|
| FO100  | FO patch cord duplex 7/125 LC/LC 3M          | \$ | 24.62  | 4.00     | \$ | 98.48    |
| FO700  | FO cable 12 strand Indoor/Outdoor plenum     | \$ | 2.28   | 1,000.00 | \$ | 2,280.00 |
| FO1200 | FO Connector LC SM Unicam composite          | \$ | 18.90  | 30.00    | \$ | 567.00   |
| FO1500 | FO fan out kit 12 fibers 36" 900um           | \$ | 17.47  | 4.00     | \$ | 69.88    |
| FO1900 | FO Patch panel wall mount enclosure          | \$ | 91.18  | 1.00     | \$ | 91.18    |
| FO2100 | FO LC connector panel w/12 LC composite SM   | \$ | 96.32  | 2.00     | \$ | 192.64   |
| FO2300 | FO Inner duct 1" white corrugated w/rope CMP | \$ | 191.31 | 1.00     | \$ | 191.31   |

#### Materials (Other)

|                        |                            |    |          |          |           |                  |
|------------------------|----------------------------|----|----------|----------|-----------|------------------|
| X                      | Pole line hardware         | \$ | 3,861.06 | 1.00     | \$        | 3,861.06         |
| X                      | FO cable 12 strand outdoor | \$ | 0.61     | 5,000.00 | \$        | 3,050.00         |
| <b>Total Materials</b> |                            |    |          |          | <b>\$</b> | <b>10,401.55</b> |

#### Total Project

**\$ 32,512.99**

8F



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

**Item # 8F**

**Meeting Date: December 14, 2020**

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**Agenda Item:** FY21 Contract Extension for I&I Engineering

**Summary:** Council is requested to approve a contract extension for CHA Consulting for engineering services related to I&I Abatement in the amount of \$37,000.00.

**Budget/Funding:**

**FY21 Budgeted Funds**

9802-47998 Sewer Line Maintenance I&I Abatement \$37,000.00

**Meetings:**

**Staff**

**Recommendation:** Approval\_\_\_\_\_ Denial\_\_\_\_\_

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

**Proposed Motion:** I move that Council approve a contract extension for CHA Consulting for engineering services related to I&I Abatement in the amount of \$37,000.00.

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

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

Approved By: 



# Town of Front Royal, Virginia

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Purchasing, Department of Finance

## MEMORANDUM

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**Date:** December 10, 2020  
**To:** Tina Presley, Senior Executive Assistant  
**From:** Alisa Scott, Purchasing Manager  
**RE:** Request to add action item to Town Council Agenda

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Purchasing received a request to extend the CHA Consulting I&I Abatement contract for an additional \$37,000.00. This extension request was due to one of the Town of Front Royal's Independent Contractor's contract performance and not as a result of CHA's contract performance.

The initial cost of this project was budgeted at \$3,471,000.00. The current cost of the project is \$2,876,792.11, The project is currently \$594,208 under budget. This contract extension will close out this contract on January 31, 2020.

Attached to this memo is the contract modification scope and fee for \$37,000 titled Attachment A – 2019 Contract Amendment Professional Engineering Services Between Owner And Engineer For Services Related To Sanitary Sewer Inflow And Infiltration Abatement Proposed Work During February 2019 To February 2020 Contract Period Extended Through January 31, 2021.

Please add this action item to approve the contract extension and \$37,000 to Council's December 14<sup>th</sup>, 2020 Regular Meeting.

Funding for this contract modification is available in the Public Works Sanitary Sewer Maintenance I&I Abatement line 9802-47998.

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

8G



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

**Item # 8G**

**Meeting Date: December 14, 2020**

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**Agenda Item:** FY21 Budget Amendment & Engineering for Urgent Point Repairs

**Summary:** Council is requested to approve a FY21 Budget Amendment to use sewer fund reserves to be used for emergency engineering for I&I Abatement and to approve a contract modification for CHA Consulting in the amount of \$180,000.00.

The Town may elect to have these funds reimbursed through the loan the Town is seeking to advance I&I Abatement.

**Budget/Funding:**

|                                                     |              |
|-----------------------------------------------------|--------------|
| 9801-3510110 Sewer Funds Appropriated Funds Forward | \$180,000.00 |
| 9802-47998 Sewer Line Maintenance I&I Abatement     | \$180,000.00 |

**Meetings:** Various Meetings

**Staff**

**Recommendation:** Approval\_\_\_\_\_ Denial\_\_\_\_\_

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

**Proposed Motion:** I move that Council approve a FY21 Budget Amendment to use sewer fund reserves to be used for emergency engineering for I&I Abatement and to approve a contract modification for CHA Consulting in the amount of \$180,000.00.

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

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

**Approved By:** 



# Town of Front Royal, Virginia

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Purchasing, Department of Finance

## MEMORANDUM

---

**Date:** December 10, 2020  
**To:** Tina Presley, Senior Executive Assistant  
**From:** Alisa Scott, Purchasing Manager  
**RE:** Request to add action item to Town Council Agenda

---

Purchasing received a request to schedule sanitary sewer external point repairs on an expedited timeline as a part of the Town's overall commitment to I&I Abatement. The urgency is due to the magnitude of point repairs in both the severity and quantity of damaged sanitary sewer lines. In prior work sessions, Robert Boyer, Public Works Director, has illustrated why these repairs need to happen immediately.

This contract modification ATTACHMENT C – 2021/2022 PROFESSIONAL ENGINEERING SERVICES BETWEEN OWNER AND ENGINEER FOR SERVICES RELATED TO SANITARY SEWER INFLOW NAD INFILTRATION ABATEMENT PROPOSED EMERGENCY POINT REPAIR WORK DURING DECEMBER 2020 TO APRIL 2022 CONTRACT PERIOD is in coordination with the contract modification – ATTACHMENT B – 2021/2022 for a second renewal and new scope of work. This authorizes CHA Consulting and the Town to aggressively engineer, solicit construction bids, and administer contracts for Independent Contractors to perform construction work and repair the external point repairs.

Attached to this memo is the contract modification scope and fee for \$180,000.00. The total amount of the project is \$2.2 million. Please add this action item to approve the contract modification for I&I urgent point repair work to Council's December 14<sup>th</sup>, 2020 Regular Meeting.

Funding for this contract modification will require Town Council to approve a budget amendment to utilize sewer fund reserves for Sewer Maintenance I&I Abatement line 9802-47998. These funds may be reimbursed through the loan the Town is currently seeking for advancing I&I Abatement.

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

**ATTACHMENT C – 2021/2022  
PROFESSIONAL ENGINEERING SERVICES  
BETWEEN  
OWNER AND ENGINEER  
FOR SERVICES RELATED TO SANITARY SEWER  
INFLOW AND INFILTRATION ABATEMENT  
PROPOSED EMERGENCY POINT REPAIR WORK DURING DECEMBER 2020 TO APRIL  
2022 CONTRACT PERIOD**

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This Attachment C – 2021/2022 is made part of the Contract between the Town of Front Royal (Town), and CHA CONSULTING, INC. (CHA), dated February 3, 2020, (“the Agreement”). CHA shall perform services on the project described below as provided herein and in the Contract.

**PART 1.0 – PROJECT DESCRIPTION**

The Town of Front Royal signed an updated Special Order by Consent (SOC) with the Virginia Department of Environmental Quality (VDEQ) in June 2020 to reduce the frequency of bypasses and sanitary sewer overflows in its sanitary sewer collection system and wastewater treatment plant. The SOC outlines several rehabilitation studies, designs, and construction projects with completion dates in Appendix A, Schedule of Compliance that must be completed to partially satisfy the requirements of the SOC. The Town has decided to aggressively rehabilitate its system and has applied for a VDEQ Clean Water Revolving Loan with a total project cost of \$8 million. To support this proposed project, the Town contracted with a closed-circuit television (CCTV) inspection contractor to CCTV inspect the concrete and vitrified clay sewer segments in metersheds FR 1, 3,5,6,7,8, and 9. During this inspection work and after review by CHA, there are approximately 70 potential pipe failures and imminent collapses that should be repaired as soon as possible. The Town would like to add this immediate project to the VDEQ loan resulting in a total project budget of \$10.2 million. The emergency point repair project has an opinion of probable cost of \$2.2 million. The Town desires to have this project reimbursed upon loan closing from the VDEQ and therefore, CHA will follow the VDEQ Clean Water Revolving Loan Fund program procedures for this project.

This engineering contract is to provide design, bidding, and construction phase services for this project. The scope of services includes engineering design, survey, construction contract administration, and resident project representation services.

**PART 2.0 – SCOPE OF SERVICES TO BE PERFORMED BY CHA ON THE PROJECT**

CHA proposes to provide **basic engineering services** including design, bidding, and construction contract administration services for the \$2.2 million sanitary sewer emergency point repairs project. Our scope of services also includes resident project representation services during construction.

Task 1 – Design and Bidding Phase Services

CHA will design the emergency point repair project as outlined in the Opinion of Probable Construction Cost attached to this proposal. CHA anticipates open cut point repairs for all of this work. There are eight (8) pipe segments that have multiple point repairs and the pipe segments are 6-inch diameter. For these eight (8) segments, CHA will design complete replacement from manhole to manhole including the

replacement of all sanitary sewer laterals to the edge of the right-of-way. These pipe segments will be upsized to 8-inch diameter. CHA will contract with a licensed surveyor to collect the necessary field survey to design these 8 sewer replacement segments. The remaining point repairs will be shown on GIS-based drawings with adequate information to secure unit price bids on the type of point repair. The project design will be focused in the following seven metersheds: FR 1, 3,5,6,7,8, and 9 and repair approximately 70 pipe segments. CHA has selected these point repairs based upon our engineering judgement that these segments are the most likely to have a collapse out of the pipe segments that have been provided for review; however, CHA makes no guarantee that other failures will not occur due to the age of the system.

CHA will prepare 50% and final plans and specifications for Town review and approval and attend either a virtual meeting or an in-person meeting to review these documents with the Town. The contract documents will be prepared to show the general scope, extent, and character of the work to be furnished and performed by the Contractor, hereinafter called "Drawings and Specifications." Said specifications will be prepared in conformance with the 50-division format of the Construction Specifications Institute and based on CHA's standard specifications. The Bidding Documents will be EJCDC format, latest edition. CHA will provide the Town with digital and hard copies of the documents and present and review them in person with Town staff. Upon Town approval of Drawings and Specifications, CHA will advise Town of any adjustments to the latest Opinion of Probable Construction Costs caused by changes in general scope, extent or character, or design requirements of the project. CHA will assist the Town in securing bids in accordance with the Virginia Public Procurement Act at the direction of the Town.

The final contract documents will also follow the VDEQ funding agency requirements. CHA will provide these documents for review and approval by the VDEQ and incorporate any requirements from the VDEQ prior to advertising the project for bids.

#### Task 2 – Construction Contract Administration

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Town, CHA shall:
  1. *General Administration of Construction Contract:* Consult with Town and act as Town's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Town, or Town and Contractor, modify the duties, responsibilities, and authority of CHA in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on CHA, then Town shall compensate CHA for any related increases in the cost to provide Construction Phase services. CHA shall not be required to furnish or perform services contrary to CHA's responsibilities as a licensed professional. All of Town's instructions to Contractor will be issued through CHA, which shall have authority to act on behalf of Town in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
  2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the CHA and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Task 3. The furnishing of such RPR's services will not limit, extend, or modify CHA's responsibilities or authority except as expressly set forth in Task 3.

3. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
4. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Town and Contractor jointly develop such protocols for transmittals between and among Town, Contractor, and CHA during the Construction Phase.
5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to CHA, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in CHA's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as CHA deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by CHA, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to CHA in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on CHA's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, CHA will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and CHA shall keep Town informed of the progress of the Work.
  - b. The purpose of CHA's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable CHA to better carry out the duties and responsibilities assigned to and undertaken by CHA during the Construction Phase, and, in addition, by the exercise of CHA's efforts as an experienced and qualified design professional, to provide for Town a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. CHA shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall CHA have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, CHA neither guarantees the performance of any Constructor nor assumes responsibility for any

Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

8. *Defective Work:* Reject Work if, on the basis of CHA's observations, CHA believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Town regarding whether Contractor should correct such Work or remove and replace such Work, or whether Town should consider accepting such Work as provided in the Construction Contract Documents.
9. *Compatibility with Design Concept:* If CHA has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Town of such incompatibility, and provide recommendations for addressing such Work.
10. *Clarifications and Interpretations:* Accept from Contractor and Town submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
11. *Non-reviewable Matters:* If a submitted matter in question concerns, CHA's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then CHA will promptly give written notice to Town and Contractor that CHA will not provide a decision or interpretation.
12. *Field Orders:* Subject to any limitations in the Construction Contract Documents, CHA may prepare and issue Field Orders requiring minor changes in the Work.
13. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Town, as appropriate, and prepare Change Orders and Work Change Directives as required.
14. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Town's use.
15. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. CHA shall meet any Contractor's submittal schedule that CHA has accepted.

16. *Substitutes and “Or-equal”*: Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor.
17. *Inspections and Tests*:
  - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. CHA’s review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. CHA shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
18. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor’s supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Town and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then CHA will notify the parties that CHA will not resolve the Change Proposal. (b) Provide information or data to Town regarding engineering or technical matters pertaining to Claims.
19. *Applications for Payment*: Based on CHA’s observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that CHA recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute CHA’s representation to Town, based on such observations and review, that, to the best of CHA’s knowledge, information and belief, Contractor’s Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor’s being entitled to such payment appear to have been fulfilled in so far as it is CHA’s responsibility to observe the Work. In the case of unit price Work, CHA’s recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
  - b. By recommending payment, CHA shall not thereby be deemed to have represented that observations made by CHA to check the quality or quantity of Contractor’s Work

as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CHA in this Agreement. Neither CHA's review of Contractor's Work for the purposes of recommending payments nor CHA's recommendation of any payment including final payment will impose on CHA responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on CHA to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Town; to determine that title to any portion of the Work, including materials or equipment, has passed to Town free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Town and Contractor that might affect the amount that should be paid.

20. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Town maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved. Receive from Contractor, review, and transmit to Town the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of CHA's review of record documents shall be to check that Contractor has submitted all pages.
  21. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Town and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Town's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Town regarding any remaining engineering or technical matters affecting Town's use or occupancy of the Work following Substantial Completion.
  22. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that CHA may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CHA shall also provide a notice to Town and Contractor that the work is acceptable.
  23. *Standards for Certain Construction-Phase Decisions:* CHA will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, CHA will not show partiality to Town or Contractor, and will not be liable to Town, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by CHA for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in

respect to the separate contracts. CHA shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

### Task 3 – Resident Project Representation

- A. CHA shall furnish a Resident Project Representative (“RPR”) to assist CHA in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is CHA’s representative at the Site, will act as directed by and under the supervision of CHA, and will confer with CHA regarding RPR’s actions.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, CHA shall endeavor to provide further protection for Town against defects and deficiencies in the Work. However, CHA shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall CHA (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The CHA (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- C. The duties and responsibilities of the RPR are as follows:
  - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with CHA and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Town only with the knowledge of and under the direction of CHA.
  - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with CHA concerning acceptability of such schedules.
  - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings).
  - 4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR’s own personal safety while at the Site.
  - 5. *Liaison:*
    - a. Serve as CHA’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

- b. Assist CHA in serving as Town's liaison with Contractor when Contractor's operations affect Town's on-Site operations.
  - c. Assist in obtaining from Town additional details or information, when required for proper execution of the Work.
- 6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to CHA regarding such RFIs. Report to CHA when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit CHA's clarifications, interpretations, and decisions to Contractor. ,
- 7. *Shop Drawings and Samples:*
  - a. Receive Samples that are furnished at the Site by Contractor, and notify CHA of availability of Samples for examination.
  - b. Advise CHA and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or CHA.
- 8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to CHA. Transmit CHA's response (if any) to such suggestions to Contractor.
- 9. *Review of Work; Defective Work:*
  - a. Report to CHA whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
  - b. Inform CHA of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to CHA for addressing such Work. ; and
  - c. Advise CHA of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
- 10. *Records:*
  - a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, CHA's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CHA.
- c. Upon request from Town to CHA, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to CHA.

11. *Reports:*

- a. Draft and recommend to CHA proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- b. Furnish to CHA and Town copies of all inspection, test, and system start-up reports.
- c. Immediately inform CHA of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CHA, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Completion:*

- a. Participate in CHA's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in CHA's visit to the Site in the company of Town and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to CHA concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of CHA’s authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Town or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by CHA.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Town to occupy the Project in whole or in part.

**PART 3.0 – PERIODS OF SERVICE**

For Task 1, CHA will complete the design within 120 days of authorization to proceed by the Town. The Bidding phase will be approximately 30 days.

For Task 2 and 3, CHA anticipates a 6-month construction schedule.

**PART 4.0 – PAYMENTS TO CHA**

For Task 1, CHA shall be paid \$120,000 on a lump sum basis. For Task 2, CHA shall be paid \$50,000 on a lump sum basis.

For Task 3, CHA shall be paid on a time and materials basis up to \$100,000. We have budgeted for 6 months of RPR for this project.

**PART 5.0 – OTHER**

This Attachment C – 2021/2022 is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**TOWN OF FRONT ROYAL, VIRGINIA**

**CHA CONSULTING, INC.**

By:

By:

\_\_\_\_\_  
Name: Matthew Tederick  
Title: Interim Town Manager  
Address: 102 E. Main Street  
Front Royal, VA 22630

\_\_\_\_\_  
Name: Timothy George  
Title: Senior Vice President  
Address: 1341 Research Center Drive,  
Suite 2100  
Blacksburg, VA 24060

8H



# Town of Front Royal, Virginia Council Agenda Statement

Item # 8H

Meeting Date: December 14, 2020

**Agenda Item:** FY21 Budget Amendment & Contract Modification for I&I Engineering - CHA

**Summary:** Council is requested to approve a FY21 Budget Amendment to use sewer fund reserves in the amount of \$332,380.00 and utilize \$530,620.00 of FY21 Budgeted funds for engineering services related to I&I Abatement and to approve a contract modification for CHA Consulting in the amount of \$863,000.00.

The Town may elect to have these funds reimbursed through the loan the Town is seeking to advance I&I Abatement. The Town anticipates receiving approval for the loan in December 2020 and closing on the loan in early 2021.

**Budget/Funding:** **Budget Amendment**  
9801-3510110 Sewer Funds Appropriated Funds Forward \$332,380.00  
9802-47998 Sewer Line Maintenance I&I Abatement \$332,380.00  
  
**FY21 Budgeted Funds**  
9802-47998 Sewer Line Maintenance I&I Abatement \$530,620.00

**Meetings:** Various meetings

**Staff**

**Recommendation:** Approval\_\_\_\_ Denial\_\_\_\_

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

**Proposed Motion:** I move that Council approve a FY21 Budget Amendment to use sewer fund reserves in the amount of \$332,380.00 and utilize \$530,620.00 of FY21 Budgeted funds for engineering services related to I&I Abatement and to approve a contract modification for CHA Consulting in the amount of \$863,000.00.

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

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

Approved By: 



# Town of Front Royal, Virginia

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Purchasing, Department of Finance

## MEMORANDUM

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**Date:** December 10, 2020  
**To:** Tina Presley, Senior Executive Assistant  
**From:** Alisa Scott, Purchasing Manager  
**RE:** Request to add action item to Town Council Agenda

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Purchasing received a request to extend the CHA Consulting I&I Abatement contract for a second term as authorized within the original contract terms and conditions.

Attached to this memo is a contract modification titled ATTACHMENT B – 2021/22 PROFESSIONAL ENGINEERING SERVICES BETWEEN OWNER AND ENGINEER FOR SERVICES RELATED TO SANITARY SEWER INFLOW AND INFILTRATION ABATEMENT PROPOSED WORK DURING DECEMBER 2020 TO APRIL 2022 CONTRACT PERIOD. This contract modification scope and fee is for \$863,000. The total estimate of the contract during all terms is currently \$8,000,000.

This contract modification will allow CHA and the Town to continue working toward the I&I Abatement commitment as outlined in the Special Order of Consent with the Virginia Department of Environmental Quality (VDEQ).

Due to the amount of the contract modification, Staff requests Town Council's approval. Please add this action item to approve the contract extension and scope and fee to Council's December 14<sup>th</sup>, 2020 Regular Meeting.

Funding in the amount of \$530,620.00 is available for the FY21 Budget. Council will need to approve a budget amendment in the amount of \$332,380.00 to utilize reserve sewer funds for Sewer Maintenance I&I Abatement line 9802-47998. The Town may elect to have these funds reimbursed through the I&I Abatement loan the Town has applied for and is awaiting approval.

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

**ATTACHMENT B – 2021/2022  
PROFESSIONAL ENGINEERING SERVICES  
BETWEEN  
OWNER AND ENGINEER  
FOR SERVICES RELATED TO SANITARY SEWER  
INFLOW AND INFILTRATION ABATEMENT  
PROPOSED WORK DURING DECEMBER 2020 TO APRIL 2022 CONTRACT PERIOD**

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This Attachment B – 2021/2022 is made part of the Contract between the Town of Front Royal (Town), and CHA CONSULTING, INC. (CHA), dated February 3, 2020, (“the Agreement”). CHA shall perform services on the project described below as provided herein and in the Contract.

**PART 1.0 – PROJECT DESCRIPTION**

The Town of Front Royal signed an updated Special Order by Consent (SOC) with the Virginia Department of Environmental Quality (VDEQ) in June 2020 to reduce the frequency of bypasses and sanitary sewer overflows in its sanitary sewer collection system and wastewater treatment plant. The SOC outlines several rehabilitation studies, designs, and construction projects with completion dates in Appendix A, Schedule of Compliance that must be completed to partially satisfy the requirements of the SOC. The Town has decided to aggressively rehabilitate its system and has applied for a VDEQ Clean Water Revolving Loan with a total project cost of \$8 million. In support of this project and the funding application, CHA prepared a Preliminary Engineering Report that outlined estimated construction expenditures in the seven highest infiltration and inflow (I&I) contributing metersheds. The goal is to select rehabilitation work that removes the most I&I for the least cost with the allocated funds.

To support the rehabilitation efforts, the Town contracted with a closed-circuit television (CCTV) inspection contractor to video approximately 100,000 linear feet of sewer main as well as the laterals that enter these mains. With this video, CHA will be able to rank the infiltration and inflow potential of all clay and concrete sewers in the seven priority metersheds that was videoed. Additionally, CHA will utilize the data collected from previous and ongoing field investigations (ie smoke testing, wet weather inspection, and manhole inspections) to further assist in ranking and prioritizing the work for the \$8 million sanitary sewer rehabilitation project.

The SOC also requires some pre- and post-rehabilitation flow monitoring to confirm the success of the I&I rehabilitation program. CHA will oversee the flow monitoring and prepare any reports required by the VDEQ to satisfy this requirement of the SOC.

CHA also plans to continue to prepare the quarterly and annual reports required by the VDEQ SOC and meet with the Town and VDEQ as requested over the course of the contract period. For the purposes of this Attachment B, these services will be titled Annual I&I Abatement Engineering Services.

**PART 2.0 – SCOPE OF SERVICES TO BE PERFORMED BY CHA ON THE PROJECT**

CHA proposes to provide **basic engineering services** including design and bidding phase services for the \$8 million sanitary sewer rehabilitation project and further described in the Sanitary Sewer and Manhole Rehabilitation – FY 2021 PER as outlined in the following Task 1 scope of services. CHA proposes to provide **Annual I&I Abatement Engineering Services** as outlined in the following Task 2 scope of

services. These services include the flow monitoring as required by the SOC, smoke testing, wet weather inspections, and manhole inspections to support the design in Task 1. Additionally, our scope includes the VDEQ reporting requirements as required in the SOC and meetings with the VDEQ as necessary or requested for the contract period.

### **Task 1- Sanitary Sewer and Manhole Rehabilitation – FY 2021 Project**

#### **Task 1A – Design and Bidding Phase Services**

CHA will design the sewer rehabilitation project as outlined the previously referenced PER. CHA will work with the VDEQ to secure the PER approval as part of the VDEQ funding. CHA anticipates that the bulk of the recommended construction activities will utilize trenchless rehabilitation techniques for sanitary sewer pipes, manholes and laterals. If open cut sanitary sewer replacement in some areas is recommended, CHA will contract with a licensed surveyor to collect the necessary field survey to design these improvements. It is anticipated that the project design will be focused primarily in the following seven metersheds: FR 1, 3,5,6,7,8, and 9 as outlined in the Corrective Action Plan and the PER. CHA will utilize recently collected CCTV, smoke testing results, flow monitoring results and other related field activities to prioritize and rank the work. The goal of the rehabilitation project will be to correct the infrastructure that is contributing the most I&I.

CHA will prepare 50% and final plans and specifications for Town review and approval and attend either a virtual meeting or an in-person meeting to review these documents with the Town. The contract documents will be prepared to show the general scope, extent, and character of the work to be furnished and performed by the Contractor, hereinafter called “Drawings and Specifications.” Said specifications will be prepared in conformance with the 50-division format of the Construction Specifications Institute and based on CHA’s standard specifications. The Bidding Documents will be EJCDC format, latest edition. CHA will provide the Town with digital and hard copies of the documents and present and review them in person with Town staff. Upon Town approval of Drawings and Specifications, CHA will advise Town of any adjustments to the latest Opinion of Probable Construction Costs caused by changes in general scope, extent or character, or design requirements of the project. CHA will assist the Town in securing bids in accordance with the Virginia Public Procurement Act at the direction of the Town.

The final contract documents will also be in compliance with the VDEQ funding agency requirements. CHA will provide these documents for review and approval by the VDEQ and incorporate any requirements from the VDEQ prior to advertising the project for bids.

#### **Task 1B – Field Activities in Support of the Sanitary Sewer and Manhole Rehabilitation – FY 2021 Project**

In order to aid in the prioritization of sanitary sewer rehabilitation, additional smoke testing, wet weather inspections, manholes inspections may be needed. The data from any field activities recommended will be collected and stored in a GIS database for the Town’s and CHA’s use. Smoke testing has been completed in metersheds FR-1, 5, 6 and 7 already over the last several years. As part of this contract period, smoke testing will be completed in FR 3, 8 and 9 either in October/November 2020 or in late summer/fall 2021. Additionally, flow studies may be completed in the seven basins to support the rehabilitation efforts. These flow studies will most likely be conducted in winter/spring 2021 and will be based upon CHA’s recommendations and approval by the Town. These field activities and data analysis are needed to assist in prioritizing the rehabilitation work in the seven priority metersheds that were outlined in the PER.

## **Task 2 - Annual I&I Abatement Engineering Services**

### **Task 2A – Annual Updates to GIS Database**

CHA will continue to update the GIS database developed by a previous consultant to document the construction improvements and submit an updated database biannually to the Town. As field work and construction work is performed in the sanitary sewer system, CHA will update the GIS database to yield an accurate representation of the current sanitary sewer system.

### **Task 2B – Annual VDEQ Reporting and Meetings**

CHA will complete a quarterly report and submit a draft report to the Town for review one week prior to the due date. Once the review has been completed by the Town, CHA will submit the report to the VDEQ. The quarterly reports are due January 10<sup>th</sup>, April 10<sup>th</sup>, July 10<sup>th</sup>, and October 10<sup>th</sup> and will continue quarterly until the SOC is terminated.

Under this task the CHA will develop these quarterly and annual reports to document the work performed during each period. The annual report shall describe the success of the rehabilitation work to date in reducing excessive I&I based on the ongoing sewer system flow monitoring. Unless other flow monitoring data is available for the time period, CHA will utilize the influent flow meter at the wastewater treatment plant. The quarterly reports will contain a summary of all work completed since the previous progress report, a projection of work to be completed during the upcoming quarterly period, and a statement regarding any anticipated problems complying with the SOC. Since the work over each period will vary, the depth and scope of each report will match the work performed during that time period. CHA will attend any meetings requested by the Town and/or VDEQ to discuss the progress of the project.

### **Task 2C – Flow Monitoring to Confirm I&I Reduction in FR-5, 6, and 7**

The SOC requires that after major rehabilitation work is completed, that flow monitoring to confirm the resulting I&I reduction is completed. The flow monitoring for FR 6&7 must be completed by April 1, 2021 and the flow monitoring for FR 5 must be completed by May 1, 2022 as outlined in Appendix A of the SOC. Under this task CHA will install flow meters at the original flow study manhole (RJN flow monitoring study) and collect data during the late winter/spring of those years. We anticipate at least 10 weeks of monitoring followed by an RTK analysis of previous data and this newly collected data to assess the effectiveness of the rehabilitation program to date. Separate technical memorandums will be developed for FR 6&7 by May 2021 and then FR 5 by June 2022. This information will aid in future budgeting/planning for the sanitary sewer rehabilitation program.

### **Task 2D – Annual CCTV Review**

CHA will continue to review and score CCTV inspection video as provided by the Town and/or Hydrostructures. CHA will score each pipe segment utilizing PACP protocol to develop a ranking system to determine priority sewer lines to rehabilitate based upon Town's available budget.

## **PART 3.0 – PERIODS OF SERVICE**

For Task 1A and 1B, CHA will complete the design plans, specifications and related field activities in accordance with the approved PER for the project. This work is projected to start in November 2020 with the project ready for advertisement for bids by January 2022.

For Task 2 CHA will work with the Town staff to establish milestones and deliverables to progress these projects throughout the contract year; however, for project milestones as outlined in the SOC, CHA will progress these project activities to meet the deadlines established in Appendix A – Schedule of Compliance.

#### **PART 4.0 – PAYMENTS TO CHA**

##### **Task 1- Sanitary Sewer and Manhole Rehabilitation – FY 2021 Project**

For the basic engineering services for a \$8,000,000 project described in Task 1A, CHA proposes to be compensated on a lump sum basis. Our proposed lump sum fee for Task 1A is **\$558,000**.

For Task 1B, CHA proposes to be compensated on a time and materials basis with a budget of **\$180,000** as outlined in the PER. Flow monitoring utilizing a proprietary I-tracker system may be utilized from Duke's Root Control. These services will be a pass-through cost with 10% markup.

The total maximum compensation for the Sanitary Sewer and Manhole Rehabilitation – FY 2021 Project (Task 1A and 1B) shall not exceed **\$738,000** without written authorization by the Town.

##### **Task 2- Annual I&I Abatement Engineering Services**

For services listed in Tasks 2A-D of this Attachment B  
, CHA shall be paid on a time and material basis in accordance with the attached hourly rate schedule.

Applicable rates for Tasks 2A-D are in accordance with CHA's rate schedule and are attached to this Attachment B – 2021/2022. The total maximum compensation for the Annual I&I Abatement Engineering Services during the contract period shall not exceed **\$125,000** (Tasks 2A-D) without written authorization from the Town.

#### **PART 5.0 – OTHER**

This Attachment B – 2021/2022 is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**TOWN OF FRONT ROYAL, VIRGINIA**

**CHA CONSULTING, INC.**

By:

By:

\_\_\_\_\_  
Name: Matthew Tederick  
Title: Interim Town Manager  
Address: 102 E. Main Street  
Front Royal, VA 22630

\_\_\_\_\_  
Name: Timothy George  
Title: Senior Vice President  
Address: 1341 Research Center Drive,  
Suite 2100  
Blacksburg, VA 24060

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## Council Agenda Statement

Item # 8I

Meeting Date: December 14, 2020

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**Agenda Item:** Acceptance of Donation of Ambulance to Police Department from Warren County Fire and Rescue Services

**Summary:** Council is requested to approve the acceptance of the donation of an ambulance (1997 Ford E-350) to the Police Department from Warren County Fire and Rescue Services. The Police Department plan to utilize the vehicle as an incident response unit (crime scenes, crash scenes, etc.) to consolidate equipment as a tactical command post., mobile communications unit or field crisis negotiations post.

**Budget/Funding:** will not be impacted and will be included as a fixed asset

**Meetings:** Work Session November 16, 2020

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

**Proposed Motion:** I move that Council approve the acceptance of the donation of an ambulance (1997 Ford E-350) to the Police Department from Warren County Fire and Rescue Service to be used as an incident response unit (crime scenes, crash scenes, etc.) to consolidate equipment as a tactical command post., mobile communications unit or field crisis negotiations post.

Approved By: \_\_\_\_\_

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Moved \_\_\_\_\_ Seconded \_\_\_\_\_

VM Sealock \_\_\_\_\_ Cockrell \_\_\_\_\_ Gillispie \_\_\_\_\_ Holloway \_\_\_\_\_ Meza \_\_\_\_\_ Thompson \_\_\_\_\_



K.L. Magalis  
Chief of Police

# FRONT ROYAL POLICE DEPARTMENT

900 Monroe Avenue  
FRONT ROYAL, VIRGINIA 22630-1560  
540.635.2111 | Fax: 540.635.6160

Date: August 31, 2020  
To: Chief Richard Mabie  
From: Chief K. L. Magalis  
Subject: Donation of Ambulance to Police Department

It is my understanding that Ambulance 3 (1997 Ford E-350) has been taken out of service permanently. This unit is part of the fleet inventory from Warren County Department of Fire & Rescue Services. Capt. Ryman and Don McPaters (fleet managers) coordinated with Brad Kresge to assess that unit for potential use in our police operations. Given the condition of the unit, we could genuine utilize this vehicle to enhance our own operations. Our plan would be to create a major incident response unit (crime scenes, crash scenes, etc.) to consolidate equipment as well as implement several radios so the unit could further be put in service as a tactical command post, mobile communications unit, or field crisis negotiations post. The unit would no longer be utilized in the capacity of an EMS unit or transport ambulance.

If possible, I respectfully request the donation of this unit over to the Front Royal Police Department. Again, with its good mechanical condition, we could foreseeably repurpose and actively utilize this vehicle for the next ten to fifteen years.

Thank you for your consideration.

8J



## Council Agenda Statement

Item # 8J

Meeting Date: December 14, 2020

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**Agenda Item:** Donation of Portable Radios to Warren County Parks and Recreation

**Summary:** Council is requested to approve the donation of former mobile and portable radios with associated accessories to the Warren County Parks and Recreation Department. This includes (24) mobile radios, (36) portable radios, (40) portable charges as well as various mics, batteries and earpieces.

**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 the donation of former mobile and portable radios with associated accessories to the Warren County Parks and Recreation Department, including (24) mobile radios, (36) portable radios, (40) portable charges as well as various mics, batteries and earpieces.

Approved By: \_\_\_\_\_

---

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

VM Sealock \_\_\_\_\_ Cockrell \_\_\_\_\_ Gillispie \_\_\_\_\_ Holloway \_\_\_\_\_ Meza \_\_\_\_\_ Thompson \_\_\_\_\_



K.L. Magalis  
Chief of Police

# FRONT ROYAL POLICE DEPARTMENT

900 Monroe Avenue  
FRONT ROYAL, VIRGINIA 22630-1560  
540.635.2111 | Fax: 540.635.6160

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Date: August 31, 2020

To: Chief K. L. Magalis

From: Capt. J. Ryman

Subject: Donation of former mobile and portable radios with associated accessories

Brad Kresge (Warren County Parks & Recreation) has requested the donation of our old radios to his department. Several years ago, we donated the then older radio models to them for use. In that agreement, Parks & Recreation were responsible for any de-programming / re-programming and all materials were donated "as is" with no written or implied warranty.

In moving to our new radio system, all of the mobiles, portables and accessories we formerly used are now obsolete. Although of no use for us, the radios are still fairly new, digital, and would still be of numerous years use to the parks & rec department. They would not have any access to the PD radio system as we are on different frequencies as well as being encrypted. We currently have 24 mobile radios, 36 portable radios, 40 portable chargers as well as various mics, batteries and earpieces.

Given that we could assist them in their operations through improved radio function, and as we have no further use of this equipment, I respectfully request to further this solicitation for donation for approval. If given, I will coordinate with Mr. Kresge the arrangements for transferal.

9



## Town of Front Royal, Virginia Council Agenda Statement

Item # 9

Meeting Date: December 14, 2020

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**Agenda Item:** Proposed Town Code Amendment, Chapter 28, Planning Commission Membership (1st Reading)

**Summary:** The Front Royal Planning Commission is currently established as a seven (7) member body as set forth under Town Code Chapter 28. The proposed amendment to this chapter is to reduce the number of Planning Commissioners from seven (7) to five (5) members, and to make other minor amendments to Chapter 28 regarding term of office and removal from office to be consistent with the proposed change in membership and to mirror applicable provisions of Section 15.2-2212 of the Code of Virginia (attached). Changing the Planning Commission to a five (5) member group would make the membership of the Commission consistent with the membership number of both the Board of Zoning Appeals (BZA) and the Board of Architectural Review (BAR) which are also five (5) member public bodies. This proposal was presented in a staff memorandum (attached) and discussed with Town Council at its October 26, 2020 work session. It was the consensus of Council for staff to proceed with the scheduling of public hearing on this matter by Council.

**Budget/Funding:** The reduction of the number of members would result in modest cost savings, primarily in reduced annual costs for member meeting stipends (\$75 per each Commissioner for each meeting) and the production/reproduction of meeting packets and other distributed meeting information and materials.

**Attachments:** Staff report and proposed Ordinance amending Town Code Chapter 28, Planning Commission.

**Staff Recommendation:** Staff recommends the adoption of the proposed amendments to Town Code Chapter 28, Planning Commission, as presented in the attached Ordinance.

**Proposed Motion:** I move that Council adopt the proposed amendments to Town Code Chapter 28, Planning Commission, in their entirety and as set forth in presented Ordinance thereby changing the number of members on the Front Royal Planning Commission from seven (7) to five (5) and amending other sections of Town Code 28 that coincide with this change accordingly and in conformity with state statutes.

## **MEMORANDUM**

**TO:** Front Royal Town Council

**FROM:** Timothy L. Wilson, Director of Community Development & Planning

**DATE:** October 21, 2020

**RE:** Planning Commission Membership – Proposed Reduction of Number of Members.

Attached for your review is a draft proposal to amend select provisions of Town Code Chapter 28, *Planning Commission*. The main purpose of this proposed amendment would be to reduce the number of Planning Commission members from seven (7) to five (5). The reducing of the number of Planning Commissioners is permissible under the Code of Virginia. Having the Planning Commission being a five-member public body would be consistent with the number of members presently serving on both Town Board of Zoning Appeals (BZA) and Town Board of Architectural Review (BAR), both of which like the Planning Commission also deal with land use development and regulatory issues. The BZA and BAR function perfectly well as five-member bodies and there is no reason to believe that the Planning Commission would not function just as effectively it were changed to a five-member public body.

Changing the number of the Planning Commission members would create modest cost savings, primarily being the reduced cost of meeting stipend payments, which is presently set at \$75 per each member for each meeting of the Commission. There are presently two (2) vacancies (a required new appointment and an appointment for an unexpired term) that presently require action by Council. Of the remaining five active members, all are in good standing with no existing terms of members scheduled to expire until August 31, 2021. If the Council is of the mind to amend the Code as proposed, no appointment actions by Council or other changes on the Commission would be required. Staff looks forward to discussing this matter with Council.

Attachments: Town Chapter 28, Planning Commission – Proposed Amendments.  
Planning Commission Membership List.

## TOWN OF FRONT ROYAL PLANNING COMMISSION

Douglas Jones  
3 Mount Vernon Court  
Front Royal, VA 22630  
Certified February 2009  
Chairman 04/15/2020

8/31/2022  
Re-Appointed 7/23/18

540-635-2535  
[dlmohones@comcast.net](mailto:dlmohones@comcast.net)

---

William C. Gordon (Will)  
107 Highfield Lane  
Front Royal, VA 22630  
(Filled Ms. Langfitt's Unexpired Term)  
Certified May 30, 2019

8/31/2024  
Re-Appointed 07/13/2020

804-837-7714 (cell)  
[will.c.gordon@gmail.com](mailto:will.c.gordon@gmail.com)  
[wgordon@frontroyalva.com](mailto:wgordon@frontroyalva.com)

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Darryl G. Merchant  
110 Kerfoot Avenue  
Front Royal, VA 22630  
(Filled Mr. Gushee's Unexpired Term)

8/31/2021  
Re-Appointed 07/08/19

540-683-6878 (cell)  
[dgm@measure-map.com](mailto:dgm@measure-map.com)

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Joseph McFadden  
302 Blue Ridge Avenue  
Front Royal, VA 22630  
Certified August 2016  
Vice Chairman 4/15/2020

8/31/2021  
Re-Appointed 08/14/17

703-606-0653 (day)  
540-252-4598 (ev.)  
[mcfaddenje21@gmail.com](mailto:mcfaddenje21@gmail.com)

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Connie Marshner  
804 Rodney Avenue  
Front Royal, VA 22630  
Certified November 2016

8/31/2023  
Re-Appointed 7/08/19

540-660-2552  
[connie@conniemarshner.com](mailto:connie@conniemarshner.com)  
[cmarshner@frontroyalva.com](mailto:cmarshner@frontroyalva.com)

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Meetings are third Wednesday of each month - 7:00 p.m.  
Warren County Government Center Board Room, 220 North Commerce Avenue

Term of office – 4 years

Revised 12/6/2020

## § 15.2-2212. Qualifications, appointment, removal, terms and compensation of members of local planning commissions

A local planning commission shall consist of not less than five nor more than fifteen members, appointed by the governing body, all of whom shall be residents of the locality, qualified by knowledge and experience to make decisions on questions of community growth and development; provided, that at least one-half of the members so appointed shall be owners of real property. The local governing body may require each member of the commission to take an oath of office.

One member of the commission may be a member of the governing body of the locality, and one member may be a member of the administrative branch of government of the locality. The term of each of these two members shall be coextensive with the term of office to which he has been elected or appointed, unless the governing body, at the first regular meeting each year, appoints others to serve as their representatives. The remaining members of the commission first appointed shall serve respectively for terms of one year, two years, three years, and four years, divided equally or as nearly equal as possible between the membership. Subsequent appointments shall be for terms of four years each. The local governing bodies may establish different terms of office for initial and subsequent appointments including terms of office that are concurrent with those of the appointing governing body. Vacancies shall be filled by appointment for the unexpired term only.

Members may be removed for malfeasance in office. Notwithstanding the foregoing provision, a member of a local planning commission may be removed from office by the local governing body without limitation in the event that the commission member is absent from any three consecutive meetings of the commission, or is absent from any four meetings of the commission within any 12-month period. In either such event, a successor shall be appointed by the governing body for the unexpired portion of the term of the member who has been removed.

The local governing body may provide for compensation to commission members for their services, reimbursement for actual expenses incurred, or both.

Code 1950, §§ 15-901, 15-916, 15-963; 1956, cc. 282, 497; 1960, c. 309; 1962, c. 407, § 15.1-437; 1973, c. 160; 1974, c. 521; 1986, c. 208; 1988, c. 256; 1997, c. 587; 2006, c. [687](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

**AN ORDINANCE TO AMEND FRONT ROYAL TOWN CODE CHAPTER 28,  
PLANNING COMMISSION, TO CHANGE THE NUMBER OF MEMBERS,  
APPOINTMENT TERMS, AND PROVISIONS FOR REMOVAL FROM OFFICE**

**WHEREAS**, Section 15.2-2212 establishes the allowed number of members on a local planning commission, their terms of appointment, and cause and process for the removal of members from office; and,

**WHEREAS**, the Town Council finds it beneficial make the number of appointed members to the Front Royal Planning Commission the same number as established on other locally appointed land use and development Boards as required and authorized by Section 15.2, Chapter 22, of the Code of Virginia;

**NOW THEREFORE, BE IT ORDAINED**, by the Town Council of the Town of Front Royal, Virginia, that Chapter 28, Planning Commission, of the Front Royal Town Code hereby be amended as follows:

**28-1 ESTABLISHMENT; MEMBERSHIP**

A. ~~A Municipal~~The Planning Commission ~~for of~~ the Town of Front Royal, Virginia is hereby created, in accordance with the provisions of applicable state law.

B. There shall be ~~seven (7)~~ five (5) members of such Planning Commission, appointed by the Town Council, all of whom shall be residents of the Town, ~~and who shall be freeholders~~ qualified by knowledge and experience to make decisions on questions of community growth and development; provided that at least one-half of the members so appointed shall be owners of real property. ~~One (1) member of the Commission may be a member of the Town Council, and one (1) member may be a member of the administrative branch of the government of the Town. The councilmanic member and the administrative official shall be ex officio members without voting power.~~

**28-2 TERMS OF OFFICE**

~~The terms of office of the members of the Planning Commission shall be as follows:~~

~~A. The terms of office of the councilmanic member and the administrative official who is a member shall expire August 31, 1960. Thereafter, the terms of the councilmanic member and the administrative official who is a member shall be coextensive with the terms of office to which they have been elected or appointed, unless the Town Council, at the first meeting each year, appoints others to serve as their representatives.~~

~~B. The terms of office of three (3) of the remaining members shall expire August 31, 1960, and the terms of office of two (2) of the remaining members shall expire August 31, 1962. Thereafter, these members shall be appointed for periods of four (4) years each, following the date of appointment.~~

Appointment of members to the Planning Commission shall be for terms of four (4) years each. The terms of office for members of the Planning Commission shall be staggered so that the term of no more than two (2) of the five (5) Commissioners shall expire in any given calendar year. Council may shorten the term of any new appointment to a lesser number of years as may be required to accomplish this staggering of terms. Members may be reappointed to succeed themselves. Vacancies shall be filled by appointment for the remainder of the unexpired term only.

### **28-3 COMPENSATION**

Members of the Planning Commission shall each be compensated in an amount determined by the Town Council.

**(Ord. No. Z-2-98 Amended 7-13-98-Effective Upon Passage)**

### **28-4 REMOVAL OF MEMBERS**

~~Any member of the Planning Commission shall be removed from office for inefficiency, neglect of duty or malfeasance in office, after a public hearing, and when removed, his office shall be filled by appointment by the Mayor.~~

Members may be removed for malfeasance in office. Notwithstanding the foregoing provision, a member of the planning commission may be removed from office by the Town Council without limitation in the event that the commission member is absent from any three consecutive meetings of the commission, or is absent from any four meetings of the commission within any 12-month period. In either such event, a successor shall be appointed by the governing body for the unexpired portion of the term of the member who has been removed.

### **28-5 POWERS AND DUTIES**

The functions, powers and duties of the Planning Commission shall be such as are provided for by applicable state law.

### **28-6 CERTIFICATION**

~~A. As a condition of appointment each~~ Each member of the Planning Commission ~~, as it exists on April 1, 2004,~~ shall become a certified planning commissioner, through the Virginia Certified Planning Commissions Program operated by the Virginia Institute for Planning Commissioners; ~~no later than April 1, 2005.~~ ~~B. Any member of the Planning Commission who is appointed after April 1, 2004 shall become a certified planning commissioner, through the Virginia Certified Planning Commissions Program operated by the Virginia Institute for Planning Commissioners,~~ within one year of appointment; ~~provided, however, that~~ Town Council, by motion, may grant a six (6) month extension of the certification requirement in the event a commissioner is unable to complete the certification program within one year due to circumstances beyond the reasonable control of the commissioner and is enrolled to complete the certification by the end of the said extension.

**(Ord. No. 10-05 Amended (B) 6-27-05-Effective Upon Passage)**

~~C.~~ Failure to meet ~~the requirements~~ this condition of appointment as outlined in this section shall result in the automatic forfeiture and vacation of said individual from office. When removed from office, the ~~seat-vacancy~~ shall be filled by appointment of the Town Council.

**(Ord. No. 4-04 Added Entire Section 1-26-04-Effective Upon Passage)**

This ordinance shall become effective upon passage.

APPROVED:

\_\_\_\_\_  
Eugene R. Tewalt, Mayor

ATTEST:

\_\_\_\_\_  
Tina L. Presley, Acting 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:

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

\_\_\_\_\_  
A public hearing on the above was held on December 14, 2020, having been advertised in the Northern Virginia Daily on \_\_\_\_\_, 2020 and \_\_\_\_\_, 2020.

\_\_\_\_\_  
Approved as to form and legality:

\_\_\_\_\_  
Douglas W. Napier, Town Attorney

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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## Town of Front Royal, Virginia Council Agenda Statement

Item # 10

Meeting Date: December 14, 2020

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**Agenda Item:** Special Permit #FRSPU-2331-2020, Richard Spiewak – Proposed construction of single-family dwelling on nonconforming lot in Residential District R-1.

**Summary:** Mr. Richard Spiewak has made zoning application for a single-family dwelling proposed to be constructed on two (2) combined nonconforming lots of record located on Grand Avenue. The property for which application has been submitted is classified R-1 District, and single-family dwellings are a use listed by right in the R-1 District. The two (2) adjoining lots to be combined are both nonconforming in both size and width. The result of combining the lots will make the new single lot conforming in size, but still nonconforming in width. Zoning Ordinance Section 175-128(A), Nonconforming Lots of Record, requires that any nonconforming lot, by size and/or width) in the R-1 District proposed for use or development must first receive an either an administrative waiver or a special permit by Town Council based on the nature of the nonconformity. The reviewing authority in this case is the Town Council.

**Attachments:** Permit Application and attachments, Staff Report and attachments, Correspondence received from citizens,

**Budget/Funding:** None.

**Recommendations:** The Planning Commission forwards to Council a recommendation of denial for this permit application.

Staff forwards a recommendation the approval of this permit application.

**Proposed Motions:** The Town Council has differing recommendations on this permit application request. Both a sample motion to deny (PC recommendation) and a motion to approve (staff recommendation) are provided below:

Motion to Deny: I move that Council deny Special Permit #2331-2020 for the requested proposed new single-family dwelling on the proposed new combined lot as recommended by the Planning Commission.

Motion to Approve: I move to approve Special Permit #2331-2020 as presented in the application based on the findings set forth in the accompanying staff report that the proposed use and development of the proposed dwelling and proposed combined lot meet all applicable Zoning Ordinance regulations and permitting criteria.

Per the Town Attorney only one reading is required for Special Use Permits

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



**STAFF REPORT FOR THE DECEMBER 14, 2020 TOWN COUNCIL REGULAR MEETING**

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**APPLICATION #:**

FRSPU-2331-2020

**APPLICANT:**

Richard Spiewak

**APPLICATION SUMMARY:**

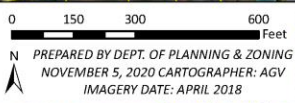
A special use permit application has been submitted pursuant to Zoning Ordinance Section 175-128(A), *Nonconforming Lots of Record*, for the proposed consolidation of two (2) adjoining undeveloped, legally non-conforming lots of record (both in area and width) into one (1) legally non-conforming lot of record (in width only) for the purpose of constructing a single-family detached dwelling in an R-1 District.  
{See **Attachments A, B, C, D and E:** Application, Plot Plan, House Plans, Ordinance Section 175-128(A)}, and Adjacent Property Owner Email.

**GENERAL INFORMATION:**

|                          |                                                                                                                              |               |                        |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------|
| <i>Site Address</i>      | Unaddressed parcels, Grand Avenue                                                                                            |               |                        |
| <i>Zoning District</i>   | R-1 (Residential District)                                                                                                   |               |                        |
| <i>Overlay Districts</i> | Historic Area – No                                                                                                           | Floodway – No | Entrance Corridor – No |
| <i>Tax IDs</i>           | 20A6-6-5-11 and 20A6-6-5-12 Total Area: 0.253 ac. (11,035 SF)                                                                |               |                        |
| <i>Location</i>          | The site is on the northside of Grand Ave. between 323 and 327 Grand Ave. that are between Cypress Street and Skyline Place. |               |                        |
| <i>Existing Use</i>      | Undeveloped, vacant lots.                                                                                                    |               |                        |
| <i>Proposed Use</i>      | Two-story, 1852 square foot, detached single-family dwelling.                                                                |               |                        |

## SITE

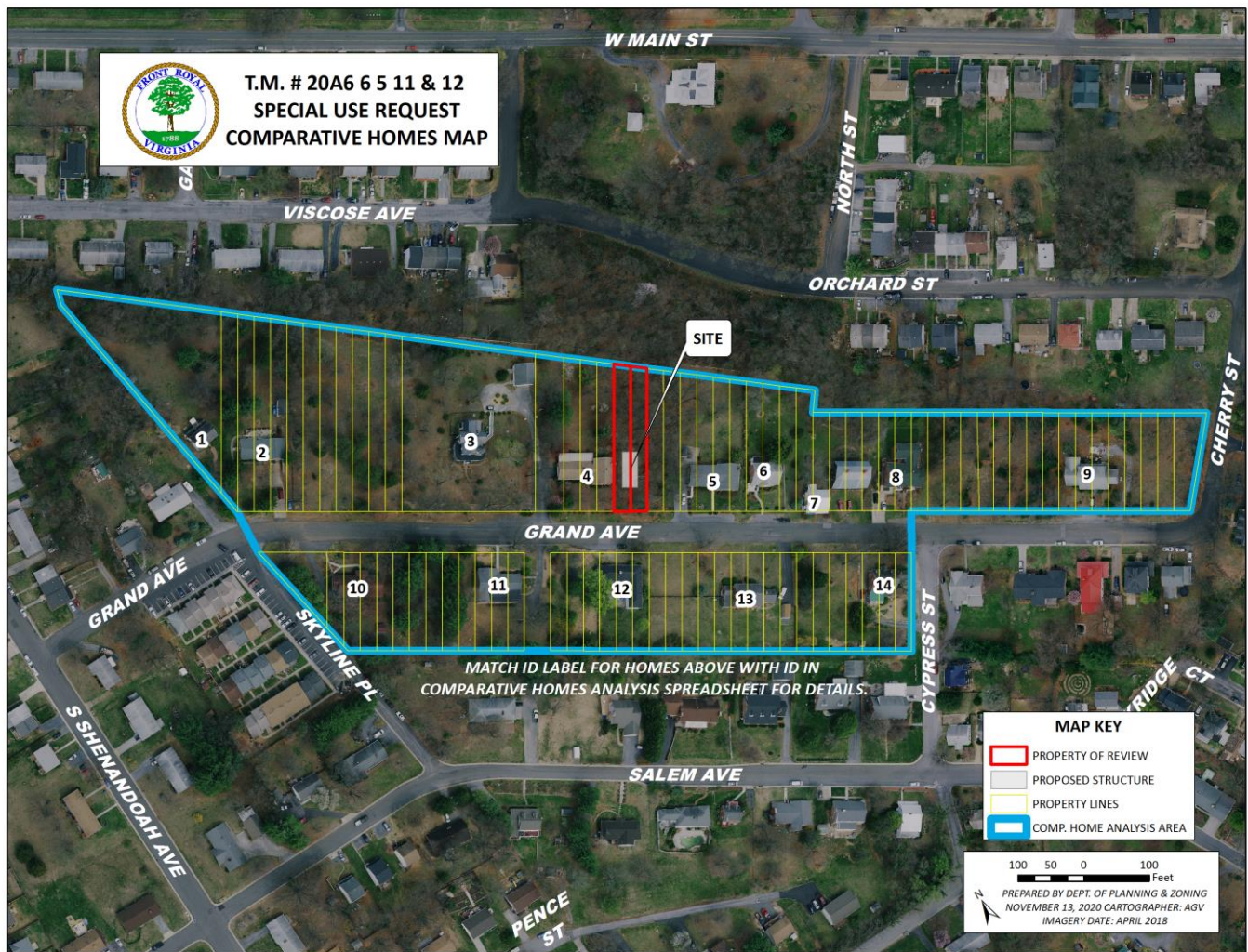
PROPERTY OF REVIEW



## AERIAL MAP (ArcMap)



## COMPARATIVE HOMES ANALYSIS MAP (ArcMap)



## ADDITIONAL INFORMATION:

### *Background on non- conforming lots*

Zoning Ordinance Sec. 175-128 has special criteria for the new development and use of nonconforming lots of record in the R-1 District. These criteria are specific to the R-1 District and are not applied in other residential zoning districts. This Ordinance section encourages the consolidation of nonconforming lots “to meet minimum lot size requirements.”

Legal nonconforming lots in the R-1 District may be used and developed only if granted a waiver by the Administrator or the approval of a special use permit by Town Council, with the degree of lot nonconformity determining the reviewing and decision-making authority.

In cases where the nonconforming lot’s area or width are less than eighty (80) percent of the required minimum regulation of the R-1 District, a special permit is required.

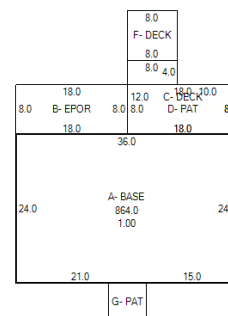
|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <i>Review</i> | <p>In this development proposal, the combining of the two legally nonconforming lots will result in a lot that is 11,035 in area and 50 feet in lot width. This combination will result in a lot that exceeds the applicable minimum R-1 District lot area requirement (10,000 square feet), but not the minimum lot width requirement of 75 feet. The degree of nonconformity still present with the lot width, being more than 20% of the minimum, requires the request to be reviewed and decided by special permit by Town Council.</p> <p>The proposed location of the new dwelling meets or exceeds all R-1 District yard setback requirements and all other applicable R-1 District regulations.</p> <p>Ordinance Sec. 175-128(a) sets forth criteria by which proposed new development is reviewed and compared to homes in the surrounding area. The Ordinance identifies the area for the review of existing homes to be homes located on both sides of the street of the immediate block where the new development is proposed. The Ordinance further identifies, that for the purposes of this section, that “comparative homes” means the characteristics of 60% of the homes in the immediate area. And last, the Ordinance requires that the proposed new development have a compatibility level of at least 90% of that found in the comparative home values.</p> <p>Staff has delineated the block area for comparison as described by the Ordinance which is displayed in the Comparative Home Analysis Map. Within this area there are 14 homes for comparative review. The below table identifies the square footage of living space in each home, provides a statistical average size for these 14 homes, calculates and provides the 60% comparative value to be used for comparative purposes as prescribed by the Ordinance, and identifies the 90% minimum of the comparative value that must be achieved by the new development. The table concludes with the square footage value proposed for the new dwelling requested in the permit application.</p> |

| COMP. HOME                                        | SQUARE FEET |
|---------------------------------------------------|-------------|
| 1                                                 | 864         |
| 2                                                 | 1968        |
| 3                                                 | 2748        |
| 4                                                 | 1688        |
| 5                                                 | 1744        |
| 6                                                 | 1332        |
| 7                                                 | 834         |
| 8                                                 | 2271        |
| 9                                                 | 3810        |
| 10                                                | 1920        |
| 11                                                | 2232        |
| 12                                                | 1981        |
| 13                                                | 3006        |
| 14                                                | 2308        |
| AVERAGE HOME SIZE<br>(28,706 divided by 14)       | 2050        |
| COMPARATIVE SIZE<br>(60% OF AVG. SIZE)            | 1230        |
| MIN. REQUIRED<br>HOUSE SIZE<br>(90% COMPARE SIZE) | 1107        |
| PROPOSED HOUSE                                    | 1852        |

The proposed dwelling has a finished floor square footage area of 1,852, exceeding the minimum required comparative house size (1,107) by 745 square feet and exceeds the 90% comparative home minimum amount of floor area. The proposed dwelling is larger than 5 of the 14 homes in the review area.

The following list provides information on the comparative homes in the immediate block that front Grand Ave. (see Comparative Homes Map):

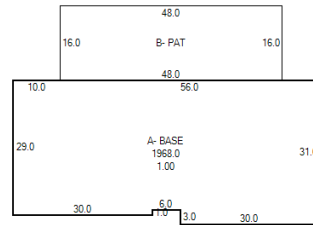
### Comparative House #1: 429 Grand Ave



- Square Feet: 864
- 1-story, vinyl siding exterior
- 3 bedrooms, 2 baths
- Driveway: Yes – Garage: No

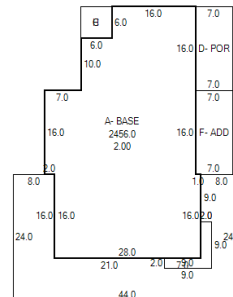
- Assessment Value: \$190,000
- Lot Size: 0.58 acres
- Owner Occupied: Yes (based on property card)

### Comparative House #2: 425 Grand Ave



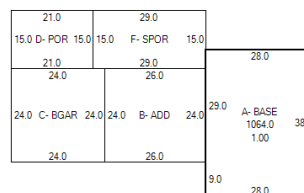
- Square Feet: 1968
- 1-story, brick exterior
- 4 bedrooms, 2 baths
- Driveway: Yes – Garage: Yes
- Assessment Value: \$259,600
- Lot Size: 0.67 acres
- Owner Occupied: Yes (based on property card)

### Comparative House #3: 413 Grand Ave



- Square Feet: 2748
- 2-story, stucco exterior
- 4 bedrooms, 1 bath
- Driveway: Yes – Garage: Yes
- Assessment Value: \$415,900
- Lot Size: 2.31 acres
- Owner Occupied: Yes (based on property card)

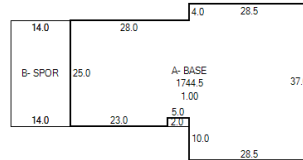
### Comparative House #4: 327 Grand Ave



- Square Feet: 1688
- 1-story, brick exterior

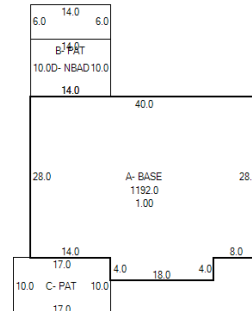
- 5 bedrooms, 3 baths
- Driveway: Yes – Garage: Yes
- Assessment Value: \$344,200
- Lot Size: 0.63 acres
- Owner Occupied: No (based on property card)

### Comparative House #5: 323 Grand Ave



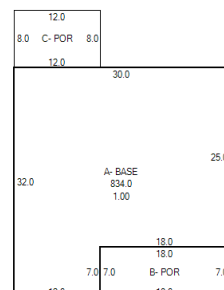
- Square Feet: 1744
- 1-story, brick exterior
- 3 bedrooms, 3 baths
- Driveway: Yes – Garage: No
- Assessment Value: \$308,700
- Lot Size: 0.046 acres
- Owner Occupied: Yes (based on property card)

### Comparative House #6: 319 Grand Ave



- Square Feet: 1332
- 1-story, brick exterior
- 3 bedrooms, 2 baths
- Driveway: No – Garage: No
- Assessment Value: \$185,800
- Lot Size: 0.22 acres
- Owner Occupied: No (based on property card)

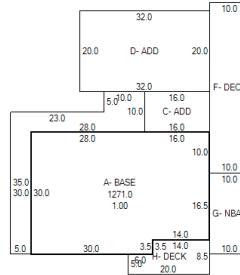
### Comparative House #7: 311 Grand Ave



- Square Feet: 834
- 1-story, stucco exterior

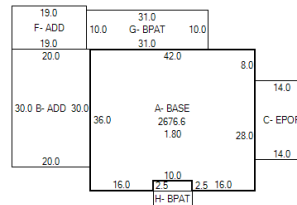
- 2 bedrooms, 1 bath
- Driveway: No – Garage: No
- Assessment Value: \$113,600
- Lot Size: 0.19 acres
- Owner Occupied: No (based on property card)

### Comparative House #8: 303 Grand Ave



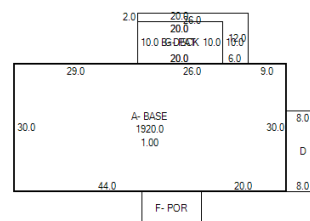
- Square Feet: 2271
- 1-story, brick exterior
- 3 bedrooms, 2 baths
- Driveway: Yes – Garage: No
- Assessment Value: \$303,000
- Lot Size: 0.34 acres
- Owner Occupied: Yes (based on property card)

### Comparative House #9: 211 Grand Ave



- Square Feet: 3810
- 1.8-story, cedar exterior
- 4 bedrooms, 3 baths
- Driveway: Yes – Garage: No
- Assessment Value: \$333,700
- Lot Size: 0.69 acres
- Owner Occupied: No (based on property card)

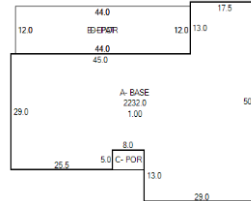
### Comparative House #10: 408 Grand Ave



- Square Feet: 1920
- 1-story, brick exterior

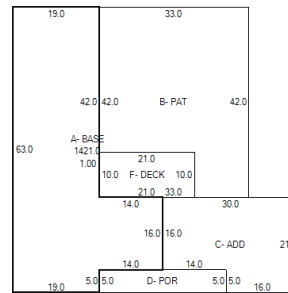
- 3 bedrooms, 2.5 baths
- Driveway: Yes – Garage: No
- Assessment Value: \$275,100
- Lot Size: 0.43 acres
- Owner Occupied: Yes (based on property card)

### Comparative House #11: 400 Grand Ave



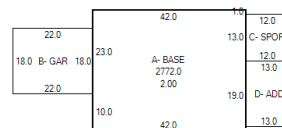
- Square Feet: 2232
- 1-story, brick exterior
- 5 bedrooms, 4.5 baths
- Driveway: Yes – Garage: No
- Assessment Value: \$391,000
- Lot Size: 0.34 acres
- Owner Occupied: Yes (based on property card)

### Comparative House #12: 334 Grand Ave



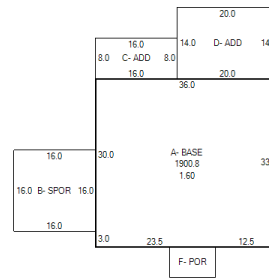
- Square Feet: 1981
- 1-story, stucco exterior
- 4 bedrooms, 2 baths
- Driveway: No – Garage: No
- Assessment Value: \$200,200
- Lot Size: 3.4 acres
- Owner Occupied: Yes (based on property card)

### Comparative House #13: 312 Grand Ave



- Square Feet: 3006
- 2-story, brick exterior
- 4 bedrooms, 4.5 baths
- Driveway: Yes – Garage: yes

- ### Comparative House #14: 304 Grand Ave



- ## Summary

Detached single-family dwellings area a use permitted by right in the R-1 District and the proposed development will be compliant with all R-1 District and other applicable requirements of the Ordinance.

## **RECOMMENDATIONS**

### **Planning Commission Recommendation:**

After public hearing held by the Planning Commission on November 18, 2020, the Commission on a 3-1 vote forwards to the Town Council a recommendation of denial for application FRSPU2331-2020 as submitted by the applicant for the identified new single-family on the proposed newly combined lot. Voting in the affirmative for the motion to deny were Commissioners Merchant, Marshner, and Jones. Voting against the motion was Commissioner Gordon.

### **Staff Recommendation:**

The Zoning Administrator recommends to Town Council the approval of Special Permit #FRSPU2331-2020 as requested in the application based upon the findings as presented in the Summary section of this staff report that the proposed use and development meets or exceeds applicable Zoning Ordinance regulations and special review criteria.

ATTACHMENTS: Attachment A: Application(s); Attachment B: Plot Plan; Attachment C: House Plans; Attachment D: Zoning Ordinance Section 175-128(A); Attachment E: Adjacent Property Owner Email



## TOWN OF FRONT ROYAL

DEPARTMENT OF PLANNING & ZONING  
102 EAST MAIN STREET  
P.O. BOX 1560  
FRONT ROYAL, VA 22630

Main: 540.635.4236

Fax: 540.631.2727

Internet: www.frontroyalva.com

FRSPU 2331-2020

### SPECIAL USE PERMIT REQUEST

#### APPLICANT

NAME Richard Spiewak PHONE 540-660-1332

ADDRESS 80 Bowling View Rd. Front Royal VA 22630

E-MAIL Rich75@hotmail.com

#### PROPERTY DESCRIPTION

PROPERTY ADDRESS Lot 11/12 Grand Ave.

TAX MAP \_\_\_\_\_ SECTION L11 BLOCK B5 LOT 11/12

SUBDIVISION NAME Huffman Hts ACREAGE .24

#### REQUEST

ZONING DISTRICT R-1

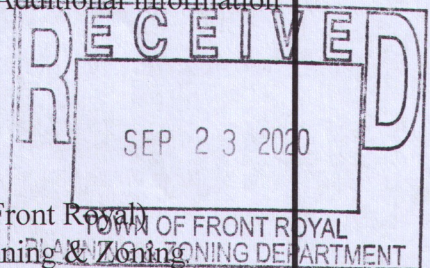
PROPOSED USE OF PROPERTY Residential new construction Home

SPECIFIC SPECIAL USE PERMIT REQUEST \_\_\_\_\_

To construct a single family dwelling on a non-conforming lot  
of record. Combination of lots 11 AND 12 Grand Ave.

ATTACHMENTS --The following must be submitted with the application. Additional information may be required depending on the nature of the request.

1. Survey/Plat of property showing all **existing** improvements.  
(10 copies if larger than 11" X 17")
2. Site Plan Application
3. Application Fee of \$400.00 (Checks payable to the Town of Front Royal)
4. Additional information as required by the Department of Planning & Zoning



#### CERTIFICATION

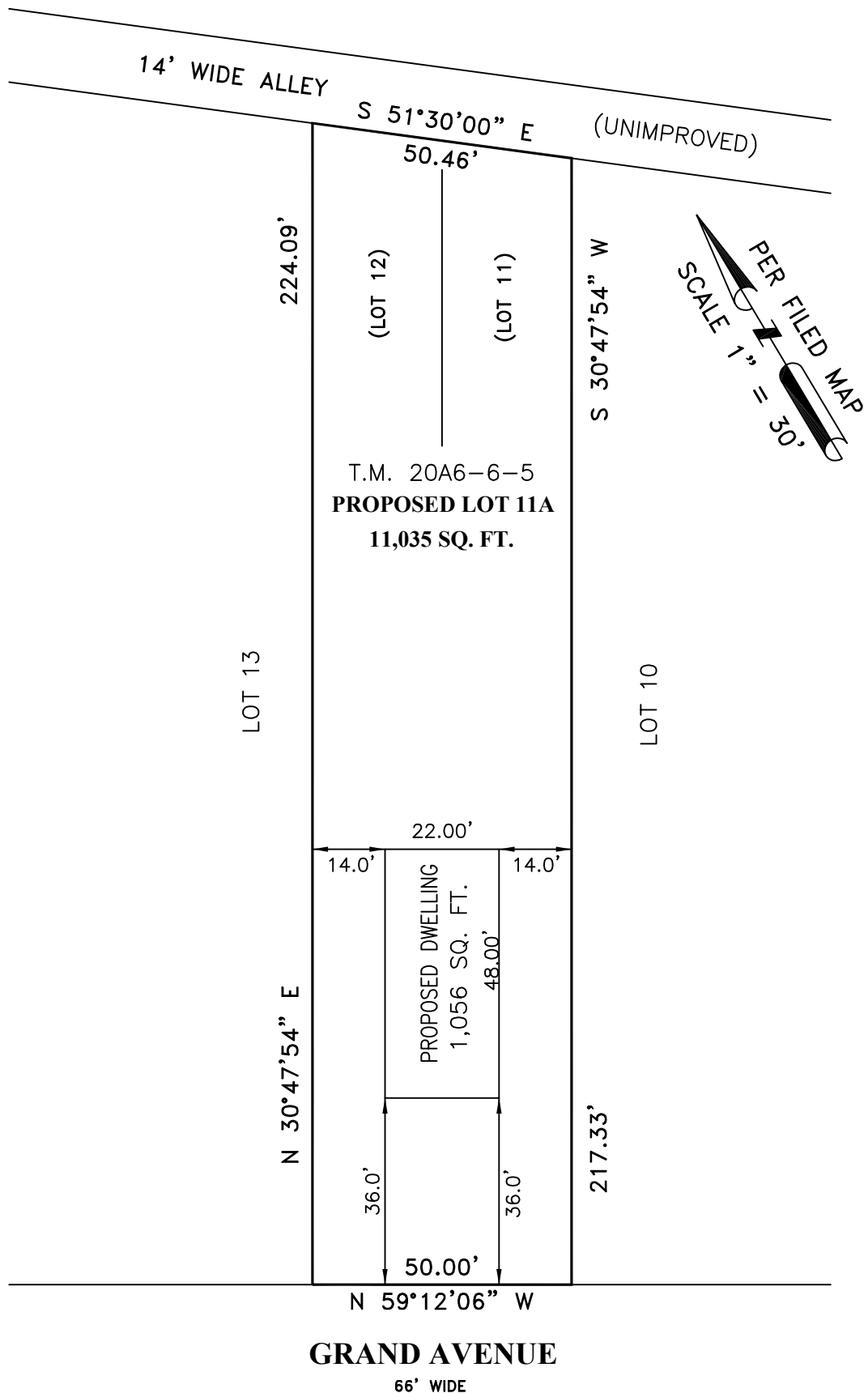
I certify that the information provided with this application is correct to the best of my knowledge and should the special use permit be granted, the project will comply with the conditions imposed upon it and will be implemented only as approved by Town Council.

Signature Richard Spiewak Date 9-23-2020

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

Receipt # 040396 check# 717 \$ 325 Date Paid 9-23-2020

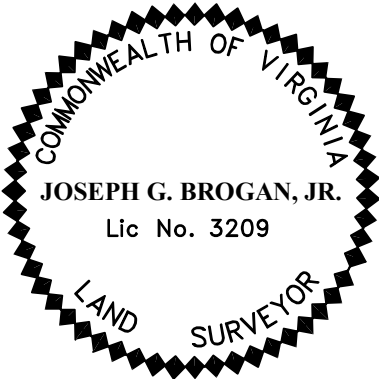
040382 check# 716 \$ 75 9-14-2020



NO TITLE REPORT FURNISHED TO THIS OFFICE.  
SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.  
PLAT REF: DEED BOOK 22 PAGE 228 AND

PLAT SHOWING PROPOSED DWELLING  
ON PROPOSED LOT 11A, BLOCK 5  
MAP OF HOFFMAN HEIGHTS  
FORK MAGISTERIAL DISTRICT  
**TOWN OF FRONT ROYAL**  
**WARREN COUNTY, VA.**

PREPARED BY:  
BROGAN LAND SURVEYING PLC  
P.O. BOX 1578  
FRONT ROYAL, VA. 22630-0034  
TEL. & FAX (540) 635-5657  
NOVEMBER 13, 2020



4:58

houseplans.net



CLOSE



4:57

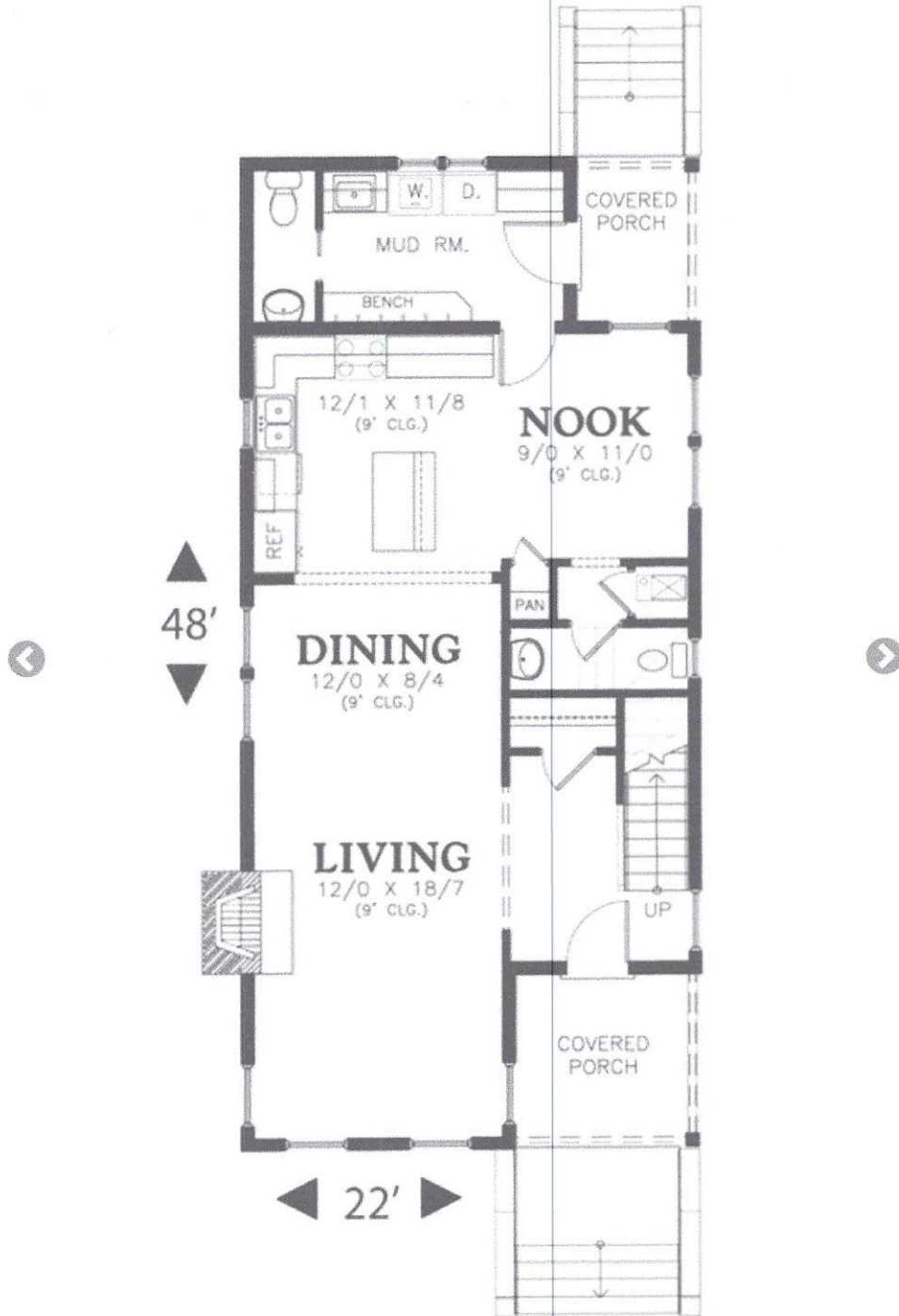


AA

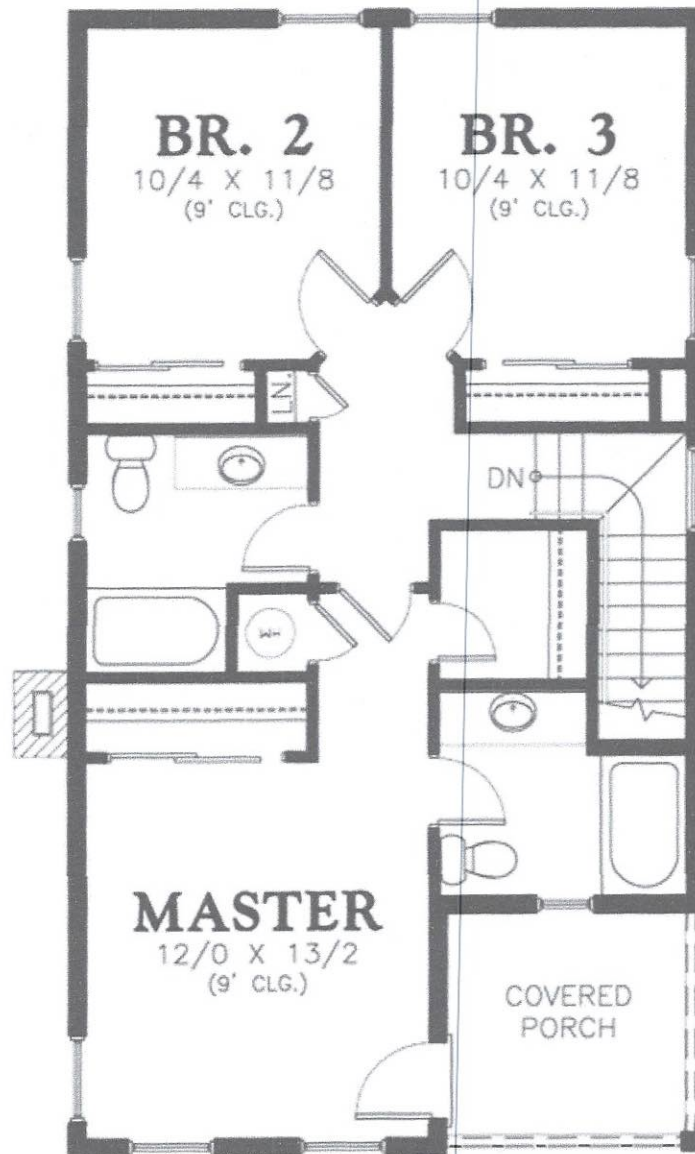
houseplans.net



CLOSE



## FLOORPLAN 2



## NOT QUITE RIGHT?

*Our designers can customize this plan to  
your exact specifications.*

*Requesting a quote is easy and fast!*



## ATTACHMENT - D

### **175-128      NONCONFORMING LOTS OF RECORD**

A. Except as hereinafter provided, the minimum lot width and lot area shall be required for the establishment of any new lot, or use of a lot, in the R-1 Residential District. Wherever possible, the consolidation of existing nonconforming lots is encouraged to meet the minimum lot size requirements. All new construction shall conform to the yard dimensions and all other regulations for the R-1 Residential District.

1. The Administrator may issue an administrative variance of up to twenty percent (20%) of the required lot width and/or area, where it is found that the proposed new construction is consistent with the structure size, orientation and pattern of development on the street and in the immediate neighborhood.
2. On lots with an area or lot width of less than eighty percent (80%) of the minimum required, approval for construction may be granted by special permit by the Town Council, where the Council finds the application meets the following conditions:
  - a. The proposed structure has a finished floor area of not less than ninety percent (90%) of the amount of finished floor area prevalent in comparative homes. Finished floor areas do not include basement areas.
  - b. The proposed structure is compatible with comparative homes in terms of building orientation, scale, proportion and site layout.
  - c. The site grading provides for adequate drainage on and off the site, without any adverse impact onto adjoining properties.
3. For the purpose of this section, comparative homes shall mean characteristics that are present in at least sixty percent (60%) of the homes located on both sides of the street in the immediate block where the proposed structure is located.
4. The Council may approve a reduction of the side yard requirement, by not more than forty percent (40%), where necessary, to achieve increased compatibility with other structures in the immediate block.



## Council Agenda Statement

Item #11

Meeting Date: December 14, 2020

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**Agenda Item:** COVID-19 Municipal Utility Relief Program – FY21 Budget Amendment & Agreement with Warren County

**Summary:** Council is requested to approve a FY21 Budget Amendment to receive \$88,109.00 from Warren County for the Commonwealth of Virginia Department of Housing & Community Development COVID-19 Municipal Utility Relief Program to allow the Town to distribute to eligible Town utility accounts according to the program guidelines.

Furthermore, Council is requested to authorize the Town Manager to execute an agreement with the County of Warren for the use of COVID-19 Municipal Utility Relief Funds from the Federal Coronavirus Aid, Relief, Economic Security Act (CARES Act).

Upon completion of the program, staff will return to Council to approve an intra-fund budget transfer to distribute the funds accordingly to the corresponding enterprise funds.

|                        |                                                     |             |
|------------------------|-----------------------------------------------------|-------------|
| <b>Budget/Funding:</b> | 1000-3310010 General Fund Revenue Grant Proceeds    | \$88,109.00 |
|                        | 9790-45417 General Fund Contingencies COVID Expense | \$88,109.00 |

**Meetings:** Work Session held November 23, 2020

### Staff

**Recommendation:** Approval\_\_\_\_\_ Denial\_\_\_\_\_

**Proposed Motion:** I move that Council approve a FY21 Budget Amendment to receive \$88,109.00 from Warren County for the Commonwealth of Virginia Department of Housing & Community Development COVID-19 Municipal Utility Relief Program to allow the Town to distribute to eligible Town utility accounts according to the program guidelines. I further move that Council authorize the Town Manager to execute an agreement with the County of Warren for the use of COVID-19 Municipal Utility Relief Funds from the Federal Coronavirus Aid, Relief, Economic Security Act (CARES Act).

Approved By: 

---

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

VM Sealock \_\_\_\_\_ Cockrell \_\_\_\_\_ Gillispie \_\_\_\_\_ Holloway \_\_\_\_\_ Meza \_\_\_\_\_ Thompson \_\_\_\_\_



Ralph S. Northam  
Governor

R. Brian Ball  
Secretary of  
Commerce and Trade

# COMMONWEALTH of VIRGINIA

Erik C. Johnston  
Director

## DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

December 7, 2020

**VIA EMAIL**

B.J. Wilson  
Director of Finance  
Town of Front Royal

Re: Award Letter, Guidance, and Required Certification for COVID-19 Municipal Utility Relief Program to Assist Customers

Dear B.J. Wilson:

On behalf of Governor Northam, it gives me great pleasure to inform you that Town of Front Royal has been awarded federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funds pursuant to the Appropriation Act mandated State Corporation Commission application process in the amount of \$88,109.00 to assist with municipal utility customer relief for all eligible customers of Town of Front Royal. This funding is being provided under CFDA 21.019 – Coronavirus Relief Funds (CRF). Additional details concerning this program including guidance, requirements, and several model forms are included in the following pages.

Additional guidance concerning this program has been included with this letter, including a model customer intake form. Please read this carefully before proceeding with additional steps. Given the tight timeline for utilization of these funds and to ensure each utility directly receives these funds in an expedited manner you must return the attached certification in partnership with a city or county that will act as the fiscal agent to receive the funds from the Department of Accounts (DOA) and the city or county will then forward funds to the municipal utility to implement the program for the utility's customers. Once the project is complete, DOA will follow up regarding project outcomes and compliance. I want to reiterate that it is incumbent on Town of Front Royal and the partnering city or county to ensure project expenses are properly documented and verified in case of audit.

For questions contact DHCD staff member David Conmy at [utility@dhcd.virginia.gov](mailto:utility@dhcd.virginia.gov).

Sincerely,

A handwritten signature in black ink that reads "Erik C. Johnston".

Erik Johnston  
Director, Virginia Department of Housing and Community Development

CC: David Von Moll, Comptroller, Department of Accounts  
Encl: COVID-19 Municipal Utility Relief Program Guidance, Certification Form and Addendum, and Model Customer Intake Form

**AGREEMENT FOR THE USE OF  
FEDERAL CARES CORONAVIRUS RELIEF FUNDS**

**THIS AGREEMENT for the Use of Federal Cares Coronavirus Relief Funds (the “Agreement”)**, made this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the County of Warren, a political subdivision of the Commonwealth of Virginia, (herein after referred to as the “County”) party of the first part, and the Town of Front Royal, a political subdivision of the Commonwealth of Virginia, (hereinafter referred to as the “Town”) party of the second part;

**WITNESSETH:**

**WHEREAS**, the United States Congress passed, and the President signed the *Coronavirus Aid, Relief and Economic Security (“CARES”) Act of 2020* (the “Act”); and,

**WHEREAS**, the Act provided funding for a number of different programs to address the COVID-19 pandemic; and,

**WHEREAS**, a primary component of the Act is the provision of \$150 billion in assistance to state, local, territorial and tribal governments for the direct impact of the COVID-19 pandemic through the establishment of the Coronavirus Relief Fund (“CRF”); and,

**WHEREAS**, the Town has been notified that it has been awarded federal Coronavirus Aid, relief, and Economic Security Act (CARES Act) funds pursuant to the Appropriation Act mandated State Corporation Commission application process in the amount of \$88,109.00 to assist with municipal utility customer relief for all eligible customers of Town of Front Royal, and

**WHEREAS**, expenditure of the funds is subject to be used only for qualifying expenses as defined by the COVID-19 Municipal Utility Relief Program, the expenditure of the funds will be audited and any funds expended for purposes other than as provided by the Act will have to be repaid and returned to the Commonwealth of Virginia; and,

**WHEREAS**, the parties hereto wish to confirm that the expenditure of the funds from CRF is limited to the uses established in the COVID-19 Municipal Utility Relief Program and that the funds distributed to the Town will be subject to refund and return by the Town and not by the County;

**NOW THEREFORE THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:**

- 1) That the County will distribute to the Town the sum of \$88,109.00 from the CRF funds distributed to the County, contingent upon the Town using such funds for expenses that are reimbursable under the COVID-19 Municipal Utility Relief Program, upon the Town providing the Certification for Receipt of Coronavirus Relief Fund Payments document to the County, and that the Town comply with all other applicable laws and County requirements concerning the expenditure of the fund,. County will issue funds to the Town or provide written explanation if funds are not reimbursable, within ten (10) days upon receipt of documentation of expenses.
- 2) That the funds distributed to the Town by the County may only be used for the direct costs associated with the COVID-19 Municipal Utility Relief Program, as those expenses qualify and as defined and limited by the Program. These are specifically limited to costs that:
  - a) assist municipal utility customers experiencing economic hardship due to the COVID-19 pandemic;
  - b) utility customers that attest of the COVID-19 economic hardship
  - c) Arrearages owed by eligible customers owed from March 1, 2020 through December 30, 2020;
  - d) funds may only be used to provide direct assistance to customer accounts over 30 days in arrears during the March 1, 2020 through December 30, 2020;
  - e) Up to 5% of the allocation may be used for direct administrative costs to support management of relief program.

The Town shall refrain from providing dual benefit to customers who have already received some level of assistance through other existing programs funded by the CARES Act for the same months of arrearages.

- 3) That the Town shall keep, maintain and provide to the County all necessary documentation to ensure compliance with the federal, state and County requirements.
- 4) Except as otherwise provided herein, distribution by the Town is at its sole risk. Except as otherwise provided herein, should the appropriate federal or state authorities determine that the Town improperly expended such funds for purposes that do not qualify under the Act the Town must promptly return and repay the amount of the funds subject to the improper expenditure to the County. The County shall not be required to appeal or contest any determination by the federal or state authorities that such funds were improperly expended, unless the Town requests the County to appeal or contest such determination by the federal or state authorities that such funds were improperly expended, in which case the Town will assume all costs, expenses, and risks of such appeal, and will hold the County harmless from same.
- 5) Should the Town not incur costs for all of the Town's distribution of CRF funds on or before December 30, 2020, the Town shall promptly return such funds to the Commonwealth. The Town shall fully comply with all requirements of the Act and fully cooperate with the County, the Commonwealth of Virginia, and the United States of America in the use of the Town Distribution, including any and all audits
- 6) Except as otherwise provided herein, the parties agree that the Town shall reimburse the County within ten (10) days of request from the County for any expenditure of funds by the County necessitated by the failure of the Town to fully comply with this Agreement, with the Act, or incurred as a result of an allegation or inquiry by the state or federal government that the Town failed to comply with the Act, including any costs, such as audit fees, attorney's fees, or other expenses and any amounts that the County may be required to refund because of the violation by the Town of the Act or the improper expenditure of the Town Distribution. If such reimbursement is not provided within ten (10) days of such request, interest at the judgment rate shall be paid by the Town to the County.

- 7) In order to secure repayment of any amounts due hereunder to be reimbursed to the County by the Town, the Town agrees that any amount due hereunder, if not paid within ten (10) days of notification and request to pay, may be withheld by the County from any funds due the Town which passes through the County or the office of the County Treasurer. This may include sales taxes, real estate taxes, personal property taxes, court fines and fees, septage fees, state or federal revenues, or any other funds of any kind or character which the County Treasurer collects on behalf of the Town and remits to the Town, or which the County possesses for any period of time. Furthermore, the Town agrees that any amount due hereunder, if not paid within ten (10) days of notification and request to pay, may be withheld by the County from any funds due the Town from the County under any agreement between the County and the Town now in existence or to be agreed to in the future, including but not limited to all amounts owed under the Amendment to Voluntary Settlement Agreement Between the County of Warren, Virginia, and the Town of Front Royal, Virginia, Regarding the Compromise for Pilot Meals and Lodging Taxes dated April 11, 2018.
- 8) In the event that any State or Federal authority finally determines that the County owes money as a result of actions of the Town in violation of this Agreement, the Town waives its right to and agrees not to assert any defense of statute of limitations, laches or any other time related defense. The parties agree that the remedies provided in this Agreement are not exclusive, and that the County preserves all causes of action against the Town related to the Town Distribution.
- 9) Any dispute concerning the performance or interpretation of this Agreement must be adjudicated in the General District or Circuit Courts of Warren County, Virginia, unless this matter has been removed by the United States of America or the Commonwealth of Virginia to the Federal Courts, in which case the matter may be adjudicated there.
- 10) This Agreement constitutes the entire understanding and agreement among the parties with respect to the matters set forth herein and/or therein and supersedes all prior or contemporaneous understandings or agreements among the parties with respect to the subject matter hereof, whether oral or written.

- 11) If any provision of this Agreement is invalid, illegal or unenforceable, the balance of this Agreement remains in full force and effect. If, however, the provision of the Agreement held invalid, illegal or unenforceable is material to the whole Agreement then the entire Agreement is of no force or effect, unless the parties otherwise unanimously agree in writing.
- 12) This Agreement constitutes a fully negotiated agreement among sophisticated parties, with the assistance of legal counsel, and must not be construed and interpreted for or against any party thereto.

This Agreement has been duly authorized and approved by the Town Council of the Town of Front Royal and the Board of Supervisors of Warren County and the Chairman of the Board and the Mayor of the Town are authorized to execute the same.

**WITNESS** the following signatures:

\_\_\_\_\_  
Mayor  
Town of Front Royal, Virginia

\_\_\_\_\_  
Chairman  
Board of Supervisors of  
Warren County, Virginia

***[SIGNATURES OF CLERK AND OF COUNSEL NEXT PAGE FOLLOWING]***

Attest:

Attest:

\_\_\_\_\_  
Tina Presley, Clerk of Town Council

\_\_\_\_\_  
Edwin Daley, Clerk of Board of Supervisors

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Douglas W. Napier, Town Attorney

\_\_\_\_\_  
Caitlin Jordan, Sr. Assistant County Attorney

12



## Council Agenda Statement

Item #12

Meeting Date: December 14, 2020

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**COUNCIL APPROVAL** – Resolution for Town Manager to Accept Deeds of Easement on Behalf of the Town for Redundant Waterline Project in the Route 522 North Corridor.

**Summary:** Council engaged services of the firm CHA to assist the Town in planning the location of a redundant waterline in the Route 522/340 North Corridor Area to serve the users of the Town's municipal water utilities in the event there is a water breakage of the existing single Town waterline preventing a potential catastrophic lack of water supply in the area. It is anticipated that the redundant waterline in the Corridor will require the need for the acquisition of a number of deeds and deeds of easements in order to complete the project. Council is requested to approve the attached resolution that authorizes the Town Manager, Town Attorney and Assistant Town Attorney to accept on behalf of the Town Council each deed, deed of easement and related rights conveyed to the Town in furtherance of said redundant waterline project by approving the attach Resolution.

**Budget/Funding:** None

**Meetings:** None

**Proposed Motion:** I move that Council approve a Resolution that authorizes the Town Manager, Town Attorney and Assistant Town Attorney to accept and approve on behalf of the Town of Front Royal all deeds, deeds of easement and related rights to complete the Route 522/340 redundant waterline project.

Approved By:  \_\_\_\_\_

---

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

VM Seacock \_\_\_\_\_ Cockrell \_\_\_\_\_ Gillispie \_\_\_\_\_ Holloway \_\_\_\_\_ Meza \_\_\_\_\_ Thompson \_\_\_\_\_

## **RESOLUTION**

### **Of the Town Council of the Town of Front Royal, Virginia Accepting Deeds of Easements for Redundant Route 522/340 North Waterline**

**WHEREAS**, the Town Council of the Town of Front Royal has recognized the need to provide a redundant waterline in the Route 522/340 North Corridor area to serve the users of Town municipal water utilities in the event there is a water breakage of the existing single Town waterline so as to prevent a potential catastrophic lack of water supply to such users; and

**WHEREAS**, Town Council has engaged the services of the firm of CHA to assist the Town in planning the location of this redundant waterline, in obtaining the required deeds and deeds of easement on the properties where the waterline will be locate in the Corridor, and in constructing the waterline once the easements and related rights are acquired.

**WHEREAS**, it is anticipated that the redundant waterline in the Corridor will require the need for the acquisition of a number of deeds and deeds of easements and related rights from various properties in order to complete the waterline project; and

**WHEREAS**, Section 15.2-1803 of the Code of Virginia states that every deed purporting to convey real estate to a locality shall be in a form approved by the attorney for the locality, or if there is no such attorney, then a qualified attorney-at-law selected by the governing body; and that no such deed shall be valid unless accepted by the locality, which acceptance shall appear on the face thereof or on a separately recorded instrument and shall be executed by a person authorized to act on behalf of the locality; and

**WHEREAS**, the location of the waterline project will have been located, surveyed, and approved by Town Council in advance of the obtaining of easements and related rights, and therefore approval of the deeds, deeds of easements, and related rights will be a ministerial duty and function, which can be delegated to the Town Manager in accordance with Town Code 4-27, which provides that the Town Manager shall *“have general supervision over all public improvements, works and undertakings”*.

**WHEREAS**, because of the number of easements and related rights involved, and because Town Council will have approved in advance the location of the waterline, easements, and related rights needed for the waterline, and because of the provision of Town Code 4-27, it will be consistent with the efficient functioning of Town governance to provide for and delegate to the Town Manager to accept on behalf of Town Council and the Town of Front Royal, as a Municipal Corporation and a Political Subdivision of the Commonwealth of Virginia each deed, deed of easement, and related right conveyed to the Town of Front Royal in furtherance of said redundant waterline project.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Front Royal that the Town Council hereby authorizes the Town Manager of the Town of Front Royal to accept on its behalf all deeds, deeds of easement, and related rights which purport to convey real property or any interest therein to the Town of Front Royal in furtherance of said redundant waterline project in the Route 522/340 North Corridor or a part thereof or related thereto.

**BE IT FURTHER RESOLVED** by the Town Council of the Town of Front Royal that the Town Attorney and the Assistant Town Attorney of the Town of Front Royal are hereby authorized to approve any such deeds and related rights in accordance with Section 15.2-1803 of the Code of Virginia.

**FURTHER, BE IT RESOLVED** that the Town Manager, Town Attorney, and Assistant Town Attorney are hereby directed to take all lawful, necessary, and appropriate actions to effectuate this Resolution.

**ADOPTED** this 14th day of December, 2020.

\*\*\*\*\*

This Resolution was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on December 14 , 2020, upon the following recorded vote:

APPROVED:

\_\_\_\_\_  
Eugene R. Tewalt, Mayor

*Town Council Members:*

Lori A. Cockrell \_\_\_\_\_  
Gary L. Gillispie \_\_\_\_\_  
Chris W. Holloway \_\_\_\_\_

Jacob L. Meza \_\_\_\_\_  
William A. Sealock \_\_\_\_\_  
Letasha T. Thompson \_\_\_\_\_

\_\_\_\_\_  
Attest:

Tina L. Presley, Clerk of Council

Approved as to form and legality:

\_\_\_\_\_  
Douglas W. Napier, Town Attorney

13



## Council Agenda Statement

Item #13

Meeting Date: December 14, 2020

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### COUNCIL APPROVAL – FY21 Budget Amendment Chamber of Commerce Donation

**Summary:** Council is requested to approve a FY21 budget amendment in the amount of \$50,000 and to approve the Town donating \$50,000 to the Front Royal Warren County Chamber of Commerce.

|                        |              |                                          |             |
|------------------------|--------------|------------------------------------------|-------------|
| <b>Budget/Funding:</b> | 1000-3510114 | General Fund Appropriated Funds Forward  | \$50,000.00 |
|                        | 8105-45606   | Economic Development Chamber of Commerce | \$50,000.00 |

**Meetings:** Work Session held December 7, 2020

**Proposed Motion:** I move that Council approve a FY21 budget amendment in the amount of \$50,000 and approve the Town donating \$50,000 to the Front Royal Warren County Chamber of Commerce.

Approved By: 

---

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

VM Sealock \_\_\_\_\_ Cockrell \_\_\_\_\_ Gillispie \_\_\_\_\_ Holloway \_\_\_\_\_ Meza \_\_\_\_\_ Thompson \_\_\_\_\_



December 10, 2020

The Front Royal-Warren County Chamber of Commerce Board of Directors would like to thank the Mayor and Town Council for their willingness to support the Chamber. We believe it is important that we share with you how some of these funds will be spent.

We plan to retain the services of a specialist who will focus on small business consulting.

These services will include but are not limited to:

- Provide business counseling to include business plan development and financial planning
- Provide services assessing the viability and needs of small business clients
- Conduct and analyze market research to assist in client action plan development
- One-on-one counseling services to future and current business owners
- Provide technical assistance to business owners in updating business plans, strategies, and models

We believe these services will play a vital role in accelerating small business recovery in 2021.

Additionally, the Chamber would like to assist the Town of Front Royal by assuming the responsibility of special event permitting. We understand that this requires time and energy and will create a special committee of Chamber staff and volunteers to manage this function. We know we'll need an MOU with the Town and look forward to beginning those discussions at your earliest convenience.

Again, we appreciate your willingness to assist the Chamber as we work to help our community of businesses recover and grow.

All the best,

Niki Foster, President

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## Council Agenda Statement

Item #14

Meeting Date: December 14, 2020

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### COUNCIL APPROVAL – Budget Transfer to Release Portion of Contingency Funds

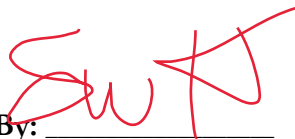
**Summary:** Council is requested to approve releasing the amount of \$347,761.00 from FY21 contingency funds previously set aside and approving budget transfers totaling \$347,761.00 to allow implementation of the third-year compensation study and funding for merit raises for Town employees.

These funds were originally adopted with the FY21 Budget and were set aside for contingency in the event the Town were to experience revenue shortfalls due to the COVID-19 pandemic. Overall Town revenues are currently tracking near budgeted amounts and remaining contingency funds will continue to be evaluated monthly.

**Budget/Funding:** see attached

**Meetings:** Work Session held December 7, 2020

**Proposed Motion:** I move that Council approve releasing the amount of \$347,761.00 from FY21 contingency funds previously set aside and approving budget transfers totaling \$347,761.00 to allow implementation of the third-year compensation study and funding for merit raises for Town employees.

Approved By: 

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Moved \_\_\_\_\_ Seconded \_\_\_\_\_

VM Seacock \_\_\_\_\_ Cockrell \_\_\_\_\_ Gillispie \_\_\_\_\_ Holloway \_\_\_\_\_ Meza \_\_\_\_\_ Thompson \_\_\_\_\_

|               |           |                   |
|---------------|-----------|-------------------|
| General Fund  | \$        | 233,731.00        |
| Streets Fund  | \$        | 16,780.00         |
| Electric Fund | \$        | 31,195.00         |
| Sewer Fund    | \$        | 20,515.00         |
| Water Fund    | \$        | 34,250.00         |
| Refuse Fund   | \$        | 11,290.00         |
| <b>TOTAL</b>  | <b>\$</b> | <b>347,761.00</b> |

| Divisoin    | Account      | Department                        | Account Description  | Amount                 |
|-------------|--------------|-----------------------------------|----------------------|------------------------|
| <b>9790</b> | <b>49999</b> | <b>General Fund Contingencies</b> | <b>Contingencies</b> | <b>\$ (233,731.00)</b> |
| 1201        | 41001        | Town Manager                      | Salaries Regular     | \$ 3,546.00            |
| 1201        | 42001        | Town Manager                      | FICA                 | \$ 460.00              |
| 1201        | 42002        | Town Manager                      | VRS                  | \$ 784.00              |
| 1202        | 41001        | Human Resource                    | Salaries Regular     | \$ 2,395.00            |
| 1202        | 42001        | Human Resource                    | FICA                 | \$ 713.00              |
| 1202        | 42002        | Human Resource                    | VRS                  | \$ 1,212.00            |
| 1203        | 41001        | Fleet Maintenance                 | Salaries Regular     | \$ 4,960.00            |
| 1203        | 42001        | Fleet Maintenance                 | FICA                 | \$ 475.00              |
| 1203        | 42002        | Fleet Maintenance                 | VRS                  | \$ 815.00              |
| 1204        | 41001        | I/T                               | Salaries Regular     | \$ 2,540.00            |
| 1204        | 42001        | I/T                               | FICA                 | \$ 1,211.00            |
| 1204        | 42002        | I/T                               | VRS                  | \$ 2,055.00            |
| 1214        | 41001        | Finance Admin                     | Salaries Regular     | \$ 3,540.00            |
| 1214        | 42001        | Finance Admin                     | FICA                 | \$ 340.00              |
| 1214        | 42002        | Finance Admin                     | VRS                  | \$ 580.00              |
| 1215        | 41001        | Finance Admin                     | Salaries Regular     | \$ 8,903.00            |
| 1215        | 42001        | Finance Admin                     | FICA                 | \$ 858.00              |
| 1215        | 42002        | Finance Admin                     | VRS                  | \$ 1,459.00            |
| 1222        | 41001        | Purchasing                        | Salaries Regular     | \$ 2,134.00            |
| 1222        | 42001        | Purchasing                        | FICA                 | \$ 206.00              |
| 1222        | 42002        | Purchasing                        | VRS                  | \$ 350.00              |
| 2201        | 41001        | Legal Dept                        | Salaries Regular     | \$ 6,836.00            |
| 2201        | 42001        | Legal Dept                        | FICA                 | \$ 659.00              |
| 2201        | 42002        | Legal Dept                        | VRS                  | \$ 1,120.00            |
| 3101        | 41001        | Police Admin                      | Salaries Regular     | \$ 11,589.00           |
| 3101        | 42001        | Police Admin                      | FICA                 | \$ 1,087.00            |
| 3101        | 42002        | Police Admin                      | VRS                  | \$ 1,929.00            |
| 3102        | 41001        | Police Patrol                     | Salaries Regular     | \$ 44,470.00           |
| 3102        | 42001        | Police Patrol                     | FICA                 | \$ 12,941.00           |
| 3102        | 42002        | Police Patrol                     | VRS                  | \$ 22,964.00           |
| 3103        | 41001        | Police Investigations             | Salaries Regular     | \$ 12,411.00           |
| 3103        | 42001        | Police Investigations             | FICA                 | \$ 1,196.00            |
| 3103        | 42002        | Police Investigations             | VRS                  | \$ 2,033.00            |

|             |              |                                  |                      |           |                    |
|-------------|--------------|----------------------------------|----------------------|-----------|--------------------|
| 3104        | 41001        | Police Services                  | Salaries Regular     | \$        | 34,684.00          |
| 3104        | 42001        | Police Services                  | FICA                 | \$        | 3,344.00           |
| 3104        | 42002        | Police Services                  | VRS                  | \$        | 5,682.00           |
| 3107        | 41001        | Police Task Force                | Salaries Regular     | \$        | 10,557.00          |
| 3107        | 42001        | Police Task Force                | FICA                 | \$        | 1,018.00           |
| 3107        | 42002        | Police Task Force                | VRS                  | \$        | 1,730.00           |
| 4302        | 41001        | General Properties               | Salaries Regular     | \$        | 1,960.00           |
| 4302        | 42001        | General Properties               | FICA                 | \$        | 190.00             |
| 4302        | 42002        | General Properties               | VRS                  | \$        | 320.00             |
| 4305        | 41001        | Horticulture                     | Salaries Regular     | \$        | 3,889.00           |
| 4305        | 42001        | Horticulture                     | FICA                 | \$        | 376.00             |
| 4305        | 42002        | Horticulture                     | VRS                  | \$        | 640.00             |
| 8101        | 41001        | Planning & Zoning                | Salaries Regular     | \$        | 5,655.00           |
| 8101        | 42001        | Planning & Zoning                | FICA                 | \$        | 2,340.00           |
| 8101        | 42002        | Planning & Zoning                | VRS                  | \$        | 2,575.00           |
| <b>9499</b> | <b>49999</b> | <b>Electric Contingencies</b>    | <b>Contingencies</b> | <b>\$</b> | <b>(31,195.00)</b> |
| 9401        | 41001        | Dept of Energy Services          | Salaries Regular     | \$        | 22,150.00          |
| 9401        | 42001        | Dept of Energy Services          | FICA                 | \$        | 2,135.00           |
| 9401        | 42002        | Dept of Energy Services          | VRS                  | \$        | 3,630.00           |
| 9417        | 41001        | Electric Meter Reading           | Salaries Regular     | \$        | 2,603.00           |
| 9417        | 42001        | Electric Meter Reading           | FICA                 | \$        | 251.00             |
| 9417        | 42002        | Electric Meter Reading           | VRS                  | \$        | 426.00             |
| <b>9899</b> | <b>49999</b> | <b>Sewer Contingencies</b>       | <b>Contingencies</b> | <b>\$</b> | <b>(20,515.00)</b> |
| 9502        | 41001        | Sewer Admin                      | Salaries Regular     | \$        | 2,085.00           |
| 9502        | 42001        | Sewer Admin                      | FICA                 | \$        | 200.00             |
| 9502        | 42002        | Sewer Admin                      | VRS                  | \$        | 340.00             |
| 9801        | 41001        | WWTP                             | Salaries Regular     | \$        | 9,930.00           |
| 9801        | 42001        | WWTP                             | FICA                 | \$        | 950.00             |
| 9801        | 42002        | WWTP                             | VRS                  | \$        | 1,635.00           |
| 9802        | 41001        | Sewer Line Maintenance           | Salaries Regular     | \$        | 4,265.00           |
| 9802        | 42001        | Sewer Line Maintenance           | FICA                 | \$        | 410.00             |
| 9802        | 42002        | Sewer Line Maintenance           | VRS                  | \$        | 700.00             |
| <b>9699</b> | <b>49999</b> | <b>Water Contingencies</b>       | <b>Contingencies</b> | <b>\$</b> | <b>(34,250.00)</b> |
| 9501        | 41001        | Water Admin                      | Salaries Regular     | \$        | 1,770.00           |
| 9501        | 42001        | Water Admin                      | FICA                 | \$        | 170.00             |
| 9501        | 42002        | Water Admin                      | VRS                  | \$        | 290.00             |
| 9601        | 41001        | Water Plant                      | Salaries Regular     | \$        | 18,545.00          |
| 9601        | 42001        | Water Plant                      | FICA                 | \$        | 1,785.00           |
| 9601        | 42002        | Water Plant                      | VRS                  | \$        | 3,035.00           |
| 9602        | 41001        | Water Line Maintenance           | Salaries Regular     | \$        | 4,265.00           |
| 9602        | 42001        | Water Line Maintenance           | FICA                 | \$        | 410.00             |
| 9602        | 42002        | Water Line Maintenance           | VRS                  | \$        | 700.00             |
| 9617        | 41001        | Water Meter Reading              | Salaries Regular     | \$        | 2,603.00           |
| 9617        | 42001        | Water Meter Reading              | FICA                 | \$        | 251.00             |
| 9617        | 42002        | Water Meter Reading              | VRS                  | \$        | 426.00             |
| <b>4203</b> | <b>4999</b>  | <b>Solid Waste Contingencies</b> | <b>Contingencies</b> | <b>\$</b> | <b>(11,290.00)</b> |

|             |              |                              |                      |           |                    |
|-------------|--------------|------------------------------|----------------------|-----------|--------------------|
| 4203        | 41001        | Solid Waste                  | Salaries Regular     | \$        | 8,960.00           |
| 4203        | 42001        | Solid Waste                  | FICA                 | \$        | 865.00             |
| 4203        | 42002        | Solid Waste                  | VRS                  | \$        | 1,465.00           |
| <b>4500</b> | <b>49999</b> | <b>Streets Contingencies</b> | <b>Contingencies</b> | <b>\$</b> | <b>(16,780.00)</b> |
| 4102        | 41001        | Non-VDOT Streets             | Salaries Regular     | \$        | 1,535.00           |
| 4102        | 42001        | Non-VDOT Streets             | FICA                 | \$        | 150.00             |
| 4102        | 42002        | Non-VDOT Streets             | VRS                  | \$        | 265.00             |
| 4500        | 41001        | VDOT Streets                 | Salaries Regular     | \$        | 11,075.00          |
| 4500        | 42001        | VDOT Streets                 | FICA                 | \$        | 1,070.00           |
| 4500        | 42002        | VDOT Streets                 | VRS                  | \$        | 1,815.00           |
| 4107        | 41001        | Inspections                  | Salaries Regular     | \$        | 800.00             |
| 4107        | 42001        | Inspections                  | FICA                 | \$        | 20.00              |
| 4107        | 42002        | Inspections                  | VRS                  | \$        | 50.00              |

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## Council Agenda Statement

Item #15

Meeting Date: December 14, 2020

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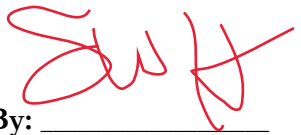
**COUNCIL APPROVAL** – Resolution for Recognition of Service for Nancy LeHew

**Summary:** Council is requested to approve a Resolution recognizing Nancy R. LeHew for close to eleven (11) years of service on the Board of Architectural Review (BAR). Her term ended November 13, 2020 and she has chosen not to continue her service.

**Budget/Funding:** None

**Meetings:** None

**Proposed Motion:** I move that Council approve a Resolution recognizing Nancy R. LeHew for eleven (11) years of service on the Board of Architectural Review (BAR).

Approved By: 

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Moved \_\_\_\_\_ Seconded \_\_\_\_\_

VM Seacock \_\_\_\_\_ Cockrell \_\_\_\_\_ Gillispie \_\_\_\_\_ Holloway \_\_\_\_\_ Meza \_\_\_\_\_ Thompson \_\_\_\_\_



# **RESOLUTION**

**for**

## **RECOGNITION OF SERVICE**

**to**  
**NANCY R. LEHEW**

**August 2009 – November 2020**

**for over 11 years of service and contributions to the Town of Front by  
serving on the Front Royal Board of Architectural Review. Your  
dedicated efforts and influence in the historical district of our  
community are greatly appreciated.**

APPROVED:

\_\_\_\_\_  
Eugene R. Tewalt, Mayor

Attest:

\_\_\_\_\_  
Tina L. Presley, Acting Clerk of Council

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THIS RESOLUTION was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on December 14, 2020 upon the following recorded vote:

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

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Approved as to Form and Legality:

\_\_\_\_\_  
Douglas W. Napier, Town Attorney

Dated: \_\_\_\_\_