# REGULAR TOWN COUNCIL MEETING

Monday, November 22, 2021 @ 7:00pm in Warren County Government Center

1. MOMENT OF SILENCE
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF MINUTES – *I move that Council approve the Work Session Minutes of October 14th and October 19th; and Regular Meeting Minutes of October 25th, 2021, as presented.*

5. ADDITION/DELETION OF ITEMS FROM THE AGENDA

6. RECOGNITIONS/AWARDS/REPORTS–
   - Recognition of Retirement for William "Billy" D. Sears, Sign Tech in Streets Division of Public Works
   - Recognition of Captain Crystal Cline for Graduation from the Southern Police Institute
   - Recognition of Service on Board of Architectural Review for Andrea White

7. PUBLIC HEARINGS - None
8. PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS

9. REPORTS
   a. Report of Town Manager
   b. Report of Councilmembers
   c. Report of the Mayor

10. CONSENT AGENDA ITEMS - *I move that Council approve the Consent Agenda as presented.*
    *[Items removed for further discussion will be placed as the first item under Business Items. Unanimous vote is not required to move]*
    A. FY22 Budget Amendment for Virginia Department of Forestry Grant - *BJ Wilson*
    B. FY22 Budget Amendment and Interfund Transfer for Bonuses – *BJ Wilson*
    C. FY22 Budget Amendment to Accept Local Law Enforcement Block Grant – *BJ Wilson*
    D. Request for Waiver of License Tax to Sell Christmas Trees – Boy Scout Troop 52 - *BJ Wilson*
    E. Request for Waiver of BAR Review Fee for a Certificate of Appropriateness to Paint a Mural to at N. Royal Avenue and Main Street – *Lauren Kopishke*
    F. HEPTAD Request for One-Year Extension to Submit Development Plan – *Lauren Kopishke*
    G. Contract Modification Attachment D Professional Engineering Services Between Owner and Engineer for Services Related to Sanitary Sewer Inflow and Infiltration Abatement Proposed CCTV Subcontract Services During December 2020-April 2022 Contract Period – *BJ Wilson*
    H. Proposal for Centrifuge Conversion Preliminary Engineering Report – WWTP – *BJ Wilson*
    I. Two Resolutions to Participate in Both National and Virginia Opioid Settlement Agreement and Memorandum of Understanding (MOU) – *Doug Napier*
    J. Resolution Recognizing Years of Service on Board of Architectural Review for Andrea White

11. BUSINESS ITEMS
    A. Board of Zoning Appeals Nomination
    B. Refer to Planning Commission – Short-Term Rental Text Amendments – *Lauren Kopishke*
    C. Request from Warren Memorial Hospital for a Five (5) Year Extension of a Storm Water Management Easement at its Former Hospital Property on N. Shenandoah Avenue – *Doug Napier*

12. CLOSED MEETING – Board/Committees Updates, Investment of Public Funds, Consultation with Legal Counsel

# TOWN COUNCIL WORK SESSION MINUTES

Tuesday, October 14th, 2021 at 7:00 PM
Town Hall Conference Room

Resolution to adopt Empower Retirement 457(b) Plan Document, Deferred Compensation Plan – Council all agreed to add the Resolution to the consent agenda for their next regular meeting.

Resolution for VDOT Revenue Sharing Application for 8th Street Bridge Replacement – Public Works Director Robbie Boyer reviewed the 8th Street Bridge Replacement Project, citing that the bridge was originally built in 1965. Councilman Gillispie asked if the bridge would be raised. Mr. Boyer confirmed that it would be fluish with the road. Council all agreed to add the Resolution to the consent agenda for their next regular meeting.

FY22 Budget Amendment & Awarding Urgent Sanitary Sewer Point Repairs – Finance Director BJ Wilson explained that the proposed budget amendment for urgent sanitary sewer point repairs was available through funding received from the American Rescue Plan Act (ARPA). He added that the amendment would require a public hearing because the total exceeded one percent of the Town's Budget.

Councilman Gillispie asked where the repairs would be taking place. Public Works Director, Robbie Boyer, noted that repairs were needed throughout Town. Council all agreed to schedule the public hearing and move forward with approval.

FY22 Budget Amendment for Outstanding Purchase Orders – Finance Director BJ Wilson noted that the proposed amendment for outstanding purchase orders was a "housekeeping item." Council all agreed to add the amendment to the agenda for approval at their next regular meeting.

Ordinance Amendment to Increase Number of Chickens in Town Limits – Planning and Zoning Director Lauren Kopishke explained that the Town currently had 38 active Urban Agriculture Permits and Town Code requires yearly inspections by the Code Enforcement Officer. She recommended tabling the discussion until staff had the opportunity to catch up on their outstanding Urban Agricultural Inspections and complete an analysis. She noted that most localities allow up to six, sometimes eight, chickens.

Councilman Lloyd asked if there were any state laws. Ms. Kopishke said she could investigate further. Vice Mayor Cockrell stated that Council should make sure to consider whether the Town has the manpower to accommodate the change. Councilman Lloyd said that he believed the required inspections were originally included in the ordinance with good intentions, but that Council should review whether they are necessary.

Continued Discussion of Short-Term Rentals – Planning and Zoning Director Lauren Kopishke noted that the Town did not currently allow short-term rentals, but that most surrounding localities did. She recommended including short-term rentals in the Town's Comprehensive Plan rewrite to get citizen input. Finance Director BJ Wilson added that the state would be starting to tax short-term rental companies, like Airbnb. Councilman McFadden added that if the Town started to receive short-term rental tax revenue from the state, they would know that there are some already in operation.

Councilman Thompson stated her wish to 'fast track' the required changes to allow short-term rentals. She noted that Warren County already had a process in place and wondered if Town Staff could model an ordinance after it. Councilman McFadden agreed and stated that having short-term rental options was an important piece of Tourism.

Open Discussion – There was none.

Mayor adjourned the work session at 7:43 P.M. and Council began their Closed Meeting

Closed Meeting – Personnel, Consultation with Legal Counsel, and Investment of Public Funds

> *Vice Mayor Cockrell moved, seconded by Councilman Gillispie, that Town Council go into Closed Meeting pursuant to Section 2.2-3711.A. of the Code of Virginia for the following reasons:*
>
> *(1) Consultation with legal counsel employed or retained by a Town Council regarding specific legal matters requiring the provision of legal advice by such counsel, specifically, to discuss contractual and programic matters related to a contract:*
>
>> *(a) with an existing operating entity located inside the corporate limits of the Town, which the Town is considering becoming a party with and the Town wishes to consider its legal options, pursuant to Subsection A. 8.*
>>
>> *(b) with another existing agreement the Town is already a party to which has become problematic and the Town wishes to consider its legal options, pursuant to Subsection A. 8.*
>
> *(2) Discussion or consideration of the investment of public funds, in an on-going Town project, where competition or bargaining is involved, where, if made public initially, the financial interest of the Town would be adversely affected, pursuant to Subsection A. 6.*
>
> *(3) The discussion, consideration, or interviews of prospective candidates for appointment to boards for which Town Council has the power of appointment, as well as the assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of the Town, pursuant to Subsection A.1. of that Code.*

Vote: Yes – Councilmen Cockrell, Gillispie, Lloyd, McFadden & Thompson
No – N/A
Abstain – N/A
Absent – N/A
ROLL CALL

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

Vote: Yes – Mayor Holloway, Councilmen Cockrell, Gillispie, Lloyd, McFadden & Thompson
No – N/A
Abstain – N/A
Absent – N/A
ROLL CALL

PRESENT: Mayor Holloway, Vice Mayor Cockrell, Councilmen Gillispie, Lloyd, McFadden & Thompson, Town Manager Steven Hicks, Assistant Town Manager Kathleen Leidich, Finance Director BJ Wilson, Public Works Director Robbie Boyer, Director of Human Resources Dale Losee, Risk Manager Laura McIntosh, Director of Planning and Zoning Lauren Kopishke and Deputy Clerk of Council Mary Ellen Lynn.

Approved by Town Council

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

# TOWN COUNCIL WORK SESSION WITH SUMMIT DESIGN MINUTES

Tuesday, October 19, 2021, at 6:30 PM
Town Hall Conference Room

Tonight's Work Session was to discuss with the Town's consultant Summit Design, the rewrite of the Town's Comprehensive Plan and Update to the Town's Zoning and Subdivision Ordinances.

Mayor Holloway welcomed everyone. Assistant Town Manager Kathy Leidich introduced Anne Darby of Summit Design. Ms. Darby reviewed the presentation [Town of Front Royal Comprehensive Plan Update – October 19, 2021] with Council. This presentation included 1) Review of the Project Schedule Comprehensive Plan + Zoning Ordinance Update; 2) Guide for Success + Review of Planning Basics; 3) Themes for the Plan to Address and 4) Town Council's Feedback. She noted that the process would take approximately 18 months, nine months on Comprehensive Plan and nine months on the Zoning and Subdivision Ordinances Update.

Director of Planning and Community Development Kopishke continued review of the presentation that included 1) Vision and Core Values; 2) Why Vision and Core Values?; 3) Core Values; 4) Implementation Strategies. Town Manager Hicks suggested that council "throw out" what they would like to see addressed and gave various scenarios. Council began voicing their suggestions as well as their likes and dislikes. Ms. Darby encouraged and asked questions on their various suggestions and focuses.

Town Manager Hicks ended the meeting by highlighting Council's suggestions. Ms. Darby reminded Council that tonight's meeting was a great start and not everything was planned to be covered in one night. She encouraged them to speak with their constituents about the comprehensive plan and email any ideas or thoughts to Ms. Kopishke.

The Meeting was adjourned at 7:45. Materials from tonight's meeting may be found in the Planning and Zoning Office.

PRESENT: Mayor Holloway, Vice Mayor Cockrell, Councilmen Gillispie, Lloyd, and Thompson, Town Manager Steven Hicks, Town Attorney Doug Napier, Clerk of Council Tina Presley, Assistant Town Manager Kathleen Leidich, Finance Director BJ Wilson, Director of Planning and Community Development Lauren Kopishke, Public Works Director Robbie Boyer, IT Director Grant Autry, Anne Darby of Summit Design and Assistant and member of the press Tom Sayre.

ABSENT: Councilman McFadden

Approved by Town Council

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

# TOWN COUNCIL REGULAR MEETING MINUTES

October 25, 2021 @ 7:00PM in Warren County Government Center

The following minutes are a summary of items on the agenda. This meeting may be viewed in its entirety by accessing the video of the same date online via the Town's website at www.frontroyalva.com.

Moment of Silence
Pledge of Allegiance was led by Councilman McFadden

ROLL CALL PRESENT: Mayor Chris W. Holloway
Vice Mayor Lori A. Cockrell
Councilman E. Scott Lloyd
Councilman Joseph E. McFadden
Councilman Letasha T. Thompson

ABSENT: Councilman Gary L. Gillispie

APPOINTED STAFF PRESENT: Town Manager Steven W. Hicks
Town Attorney Douglas W. Napier
Clerk of Council Tina L. Presley

APPROVAL OF MINUTES – *Vice Mayor Cockrell moved, seconded by Councilman McFadden that Council approve the Work Session Minutes of September 13th, Regular Meeting Minutes of September 27th, Audit/Finance Committee Meeting Minutes and Work Session Minutes of October 12th and Special Meeting Minutes of October 13th, as presented.*

Vote: Yes – Vice Mayor Cockrell, Councilmen Lloyd, McFadden, and Thompson
No – N/A
Absent – Councilman Gillispie
Abstain – N/A ROLL CALL

ADDITION/DELETION OF ITEMS FROM THE AGENDA – None

RECOGNITIONS/AWARDS/REPORTS –
Brandon Davis, Executive Director of the Northern Virginia Shenandoah Valley Regional Commission gave a report including new developments on the Rail to Trail Project. He encouraged Council to visit the website for more information on the progressing project at https://shenandoahalliance.org/project/shenandoah-rail-trail-partnership/.

PUBLIC HEARINGS

A. FY2022 Budget Amendment and Award for Sanitary Sewer Point Repairs

Mayor Holloway opened the public hearing. No one spoke and the public hearing was closed.

***Vice Mayor Cockrell moved, seconded by Councilman Thompson that Council approve a FY2022 Budget Amendment in the amount of $2,052,087.98 and approve an award contract to Snyder Environmental Services, Inc. in the same amount for urgent sanitary sewer point repairs.***

Vote: Yes – Vice Mayor Cockrell, Councilmen Lloyd, McFadden, and Thompson
No – N/A
Absent – Councilman Gillispie
Abstain – N/A ROLL CALL

B. FY2022 Budget Amendment for Outstanding Purchase Orders

Mayor Holloway opened the public hearing. No one spoke and the public hearing was closed.

***Councilman McFadden moved, seconded by Councilman Thompson that Council approve a FY2022 Budget Amendment in the amount of $11,351,303.86 to carry forward unpaid balances on purchase orders not completed as of June 30, 2021, and to carry funds forward to fiscal year 2022, as presented.***

Vice Mayor Cockrell clarified that this was money already budgeted but not yet spent as of June 30, 2021.

Vote: Yes – Vice Mayor Cockrell, Councilmen Lloyd, McFadden, and Thompson
No – N/A
Absent – Councilman Gillispie
Abstain – N/A ROLL CALL

PUBLIC COMMENTS (COMMENTS NOT RELATED TO PUBLIC HEARINGS)

Craig Anderson, 110 Sunset Lane, Linden, VA, referenced and left with the Clerk of Council a June 2020 New York Post article “Black Lives Matter Co-Founder Describes Herself as Trained Marxist” encouraging Council to read.

REPORTS

A. Town Manager Report – Steven Hicks advised that Council’s Work Session will be held on November 8th. Town Hall’s new hours, beginning November 1st, will be 8:00am – 4:30pm with a news release being distributed tomorrow. All Town business offices will be closed for Veterans Day on November 11th. Vice Mayor Cockrell asked that Mr. Hicks update Council on how the new hours are working out.

B. Town Council Reports

Councilman McFadden advised that he volunteered at the Visitor Center over the weekend due to the shortage of staff and noted the many visitors from various states who were staying in short-term rentals.

Vice Mayor Cockrell advised that Hometown Halloween, which the Town is a co-sponsor, would be held this weekend on Sunday, October 31st from 4:00pm – 8:00pm in Downtown Front Royal. Clerk of Council Presley confirmed that there are other events being planned for 12:00pm at the Gazebo.

Councilman Lloyd gave an update on the Ministerial Association and Sister City status.

C. Mayor Report – None

CONSENT AGENDA ITEMS

A. Resolution to Adopt Empower Retirement Plan Document
***Council approved a resolution for the Empower Retirement 457(b) Deferred Compensation Plan and approve the plan amendment fee due Empower Retirement of $300, as presented. I further move that Council directs the Town Manager to execute the plan document(s).***

B. Resolution for VDOT Revenue Sharing Application for 8th Street Bridge Replacement
***Council approved a Resolution for the Virginia Department of Transportation (VDOT) Revenue Sharing Application for the 8th Street Bridge Replacement as presented.***

***Vice Mayor Cockrell moved seconded by Councilman Thompson to approve the Consent Agenda, as presented.***

Vote: Yes – Vice Mayor Cockrell, Councilmen Lloyd, McFadden, and Thompson
No – N/A
Absent – Councilman Gillispie
Abstain – N/A ROLL CALL

BUSINESS ITEMS
A. Appointment and Re-Appointment to the Board of Architectural Review

***Vice Mayor Cockrell moved, seconded by Councilman McFadden, that Council appoint Katherine Snyder to the Board of Architectural Review to a four-year term beginning November 13, 2021, and ending November 13, 2025. Vice Mayor Cockrell further moved seconded by Councilman McFadden that council re-appoint Gary Vaughn to the Board of Architectural Review to another four-year term ending November 13, 2025.***

Vote: Yes – Vice Mayor Cockrell, Councilmen Lloyd, McFadden, and Thompson
No – N/A
Absent – Councilman Gillispie
Abstain – N/A ROLL CALL

B. Bid Award for Operations Plan and Drought Management Plan

***Councilman McFadden moved, seconded by Councilman Thompson that Council approve a bid award to CHA Consulting in the amount of $23,950.00 for the successful completion of an Operations Plan and Drought Management Plan as requested from the Water Treatment Plant.***

Vote: Yes – Vice Mayor Cockrell, Councilmen Lloyd, McFadden, and Thompson
No – N/A
Absent – Councilman Gillispie Abstain – N/A ROLL CALL

C. Bid Contract Award for Snow Removal for the FY22 Winter Season

***Councilman McFadden moved, seconded by Councilman Thompson that Council approve the bid contract award to Timber Works LLC for the snow removal services for the FY22 winter season based on the mobilization fees at the beginning and end of the season: $125 per hour for each 7.5 snowplow and $125 per hour for each skid steer loader.***

Town Manager Hicks clarified that this was supplement workforce in the case of a large snow event as well as when the Town is understaffed with CDL drivers.

Vote: Yes – Vice Mayor Cockrell, Councilmen Lloyd, McFadden, and Thompson
No – N/A
Absent – Councilman Gillispie
Abstain – N/A ROLL CALL

D. Award for Sole Source Purchase of Goods and Services to Replace Three (3) Raw Water Pumps
***Councilman Lloyd moved, seconded by Councilman McFadden that Council approve the sole source purchase of goods and services to replace three (3) raw water pumps at the Luray Avenue Pump Station from Flomec, Inc. in the amount of $316,860.00.***

Vote: Yes – Vice Mayor Cockrell, Councilmen Lloyd, McFadden, and Thompson
No – N/A
Absent – Councilman Gillispie
Abstain – N/A ROLL CALL

E. Bid Award for De-Icing Road Salt

***Councilman McFadden moved, seconded by Vice Mayor Cockrell that Council approve the bid award for de-icing road salt to Morton Salt, Inc. at $79.61 per ton.***

Vote: Yes – Vice Mayor Cockrell, Councilmen Lloyd, McFadden, and Thompson
No – N/A
Absent – Councilman Gillispie
Abstain – N/A ROLL CALL

<u>CLOSED MEETING</u> –

*Vice Mayor Cockrell moved, seconded by Councilman Thompson that Town Council go into Closed Meeting pursuant to Section 2.2-3711.A. of the Code of Virginia for the 1) discussion, consideration, or interviews of prospective candidates for appointment to boards for which Town Council has the power of appointment, as well as the assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of the Town, pursuant to Subsection 1. of that Code; and 2) with respect to a commercial/industrial enterprise outside the Town's corporate limits that is being requested the Town furnish public utilities to, pursuant to Section 2.2-3711. of the Code of Virginia, as follows: The discussion of the award of a public contract involving the expenditure of public funds, and discussion of the terms or scope of such contract, where discussion in an Open Meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711. A. 29. of the Code of Virginia.*

Vote: Yes – Vice Mayor Cockrell, Councilmen Lloyd, McFadden, and Thompson
No – N/A
Absent – Councilman Gillispie
Abstain – N/A ROLL CALL

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

Vote: Yes – Mayor Holloway, Vice Mayor Cockrell, Councilmen Lloyd, McFadden, and Thompson
No – N/A
Absent – Councilman Gillispie
Abstain – N/A ROLL CALL

Approved by Town Council

Date: ____________________

# Council Consent Agenda Statement

**Item # 10A**

# Meeting Date: November 22, 2021

**Agenda Item:** FY22 Budget Amendment for Virginia Department of Forestry Grant

**Summary:** Council is requested to approve a FY22 Budget Amendment in the amount of $2,090.00 to receive grant funds from the Virginia Department of Forestry to be used for the Playground Shade Trees at Gertrude E. Miller Community Park.

| | | | |
|---|---|---|---|
| **Budget/Funding**: | 1000-3310010 | General Fund Grant Proceeds | $2,090.00 |
| | 4305-47974 | Horticulture Beautification Projects | $2,090.00 |

**Meetings:** Work Session held November 8, 2021

*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 FY22 Budget Amendment in the amount of $2,090.00 to receive grant funds from the Virginia Department of Forestry to be used for the Playground Shade Trees at Gertrude E. Miller Community Park.

***Moved*** ___________________ ***Seconded*** ___________________

***Cockrell*** ____________ ***Gillispie*** ____________ ***Lloyd*** ____________ ***McFadden*** _________________ ***Thompson*** __________

Rob Farrell
State Forester

# COMMONWEALTH of VIRGINIA

## Department of Forestry

900 Natural Resources Drive, Suite 800 ● Charlottesville, Virginia 22903
(434) 977-6555 ● Fax: (434) 296-2369 ● www.dof.virginia.gov

September 30, 2021

Justin Proctor
Town of Front Royal
1155 Fox Drive
Front Royal, VA 22630

**Re: Playground Shade Trees at Gertrude E. Miller Community Park– 21VTCW53**

Dear Mr. Proctor,

On behalf of the Virginia Department of Forestry, with funds from USFS Chesapeake Bay Watershed Forestry Program, VA DCR's Water Quality Improvement Funds and VA DEQ CB Rapp Funds, it is my pleasure to notify you that a grant for **$2,090.00** has been awarded to the **Town of Front Royal** for the *Playground Shade Trees at Gertrude E. Miller Community Park* project. This award represents a **full** award of your original request. Your project has been assigned number **21VTCW53.** Please include this number in any future correspondence regarding this grant.

Attached is paperwork that is required to **activate** the grant. Please fill out and return within 30 days of the date of this letter. If your paperwork is not received in this time period, funds will be awarded to another project (we will allow an extension if you notify us with valid reason for the delay.)

Also, attached is a Request for Reimbursement form that must be submitted for all approved project expenses. Please read the instructions provided for completing the form. Also please read the Memorandum of Agreement that describes your record keeping and expense documentation responsibilities. We cannot reimburse your organization for expenses without proper expense documentation! ***Please remember to include your grant award #21VTCW53 on all documentation.***

Upon completion of your project, please ensure that the information is recorded in the 'My Tree Counts' application. The app can be found on the VDOF website or by visiting the following link - https://arcg.is/WryDG. Final reimbursements will not be issued until the project is logged and inspected via the Tree Count application.

If you have any questions or need further assistance, please feel free to contact me at 434.220.9185 or by email at lara.johnson@dof.virginia.gov or Molly O'Liddy at 434-220-9041 or by email at molly.oliddy@dof.virginia.gov. Congratulations on your grant award and I wish you every success in the implementation of your project!

Sincerely,

*Lara Johnson*

Urban and Community Forestry Program Manager

c: 21VTCW53

# Council Consent Agenda Statement

**Item # 10B**

## Meeting Date: November 22, 2021

**Agenda Item:** FY22 Budget Amendment & Interfund Transfer for Bonuses

**Summary:** Council is requested to approve a FY22 Budget Amendment Totaling $476,617 and Interfund Budget Transfers totaling $216,635 to allocate funds to allow a bonus in the amount of $3,096 to be processed with the December 8, 2021, payroll, to show appreciation for their hard work, efforts, dedication, and support during the COVID-19 health pandemic. The one-time bonus amount of $3,096.00 per employee will allow estimated take home pay of $2,000 per employee which accounts for 22% federal tax, 6.2% social security tax, 1.45% Medicare tax, and 5.75% Virginia state tax.

Town Employees Eligible for bonus shall:

-be employed by the Town prior to July 1st, 2021 (disqualifies probationary employees)
-be employed by the Town as of December 8, 2021
-Exclude employees classified as seasonal, boards, council, or commissions

**Budget/Funding:** SEE ATTACHED PAGES

**Meetings:** Council Work Session held Monday, November 8, 2021

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

**Proposed Motion:** **I moved that Council approve a FY22 Budget Amendment in the amount of $476,617 and Interfund Budget Transfer totaling $216,635 to allocate funds to allow a one-time bonus in the amount of $3,096 to be distributed to eligible employees on December 8, 2021, to show appreciation for their hard work, efforts, dedication, and support during the COVID-19 health pandemic.**

**Approved By:** _______________

***Moved*** ___________________ ***Seconded*** ___________________

***Cockrell*** ____________ ***Gillispie*** ____________ ***Lloyd*** ____________ ***McFadden*** __________ ***Meza*** ____________ ***Thompson*** __________

# BUDGET AMENDMENT

| DIVISION | ACT# | DEPARTMENT | LINE ITEM | AMOUNT |
|---|---|---|---|---|
| 1000 - | 3510110 | GENERAL FUND | APPROPRIATED FUNDS FORWARD | $ 476,617.00 |
| 1102 - | 41001 | CLERK OF COUNCIL | SALARIES REGULAR | $ 592.00 |
| 1102 - | 42001 | CLERK OF COUNCIL | FICA | $ 45.00 |
| 1201 - | 41001 | TOWN MANAGER | SALARIES REGULAR | $ 5,913.00 |
| 1201 - | 41003 | TOWN MANAGER | SALARIES PARTIME | $ 3,096.00 |
| 1201 - | 42001 | TOWN MANAGER | FICA | $ 690.00 |
| 1202 - | 41001 | MANAGEMENT SERVICES | SALARIES REGULAR | $ 3,251.00 |
| 1202 - | 42001 | MANAGEMENT SERVICES | FICA | $ 249.00 |
| 1203 - | 41001 | AUTOMOTIVE/MOTOR POOL | SALARIES REGULAR | $ 16,100.00 |
| 1203 - | 42001 | AUTOMOTIVE/MOTOR POOL | FICA | $ 1,233.00 |
| 1204 - | 41001 | OFFICE OF INFO TECHNOLOGY | SALARIES REGULAR | $ 3,096.00 |
| 1204 - | 42001 | OFFICE OF INFO TECHNOLOGY | FICA | $ 237.00 |
| 1205 - | 41003 | OFFICE OF TOURISM | SALARIES PARTIME | $ 9,288.00 |
| 1205 - | 42001 | OFFICE OF TOURISM | FICA | $ 711.00 |
| 1214 - | 41001 | FINANCIAL - ADMIN | SALARIES REGULAR | $ 6,192.00 |
| 1214 - | 42001 | FINANCIAL - ADMIN | FICA | $ 474.00 |
| 1215 - | 41001 | FINANCIAL - CUSTOMER SERV | SALARIES REGULAR | $ 18,421.00 |
| 1215 - | 42001 | FINANCIAL - CUSTOMER SERV | FICA | $ 1,410.00 |
| 1222 - | 41001 | PURCHASING | SALARIES REGULAR | $ 3,096.00 |
| 1222 - | 42001 | PURCHASING | FICA | $ 237.00 |
| 2201 - | 41001 | TOWN ATTORNEY | SALARIES REGULAR | $ 9,288.00 |
| 2201 - | 42001 | TOWN ATTORNEY | FICA | $ 711.00 |
| 3101 - | 41001 | POLICE - ADMINISTRATIVE | SALARIES REGULAR | $ 15,480.00 |
| 3101 - | 42001 | POLICE - ADMINISTRATIVE | FICA | $ 1,185.00 |
| 3102 - | 41001 | POLICE - PATROL | SALARIES REGULAR | $ 65,016.00 |
| 3102 - | 42001 | POLICE - PATROL | FICA | $ 4,977.00 |
| 3103 - | 41001 | POLICE - INVESTIGATIONS | SALARIES REGULAR | $ 18,576.00 |
| 3103 - | 42001 | POLICE - INVESTIGATIONS | FICA | $ 1,422.00 |
| 3104 - | 41001 | POLICE - SERVICES | SALARIES REGULAR | $ 27,864.00 |
| 3104 - | 42001 | POLICE - SERVICES | FICA | $ 2,133.00 |
| 3106 - | 41001 | POLICE - GANG | SALARIES REGULAR | $ 3,096.00 |
| 3106 - | 42001 | POLICE - GANG | FICA | $ 237.00 |
| 3107 - | 41001 | DRUG & GANG ENFORCEMENT | SALARIES REGULAR | $ 9,288.00 |
| 3107 - | 42001 | DRUG & GANG ENFORCEMENT | FICA | $ 711.00 |
| 4302 - | 41001 | GENERAL PROPERTIES | SALARIES REGULAR | $ 3,561.00 |
| 4302 - | 41003 | GENERAL PROPERTIES | SALARIES PARTIME | $ 3,096.00 |
| 4302 - | 42001 | GENERAL PROPERTIES | FICA | $ 510.00 |
| 4305 - | 41001 | HORTICULTURE PROGRAMS | SALARIES REGULAR | $ 7,896.00 |
| 4305 - | 42001 | HORTICULTURE PROGRAMS | FICA | $ 605.00 |
| 8101 - | 41001 | PLANNING & ZONING OFFICE | SALARIES REGULAR | $ 9,288.00 |
| 8101 - | 42001 | PLANNING & ZONING OFFICE | FICA | $ 711.00 |
| 9790 | 49006 | GF TRANSFER TO STREET | | $ 46,998.00 |
| 9790 | 49016 | GF TRANSFER TO ELECTRIC | | $ 51,323.00 |
| 9790 | 49017 | GF TRANSFER TO WATER | | $ 44,490.00 |
| 9790 | 49018 | GF TRANSFER TO SEWER | | $ 36,159.00 |
| 9790 | 49019 | GF TRANSFER TO REFUSE | | $ 37,665.00 |

## INTERFUND TRANSFER

| | | | | |
|---|---|---|---|---|
| 9401 - | 3240407 | ELECTRIC TRANSFER FROM | GENERAL FUND | $ 51,323.00 |
| 9401 - | 41001 | DEPT OF ENERGY RESOURCES | SALARIES REGULAR | $ 43,031.00 |
| 9401 - | 42001 | DEPT OF ENERGY RESOURCES | FICA | $ 3,294.00 |
| 9417 - | 41001 | METER READING - ELECTRIC | SALARIES REGULAR | $ 4,644.00 |
| 9417 - | 42001 | METER READING - ELECTRIC | FICA | $ 354.00 |
| | | | | |
| 9601 - | 3240407 | WATER FUND TRANSFER FROM | GENERAL FUND | $ 44,490.00 |
| 9501 - | 41001 | WATER - ADMINISTRATION | SALARIES REGULAR | $ 3,405.00 |
| 9501 - | 42001 | WATER - ADMINISTRATION | FICA | $ 259.00 |
| 9601 - | 41001 | WATER TREATMENT PLANT | SALARIES REGULAR | $ 26,316.00 |
| 9601 - | 42001 | WATER TREATMENT PLANT | FICA | $ 2,015.00 |
| 9602 - | 41001 | WATER LINE MAINTENANCE | SALARIES REGULAR | $ 6,966.00 |
| 9602 - | 42001 | WATER LINE MAINTENANCE | FICA | $ 531.00 |
| 9617 - | 41001 | METER READING - WATER | SALARIES REGULAR | $ 4,644.00 |
| 9617 - | 42001 | METER READING - WATER | FICA | $ 354.00 |
| | | | | |
| 9801 - | 3240407 | SEWER FUND TRANSFER FROM | GENERAL FUND | $ 36,159.00 |
| 9502 - | 41001 | SEWER ADMINISTRATION | SALARIES REGULAR | $ 3,405.00 |
| 9502 - | 42001 | SEWER ADMINISTRATION | FICA | $ 259.00 |
| 9801 - | 41001 | WASTEWATER TREATMENT PLNT | SALARIES REGULAR | $ 23,220.00 |
| 9801 - | 42001 | WASTEWATER TREATMENT PLNT | FICA | $ 1,778.00 |
| 9802 - | 41001 | SEWER LINE MAINTENANCE | SALARIES REGULAR | $ 6,966.00 |
| 9802 - | 42001 | SEWER LINE MAINTENANCE | FICA | $ 531.00 |
| | | | | |
| 4203 - | 3240407 | REFUSE FUND TRANSFER FROM | GENERAL FUND | $ 37,665.00 |
| 4203 - | 41001 | REFUSE FUND | SALARIES REGULAR | $ 28,794.00 |
| 4203 - | 41003 | REFUSE FUND | SALARIES PARTIME | $ 6,192.00 |
| 4203 - | 42001 | REFUSE FUND | FICA | $ 2,679.00 |
| | | | | |
| 4500 - | 3240407 | STREET FUND TRANSFER FROM | GENERAL FUND | $ 46,998.00 |
| 4102 - | 41001 | HWY, BRIDGES & SIDEWALKS | SALARIES REGULAR | $ 4,804.00 |
| 4102 - | 42001 | HWY, BRIDGES & SIDEWALKS | FICA | $ 371.00 |
| 4107 - | 41001 | TRAFFIC ENGINEERING | SALARIES REGULAR | $ 2,168.00 |
| 4107 - | 42001 | TRAFFIC ENGINEERING | FICA | $ 166.00 |
| 4500 - | 41001 | HIGHWAY MAINTENANCE | SALARIES REGULAR | $ 36,684.00 |
| 4500 - | 42001 | HIGHWAY MAINTENANCE | FICA | $ 2,805.00 |

# Council Consent Agenda Statement

**Item # 10C**

# Meeting Date: November 22, 2021

**Agenda Item:** FY22 Budget Amendment to Accept Local Law Enforcement Block Grant

**Summary:** Council is requested to a approve a budget amendment in the amount of $2,690 to accept a Local Law Enforcement Block Grant from the Virginia Department of Criminal Justices Services – Byrne Justice Assistance Grant Program (BJAG) to strengthen Crime Control.

| | | | |
|---|---|---|---|
| **Budget/Funding**: | 1000-3310010 | General Fund Grant Proceeds | $2,690 |
| | 3108-45409 | Police Emergency Services – Police Supplies | $2,690 |

**Meetings:** Work Session held November 8, 2021

*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 budget amendment in the amount of $2,690 to accept a Local Law Enforcement Block Grant from the Virginia Department of Criminal Justices Services – Byrne Justice Assistance Grant Program (BJAG) to strengthen Crime Control.

***Moved*** ___________________ ***Seconded*** ___________________

***Cockrell*** ____________ ***Gillispie*** ____________ ***Lloyd*** ____________ ***McFadden*** _________________ ***Thompson*** __________

# Council Consent Agenda Statement

**Item # 10D**

## Meeting Date: November 22, 2021

**Agenda Item:** Request for Waiver of License Tax to Sell Christmas Trees – Boy Scout Troop 52

**Summary:** Council has received a request from Pamela Thompson, representative of Boy Scout Troop 52, seeking a waiver of the $100.00 license tax associated with the selling of Christmas trees during the holiday season as permitted by Front Royal Town Code Section 96-61.A.5.b. Town Council, at their work session held on November 8, 2021 agreed to the waiver and to the extension of the waiver for (5) years, ending November 22, 2026.

**Budget/Funding**:

**Meetings:** Work Session held November 8, 2021

*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 waiver of the $100.00 license tax associated with selling Christmas trees during the holiday season to Boy Scout Troop 52 as permitted by Front Royal Town Code Section 98-61A.5.b. and to extend the waiver for 5 (five) years beginning November 22, 2021 and ending December 31, 2026.

***Moved*** ___________________ ***Seconded*** __________________

***Cockrell*** ____________ ***Gillispie*** ____________ ***Lloyd*** ____________ ***McFadden*** _________________ ***Thompson*** __________

**Boy Scout Troop 52**
**Front Royal United Methodist Church**
**c/o 59 S Charles Street**
**Front Royal, VA 22630**

September 18, 2021

Town Council, Town of Front Royal
P.O. Box 1560
Front Royal, VA 22630-1560

Your Honors,

Boy Scout Troop 52 of Front Royal hereby petitions the Town Council of Front Royal, Virginia for a waiver of the license tax applied to fireworks and Christmas tree vendors, Front Royal Town Code, Section 98-61, Subsection A(5).

Boy Scout Troop 52 is a non-profit civic organization whose annual Christmas tree sales provide in large part the funds necessary to sustain the group through the following year. Boy Scout Troop 52 has been engaged in selling locally grown fresh cut Christmas trees and wreaths in Front Royal for well over a quarter century. All the proceeds from this sale goes to the benefit of the youth of our community in the scouting programs of the Boys Scouts of America.

The Town Council's attention to this request for a waiver of the license tax is once again greatly appreciated by all of us in the Troop 52 scouting family.

Sincerely,

Pamela F. Thompson
Troop Committee Member
For the Scoutmaster and Troop Committee
Boy Scout Troop 52

# Council Consent Agenda Statement

**Item # 10E**

# Meeting Date: November 22, 2021

Agenda Item: Request for Waiver of BAR Review Fee for a Certificate of Appropriateness to Paint a Mural to at N. Royal Avenue and Main Street – Melissa Ichiuji

Summary: Council is requested to approve the waiver of a Board of Architectural Review (BAR) Fee of $100.00 for a Certificate of Appropriateness Application received by Melissa Ichiuji to paint a temporary mural to serve as a construction barrier at the corner of N. Royal Avenue and Main Street adjacent to the former Afton Inn property.

Budget/Funding: None

Meetings: Work Session held November 8, 2021

*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 waiver of a Board of Architectural Review (BAR) Fee of $100.00 for a Certificate of Appropriateness Application received by Melissa Ichiuji to paint a temporary mural to serve as a construction barrier at the corner of N. Royal Avenue and Main Street adjacent to the former Afton Inn property.

***Moved*** ___________________ ***Seconded*** ___________________

***Cockrell*** ____________ ***Gillispie*** ____________ ***Lloyd*** ____________ ***McFadden*** __________________ ***Thompson*** __________


Melissa Ichiuji Studio copyright 2021


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# Council Consent Agenda Statement

**Item # 10F**

## Meeting Date: November 22, 2021

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: None

Meetings: Work Session held November 8, 2021

*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 for one (1) year ending December 3, 2022.

***Moved*** ___________________ ***Seconded*** ___________________

***Cockrell*** ____________ ***Gillispie*** ____________ ***Lloyd*** ____________ ***McFadden*** _________________ ***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

October 15, 2021

Lauren Kopishke, Planning 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**

**<u>DELIVERED BY HAND DELIVERY</u>**

Dear Ms. Kopishke:

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. The Town Council approved such a request last year. Hence, please treat this letter as a request for an additional one-year extension.

As justification for the request, I am pleased to report that Heptad is in discussions with several potential buyers (including home builders who develop projects nationally) to purchase the Heptad property. Obviously, it is in the best interests of both the Town and my client that this transaction close. In prior years, the Town Council has been supportive of my client's marketing and negotiating efforts with respect to the Heptad project and have routinely granted annual extensions of the deadline for filing a Development Plan.

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

Very Truly Yours,

Joseph F. Silek, Jr

Cc: Heptad, LLC

RECEIVED
OCT 15 2021
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

## Council Consent Agenda Statement

## Item # 10G

## Meeting Date: November 22, 2021

**Agenda Item:** Contract Modification Attachment D Professional Engineering Services between Owner and Engineer for Services Related to Sanitary Sewer Inflow and Infiltration Abatement Proposed CCTV Subcontract Services During December 2020 – April 2022 Contract Period

**Summary:** Council is requested to approve CHA Consulting, Inc.'s proposal for additional CCTV inspection needs to identify the most cost-effective infiltration and inflow repairs in the Town's sanitary sewer system in the amount of $130,000.00. The work includes approximately 18,000 linear feet of sewer main and approximately 120 sanitary sewer lateral inspections. CHA will subcontract with Hydrostructures to perform the work.

**Budget/Funding**: 9802-47998 Sewer Maintenance I&I Abatement

**Meetings:** Work Session held November 8, 2021

*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 CHA Consulting, Inc.'s proposal, to subcontract with Hydrostructures for additional CCTV inspection needs to identify the most cost-effective infiltration and inflow repairs in the Town's sanitary sewer system in the amount of $130,000.00.**

***Moved*** ___________________ ***Seconded*** ___________________

***Cockrell*** ____________ ***Gillispie*** ____________ ***Lloyd*** ____________ ***McFadden*** _________________ ***Thompson*** __________

# MEMORANDUM

**Date:** **November 3rd, 2021**

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

**From:** **Alisa Scott, Purchasing Manager**

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

Purchasing received a request from the Public Works Department to work with the Town's Inflow and Infiltration Abatement augment closed-circuit television (CCTV) inspections of 18,000 linear feet of sewer main and 120 sanitary sewer laterals.

Staff recommends Council review and approve moving forward with this procurement, which is a contract modification – Attachment D Professional Engineering Services Between Owner And Engineer For Services Related To Sanitary Sewer Inflow And Infiltration Abatement Proposed CCTV Subcontract Services During December 2020 To April 2022 Contract Period.

Attached to this memo is a contract modification from CHA Consulting. Please add this consent agenda item to the next available Regular Town Council agenda.

Funding for this expenditure of $130,000 is budgeted and available in line item 9802-47998 Sewer Maintenance I&I Abatement.

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

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

---

This Attachment D – 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

CHA has identified additional closed-circuit television (CCTV) inspection needs to identify the most cost-effective infiltration and inflow repairs in the system. The sanitary sewers requiring CCTV inspection were pipe segments that the Town originally CCTVed but required reinspection. The Town has stated that they do not have the internal resources to perform this work. The work includes approximately 18,000 linear feet of sewer main and approximately 120 sanitary sewer lateral inspections. CHA will subcontract with Hydrostructures (recently acquired by Dukes Root Control) to perform this work. Hydrostructures has previously completed similar work within the Town with success.

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

CHA will subcontract with Hydrostructures to perform the work outlined in the attached Hydrostructures proposal.

## PART 3.0 – PERIODS OF SERVICE

The work will be completed in accordance with the schedule outlined in Hydrostructures proposal

## PART 4.0 – PAYMENTS TO CHA

CHA will invoice the Town based upon the actual unit prices of work completed by Hydrostructures in accordance with the attached proposal from Hydrostructures. A not-to-exceed budget of $130,000 has been established.

**PART 5.0 – OTHER**

This Attachment D – 2021/2022 is executed this _______ day of ____________________, 2021.

| **TOWN OF FRONT ROYAL, VIRGINIA** | | **CHA CONSULTING, INC.** | |
|---|---|---|---|
| By: | ___________________________ | By: | _________________________________ |
| Name: | Steven Hicks | Name: | Douglas B. Hudgins |
| Title: | Town Manager | Title: | Vice President |
| Address: | 102 E. Main Street<br>Front Royal, VA 22630 | Address: | 1341 Research Center Drive,<br>Suite 2100<br>Blacksburg, VA 24060 |

# Scope of Work
# Cleaning & CCTV Inspection Services
# Front Royal, VA
# CHA Companies

**November 3, 2021**

## I. BACKGROUND/PURPOSE

Hydrostructures, LLC (HYDRO) will serve as a subconsultant to CHA Companies (CHA) and provide various sanitary sewer system investigative services for the Front Royal, VA collection system. HYDRO will identify sanitary sewer system defects and identify potential sources of infiltration and inflow (I/I) within specific service areas or subareas as directed. This scope of work does not include an assessment of prioritizing service area repair or rehabilitation and preparation of construction contract documents.

HYDRO will provide the services described under the contract previously held with the Town of Front Royal. Hydrostructures will honor the unit rates as described and work as a sub-consultant to CHA with the assumption that all other conditions of that proposal remain unchanged with the exception of the calendar date for time of completion.

## II. SCOPE OF SERVICES

<u>**General**</u>

- Pipeline cleaning and CCTV inspection
  - Pipeline cleaning with hydraulic jetting equipment capable of trimming protruding laterals
  - Pipeline CCTV inspection using mainline CCTV camera and POSM/WINCAN/IT software
  - Collection and removal of debris
- Documentation of all work performed
- Minor Traffic control in areas with speed limits under 25 MPH, in accordance with Town of Front Royal/VAPM standards and requirements. Additional traffic control for areas with speed limits over 25 MPH or are major collectors will be provided by HYDRO's subcontractor.
- Lateral CCTV inspection with equipment capable of launching a camera from the main (lateral Launch).
- Coordination of work with CHA & the Town of Front Royal.

Services to be provided will have a measure of payment for conducting the assigned investigation services. CHA will provide the selected sanitary sewer service areas or subareas to HYDRO. All services provided will be paid for at the unit rates as described below and are the same as described in the attached proposal.

| Item No | Description | Unit | Estimated Quantity | Unit Price | Extended Total Price |
|---|---|---|---|---|---|
| 1 | Bonds, Mobilization, and Insurance | LS | 1 | $ 10,000.00 | $ 10,000.00 |
| 2 | CCTV Inspection with Light Cleaning, <= 12" DIA | LF | 18062 | $ 3.00 | $ 54,186.00 |
| 3 | CCTV Inspection with Light Cleaning, > 12" DIA | LF | 739 | $ 5.00 | $ 3,695.00 |
| 4 | Root Removal and/or Heavy Cleaning | HR | 20 | $ 350.00 | $ 7,000.00 |
| 5 | Remove Protruding Lateral | EA | 10 | $ 250.00 | $ 2,500.00 |
| 6 | Preliminary Assessment of Lateral | EA | 115 | $ 225.00 | $ 25,875.00 |
| 7 | CCTV Inspection of Lateral | LF | 2500 | $ 9.00 | $ 22,500.00 |
| | | | | **TOTAL Estimated Fee:** | **$ 125,756.00** |

Hydrostructures looks forward to assisting CHA and the Town of Front Royal on this project. We estimate an NTP in early November and will plan to begin field work within 10 days of that NTP.

Let us know if you have any further questions.

David P. Johnston, PE

Senior Project Manager

# Council Consent Agenda Statement

**Item # 10H**

# Meeting Date: November 22, 2021

Agenda Item: Proposal for Centrifuge Conversion Preliminary Engineering Report at WWTP

Summary: Council is requested to approve CHA Consulting, Inc.'s proposal for providing a *Centrifuge Conversion Preliminary Engineering Report (PER)* for the Front Royal Wastewater Treatment Plant in the amount of $33,000.00.

Budget/Funding: 9801-430012 Professional Services

Meetings: Work Session held November 8, 2021

*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 CHA Consulting, Inc.'s proposal for providing a *Centrifuge Conversion Preliminary Engineering Report (PER)* for the Front Royal Wastewater Treatment Plant. In the amount of $33,000.00.

***Moved*** ___________________ ***Seconded*** ___________________

***Cockrell*** ____________ ***Gillispie*** ____________ ***Lloyd*** ____________ ***McFadden*** _________________ ***Thompson*** __________

# Town of Front Royal, Virginia

Purchasing, Department of Finance

## MEMORANDUM

**Date:** November 3rd, 2021

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

**From:** Alisa Scott, Purchasing Manager

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

Purchasing received a request from the Public Works Department and Waste Water Treatment Plant division to work with the Town's Inflow and Infiltration Abatement engineer to evaluate chemical, electrical, and landfill/hauling cost reductions through the purchase of a centrifuge, or de-watering machine located at the Waste Water Treatment Plant.

Staff recommends Council review and approve moving forward with this procurement. Attached to this memo is a recommendation memo from Robbie Boyer, Public Works Director, and a proposal from CHA Consulting. Please add this consent agenda item to the next available Regular Town Council agenda.

Funding for this engineering professional services expenditure of $33,000 is budgeted and available in line item 9801-43002.

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

# Memo

## Town of Front Royal Public Works

**TO:** Alisa Scott, Purchasing Manager

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

**CC:** Kathleen Leidich, Assistant Town Manager

**DATE:** November 3, 2021

**RE:** Recommendation for CHA Engineering to provide PER for Centrifuge Conversion Proposal

---

The Public Works Department has reviewed the submitted proposal from CHA Engineering for providing a Preliminary Engineering Report to convert the existing rotary fan to a centrifuge. With switching to a centrifuge, the Town will save money on electric, chemicals and hauling of the processed cake to the Page County landfill. The current processed cake from the rotary fan is 15 to 19 percent solids and it appears the lab reports a centrifuge will produce 28 to 38 percent solids which means we would be landfilling less tonnage. This upgrade would allow the solid process to be shut down several days a week compared to operating daily now, which would allow operators to perform other duties at the treatment plant.

We recommend moving forward with the $33,000.00 proposal from CHA to be able to see what upgrades are needed to install a centrifuge system and the projected cost savings over time by updating to a more efficient system.

October 18, 2021

Mr. Robbie Boyer
Director of Public Works
Town of Front Royal
PO Box 1560
102 East Main Street
Front Royal, VA 22630

**Re: Proposal for Centrifuge Conversion Preliminary Engineering Report; Front Royal Wastewater Treatment Plant; CHA Proposal No. X73572-P1**

Dear Mr. Boyer:

CHA Consulting, Inc. is pleased to furnish you with our proposal for providing a *Centrifuge Conversion Preliminary Engineering Report (PER)* for the Front Royal Wastewater Treatment Plant. A PER is required by the Virginia Sewage Collection and Treatment Regulations for any significant change in any wastewater treatment process. The following provides our project understanding, scope of services, proposed schedule and associated professional fee.

**Project Understanding**

The Front Royal Wastewater Treatment Plant (WWTP) currently comingles its primary and secondary sludge, utilizes an Autothermal Thermophilic Aerobic Digestion (ATAD) process to stabilize the sludge and a fan press to dewater the sludge or biosolids. The dewatered biosolids generated from this process are ultimately disposed in a landfill. The WWTP underwent a multimillion-dollar upgrade in 2017, with advanced process technologies. The WWTP employs the BioMag™ process for enhanced secondary settling and an ATAD system for biosolids reduction, along with a Storage Nitrification Denitrification Reactor (SNDR™). The SNDR reduces the ammonia in the filtrate and the resultant nitrogen load on the influent as well as improves the dewaterability of the biosolids.

The Rotary Fan Press (RFP) was in operation prior to the BioMag and ATAD upgrades. It was theoretically designed to process a flow of 130 GPM. However even prior to the updates it did not reach its full operational capacity. ATAD sludge is known to be difficult to dewater. When the upgrades were commissioned, the RFP performance degraded further and currently is able to process a range of 10 – 40 GPM and produces only 15% cake. This slow rate of dewatering is causing the plant staff to operate the RFP for over 16 hours per day. The landfill has communicated with the WWTP that it does not like the consistency of the sludge produced and would prefer a drier cake.

Even with the additional operating hours, the RFPs are not able to dewater all the sludge produced which is causing plant staff to allow sludge blankets to build up in the secondary clarifiers which could lead to permit violations. Recently the WWTP had to employ services of a mobile dewatering unit to dewater their biosolids since the RFPs were unable to keep up with the production rates of sludge. CHA's understanding is the WWTP staff would like to replace the RFPs with a centrifuge to offer more reliable dewatering and reduce operating costs. The centrifuge system would either be located in the existing RFP building or a new building would be constructed specifically designed for the centrifuge. The long-term goal would be to provide a second centrifuge in the space for redundancy.

**EXHIBIT A: SCOPE OF SERVICES**

**Task 1 - Preliminary Engineering Report (PER)**

To complete the PER, CHA will undertake the following tasks:

A. Review of Existing Conditions:
   1. Review the existing conditions of the building and infrastructure needed to support the centrifuge operation. Infrastructure reviewed will the sludge feed pumps, sludge supply piping, polymer feed system, dewatered sludge conveyor system, non-potable water supply, electrical infrastructure availability, ventilation requirements, building code and other appurtenances as seen necessary for safe operation of the centrifuge.
   2. To improve sludge dewaterability, CHA will review all the chemicals used in the treatment process and suggest changes or upgrades as necessary.
   3. Evaluate the last three years of sludge production data. Sludge production of both primary sludge and waste activated sludge will be documented. The existing sludge production will be utilized to estimate the sludge production. We will project the sludge growth rate based on the most recent census growth data available. We will determine the current operation and maintenance cost of the RFP operation and landfill disposal based upon the data provided by the Town.

B. Cost Comparison of Biosolids Dewatering Options:
   1. Prepare a capital cost and operations and maintenance cost comparison based upon bench-scale dewaterability data provided by a centrifuge manufacturer and a biosolids sample provided by the Town. In addition to the use of polymer for dewatering, CHA will evaluate the economics of adding a second chemical (flocculant aid) to determine if its addition would provide further operational savings.
   2. Compare costs of centrifuge dewatering with the current method of dewatering. Two capital costs will be prepared for housing the centrifuge. CHA will review the modifications to the existing RFP building to house the centrifuge and determine the best location for the initial centrifuge and evaluate options for installing a second centrifuge in the future. The capital cost estimate will include all structural, mechanical/process, electrical, and instrumentation modifications to accommodate the centrifuge equipment. A second capital cost for constructing a new centrifuge dewatering building will be developed. The building would meet all the needs for centrifuge dewatering operations

into the future. It is noted that this option will likely have a higher capital cost but will have many benefits compared to retrofitting the existing building which was designed to house different dewatering equipment.

3. Develop a Present Worth Cost comparison. This comparison will be based upon a 20-year term and utilize an interest of 3% unless otherwise requested by the Town. The present worth cost analysis will be prepared for the current conditions, modified building with polymer, modified building with polymer/metal salt addition, new building with polymer, and new building with polymer/metal salt addition. These four proposed capital projects will be compared to the existing conditions. Non-economic factors will be considered based upon input from the Town staff. CHA will also include a return-on-investment comparison to compare the current practice to each alternative. Centrifuge dewatering should result in significant operation savings because it will use less polymer, improve cake dryness, and less labor with respect to overtime.

C. Implementation:
1. Based upon the alternative selected, the following information will be developed:
   - Project Schedule
   - Permitting Requirements
   - Funding/Financing Options

D. Preliminary Engineering Report (PER):
Prepare the PER to include the following for review and comment by the Town. This PER will be provided in our standard Preliminary Engineering Report format. This format is identified below and will be in full compliance with the Virginia Sewage Collection and Treatment Regulations.

1. Introduction and Background
2. Existing Conditions
3. Future Conditions
4. Alternative Evaluation and Selection
5. Implementation Plan

Calculations and equipment cut sheets will be provided in Appendices to the Preliminary Engineering Report.

One (1) digital copy in a PDF format will be submitted to Town for review and approval. Comments received from the Town will be incorporated into the final report to be submitted to the Town. A final digital PDF copy will be provided to the Town. During the development of the PER, CHA will meet with the Town staff at the WWTP for up to two review meetings. The final recommendations of the PER will be presented to Town Council at one of the monthly council meetings if requested by the Town.

**EXHIBIT B: PROPOSED SCHEDULE**

CHA proposes to provide a draft report for Town review within 60 days of Notice to Proceed and within 15 days of receipt of the centrifuge pilot report. The pilot testing is anticipated to be completed prior November 25, 2021.

**EXHIBIT C: PROFESSIONAL FEE**

Based upon the scope of services outlined, we propose to be compensated a lump sum of $33,000. All reimbursable expenses are included in the lump sum fee.

We appreciate the opportunity to continue to serve the Town. We are prepared to initiate this work immediately upon receiving written notice to proceed from the Town. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Douglas B Hudgins, P.E.
Vice President

DBH/egl
Enclosure

**CHA**
**SHORT FORM AGREEMENT**

THIS AGREEMENT is made this 18th day of October 2021 by and between CHA Consulting, Inc. (hereinafter "CHA") and Town of Front Royal (hereinafter "Client"). Client and CHA, for the consideration hereinafter set forth, hereby agree as follows:

***1. Services of CHA***

CHA agrees to provide the professional services described in Exhibit A (hereinafter the "Services") attached and incorporated by reference.

***2. Schedule of Services***

CHA shall use its best efforts to complete the Services in a timely fashion to meet Client's requirements. If the parties have agreed to a specific project schedule and specific milestone dates, such information will be set forth in Exhibit B attached hereto.

***3. Responsibilities of Client***

Client shall furnish or make available to CHA any and all of its records, maps, or other data which are pertinent to CHA's work. Client shall authorize and assist CHA in obtaining any such pertinent information from other public and private sources. CHA shall be entitled to use and rely upon, without reverification, the accuracy, reliability and completeness of said records, maps and all other data provided by Client or its employees, agents, officers, or consultants in conjunction with CHA's performance of the Services.

***4. Compensation***

As compensation for the performance of the Services, Client shall pay CHA its fees and expenses in accordance with Exhibit C. Payments are due at the address appearing on the invoice within 30 days following the invoice date. Invoices not paid within 30 days will accrue interest from the 31st day at the rate of 1% per month (12% per annum).

In the event that Client disputes any portion of an invoice submitted by CHA, Client shall notify CHA within fourteen (14) days of the invoice date, identify the cause of the disagreement, and timely pay any amounts not in dispute. The parties agree to use their best efforts to resolve the dispute within thirty (30) days of Client's notice to CHA. Client's failure to dispute an invoice within fourteen (14) days of the invoice date shall be deemed a waiver of all claims pertaining to that invoice.

***5. Termination***

This Agreement may be terminated by either party upon not less than seven (7) days written notice. CHA shall be compensated for all Services performed until the receipt of notice plus any fees and/or costs reasonably necessary to properly terminate the project.

***6. Relationship of Parties***

CHA is and shall at all times during the term of this Agreement be an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association.

***7. Assignment***

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or CHA without the prior written consent of the other. Any assignment without written consent of the other party shall be null and void.

### *8. Standard of Care*

The standard of care for all professional engineering and related Services performed or furnished by CHA under this Agreement will be the care and skill ordinarily used by the members of CHA's profession practicing under similar conditions at the same time and in the same locality. CHA makes no warranties, express or implied, under this Agreement or otherwise, in connection with CHA's Services.

### *9. Insurance*

CHA shall procure and maintain worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed, comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of $1,000,000 per occurrence for bodily injury and property damage; automobile liability coverage including owned and hired vehicles with a combined single limit of $1,000,000 per occurrence for bodily injury and property damage and professional liability insurance in the amount of $2,000,000 per claim.

### *10. Indemnification*

CHA shall indemnify and hold harmless Client, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) that Client is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of CHA subject to any limitations of liability contained in this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

Client shall indemnify and hold harmless CHA, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) that CHA is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of Client subject to any limitations of liability contained in this Agreement.

### *11. Limitation on Liability*

The total liability of CHA and its officers, directors, shareholders, partners, employees and agents to Client and any one claiming by, through or under Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, the Services of this Agreement from any cause or causes whatsoever including, but not limited to, negligence, errors, omissions, strict liability or breach of contract shall not exceed the total compensation received by CHA under this Agreement or the total amount of $1,000,000, whichever is greater.

### *12. No Personal Liability*

Notwithstanding any other provision of this Agreement to the contrary, CHA's officers, directors, shareholders, partners, employees, or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CHA's performance or non-performance of the Agreement. Client will look solely to CHA for its remedy for any claim arising out of or related to this Agreement

### *13. Waiver of Consequential Damages*

In no event shall CHA be liable to Client or the Client to CHA for consequential, special or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of the equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted including, but not limited to, ones arising out of any breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause arising out of the performance or non-performance of the contract by Client/CHA.

***14. Mediation***

The parties, as a condition precedent to commencing litigation (other than for the non- payment of CHA's fees), shall endeavor to resolve their claims by mediation which, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the contract and with the American Arbitration Association.

***15. Other Agreements***

(a) The services to be performed by CHA are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement; (b) Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties; (c) This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters; (d) This Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties; (e) This Agreement shall be governed by and construed in accordance with the laws of the state where the project is located; (f) CHA shall not be liable for any failure to perform or delay in the performance of the Services due to circumstances beyond its reasonable control; (g) No waiver by CHA or Client of any power, right or remedy hereunder or under applicable law with respect to any event or occurrence shall prevent the subsequent exercise of such power, right or remedy with respect to any other or subsequent occurrence.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

| | **TOWN OF FRONT ROYAL** | | **CHA CONSULTING, INC.** |
|---|---|---|---|
| By: | | By: | |
| Name: | | Name: | Douglas B. Hudgins, PE |
| Title: | | Title: | Vice President |
| Date | | Date: | October 18, 2021 |

Rev.
07/13

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# Council Consent Agenda Statement

**Item # 10I**

## Meeting Date: November 22, 2021

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Agenda Item: Two Resolutions to Participate in Both National and Virginia Opioid Settlement Agreement and Memorandum of Understanding (MOU)

Summary: The opioid epidemic has cost thousands of human lives across the country that also impacts the Commonwealth of Virginia and its localities, including the Town of Front Royal, by adversely impacting, amongst other things, the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services. Virginia and its localities will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of Virginia. To help address these problems, settlement proposals have been negotiated that will cause the entities of McKesson, Cardinal Health, AmerisourceBergen, and Janssen to pay up to $26 billion nationwide to resolve opioid-related claims against them. In order for the opioid settlement itself to be effective as to each locality, each locality must approve two Resolutions: (1) a Resolution agreeing to participate in the Opioid Settlement Agreement itself before January 2, 2022; AND (2) a Resolution agreeing to enter into a Memorandum of Understanding (MOU) before January 2, 2022.

The Opioid Settlement Agreement Resolution means the affected locality (defined as Virginia counties, cities, and nine largest towns, of which the Town of Front Royal is one) agrees to participate in its pro-rata share of Virginia's share of the national opioid settlement claim by means of the enclosed Opioid Settlement Resolution before January 2, 2022. Note that if Front Royal declines to enter into this Opioid Settlement Agreement, that Virginia's total share of settlement money will be reduced by the amount Front Royal would have received, and the Town of Front Royal will receive no money at all from the opioid settlement. How the actual opioid settlement moneys will be distributed will depend upon each locality also agreeing to enter into and submitting the required Resolution of the following Memorandum of Understanding before January 2, 2022

A Memorandum of Understanding ("MOU") is in the process of being crafted by the Office of the Attorney General of Virginia to be entered into with Virginia localities to provide for the creation of a Virginia Opioid Abatement Fund and a Virginia Opioid Abatement Authority, for the allocation and distribution and disbursement of opioid litigation settlement funds as set forth in said MOU, and for related agreements and understandings of all participating parties which will be set forth in said MOU. The MOU has not yet been completed, and of course, will have to be approved by the Attorney General's Office and the various localities as to its details. The Opioid Abatement Fund and Opioid Abatement Authority will both be largely regulated by Virginia statute, Va. Code §§ 2.2-2365 — 2.2-2376.

Council is requested to approve the two resolutions as presented.

Budget/Funding: This has not yet been determined, but considerable moneys to each locality are anticipated to help mitigate the harm caused by the opioid epidemic.

---

*Moved* ___________________ *Seconded* ___________________

*Cockrell* ___________ *Gillispie* ___________ *Lloyd* ___________ *McFadden* ________________ *Thompson* _________

**Meetings:** No prior meetings on these have been held. The subject matter of these is determined by the Virginia General Assembly, the Virginia General Attorney's Office, and the settlement reached by the litigating parties, the manufacturers, and distributers of the opioids.

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

**Proposed Motion:** I move that Council approve a resolution to participate in both the National and Virginia Opioid Settlement Agreement and a resolution to participate in and execute the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding, as both are presented. I further move that Council direct the Town Manager or Town Attorney to execute all documents necessary to effectuate the Town of Front Royal's participation in the settlements and participation in and execution of said Memorandum of Understanding (MOU).

**RESOLUTION**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA'S PARTICIPATION IN THE PROPOSED SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST MCKESSON, CARDINAL HEALTH, AMERISOURCEBERGEN, JANSSEN, AND THEIR RELATED CORPORATE ENTITIES, AND DIRECTING THE TOWN MANAGER OR TOWN ATTORNEY TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE TOWN OF FRONT ROYAL'S PARTICIPATION IN THE SETTLEMENTS**

**WHEREAS**, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its cities, counties, and towns by adversely impacting, amongst other things, the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services; and

**WHEREAS**, the Commonwealth of Virginia and its cities, counties, and towns have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of Virginia; and

**WHEREAS**, settlement proposals have been negotiated that will cause McKesson, Cardinal Health, AmerisourceBergen, and Janssen to pay up to $26 billion nationwide to resolve opioid-related claims against them;

**NOW THEREFORE BE IT RESOLVED** that the Town Council of the Town of Front Royal, Virginia, this ___ day of ____________, 2021, approves of the Town of Front Royal, Virginia's participation in the proposed settlement of opioid-related claims against McKesson, Cardinal Health, AmerisourceBergen, Janssen, and their related corporate entities, and directs the Town Manager or Town Attorney of the Town of Front Royal, Virginia to execute the documents necessary to effectuate the Town of Front Royal's participation in the settlements, including the required release of claims against settling entities.

**BE IT FURTHER RESOLVED** that the Town Manager or Town Attorney are hereby directed to take all lawful, necessary, and appropriate actions to effectuate this Resolution, including the required release of claims against settling entities.

.

**ADOPTED** this _____ day of ___________________, 2021.

***************************************************************************

THIS RESOLUTION was approved at the Regular Meeting of the Town Council of the Town of Front Royal, Virginia, conducted on ______________________, 2021, upon the following recorded vote, to become effective immediately.

APPROVED: [*SIGNATURES AND VOTES NEXT PAGE FOLLOWING*]

________________________________
Chris W. Holloway, Mayor

*Town Council Members:*

| | | | |
|---|---|---|---|
| Lori Athey Cockrell | Yes/No | Joseph E. McFadden | Yes/No |
| Gary L. Gillispie | Yes/No | Letasha T. Thompson | Yes/No |
| E. Scott Lloyd | Yes/No | Amber F. Morris | Yes/No |

ATTEST:

________________________________
Tina Presley, Clerk of Town Council

Approved as to form and legality:

_____________________________
Douglas W. Napier, Town Attorney

Date: _______________, 2021

# RESOLUTION

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA'S PARTICIPATION IN AND EXECUTION OF THE VIRGINIA OPIOID ABATEMENT FUND AND SETTLEMENT ALLOCATION MEMORANDUM OF UNDERSTANDING DATED AUGUST 20, 2021, EXECUTED BY THE HONORABLE MARK R. HERRING, ATTORNEY GENERAL OF THE COMMONWEALTH OF VIRGINIA, RELATING TO THE ALLOCATION AND USE OF ANY SETTLEMENTS AS SET FORTH IN SAID MEMORANDUM OF UNDERSTANDING, AND DIRECTING THE TOWN MANAGER OR TOWN ATTORNEY TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE TOWN OF FRONT ROYAL'S PARTICIPATION IN AND EXECUTION OF SAID MEMORANDUM OF UNDERSTANDING**

**WHEREAS**, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its cities, counties, and towns by adversely impacting, amongst other things, the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services; and

**WHEREAS**, the Commonwealth of Virginia and its cities, counties, and towns have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of Virginia; and

**WHEREAS**, settlement proposals have been negotiated that will cause the entities of McKesson, Cardinal Health, AmerisourceBergen, and Janssen to pay up to $26 billion nationwide to resolve opioid-related claims against them;

**WHEREAS,** said Memorandum of Understanding provides for the creation of a Virginia Opioid Abatement Fund and a Virginia Opioid Abatement Authority, for the allocation and distribution and disbursement of opioid litigation settlement funds as set forth in said Memorandum of Understanding, and for related agreements and understandings of all participating parties as set forth in said Memorandum of Understanding with attached Exhibits, all of which Memorandum of Understanding with attached Exhibits are attached hereto and made a part hereof by reference.

**NOW THEREFORE BE IT RESOLVED** that the Town Council of the Town of Front Royal, Virginia, this ___ day of ____________, 2021, approves the Town of Front Royal, Virginia's participation in and execution of the above-referenced Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding ("MOU"), and directs the Town Manager or Town Attorney of the Town of Front Royal, Virginia to execute the MOU documents necessary to effectuate the Town of Front Royal's participation in, and execution of, said MOU.

**BE IT FURTHER RESOLVED** that the Town Manager or Town Attorney are hereby directed to take all lawful, necessary, and appropriate actions to effectuate this Resolution, including the required release of claims against settling entities.

.

[*SIGNATURES AND VOTES OF COUNCIL MEMBERS NEXT PAGE*]

**ADOPTED** this _____ day of ___________________, 2021.

*******************************************************************************

THIS RESOLUTION was approved at the Regular Meeting of the Town Council of the Town of Front Royal, Virginia, conducted on ______________________, 2021, upon the following recorded vote, to become effective immediately.

__________________________________

Chris W. Holloway, Mayor

*Town Council Members:*

| | | | |
|---|---|---|---|
| Lori Athey Cockrell | Yes/No | Joseph E. McFadden | Yes/No |
| Gary L. Gillispie | Yes/No | Letasha T. Thompson | Yes/No |
| E. Scott Lloyd | Yes/No | Amber F. Morris | Yes/No |

ATTEST:

___________________________________

Tina Presley, Clerk of Town Council

Approved as to form and legality:

_______________________________

Douglas W. Napier, Town Attorney

Date: _______________, 2021

# Council Consent Agenda Statement

# Meeting Date: November 22, 2021

## Item # 10J

**Agenda Item:** Resolution to Recognize Service on the Board of Architectural Review

**Summary:** Council is requested to approve a Resolution to recognize Andrea White for her (4) four years of service on the Board of Architectural Review

**Budget/Funding**: None

**Meetings:** None

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

**Proposed Motion: I move that Council approve a Resolution recognizing Andrea White for her (4) four years of service on the Board of Architectural Review.**

***Moved ___________________ Seconded ___________________***

***Cockrell ____________ Gillispie ____________ Lloyd ____________ McFadden __________________ Thompson __________***

# RESOLUTION

**for**

# RECOGNITION OF SERVICE

**to**

**Andrea White**

**November 2017 – November 2021**

**for four (4) years of service and contributions on the Town of Front Royal Board of Architectural Review. Your dedication and influence to the historical district of our community are greatly appreciated.**

**MAYOR AND TOWN COUNCIL**

**TOWN OF FRONT ROYAL, VIRGINIA**

**Presented this 22nd Day of November 2021**

| | |
|---|---|
| Approved: | Attest: |
| ______________________________ | ______________________________ |
| Chris W. Holloway, Mayor | Tina L. Presley, Clerk of Council |

# Council Agenda Statement

**Item # 11A**

## Meeting Date: November 22, 2021

Agenda Item: Board of Zoning Appeals Nomination

Summary: Council is requested to send a nomination to the Judge of the Circuit Court for a position on the Board of Zoning Appeals (BZA) to a five-year term ending May 1, 2026.

Budget/Funding: None

Meetings: Closed Meeting held October 25, 2021

*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 nominate Cody Taylor to the Judge of the Circuit Court for appointment to the Board of Zoning Appeals to a five-year term ending May 1, 2026.

***Moved*** ___________________ ***Seconded*** ___________________

***Cockrell*** ____________ ***Gillispie*** ____________ ***Lloyd*** ____________ ***McFadden*** ___________________ ***Thompson*** __________

# Council Agenda Statement

## Item # 11B

## Meeting Date: November 22, 2021

**Agenda Item:** Refer to the Planning Commission – Short-Term Rental Text Amendments

**Summary:** Council is requested to refer to the Planning Commission the review and recommendation of short-term rental text amendments.

**Budget/Funding**: None

**Meetings:** Work Session held November 8, 2021

**Proposed Motion: I move that Council refer to the Planning Commission the review and recommendation of short-term rental text amendments.**

***Moved*** ___________________ ***Seconded*** ___________________

***Cockrell*** ____________ ***Gillispie*** ____________ ***Lloyd*** ____________ ***McFadden*** ___________________ ***Thompson*** __________

# Council Agenda Statement

**Item #11C**

## Meeting Date: November 22, 2021

Agenda Item: Request from Warren Memorial Hospital for a Five (5) Year Extension of a Storm Water Management Easement at its former Hospital property on North Shenandoah Avenue.

Summary: By "Deed of Easement" dated November 27, 2000, enclosed, the Town granted Warren Memorial Hospital ("Hospital") a thirty (30) year storm water management easement ("Easement"). The Hospital is now engaged in an asset purchase agreement transaction with a third party ("Third Party"), the terms of which require that the Hospital obtain an extension of the Easement. According to § 15.2-1800 of the Code of Virginia, prior to a local government leasing public property to a third party such as this, a public hearing must be held. The Hospital is requesting for an extension of the lease for a period of five (5) years.

Budget/Funding: None.

Meetings: None

Proposed Motion: I move that Council grant Warren Memorial Hospital and assign a five (5) year extension to the Deed of Easement dated November 27, 2000, to be executed by the Mayor and/or Town Manager.

**Approved By:** _______________

***Moved*** __________________ ***Seconded*** __________________

***Cockrell*** ___________ ***Gillispie*** ___________ ***Lloyd*** ___________ ***McFadden*** _________ ***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
EMAIL: JSILEK@SILEKPC.COM

October 26, 2021

***PRIVILEGED AND CONFIDENTIAL COMMUNICATION***

**Via Hand Delivery**
Mr. Douglas W. Napier, Esquire
Town of Front Royal, Virginia
102 East Main Street
Front Royal, Virginia 22630

Re: Warren Memorial Hospital, Inc.

Dear Doug:

This letter is being sent as a follow-up to our telephone discussion late yesterday afternoon (Monday, October 25, 2021) concerning the potential sale of the Lynn Care Center and old Warren Memorial Hospital campus located at 1000 North Shenandoah Avenue. With that said, Mark Nantz, President and CEO of Valley Health, has spoken with Steven Hicks and Mayor Holloway concerning the possible sale, and they both have executed a Non-disclosure Agreement concerning the transaction.

The attorney for the potential purchaser, S. Tarpley Ashworth, Jr., Esquire, forwarded the title objection letter to Michael R. Newby, Esquire of Hancock, Daniel & Johnson, P.C., yesterday as called for under the terms of the Asset Purchase Agreement that was executed on September 17, 2021. On that note, I draw your attention to Page 2 of said letter where Mr. Ashworth objects to Exceptions 9 and 11 of the title insurance binder concerning the Deed of Vacation and Conveyance, Deed of Dedication, and Deed of Easement between the Town of Front Royal and Warren Memorial Hospital, dated June 20, 2000. For your convenience, a copy of the foregoing Deed is attached hereto as **Exhibit A**. As you will see, the purchaser wishes to obtain a letter from the Town of Front Royal stating that Warren Memorial Hospital has fully completed its obligations and there are no open obligations or duties under the instrument. As such, I am hereby requesting a letter from the Town of Front Royal declaring that Warren Memorial Hospital's obligations under the Deed have been fully completed and there are no remaining issues or obligations under said agreement.

In addition, the purchaser has objected to Exception 10 of the title insurance binder with respect to the Deed of Easement between the Town of Front Royal and Warren Memorial Hospital, dated November 27, 2000. For your convenience, a copy of the foregoing Deed of Easement is attached hereto as **Exhibit B**. As evidenced by reading the objection, the Deed of Easement grants Warren Memorial Hospital a storm water management easement for a period of thirty (30) years. As such, the purchaser is requesting an extension of thirty (30) years on said easement or to convert the easement to a perpetual easement. As I recall during our discussion yesterday, the request to create a perpetual easement is considered by the Supreme Court of Virginia as a sale in fee. As a result, I suspect the process to accomplish this will not occur prior to the closing scheduled for the above transaction. Therefore, I kindly request the Town of Front Royal grant Warren Memorial Hospital an additional thirty (30) year extension on the storm water management easement as found in the attached Deed of Easement.

Thank you in advance for your prompt attention to and assistance in this matter. In the event you have any questions or concerns, please do not hesitate to contact me.

With kindest regards, I am,

Very truly yours,

Joseph F. Silek, Jr.

Enclosures (3)

cc: Mr. Michael R. Newby (w/enc.) (via email)
Mr. Peter Gallagher (w/enc.) (via email)

TOWN OF FRONT ROYAL
OFFICE OF THE TOWN ATTORNEY
102 EAST MAIN STREET
FRONT ROYAL, VIRGINIA 22630
P.O. BOX 1560
TELEPHONE 540.635.7872
FACSIMLIE 540.635.4281

Douglas W. Napier
Town Attorney

George M. Sonnett, Jr.
Assistant Town Attorney

Brandi N. Cameron
Legal Assistant

October 29, 2021

Steven Hicks
Town Manager
Town Hall

Re: Warren Memorial Hospital (former)
Extension of Storm Water Management Easement

Dear Steven,

Enclosed is a letter dated October 26, 2021, with supporting documentation in the form of copies of title insurance company exceptions and Deeds conveying easements from the Town of Front Royal to Warren Memorial Hospital, Inc.

In the Deeds, the Town conveyed to the Hospital a thirty (30) year storm water management easement as found in the enclosed Deed November 27, 2000. The Hospital is requesting an extension to the thirty (30) year storm water management easement.

The Constitution and Code of Virginia, as well as Town Code, require a conveyance, or "grant" of any sort of public property, expressly including a conveyance of an "easement" in the "streets" of "a city or town" "in excess of five years" to be granted only after Council has held a public hearing and "after due advertisement" the Town "publicly receive bids therefor". The applicable provisions of the State and Town Codes are enclosed. The Town does not need to accept the highest bid if, in the opinion of Town Council, a lower bid is in the best interests of the Town and is expressed The Town's Procurement Manager has gone through this process in the past and is familiar with it.

The Hospital is planning on going to closing during the first week of December, 2021. This may not allow enough time for advertisements and holding a public hearing. However, there is one possible exception to the requirement for a public hearing: Va. Code § 15.2-1800. B. states, *However, the holding of a public hearing shall not apply to (i) the leasing of real property to another public body, political subdivision or authority of the Commonwealth or (ii) conveyance of site development easements, or utility easements related to transportation projects, across public property, including, but not limited to, easements for ingress, egress, utilities, cable, telecommunications, storm water management, and other similar conveyances, that are consistent with the local capital improvement program, involving improvement of property owned by the locality.* By copy of this letter to Mr. Silek, I will let him address directly with you whether in his opinion this stormwater management easement qualifies as a site development easement so as to meet the exception in Va. Code § 15.2-1800. B.to not require a public hearing for the granting of a 30 year easement.

It would appear to me that an argument can be made that this stormwater management easement would qualify as a site development easement, but as I am not familiar with the proposed development, and have not signed a nondisclosure agreement, I thought it best to let you and Mr. Silek address that directly between yourselves.

Sincerely,

Doug

Douglas W. Napier
VSB No. 16136

cc: Joseph F. Silek, Esq.

000007421

WARREN COUNTY, VIRGINIA
LAND RECORDS

000011 DEC-5 8

(This deed is exempt from the recordation taxes imposed by §58.1-801 and §58.1-803 of the Code of Virginia, 1950, Pursuant to §58.1-811.)

**THIS DEED OF EASEMENT** is made and entered into this 27th day of November, 2000, by and between **THE TOWN OF FRONT ROYAL, VIRGINIA,** a Municipal Corporation, herein referred to as "Grantor", and **WARREN MEMORIAL HOSPITAL, INC.,** a Virginia corporation, herein referred to as the "Grantee".

**WITNESSETH:**

**WHEREAS,** the Grantee is engaged in the construction and expansion of the Lynn Care Facility within the Town of Front Royal, Virginia; and

**WHEREAS,** the design of the construction of the project includes one new and one existing storm water management basin (one at the northern end of the property and one at the southern end) and a drainage conduit or pipe running from the southern of the two storm water management basins to the northern of the storm water management basins; and

**WHEREAS,** the said conduit or pipe is designed and planned to be located in and under an existing public alley; and

**WHEREAS,** Section 15.2-2017 of the Code of Virginia permits the use of public streets and allies by operators of viaducts, conduits, and pipes for the transmission of water upon the previous



EXHIBIT

B

ALL-STATE LEGAL®

consent of the town or city in which the said facilities are located; and

**WHEREAS,** after public hearing the Town Council of the Town of Front Royal, Virginia, desires to consent to and permit the construction, operation, and maintenance of the said conduit and pipe by Warren Memorial Hospital, Inc.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the sum of ONE DOLLAR ($1.00) cash in hand paid by the Grantee to the Grantor, receipt whereof is hereby acknowledged, the Grantor grants and conveys unto the Grantee the following rights in real property situated in the **SHENANDOAH MAGISTERIAL DISTRICT,** Town of Front Royal, Warren County, Virginia, to-wit:

> The privilege and easement for a period of thirty (30) years for a right-of-way to construct, lay, maintain, repair, inspect, improve, and operate within the easement strip hereinafter described and referred to, works and systems for the collection and transmission of storm water, over, upon, across, and under the property of the Grantor hereinafter described.
> Said easement being fifteen (15) feet in width and centered over and on a storm water transmission pipe or conduit and access points thereto to be constructed within a public alley running from West 9th Street to West 11th Street between Shenandoah Avenue and Virginia Avenue as shown on plans for Valley Health Systems -- Warren Memorial Hospital -- Lynn Care Center made by Painter-Lewis, P.L.C., dated February 2, 2000, and on file in the office of the Director of Planning for the Town of Front Royal, Virginia.

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

(a) That the Grantee may (but is not required to) trim, cut, remove, and keep clear all trees, limbs, undergrowth, and any and all other obstructions, within the said right-of-way or easement strip, that may in any manner in Grantee's judgment endanger or interfere with the proper and efficient operation of the works and systems therein or thereon and the Grantee shall have all such other rights and privileges as are reasonably necessary or convenient for the full enjoyment and use of the easement herein granted for the aforesaid purpose; provided, however, that the Grantee shall not trim, cut or remove any trees without first having obtained approval thereof from the Town's Urban Forestry Board.

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

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

(d) That if Grantee does cut or fell any brush, undergrowth or trees, or should excavations be carried on pursuant to this easement and any large-sized rocks or boulders are unearthed and are not buried in said excavation, such brush, undergrowth, trees, large-sized rocks and boulders shall, at the expense of Grantee be removed from

Grantor's property.

(c) That Grantor shall have no right, title, interest, estate or claim whatsoever in or to any of the lines, pipes, or other equipment and accessories installed by virtue hereof.

Grantor further covenants that he has the right to convey the said easement; that the Grantee shall have quiet and peaceful enjoyment and possession of said easement, and that the Grantor will execute such further assurances of the said grant and easement herein contained as may be requisite.

**WITNESS** the following signature:

**TOWN OF FRONT ROYAL, VIRGINIA, a Municipal Corporation**

**BY:** ______________________
**Hon. Clifford L. Athey, Jr., Mayor**

**ATTEST:**

______________________
**Rhonda S. North, C.M.C./A.A.E., Town Clerk**

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

I, Tina L. Presley, a Notary Public in and for the State of Virginia At Large, do hereby certify that **CLIFFORD L. ATHEY, JR.,** Mayor, and **RHONDA S. NORTH,** Town Clerk, whose names are signed on behalf of the **TOWN OF FRONT ROYAL, VIRGINIA,** to the foregoing Deed of Easement bearing the date of the 27th day of November, 2000, have each this day personally

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appeared and acknowledged the same before me in my State and in the County aforesaid.

Given under my hand this 28 day of November, 2000.

My commission expires on the 31 day of July, 2002.

Tina L. Presley
NOTARY PUBLIC

TINA L. PRESLEY
COMMONWEALTH OF VIRGINIA
NOTARY PUBLIC

**APPROVED AS TO FORM:**

Blair D. Mitchell
**Blair D. Mitchell, Town Attorney**

Hospital Stormwater Esmt.doc Revised 11-20-00

INSTRUMENT #000007421
RECORDED IN THE CLERK'S OFFICE OF
WARREN COUNTY ON
DECEMBER 5, 2000 AT 11:13AM
WILLIAM A. HALL, CLERK

BY: Susanttia W. Huff (DC)

# Work Session CLOSED MEETING Agenda Statement

**Item # 12**

## Meeting Date: November 22, 2021

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**Motion to Go Into Closed Meeting**
I move that Council convene and go into Closed Meeting pursuant to Section 2.2-3711. of the Code of Virginia, as follows:

(1) With respect to a joint endeavor with organizations located in the Town to consider provision of health care services: (a) discussion or consideration of the investment of public funds in, where competition or bargaining is involved, where, if made public initially, the financial interest of the governmental unit would be adversely affected, in accordance with Subsection A. 6.; ***AND*** (b) the discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an Open Meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Subsection A. 29.

(2) Consultation with legal counsel employed or retained by Town Council regarding specific legal matters requiring the provision of legal advice by such counsel, concerning an existing agreement the Town is already a party to which has become problematic, and the Town wishes to consider its legal options, in accordance with Subsection A. 8.

(3) Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body, including the Front Royal Economic Development Authority, the Environmental Sustainability Advisory Committee and the Front Royal Board of Zoning Appeals, in accordance w/ Subsection A. 1.

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

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