



TOWN COUNCIL WORK SESSION

Tuesday, February 15, 2022, at 7:00pm

Town Hall Conference Room

View online LIVE at <https://www.frontroyalva.com/673/Town-Hall-Live>

1. Special Events Schedule/Ideas for 2022 Presentation – *Lizi Lewis*
2. Water Meter Waiver Request - Poe's River Edge LLC – *Kathy Leidich*
3. Proposed Consent Agenda Items for Regular Meeting of February 28th – *Steven Hicks*
 - A. FY22 Budget Amendment for Fleet Maintenance Building
 - B. Purchase Additional Message Board
 - C. Purchase of Police Vehicle
 - D. Additional Water Usage for New Building at 195 Toray Drive in Rt. 340/522 Corridor
 - E. Deeds of Easement granting to the Town easements for the existing and new waterlines on the property located at 190 Toray Drive and to vacate and relocate sewer and waterline easements located on 195 Toray Drive.
 - F. Update Employee Handbook: Stand-by pay (a.k.a. on-call pay)
4. Continued Discussion on Draft Memorandum of Agreement (MOA) of the Board of Supervisors and Town Council for the Front Royal-Warren County Joint Tourism dated 1/28/22
5. Open Discussion
 - Nuisance/Dilapidated Properties – *Councilwoman Thompson*
 - Building Code Update – *Steven Hicks*
 - A Certificate of Public Need or Certificate-of-Need (CON) Laws Require Healthcare Providers Wishing to Open or Expand a Healthcare Facility to First Prove to a Regulatory Body that there are Community Needs. A Need for Broader Healthcare, such as Women's Care – *Councilwoman Morris*
 - Board of Zoning Appeals and Local Building Code of Appeals Update – *Steven Hicks*
6. Adjourn



Work Session Agenda Statement

Item # 1

Meeting Date: February 15, 2022

Agenda Item: Special Events Schedule/Ideas for 2022

Summary: Looking to facilitate open discussion of current special event ideas such as Independence Day Celebration, Festival of Leaves, and more. Items will also include monthly gatherings such as “Front Porch Fridays” and Music at the Gazebo.

Budget/Funding: N/A

Staff Recommendation: Assuming that the proposed event ideas align with Council goals, I would recommend moving quickly on items such as monthly gatherings and Independence Day Celebration. A great deal of implementation is time sensitive.



Work Session Agenda Statement

Item # 2

Meeting Date: February 15, 2022

Agenda Item: Water Meter Waiver Request-Poe's River Edge LLC

Summary: On January 17, 2022, Town Council received a letter from Poe's River LLC requesting a waiver from the Town Code Section 134-38 D requiring a separate water meter at the property line for each property served. Staff has completed its review of the request and provided the attached memo for Council's consideration.

Attachments:

- Staff Memo
- Property Map – 74-acre Property owned by Poe's River Edge LLC
- Property Map-4.5 acre Property owned by Rustic Restaurant Furniture LLC
- Section 134-21-General Provisions for all users
- Section 134-31-Application for Water Supply; Water Supply Service Contract Required
- Section 134-38-Use of Water by Several Consumers on one Meter

Budget/Funding: N/A

Staff Recommendation: To deny the waiver request and require the property owner to follow the provisions for extending water/sewer service found in Chapter 134 of the Town Code.

Memo



Town of Front Royal

TO: Mayor and Town Council

FROM: Kathleen Leidich, Assistant Town Manager
Robert Boyer, Director of Public Works
George Sonnett, Assistant Town Attorney

CC: Lauren Kopishke, Director of Planning and Zoning

DATE: February 15, 2022

RE: Water Meter Waiver Request-Poe's River Edge LLC

On January 17, 2022, Town Council received a letter from Poe's River Edge LLC requesting a waiver from the Town Code Section 134-38 D requiring a separate water meter for each separate property.

Property Location (Attachment 1)

- Property Size: 74.086 acres
- Zoning: I-2
- Currently is not served by Town Utilities (Water/Sewer)

Requested Utility Connections

Connection to the Town water/sewer service is governed by **Chapter 134** of the Town Code. **Section 134-21 A** requires buildings be provided with separate sanitary sewer connections at the property line. **Section 134-38 D** requires separate buildings to be provided with separate water meters at the property line. **Section 134-31** requires all applications for the supply of water be made at the office of the Town Manager on an application form furnished by the Town.

Because the 74-acre property is not currently served by Town water/sewer, the applicant will need to submit an application pursuant to Section 134-31, and follow the code provisions in Chapter 134 of the Town Code, to establish connections with the Town's water/sewer service. The only water service in the vicinity is the 4-inch water meter serving the 4.5-acre property owned by Rustic Restaurant Furniture LLC (Attachment 2). The 74-acre property appears to be served only by a private drain field/septic system.

Proposed Development

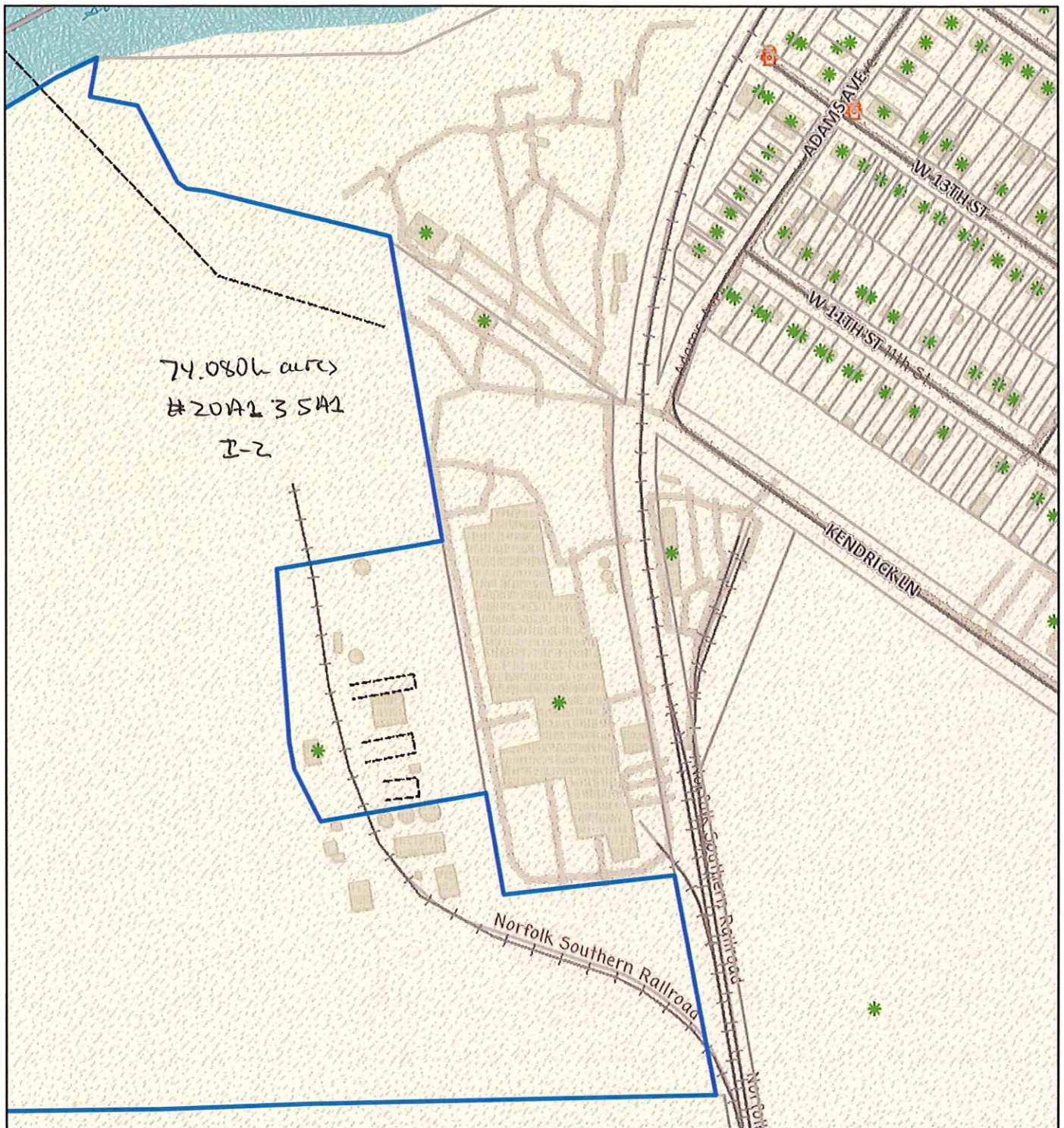
- Pole Building on existing slab
- Special Use Permit Application for a 200-space campground

Development Concerns

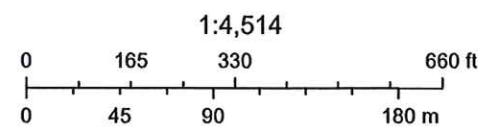
The property owner is proposing to extend the existing 4-inch water line that is serving the property owned by Rustic Restaurant Furniture LLC and install submeters to serve two locations on the 74-acre property (Pole Building(s) and Campground). In essence, submetering the water service from another, separately owned property. Per Section 134-38 D, submetering is allowed only by special permission for additional buildings, landscape irrigation, decorative fountains/fish pools, swimming pools, and multiple living quarters when it is applied to **single ownership** on a lot and/or business. Per Section 134-38 E, Town Council may approve an application for the extension of a water service line with or without a submeter to an additional building from a principal building **on the same parcel of land**. The proposed extension involves separate properties under separate ownership.

With the current proposal, the property owner would avoid paying the System Development Charge associated with establishing water service for the development of the 74-acre property. This would be the result of merely extending the existing 4-inch water line. Per Section 134-28 D3, the Town shall ensure that its ability to operate the utility system and collect revenues is not inhibited by any such extension. Per Section 134-30, the System Development Charge for water service is based on meter size and service line size. The System Development Charge for a 4-inch water connection would be \$53,260 (Section 134-30 A6). For two such connections, it would be \$106,520. In essence, under the current proposal, the Town would be forgoing its ability to collect the System Development Charge for the proposed service locations on the 74-acre property.

Poe's River Edge LLC

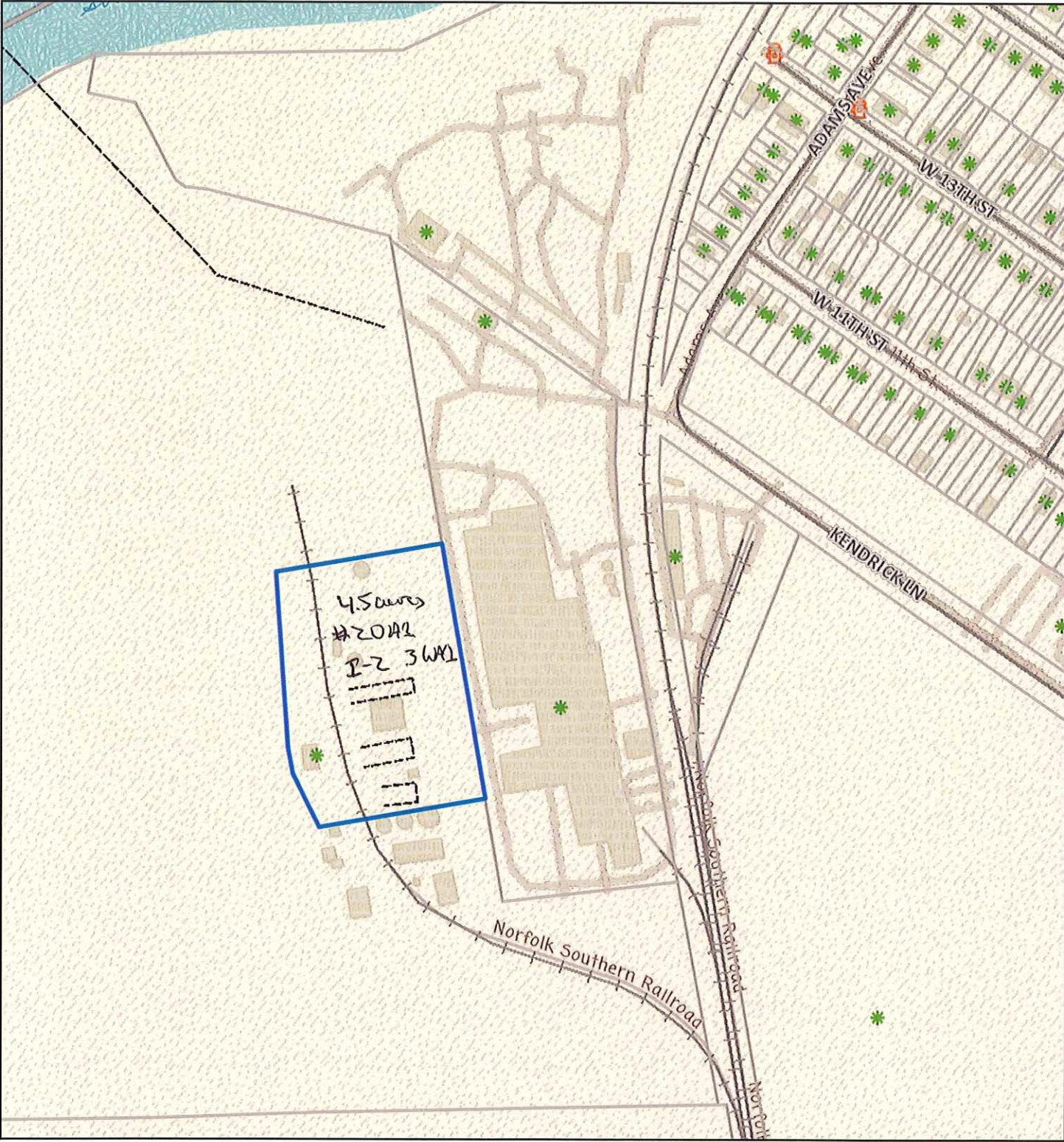


February 2, 2022

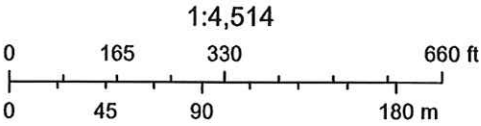


Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Rustic Restaurant Furniture LLC



February 2, 2022



Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

3. Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;
4. Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring, or sampling, or
5. Violation of the pretreatment standards in section 134-4, 134-5, 134-6, 134-7, 134-8 or 134-9 of this Article.

(Amended Entire Section 4-27-92-Eff Upon Passage ; Added "D1-5" & Title 12-20-04-Eff Upon Passage)

134-21**GENERAL PROVISIONS FOR ALL USERS**

A. Separate connections required; exceptions: Buildings shall be provided with separate sanitary sewer connections at the property line. The connection of more than one (1) building to the same sewer lateral will not be allowed except by special permission prior to installation and at the sole discretion of the Town.
(Ord. No. 22-05 Amended 9-26-05-Effective Upon Passage)

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

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

(Amended (1) 9-26-05-Effective Upon Passage ; Added "connection" 6-8-20-Effective 7-1-20)

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

(Amended (2) 6-8-20-Effective 7-1-20)

C. Inspection of connection and service lines: After a permit to make connection with the Town's sewer system has been granted, each such connection and the pipes running therefrom to the house or building shall be inspected and approved by a designated official of the Town before the pipes are covered and before the service can be used.

D. Covering of uninspected connections and service lines: Any person covering a sewer connection or sewer service line that has not been inspected and approved as provided in this Article shall be guilty of a misdemeanor. The guilty party shall be required to uncover such connection or pipes so proper inspection can be made.

E. Plugging of ends of pipe not immediately connected: The ends of all sewer pipes not to be immediately connected with are to be securely stopped by a watertight plug.

F. Tampering with system: It shall be unlawful for any person to open or tamper with any manhole, pipe, fence, building or any property to the Town's sewer system or to deface, damage or destroy any property of the Town used in connection with the Town's sewer system.

County served by the water system constructed by the lot owners and subsequently conveyed to the Town of Front Royal.

(Amended to add "system development charge" 6-8-20-Effective 7-1-20)

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

(Added 5-28-90-Effective Upon Passage)

(Amended to add "system development charge" 6-8-20-Effective 7-1-20)

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

(Amended to add "system development charge" 6-8-20-Effective 7-1-20)

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

(Added 6-24-91-Effective 7-1-91; Amended 7-22-91-Eff Upon Passage)

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

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

(Amended to add "of the customer" 6-8-20-Effective 7-1-20)

134-31.1 WATER SERVICE RATES

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

134-36 REMOVAL OF METERS FOR TESTING; PAYMENT OF BILL WHEN COMPLAINT IN PROCESS

A. The town shall not be required to remove and test meters or substitute new meters at the demand of consumers, unless there is good reason to believe such meters are inaccurate.

B. A complaint against a water bill shall not be taken as a proper excuse for nonpayment of same when due or exempt the complainant from the penalties prescribed for failing to pay his bill at the proper time.

134-37 CHARGE FOR REINSPECTION OF METER

A charge, as established by resolution, shall be added to the water bill of each consumer who, by his request, has the town test and inspect a water meter, when said water meter has been tested and inspected by the town at the request of the consumer within a previous twelve-month period. Should, however, the water meter be found to be inaccurate or malfunctioning, the charge will not be assessed.

(Amended 1-26-04-Effective 3-1-04)

134-38 USE OF WATER BY SEVERAL CONSUMERS ON ONE METER

A. When more than one (1) supply is made through one (1) service pipe and under control, in the street, of one (1) stopcock, one (1) person must make application for all such supplies, and the bill will be made to such applicant for all the parties so supplied.

B. Permits for the use of water will not be granted to a block of stores, shops, tenements or rooms occupied by different parties or families using water through the same meter, unless the application shall be made by the landlord or agent of such premises, and all rents and bills for water are to be charged to and collected from him or his agent.

C. The use of water and/or sewer submetering equipment may be used in a commercial or residential occupied by more than one tenant or user if clearly stated in the rental agreement or lease for the leased premises or dwelling unit.

(Added 6-27-05-Effective Upon Passage)

D. Separate buildings shall be provided with separate water meters at the property line. The connection of more than one building to the same meter shall not be allowed except by special permission shall include: additional building(s), landscaping irrigation, decorative fountains/fish pools, swimming pools, and multiple living quarters. In granting such special permission, the Town Manager shall ensure that:

1. Such special permission is applied to single ownership of a lot and/or business;
2. All connections safeguard the health and safety of the public, and shall be made in accordance with the Town's water and sewer specifications manual;

3. The Town's ability to operate the utility system and collect revenues is not inhibited;
4. The new connection is terminated should the property or building supporting the extra connection be conveyed or leased;
5. The consumption rate of the combined use will not be detrimental to trunkline flow or pressure;
6. All sub-meter installations will be inspected by the Town of Front Royal Utilities Inspector;
7. All primary and sub-meter installations will be equipped with backflow protection devices and isolation valves;
8. Isolation valves are installed to effectively turn off all primary and secondary water supplies independently without interruption of the remaining services.

(Added as "C" 9-27-99-Effective Upon Passage)

(Amended as "C and Added 1-8" 7-24-00-Effective Upon Passage)

E. Notwithstanding the provisions of subparagraphs D1 and D4 above, the Town Council may approve an application for the extension of a water service line with or without a submeter to an additional building from a principal building on the same parcel of land, provided that the terms and conditions described in paragraphs A, B, D2, D3, D5, D6, and D7 above are met.

(Ord. No. 7-02 Added as (D) 5-13-02-Eff Upon Pass ; Ord. No. 13-05 Amended (E) 6-27-05-Eff Upon Pass)

134-39 METERING WHEN MORE THAN ONE SERVICE PIPE SUPPLIES PREMISES

When more than one (1) service pipe is used to supply water to one (1) house or tenement, the landlord will be required, before the water shall be allowed to be used at such premises, to have the pipe so arranged that all the water on the premises shall pass through one (1) meter, or if he prefers to do so, additional meters will be furnished by the town, the cost of which, together with the cost of setting the same, meter boxes, repairs, etc., shall be paid by the landlord as provided in this Article.

134-40 REPAIR OR REPLACEMENT OF METERS OR BOXES BECAUSE OF NEGLIGENCE OF CONSUMER

All repairs or replacements of meters or meter boxes caused by carelessness, neglect or interference of consumers shall be made by the town at the expense of the person responsible for the water bill.

134-38 USE OF WATER BY SEVERAL CONSUMERS ON ONE METER

A. When more than one (1) supply is made through one (1) service pipe and under control, in the street, of one (1) stopcock, one (1) person must make application for all such supplies, and the bill will be made to such applicant for all the parties so supplied.

B. Permits for the use of water will not be granted to a block of stores, shops, tenements or rooms occupied by different parties or families using water through the same meter, unless the application shall be made by the landlord or agent of such premises, and all rents and bills for water are to be charged to and collected from him or his agent.

C. The use of water and/or sewer submetering equipment may be used in a commercial or residential occupied by more than one tenant or user if clearly stated in the rental agreement or lease for the leased premises or dwelling unit.

D. Separate buildings shall be provided with separate water meters at the property line. The connection of more than one building to the same meter shall not be allowed except by special permission shall include: additional building(s), landscaping irrigation, decorative fountains/fish pools, swimming pools, and multiple living quarters. In granting such special permission, the Town Manager shall ensure that:

1. Such special permission is applied to single ownership of a lot and/or business;

2. All connections safeguard the health and safety of the public, and shall be made in accordance with the Town's water and sewer specifications manual;

3. The Town's ability to operate the utility system and collect revenues is not inhibited;

4. The new connection is terminated should the property or building supporting the extra connection be conveyed or leased;

5. The consumption rate of the combined use will not be detrimental to trunkline flow or pressure;

6. All sub-meter installations will be inspected by the Town of Front Royal Utilities Inspector;

7. All primary and sub-meter installations will be equipped with backflow protection devices and isolation valves;

8. Isolation valves are installed to effectively turn off all primary and secondary water supplies independently without interruption of the remaining services.

E. Notwithstanding the provisions of subparagraphs D1 and D4 above, the Town Council may approve an application for the extension of a water service line with or without a submeter to an additional building from a principal building on the same parcel of land, provided that the terms and conditions described in paragraphs A, B, D2, D3, D5, D6, and D7 above are met.

Poe's River Edge LLC

139 Passage Manor Drive, Strasburg, Va. 22657

January 17, 2022

Mayor and Town Council

Town of Front Royal, Va.

Mayor Holloway and Members of the Town Council;

Poe's River Edge LLC would like to request a waiver to the Town of Front Royal water meter location requirement of it being located on Town Property.

The existing water meter is located on a narrow pipe stem portion of our property just South of the end of Kendrick Lane and West of the railroad. Due to the unique shape of our property the location of the water meter makes it very difficult to run individual 1" lines through the pipe stem to the developable portion of the property. Also there is no way for the water meter to be located on Town Property as it would need to be located East of the Railroad and we tie into the Town waterline somewhere West of the Railroad.

Poe's River Edge is served by an existing private 4" water line from the main line of the town to an existing water valve on the usable portion of the property, from that point we serve Tax Map Parcel 6A1 of Rustic Restaurant Furniture LLC with a 1" supply line.

We would like to request that the Town amend the code to allow for flexibility for existing unique properties such as ours and to allow us to dedicate a water meter easement past the 4" water line valve in order for us to have 3 water meters, 1 for Parcel 6A1 owned by Rustic Restaurant Furniture LLC Property and 1 for Parcel 5A1 and 1 for Parcel 5A2 both of which are owned by Poe's River Edge LLC. Poe's River Edge would agree to be responsible for all repair and maintenance of the 4" line from the Town line to the water meters.

Poe's River Edge LLC would like to utilize the 30 acres of our property situated outside the flood zone to construct Industrial use buildings on Parcel 5A1 and would agree to pay tap fees on each building we construct.

A Water Supply Line Sketch will be included with this letter showing the existing water meter location, the 4" water supply line Valve and an area for potential building sites we would like to construct in the near future.

Your attention to this matter would be greatly appreciated.

Sincerely,

Donnie Poe

Joe Brogan, Jr.

PROP. RESIDUAL T.M. 20A1-3 PARCEL 5A1
A = 64.1604 ACRES
POE'S RIVER EDGE, LLC
ZONED I-2 USE: VACANT LAND

SHENANDOAH RIVER SOUTH FORK

POE'S RIVER EDGE, LLC
T.M. 20A1-3
PARCEL 5A2
10.0000 ACRES
ZONED I-2
PROPOSED USE: TRUCK PARKING AND MAINT. SHOP
WOODED AREA

PRIVATE DRAIN FIELD AND
SEPTIC LINE EASEMENT
PER INST. # 190002105

20' WIDE UTILITY EASEMENT PER
INST. # 190000698
10' WIDE PRIVATE WATERLINE
EASEMENT PER INST. # 190000698

T.M. 20A1-3 PARCEL 6A1
N/F RUSTIC RESTAURANT FURNITURE, LLC.
PER INST. # 200000388
ZONED I-2
WOODWORKING

55' RADIUS
CUL DE SAC WOODED AREA

EXISTING WATER VALVE
4" MAIN WATER SUPPLY LINE
FROM TOWN OF FRONT ROYAL
AT THE END OF KENDRICK LANE

70' WIDE PRIVATE STREET FOR FUTURE
DEVELOPMENT PER INST. # 190000698

55' PRIVATE STREET
EASEMENT PER PLAT
IN INST. # 190000698

T.M. 20A1-3 PARCEL 4
ZONED -I-2
USE: INDUSTRIAL PARK

N/F EAGLE SKY INDUSTRIAL PARK LLC

T.M. 20A1-3 PARCEL 1
N/F THORPE
PER D.O.B. 345385
ZONED -I-2
USE: TOWING AND AUTO SALVAGE

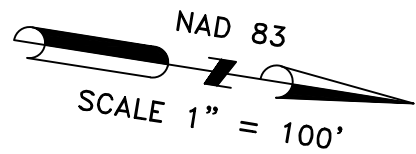
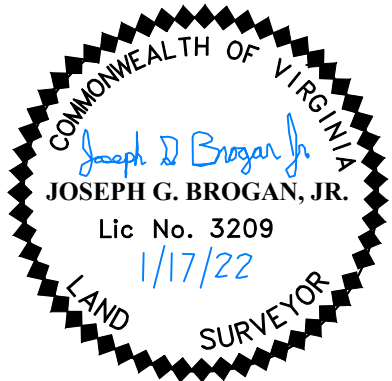
VERTICAL DATUM: NAVD 88.

SKETCH PLAT OF THE WATER SUPPLY
POE'S RIVER EDGE, LLC PROPERTY
FORK MAGISTERIAL DISTRICT
TOWN OF FRONT ROYAL
WARREN COUNTY, VA.

PRIVATE STREET TO BE MAINTAINED BY JOINT MAINTENANCE AGREEMENT.
NO PRIVATE DEED RESTRICTIONS PROPOSED AT THIS TIME.

1 DENOTES POTENTIAL BUILDINGS

PREPARED BY:
BROGAN LAND SURVEYING, PLC
P.O. BOX 1578,
FRONT ROYAL, VA. 22630-0034
TEL. & FAX (540) 635-5657
JANUARY 17, 2022





Work Session Agenda Statement

Item # 03A

Meeting Date: February 15, 2022

Agenda Item: FY22 Budget Amendment for Fleet Maintenance Building

Summary: Council is requested to approve a FY22 Budget Amendment in the amount of \$170,000 to increase FY22 budgeted revenues and allocate \$170,000 toward debt service on a new fleet maintenance building.

Revenues for sales tax and meals tax are currently tracking roughly 17% over budgeted revenues and sufficient to cover the expense. Approving this budget amendment will help advance the project sooner and reduce the expenditure in the FY23 budget.

Budget/Funding:	1000-3121101	General Fund Meals Tax Revenue	\$ 85,000.00
	1000-3120101	General Fund Sales Tax Revenue	\$ 85,000.00
	1203-47009	Automotive Maintenance Building & Structures	\$170,000.00

Staff Recommendation: Staff recommends approving the budget amendment as presented, allowing staff to solicit for bids on the project, and return to Council with financing options; and place on the Council's February 28th consent agenda for final approval.



Work Session Agenda Statement

Item # 03B

Meeting Date: February 15, 2022

Agenda Item: Purchase Additional Message Board

Summary: Staff is requesting Council to approve a sole source purchase of an additional message board from Traffic Safety Supplies in the amount of \$17,950.00

Currently the Town has two message boards and will sometimes attempt borrow additional message boards from surrounding localities. The additional message board will be used to notify citizens of significant events in Town and allow the Town to place message board in additional areas, such as when traffic is directed for leaf traffic on Skyline Drive, Town events, or other appropriate notifications.

This purchase is deemed as a sole source as Traffic Safety Supplies is the only known vendor that can meet the necessary requirements for message boards on roadways, and render this service.

Budget/Funding: 1205-47001 Tourism Machinery & Equipment \$17,950.00

Staff Recommendation: Staff recommends approving the purchase as presented and placed on the Council's February 28th consent agenda for final approval.

12/14/2021

Sales Order #1 52839

Ordered: 12/14/2021

Page 1



14490 Lee Highway
Gainesville, VA 20155
P: (703) 753-7446
www.tssincva.com - info@tssincva.com

Bill To: Town of Front Royal
Town of Front Royal
PO Box
Front Royal, VA 22630

Customer PO# Tony

Order Status: Open

Item Name	Item Description	Size	Order	Sold	Price	Ext Price
PCMS 320 VARIABLE MESSAGE BOARD	Ver-Mac Mid-Size Full Matrix Sign - Hydraulic Lift 63" x 101" display panel, 30 x 48 pixels 3 X 85 watt solar panels, Stealth Technology, Jamlogic Refresh & Alerts NTCIP V-Touch Controller with V-Sync W I-FI 4G Modem & 10 year cell plan OPT-MS-Stealth Charger 15 Amp Charger for Stealth Batteries		1	0	\$17,950.00	\$17,950.00

Total Qty Ordered: 1

Percent Unfilled: 100

Exempt Subtotal: \$17,950.00
0 % Tax: + \$0.00
TOTAL: \$17,950.00
Deposit Balance: \$0.00
Balance Due: \$17,950.00

THANK YOU FOR YOUR ORDER!

Remittance Address
Please Send All Payments to:
14490 Lee Highway
Gainesville, VA 20155

1205-47001



SOLE SOURCE JUSTIFICATION FORM

Requesting Department: Public Works Department

Description of Commodities or Services: VER-MAC Message Board

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

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

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

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

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

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

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

_____ None of the above apply (Please attach explanation)

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

Circle one: History Cost of similar commodities or services

Published prices Negotiated cost

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

Initiator: _____
Signature

Date: 1-19-2022

Verification by Department Head: Robert B. Bay
Signature

2021 Calendar Year

To whom it may concern,

The following is to confirm that Traffic Safety Supplies Inc., is an authorized sole source distributor for the complete VerMac product line in the state of Virginia.

Should you have any questions or require further information please do not hesitate to contact me.

Sincerely,



Kimberly Jack
Inside Sales Coordinator



Work Session Agenda Statement

Item #03C

Meeting Date: February 15, 2022

Agenda Item: Purchase Replace Police Vehicle

Summary: Council is requested to approve the purchase of a 2022 Ford Interceptor Utility from Sheehy Ford of Richmond in the amount of \$34,127.80 to replace Town vehicle that was damaged in a crash.

The Sheehy Ford of Richmond contract is competitively bid by the State of Virginia's Fleet Management Services and authorizes localities to make such purchases.

Budget/Funding:

3102-47005	Police Patrol Motor Vehicles - \$28,437.31
1610-47005	Asset Forfeiture Motor Vehicles – \$5,690.49

(Total funding will be available upon Council approval of FY22 Budget Amendment to receive funds from insurance carrier)

Staff Recommendation: Staff recommends approving as presented and placed on Council's Regular Business Meeting Agenda on February 28, 2022 under the Consent Agenda.



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: February 1, 2022
To: Tina Presley, Senior Executive Assistant
Town Manager's Office
From: B.J. Wilson, Director of Finance
RE: Request to Add Agenda Item

Purchasing responded to a request from the Director of Fleet Management to purchase one (1) 2022 Ford Police Interceptor Utility from Sheehy Ford of Richmond on Virginia State Contract 22-05-0917. The new vehicle will be replacing a vehicle that was damaged in a crash. The damage vehicle will be kept for parts due to there being a shortage and long back order on replacement parts. Parts from the damaged vehicle will interchange with other vehicles in the Town's fleet.

The Sheehy Ford of Richmond contract is competitively bid by the State of Virginia's Office of Fleet Management Services and authorizes localities to make such purchases to improve their own fleet.

Town Council is requested to approve this purchase that is recommended by staff in the amount of \$34,127.80.

The Police Department Division of Patrol has requested Council to approve a FY22 budget amendment to receive funds from the insurance carrier and has transferred additional funds to accommodate the purchase. Upon Council's approval of the budget amendment for insurance funds; funding will be available in the Police Patrol Division FY22 line item 3102-47005 in the amount of \$28,437.31 for the purchase of the vehicle with remaining funds of \$5,690.49 to be used from 1610-47005 Asset Forfeiture Motor Vehicles.

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



Virginia Public Body Procurement Worksheet

The Virginia Sheriffs' Association's Vehicle Procurement Program is open to all public bodies within the Commonwealth of Virginia.
For assistance with the worksheet and any questions regarding this Procurement Program please contact Anna Martin at (919) 459-1072.

Disclaimer: Please contact awarded dealer before issuing purchase order. Pricing is subject to change.

Click on the dealer directory below for all contact information.

[Dealer Directory](#)

Bid 22-05-0917 Specification #139

N/A GAS ENGINE

Awarded Dealer	Type of Vehicle	Zone	Base Unit Price
Sheehy Ford of Richmond	2022 Ford Police Interceptor Utility AWD (K8A)	Dogwood	\$32,374.00
Sheehy Ford of Richmond	2022 Ford Police Interceptor Utility AWD (K8A)	Colonial	\$32,276.00
Sheehy Ford of Richmond	2022 Ford Police Interceptor Utility AWD (K8A)	Heritage	\$32,276.00
Sheehy Ford of Richmond	2022 Ford Police Interceptor Utility AWD (K8A)	Chesapeake	\$32,246.00
Sheehy Ford of Richmond	2022 Ford Police Interceptor Utility AWD (K8A)	No Delivery	\$32,223.00

The 2022 Ford Police Interceptor Utility AWD (K8A) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and VSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

Purchasing Agency: **FRONT ROYAL PD (IN-STOCK UNIT)**

Color (Specify Color per Quantity): **Agate Black(UM)**

Please use a separate worksheet per vehicle when ordering multiple vehicles with different options.

Quantity	(Please select your zone from drop down menu below)	Unit Price	Qty Price
1	Heritage	\$32,276.00	\$ 32,276.00

A quantity must be entered for all desired options below.

When ordering vehicles with the exact same options, please enter the number of vehicles as the quantity for all options below. For example, if you are ordering 2 vehicles enter 2 for all requested options)

Order Code Add Options

1	Tail Lamp / Police Interceptor Housing Only: Pre-existing holes with standard twist lock sealed capability (does not include LED strobe)(eliminates need to drill housing assemblies)	86T	\$56.40	\$ 56.40
1	Remote Keyless	55F	Included	\$ -
1	Dark Car Feature – Courtesy lamps disabled when any door is opened	43D	\$23.50	\$ 23.50
1	Switchable Red/White Lighting in Cargo Area (deletes 3rd row overhead map light)	17T	\$47.00	\$ 47.00
1	Pre-wiring for grille LED lights, siren and speaker	60A	\$47.00	\$ 47.00
1	Spot Lamp – LED Bulb: Driver Only (Unity)	51R	\$371.30	\$ 371.30
1	Rear-Door controls Inoperable / Locks Inoperable (locks, handles and windows) Note: Not available with 52P. Note: Can manually remove window or door disable plate; Note: Locks/windows operable from driver's door switches with special tool	68G	\$70.50	\$ 70.50
1	Mirrors – Heated Sideview - Note: Not required when ordering BLIS® (heated mirror is included with BLIS®)	549	\$56.40	\$ 56.40
1	Reverse Sensing System	76R	\$258.50	\$ 258.50
1	Aux Air Conditioning - Note: Now available with Cargo Storage Vault (63V).	17A	\$573.40	\$ 573.40
1	100 Watt Siren/Speaker (includes bracket and pigtail)	18X	\$296.10	\$ 296.10
1	OBD - II Split Connector	61B	\$51.70	\$ 51.70
	Non Contract Items			
	Window Tint		\$300.00	
	Extra Key and Remote		\$70.00	
	Total Per Unit			\$ 34,127.80
	Exterior Color:			
	Medium Brown Metallic	BU		
	Arizona Beige Metallic Clearcoat	E3		
	Vermillion Red	E4		
	Blue Metallic	FT		

	Smokestone Metallic	HG		
	Kodiak Brown Metallic	J1		
	Dark Toreador Red Metallic	JL		
	Iconic Silver Metallic	JS		
	Dark Blue	LK		
	Royal Blue	LM		
	Light Blue Metallic	LN		
	Silver Grey Metallic	TN		
	Sterling Grey Metallic	UJ		
1	Agate Black	UM		
	Medium Titanium Metallic	YG		
	Oxford White	YZ		
	Carbonized Grey	M7		
	Total of All Units			\$ 34,127.80

Next Steps: Please submit completed worksheet to contracted dealer to confirm all pricing as pricing is subject to change.
Original purchase order must be sent to contracted dealer.
A copy of all purchase orders must be sent to Kaylyn Mtiman at kmitman@virginiasheriffs.org



Work Session Agenda Statement

Item # 03D

Meeting Date: February 15, 2022

Agenda Item: Additional water usage for new building at 195 Toray Drive in the Rt. 340/522 Corridor.

Summary: Recently Town staff received a request to amend the utility easements between 190 and 195 Toray Drive to facilitate the extension of a 12-inch water line under Toray Drive. The proposed annual net increase in water usage for the properties located at 190 and 195 Toray drive is 1 million gallons or roughly 2,740 gallons per day (GPD). A capacity analysis of the Town Water Treatment Plant shows the Plant has the capacity to meet this additional demand. The current capacity of the Town's Water Treatment Plant is 4.3 million GPD and its average daily demand is 1.85 million GPD. Section 134-1 D of the Town Code requires sufficient studies and modeling of the Town's utility system prior to the Council consideration of any additional connections or extensions to the system. The capacity analysis that was completed by the Town's consultant fulfills this requirement.

The properties located at 190 and 195 Toray Drive are not located in the Extension Moratorium Area established by Section 134-1 D of the Town Code. Section 134-1 C of the Town Code establishes the Town Manager as the contact for requests to connect to or extend the water/sewer lines in the service corridor and establishes Town Council as the decision-making authority to consider such requests.

Attachments:

- January 6, 2022 – Memo from Public Works Department
- Site Location
- Rt. 340/522 Service Corridor
- Vacations/Additions to Easements

Budget/Funding – N/A

Staff Recommendation: Staff recommends approving the extension of utility lines to 195 Toray Dr., including the additional demand for 1 million gallons of water annually and placed on the Council's February 28th consent agenda for final approval.

Memo



Town of Front Royal Public Works

TO: Kathleen Leidich, Assistant Town Manager
FROM: Robert Boyer, Public Works Director
CC: Steven Hicks, Town Manager
DATE: January 6, 2022
RE: 195 Toray Drive – InterChange Storage Facility Utility Request

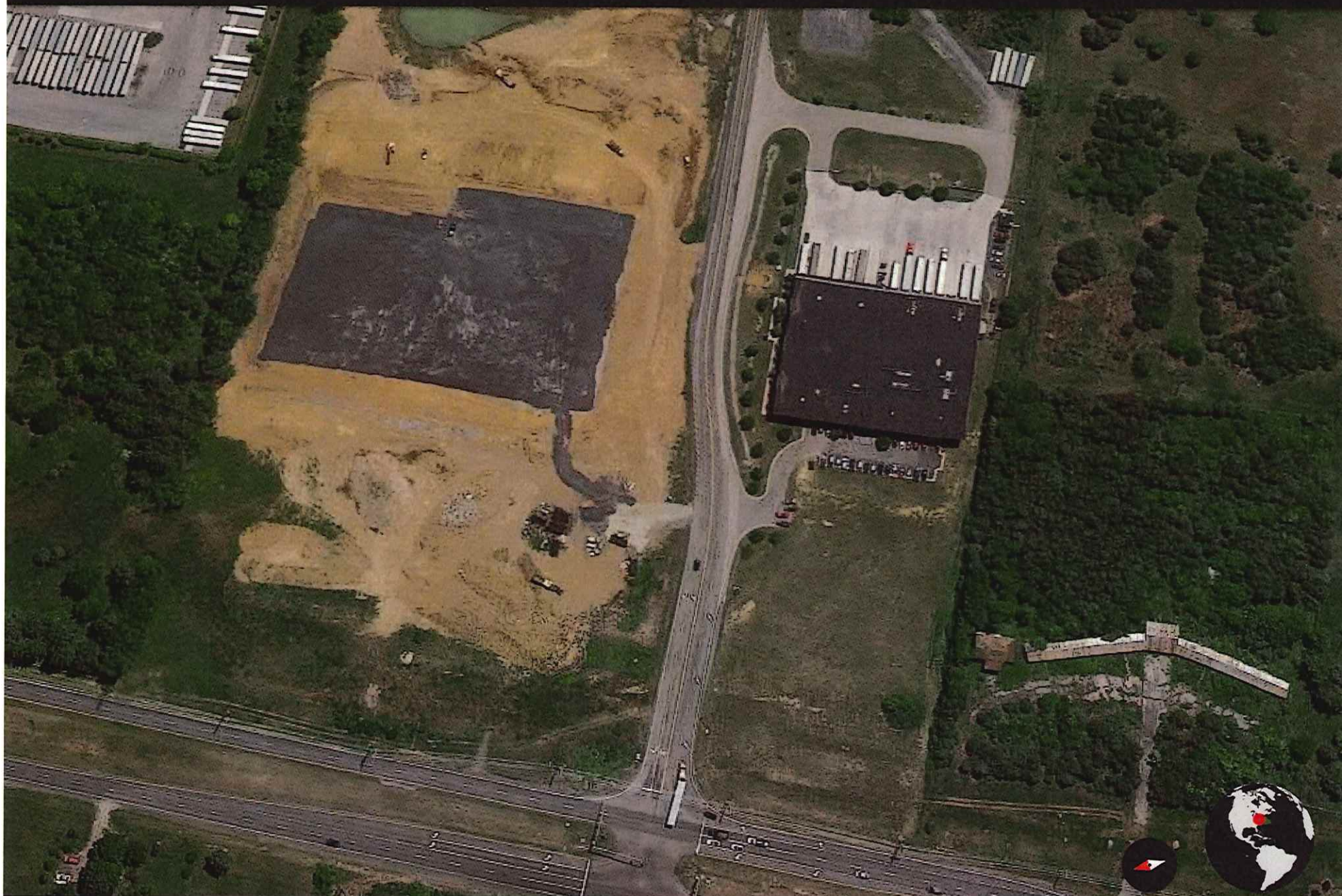
The Public Works Department has reviewed the request from InterChange Group, INC to the withdrawal of another 1 million gallons of water annually in the 522N Corridor and to discharge the same amount into the Town's sewer system. We checked the request demands with the recent water model completed by CHA Engineering in 2019. When you break down the requested amount down to daily usage it comes out to roughly 2,740 gallons per day which we have the current capacity to provide to the InterChange Group, INC if the Town Council chooses to approve this request.

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

You are currently running an experimental version of Earth.

[Learn more](#)

[Send feedback](#)

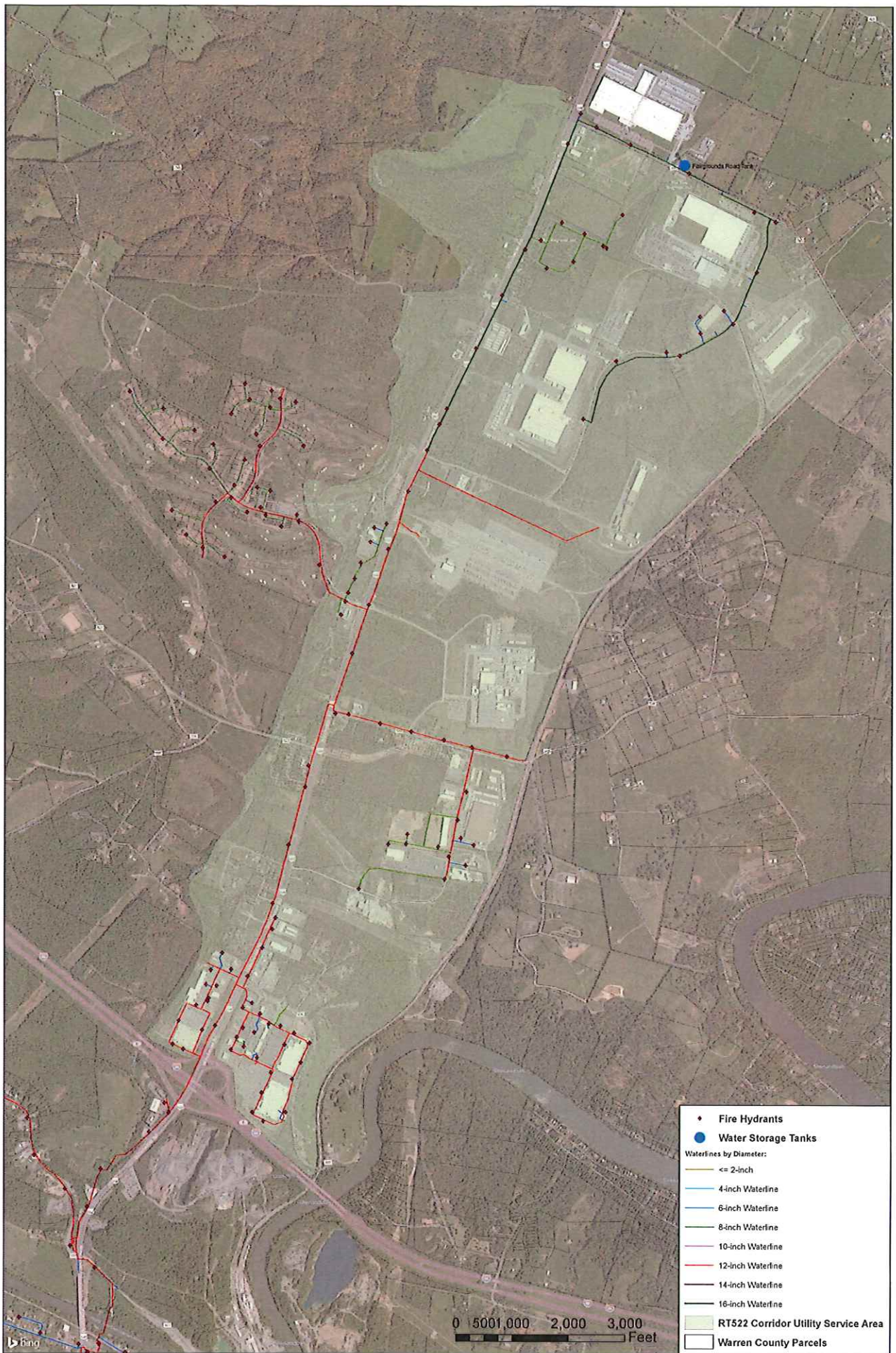


Google Earth

Imagery date: 5/16/17-newer

90 m

Camera: 898 m 38°59'28"N 78°10'39"W 184 m



1501 Innovation Drive • Blacksburg, Va 24060
540-553-5548 • www.chacompanies.com

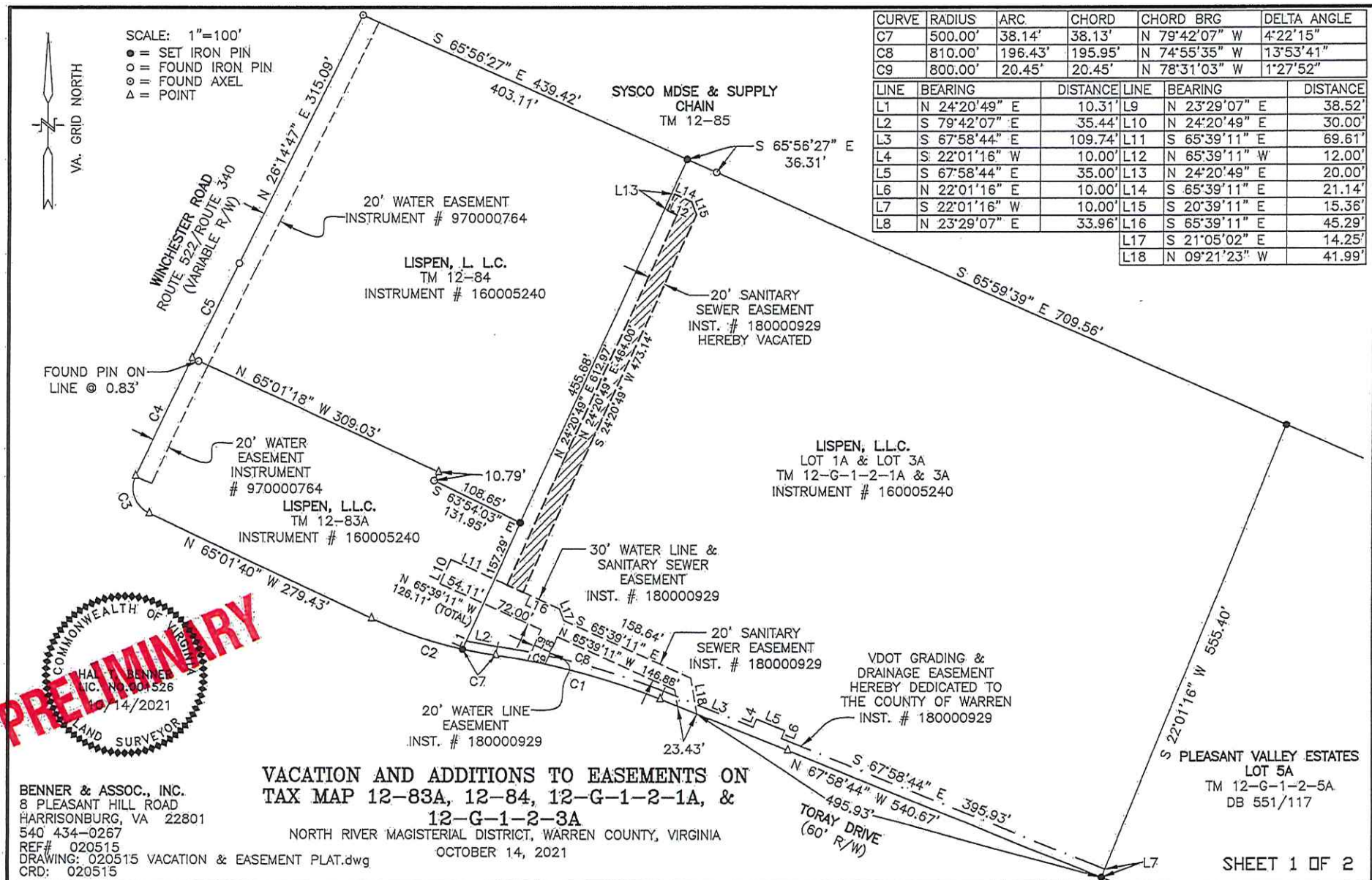
**TOWN OF FRONT ROYAL
ROUTE 522 CORRIDOR
UTILITY SERVICE AREA**

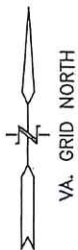


1 inch = 750 feet

Project No. : xxxxxx

Date : Month Year





SCALE: 1"=20'
 ● = SET IRON PIN
 Δ = POINT

LISPEN, L.L.C.
 TM 12-83A
 INSTRUMENT # 160005240

20' SANITARY SEWER EASEMENT
 INST. # 180000929
 HEREBY VACATED

50' WATERLINE EASEMENT

30' WATER LINE &
 SANITARY SEWER
 EASEMENT
 INST. # 180000929

ADDITION TO 20'
 WATER LINE EASEMENT

ADDITION TO 30'
 WATERLINE & SANITARY
 SEWER EASEMENT

20' SANITARY SEWER
 EASEMENT
 INST. # 180000929

20' WATER LINE
 EASEMENT
 INST. # 180000929

NEW EASEMENTS		
LINE	BEARING	DISTANCE
L19	S 65°39'11" E	64.62'
L20	N 24°20'49" E	35.77'
L21	S 65°39'11" E	50.00'
L22	S 24°20'49" W	35.77'
L23	N 65°39'11" W	50.00'
L24	S 65°39'11" E	20.29'
L25	S 65°39'11" E	12.00'
L26	S 21°05'02" E	14.25'
L27	N 65°39'11" W	12.00'
L28	N 23°29'07" E	36.27'
L29	N 21°05'02" W	3.20'
L30	S 65°39'11" E	2.25'
L31	S 23°29'07" W	2.25'

BENNER & ASSOC., INC.
 8 PLEASANT HILL ROAD
 HARRISONBURG, VA 22801
 540 434-0267
 REF# 020515
 DRAWING: 020515 VACATION & EASEMENT PLAT.dwg
 CRD: 020515

SHEET 2 OF 2



Work Session Agenda Statement

Item # 03E

Meeting Date: February 15, 2022

Agenda Item: Deeds of Easement granting to the Town easements for the existing and new waterlines on the property located at 190 Toray Drive and to vacate and relocate sewer and waterline easements located on 195 Toray Drive.

Summary: Town staff has been working with representatives from the InterChange Group, Inc. to finalize the water/sewer easements and supporting documents for the properties located at 190 and 195 Toray Drive.

The request to amend the utility easements between 190 and 195 Toray Drive was made to facilitate the extension of a 12-inch water line under Toray Drive. As mentioned previously, the proposed annual net increase in water usage for the properties located at 190 and 195 Toray drive would be 1 million gallons or roughly 2,740 gallons per day (GPD). A capacity analysis of the Town Water Treatment Plant shows the Plant has the capacity to meet this additional demand. The current capacity of the Town's Water Treatment Plant is 4.3 million GPD and its average daily demand is 1.85 million GPD. Section 134-1 D of the Town Code requires sufficient studies and modeling of the Town's utility system prior to the Council consideration of any additional connections or extensions to the system. The capacity analysis that was completed by the Town's consultant fulfills this requirement.

The properties located at 190 and 195 Toray Drive are not located in the Extension Moratorium Area established by Section 134-1 D of the Town Code. Section 134-1 C of the Town Code establishes the Town Manager as the contact for requests to connect to or extend the water/sewer lines in the service corridor and establishes Town Council as the decision-making authority to consider such requests.

Attachments:

- February 3, 2022-Email from InterChange Group, Inc.
- Site Drawing-Showing proposed locations of Water/Sewer Lines
- Site Drawings-Showing proposed vacation and additions to easements
- Deed of Easement and Partial Vacation of Easement-Lispen, LLC.
- Deed of Easement-Shen Valley, LLC.

Budget/Financing: N/A

Staff Recommendation: Staff recommends Town Council consider the proposed easement documents for 190 and 195 Toray Drive at its Regular Business Meeting under the Consent Agenda on February 28, 2022.

Kathleen Leidich

From: Martha Kidd <martha.kidd@interchangeeco.com>
Sent: Thursday, February 3, 2022 2:06 PM
To: Kathleen Leidich; Robbie Boyer; George Sonnett
Cc: Devon Anders; Lisa Anne Hawkins (lisa@hawkinslawplc.com)
Subject: Toray Drive Waterline Easements
Attachments: Lisen Deed of Easement and Partial Vacation - Toray Drive, Front Royal, 2.docx; Vacation and Addition to Easements Plat (Front Royal).pdf; Shen Valley Deed of Easement - Waterline, Toray Drive, Front Royal, 2.docx; Waterlines with easements.pdf

Our attorney has prepared two Deeds of Easement granting to the Town easements for the existing and new waterlines on 190 Toray and to vacate and relocate sewer and waterline easements on 195 Toray.

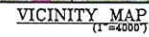
I believe that you have previously reviewed and approved the attached Vacation and Additions Plat for the easements on 195 Toray but let me know if there are any outstanding questions there.

As I mentioned to Kathy yesterday, due to the weather our surveyor has not been able to do his sitework for the easement plat on 190 Toray, but I have attached here the information our engineer was able to provide as to the location of the existing and new easements. We would ask you to review and use this drawing for purposes of the package to go out to Council members for the February work session. We will have the plat available in advance of the Council meeting on February 28th and can then finalize the bracketed definition in the Deed of Easement for the easements shown on the plat.

Please let us know if you need anything further from us in order to keep this moving toward consideration and approval at the February Council meeting. Thank you for your assistance in this regard.

Martha Kidd
Executive Assistant – Senior Leadership Team
InterChange Group, Inc.
1346 Pleasants Drive, Suite 6
4666 Early Road, Mt. Crawford 22841 (physical/delivery address)
Harrisonburg, VA 22801
(540) 433-1900 ext. 2029
martha.kidd@interchangeeco.com

We care deeply; please stay safe. 🍷



**BLACKWELL
ENGINEERING, PLC**
565 East Market Street
Harrisburg, Virginia 22801
Phone: (540)343-1855 Fax: (540)343-7864
E-Mail: BW@blackwelleng.com

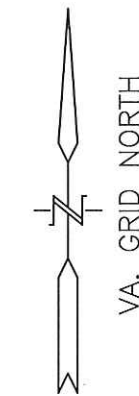


WATERLINES & EASEMENTS

VIP INDUSTRIAL PARK - PHASE 2
INTERCHANGE
1346 PLEASANTS DRIVE
HARRISONBURG VA, 22801

Drawing No.
1
of 1 Sheets



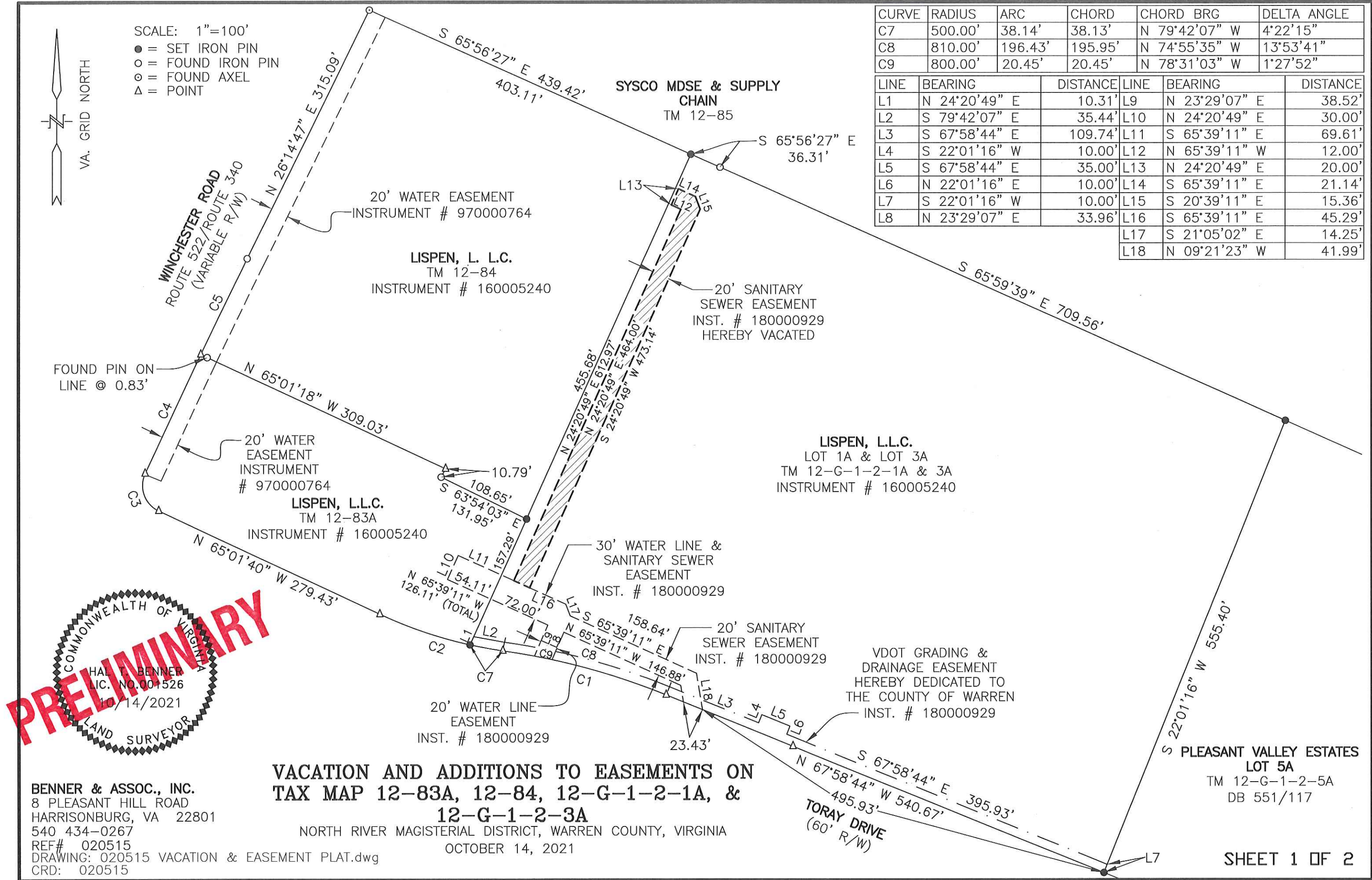


SCALE: 1"=100'

- = SET IRON PIN
- = FOUND IRON PIN
- ⊙ = FOUND AXEL
- △ = POINT

CURVE	RADIUS	ARC	CHORD	CHORD BRG	DELTA ANGLE
C7	500.00'	38.14'	38.13'	N 79°42'07" W	4°22'15"
C8	810.00'	196.43'	195.95'	N 74°55'35" W	13°53'41"
C9	800.00'	20.45'	20.45'	N 78°31'03" W	1°27'52"

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 24°20'49" E	10.31'	L9	N 23°29'07" E	38.52'
L2	S 79°42'07" E	35.44'	L10	N 24°20'49" E	30.00'
L3	S 67°58'44" E	109.74'	L11	S 65°39'11" E	69.61'
L4	S 22°01'16" W	10.00'	L12	N 65°39'11" W	12.00'
L5	S 67°58'44" E	35.00'	L13	N 24°20'49" E	20.00'
L6	N 22°01'16" E	10.00'	L14	S 65°39'11" E	21.14'
L7	S 22°01'16" W	10.00'	L15	S 20°39'11" E	15.36'
L8	N 23°29'07" E	33.96'	L16	S 65°39'11" E	45.29'
			L17	S 21°05'02" E	14.25'
			L18	N 09°21'23" W	41.99'



PRELIMINARY

COMMONWEALTH OF VIRGINIA
HAL T. BENNER
LIC. NO. 001526
10/14/2021
LAND SURVEYOR

BENNER & ASSOC., INC.
8 PLEASANT HILL ROAD
HARRISONBURG, VA 22801
540 434-0267
REF# 020515
DRAWING: 020515 VACATION & EASEMENT PLAT.dwg
CRD: 020515

**VACATION AND ADDITIONS TO EASEMENTS ON
TAX MAP 12-83A, 12-84, 12-G-1-2-1A, &
12-G-1-2-3A**

NORTH RIVER MAGISTERIAL DISTRICT, WARREN COUNTY, VIRGINIA
OCTOBER 14, 2021



SCALE: 1"=20'
● = SET IRON PIN
Δ = POINT

LISPEN, L.L.C.
TM 12-83A
INSTRUMENT # 160005240

20' SANITARY SEWER EASEMENT
INST. # 180000929
HEREBY VACATED

50' WATERLINE
EASEMENT

ADDITION TO 30'
WATERLINE & SANITARY
SEWER EASEMENT

ADDITION TO 20'
WATER LINE EASEMENT

30' WATER LINE &
SANITARY SEWER
EASEMENT
INST. # 180000929

20' SANITARY SEWER
EASEMENT
INST. # 180000929

20' WATER LINE
EASEMENT
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NEW EASEMENTS		
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BENNER & ASSOC., INC.
8 PLEASANT HILL ROAD
HARRISONBURG, VA 22801
540 434-0267
REF# 020515
DRAWING: 020515 VACATION & EASEMENT PLAT.dwg
CRD: 020515

THIS DOCUMENT WAS PREPARED BY:
LISA ANNE HAWKINS (VSB# 44738)
HAWKINS LAW PLC
P.O. BOX 4
BRIDGEWATER, VIRGINIA 22812

Tax Map Numbers: 12-G-1-2-1A1

This deed is exempt from taxation under Virginia Code § 58.1-81 1(A)(3).

This **DEED OF EASEMENT and PARTIAL VACATION OF EASEMENT**, made this ___ day of _____, 2022 (this “Agreement”), is by and between **LISPEN, LLC**, a Virginia limited liability company, Grantor (“Property Owner”), and the **TOWN OF FRONT ROYAL, VIRGINIA**, a body politic, Grantee (the “Town”). **IPS2, LLC**, a Virginia limited liability company, additional Grantor (“Ground Lessee”) joins in this instrument as an additional grantor to evidence its consent to the easements granted in this instrument.

W I T N E S S E T H:

WHEREAS, Property Owner dedicated to public use certain easements for water and sewer (the “Existing Easements”) as shown and depicted on the plat dated June 28, 2017, prepared by Hal T. Benner, L.S., entitled “Lot Line Adjustment & Vacation Between Tax Map 12-83A, 12-84, 12-G-1-2-1A, & 12-G-1-2-3A,” attached to and recorded with the Owner’s Consent and Dedication thereof in the Office of the Clerk of the Circuit Court of Warren County, Virginia, as Instrument 180000929, (the “2017 Plat”);

WHEREAS, Property Owner has requested, and the Town has agreed to: (a) vacate a portion of the public sanitary sewer easement dedicated on the 2017 Plat, and (b) accept public dedication of additions to the Existing Easements, all on the terms set forth in this instrument; and

WHEREAS, the proposed easement crosses a portion of the property acquired by Property Owner by deed recorded in the Office of the Clerk of the Circuit Court of Warren County, Virginia as Instrument No. 160005240 (the "Property"), and Property Owner is the fee simple owner of the Property as of the date hereof.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged:

PARTIAL VACATION OF SANITARY SEWER EASEMENT

The Town does hereby vacate and release, and quitclaims to Property Owner, that portion of the Existing Easements shown as "20' Sanitary Sewer Easement Inst. # 180000929 Hereby Vacated" on the attached plat dated _____, 20____, prepared by Hal T. Benner, L.S., entitled "Vacation and Additions to Easements on Tax Map 12-83A, 12-84, 12-G-1-2-1A, & 12-G-1-2-3A" (the "New Easement Plat"), and all sanitary sewer facilities located therein. No other portion of the Existing Easements is vacated by this instrument.

GRANT OF WATERLINE EASEMENTS

Property Owner does hereby GRANT and CONVEY with GENERAL WARRANTY of TITLE unto the Town a perpetual right of way and non-exclusive easement to construct, install, operate, maintain, repair, replace, relocate and extend a water line consisting of pipes, equipment, and appurtenances to such pipes and equipment, over, under and across those portions of Property Owner's land which are shown and described as "50' Waterline Easement," "Addition to 20' Water Line Easement," and "Addition to 30' Waterline & Sanitary Sewer Easement" (the "Waterline Easements") on the New Easement Plat. Reference is made to the New Easement Plat for the exact location and dimension of the Waterline Easements hereby

granted and the property over which they cross. This dedication is made with the free consent and in accordance with the desire of Property Owner.

The Property Owner reserves the right to use the area within the Waterline Easements for any purpose not inconsistent with the easement rights granted herein, and further specifically reserves the right, without limitation, to install, maintain, repair and replace curbs, paved roads, parking areas, walkways, paths, and other similar non-structural improvements within the Waterline Easement area. Notwithstanding the foregoing, fences and other similar structural improvements that may be readily moved are permitted.

OWNERSHIP OF FACILITIES

The utility facilities constructed within the Waterline Easements shall be the property of the Town, its successors and assigns, which shall have the right to inspect, rebuild, remove, repair, improve and make such changes, alterations and connections to or extensions of its facilities within the boundaries of the Waterline Easements as are consistent with the purposes expressed herein, at its sole cost and expense.

MISCELLANEOUS PROVISIONS

A. Damage to Improvements. In the event that any work performed pursuant to the provisions of this Deed of Easement causes any physical damage or destruction to the improvements located on Property Owner's Property, Town shall promptly restore, at Town's expense, the affected property to at least as good a condition as existed prior to the commencement of such work.

B. Notice and Interference. Town shall provide Property Owner reasonable advanced notice that Town intends to enter the Waterline Easement area and/or if there will be any

interruptions in service. Further, Town will use commercially reasonable efforts not to interfere with Property Owner's business during normal hours of operation.

C. Indemnity. Town shall and hereby agrees to, indemnify, defend and hold harmless Property Owner, its affiliates, permittees, successors and assigns, from and against any third party claims, demands, actions, causes of action, proceedings, liabilities, losses, damages, fines, penalties, liens, costs and expenses of any nature whatsoever, at law or in equity, arising directly or indirectly out of or relating to (a) any act or omission of Town or its respective employees, agents, contractors, or invitees (collectively, "Permittees") in connection with the use of the Waterline Easements granted hereunder, (b) the negligence, willful misconduct or intentional act of Town or any of its Permittees, and/or (c) any breach of Town's obligations under this Agreement.

D. Limitation of Liability. The liability of Property Owner with respect to its obligations under this Agreement, if any, shall be limited to the equity interest, if any, in the Property. In no event shall any employee, officer, director, member, limited partner or shareholder of Property Owner have any personal liability for any obligations arising under this Agreement.

E. Governing Law. This Agreement is entered into and shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without reference to any conflict of laws principles.

F. Binding Nature. This Agreement shall be binding upon and inure to the benefit of Property Owner and Town and their respective successors and assigns. The provisions of this Agreement shall constitute covenants running with the Property for the reciprocal burden and

benefit thereof and shall be binding upon each successive Property Owner during its ownership of the Property.

GROUND LESSEE CONSENT

As Ground Lessee under the Ground Lease made as of November 30, 2021, pursuant to which it has a leasehold estate in Warren County Tax Parcel 12G-1-2-1A1, IPS2, LLC joins in this instrument to evidence its consent to the release and grant of easements as set forth herein.

SIGNATURE PAGES FOLLOW.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and delivered on due authority.

PROPERTY OWNER:

LISPEN, LLC,
a Virginia limited liability company

By: InterChange Group, Inc., its Manager

By: _____ (SEAL)
Name: _____
Its: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this _____ day of _____, 2022 on behalf of Lisper, LLC, by InterChange Group, Inc., its Manager, by _____, its _____.

[SEAL]

Notary Public
Notary Public Registration No.: _____
My Commission Expires: _____

GROUND LESSEE:

IPS2, LLC,
a Virginia limited liability company

By: _____ (SEAL)
Dean M. Nichols, Manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this
_____ day of _____, 2022 on behalf of IPS2, LLC, by Dean M. Nichols, its
Manager.

[SEAL]

Notary Public
Notary Public Registration No.: _____
My Commission Expires: _____

TOWN:

TOWN OF FRONT ROYAL, VIRGINIA

By: _____ (SEAL)

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this
____ day of _____, 2022 by _____ as _____
of Town of Front Royal, Virginia.

[SEAL]

Notary Public

Notary Public Registration No.: _____

My Commission Expires: _____

LIENHOLDER CONSENT

Truist Bank, a North Carolina banking corporation, as lienholder of the Virginia Deed of Trust and Security Agreement dated as of December 14, 2021, of record in the Clerk's Office of the Circuit Court of Warren County, Virginia as Instrument #210010657, naming BB&T-VA Collateral Service Corporation as Trustee, consents to this Deed of Easement and Partial Vacation of Easement, and agrees that in the event of a foreclosure or other sale of the property encumbered by such Deed of Trust whether by judicial or non-judicial proceeding, the property shall be sold subject to this Waterline Easements dedicated to public use by this instrument.

LENDER: TRUIST BANK

BY: _____

Name:

Title:

COMMONWEALTH OF VIRGINIA,
COUNTY/CITY OF _____, to wit:

The foregoing instrument was acknowledgment before me in the aforesaid jurisdiction this ____ day of _____, 2022, by _____ who is _____ of Truist Bank, on its behalf.

[SEAL]

Notary Public Registration No.: _____

My commission expires: _____

TRUSTEE: BB&T-VA COLLATERAL SERVICE CORPORATION

BY: _____

Name:

Title:

The foregoing instrument was acknowledgment before me in the aforesaid jurisdiction this ____ day of _____, 2022, by _____ who is _____ of BB&T-VA Collateral Service Corporation, on its behalf.

[SEAL]

Notary Public Registration No.: _____

My commission expires: _____

4879-8678-5804, v. 2

THIS DOCUMENT WAS PREPARED BY:
LISA ANNE HAWKINS (VSB# 44738)
HAWKINS LAW PLC
P.O. BOX 4
BRIDGEWATER, VIRGINIA 22812

Tax Map Numbers: 12-G-1-2-2A

This deed is exempt from taxation under Virginia Code § 58.1-81 1(A)(3).

This **DEED OF EASEMENT** made this ____ day of _____, 2022 (this “Agreement”), is by and between **SHEN VALLEY, L.L.C.**, a Virginia limited liability company, Grantor (“Property Owner”), and the **TOWN OF FRONT ROYAL, VIRGINIA**, a body politic, Grantee (the “Town”).

W I T N E S S E T H:

WHEREAS, Property Owner has agreed to grant the Town a water line easement shown on the plat attached hereto as Exhibit A and recorded herewith entitled “_____” prepared by Hal T. Benner, L.S., dated _____ and last revised on _____ (the “Plat”); and

WHEREAS, as shown on the Plat, the proposed easement crosses a portion of the property acquired by Property Owner by deed recorded in the Office of the Clerk of the Circuit Court of Warren County, Virginia as Instrument No. 050002630 (the “Property”), and Property Owner is the fee simple owner of the Property as of the date hereof.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Property Owner does hereby GRANT and CONVEY with GENERAL WARRANTY of TITLE unto the Town a perpetual right of way and non-exclusive easement to construct, install, operate, maintain, repair, replace, relocate and extend a water line consisting of pipes, equipment, and

appurtenances to such pipes and equipment, over, under and across those portions of Property Owner's land which are shown and described as ["20' Waterline Easement"] on the Plat (the "Waterline Easement"). Reference is made to the Plat for the exact location and dimension of the Waterline Easement hereby granted and the property over which they cross. This dedication is made with the free consent and in accordance with the desire of Property Owner.

The Property Owner reserves the right to use the area within the Waterline Easement for any purpose not inconsistent with the easement rights granted herein, and further specifically reserves the right, without limitation, to install, maintain, repair and replace curbs, paved roads, parking areas, walkways, paths, and other similar non-structural improvements within the Waterline Easement area. Notwithstanding the foregoing, fences and other similar structural improvements that may be readily moved are permitted.

OWNERSHIP OF FACILITIES

The utility facilities constructed within the Waterline Easement shall be the property of the Town, its successors and assigns, which shall have the right to inspect, rebuild, remove, repair, improve and make such changes, alterations and connections to or extensions of its facilities within the boundaries of the Waterline Easement as are consistent with the purposes expressed herein, at its sole cost and expense.

MISCELLANEOUS PROVISIONS

A. Damage to Improvements. In the event that any work performed pursuant to the provisions of this Deed of Easement causes any physical damage or destruction to the improvements located on Property Owner's Property, Town shall promptly restore, at Town's expense, the affected property to at least as good a condition as existed prior to the commencement of such work.

B. Notice and Interference. Town shall provide Property Owner reasonable advanced notice that Town intends to enter the Waterline Easement area and/or if there will be any interruptions in service. Further, Town will use commercially reasonable efforts not to interfere with Property Owner's business during normal hours of operation.

C. Indemnity. Town shall and hereby agrees to, indemnify, defend and hold harmless Property Owner, its affiliates, permittees, successors and assigns, from and against any third party claims, demands, actions, causes of action, proceedings, liabilities, losses, damages, fines, penalties, liens, costs and expenses of any nature whatsoever, at law or in equity, arising directly or indirectly out of or relating to (a) any act or omission of Town or its respective employees, agents, contractors, or invitees (collectively, "Permittees") in connection with the use of the Waterline Easement granted hereunder, (b) the negligence, willful misconduct or intentional act of Town or any of its Permittees, and/or (c) any breach of Town's obligations under this Agreement.

D. Limitation of Liability. The liability of Property Owner with respect to its obligations under this Agreement, if any, shall be limited to the equity interest, if any, in the Property. In no event shall any employee, officer, director, member, limited partner or shareholder of Property Owner have any personal liability for any obligations arising under this Agreement.

E. Governing Law. This Agreement is entered into and shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without reference to any conflict of laws principles.

F. Binding Nature. This Agreement shall be binding upon and inure to the benefit of Property Owner and Town and their respective successors and assigns. The provisions of this

Agreement shall constitute covenants running with the Property for the reciprocal burden and benefit thereof and shall be binding upon each successive Property Owner during its ownership of the Property.

Signature pages follow.

IN WITNESS WHEREOF, Shen Valley, L.L.C. has caused this instrument to be executed and delivered on due authority.

PROPERTY OWNER:

SHEN VALLEY, L.L.C.,
a Virginia limited liability company

By: InterChange Group, Inc., its Manager

By: _____ (SEAL)

Name: _____

Its: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this _____ day of _____, 2022 on behalf of Shen Valley, L.L.C., by InterChange Group, Inc., its Manager, by _____, its _____.

[SEAL]

Notary Public

Notary Public Registration No.: _____

My Commission Expires: _____

IN WITNESS WHEREOF, Town of Front Royal, Virginia has caused this instrument to be executed in its name and on its behalf by the undersigned on due authority of the Town Council as evidenced by the following signature and seal.

TOWN:

TOWN OF FRONT ROYAL, VIRGINIA

By: _____ (SEAL)

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this _____ day of _____, 2022 by _____ as _____ of Town of Front Royal, Virginia.

[SEAL]

Notary Public

Notary Public Registration No.: _____

My Commission Expires: _____

LIENHOLDER CONSENT TO DEED OF EASEMENT

Wells Fargo Bank, National Association, as lienholder of (a) the Credit Line Deed of Trust and Assignment of Rents and Leases dated as of February 20, 2015, of record in the Clerk's Office of the Circuit Court of Warren County, Virginia as Instrument #150000819, naming TRSTE, Inc., a Virginia corporation, as Trustee, and (b) the Deed of Trust and Assignment of Rents dated May 15, 2006, of record in the aforesaid Clerk's Office as Instrument #060005683, naming TRSTE, Inc., a Virginia corporation, as Trustee, consents to this Deed of Easement, and agrees that in the event of a foreclosure or other sale of the property encumbered by such Deed of Trust whether by judicial or non-judicial proceeding, the property shall be sold subject to this Waterline Easement dedicated to public use by this instrument.

LENDER: WELLS FARGO BANK, N.A.

BY: _____
Name:
Title:

COMMONWEALTH OF VIRGINIA,
COUNTY/CITY OF _____, to wit:

The foregoing instrument was acknowledgment before me in the aforesaid jurisdiction this _____ day of _____, 2022, by _____ who is _____ of Wells Fargo Bank, N.A. on its behalf.

[SEAL]

Notary Public Registration No.: _____

My commission expires: _____

TRUSTEE:

TRSTE, INC., a Virginia corporation

BY: _____

Name:

Title:

The foregoing Lienholder Consent to Deed of Easement was acknowledgment before me in the aforesaid jurisdiction this ____ day of _____, 2022, by _____ who is _____ of TRSTE, INC., on its behalf.

[SEAL]

Notary Public Registration No.: _____

My commission expires: _____



Work Session Agenda Statement

Item # 03F

Meeting Date: February 15, 2022

Agenda Item: Update Employee Handbook: Stand-by pay (a.k.a. on-call pay)

Summary: Council is asked to approve an update to the Town's Employee Handbook to change the amount of compensation an employee receives when serving in a stand-by (on-call) capacity. Current compensation is one (1) hour of an employee's regular pay for each 24-hour day served. When an employee is on-call, he/she must remain close to work with the ability to immediately respond when necessary. In an effort to improve processes, remain competitive in the job market, retain employees, and improve overall morale, staff recommends changing the compensation received to thirty-five dollars (\$35.00) for each 24-hour day Monday through Friday, and sixty dollars (\$60.00) for each 24-hour period on Saturday, Sunday, or observed holiday.

Budget/Funding: Additional annual expense of approximately \$15,000 has been incorporated into the proposed FY23 budget. Impact to FY22 Budget of approximately \$6,250 can be offset from savings realized from vacant positions.

Staff Recommendation: Staff recommends approval of Employee Handbook update for Stand-by pay as presented and placed on the Council's Regular Business Meeting on February 28, 2022 as a Resolution under the Consent Agenda.



TOWN OF
FRONT ROYAL
EMPLOYEE HANDBOOK

Adopted - March 11, 2013

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D. Stand-By Pay:

1. Stand-by is time that a designated, non-exempt employee must remain available to report to work during off-duty hours, in accordance with his or her Department's operating procedures, but is normally not unduly restricted in his or her freedom to conduct personal business. An employee on stand-by is not required to remain at work or home and is free to engage in personal pursuits, with the understanding that he or she must be available by phone or pager to respond and report to work if necessary.

A non-exempt employee assigned to stand-by shall be compensated as follows for the stand-by time:

- a. ~~One (1) hour regular pay~~ **Thirty-five dollars (\$35.00)** for each 24-hour day, Monday through Friday or regular workday of the employee's assigned regular work schedule.
 - b. ~~One (1) hour regular pay~~ **Sixty dollars (\$60.00)** for each 24-hour period on Saturday, Sunday, or observed holiday.
2. If an employee on stand-by is called out and required to report to work to handle unexpected issues, he or she shall be compensated for the specific hours worked at one and a half times his or her regular rate, regardless of hours worked in the week, and 45 minutes travel time at one and a half times his or her regular rate.
 3. Each Town Department shall identify the positions subject to stand-by and shall establish written operating procedures, subject to review and approval by the Town Manager, for stand-by coverage including a rotation schedule, acceptable response time and application of stand-by pay processes.
 4. Exempt employees are not eligible for stand-by pay. However, an exempt employee on stand-by who is called out to work may, with the approval of their supervisor, use discretion to adjust their regular work schedule following extended periods of such work.



Work Session Agenda Statement

Item # 4

Meeting Date: February 15, 2022

Agenda Item: Continued Discussion of the Tourism Memorandum of Agreement (MOA) of the Board of Supervisors and Town Council of the Front Royal-Warren County Joint Tourism dated 1/28/22

Summary: At their Special Work Session held February 2, 2022, Council asked for continued discussion on the proposed MOA between the BOS and Council pertaining to the Front Royal-Warren County Joint Tourism dated 1/28/22.

Budget/Funding: N/A

Staff Recommendation: Council takes desired action