



SPECIAL CALLED MEETING

Monday, June 27, 2022 at 6:00pm in Warren County Government Center Caucus Room

1. Roll Call
 2. CLOSED MEETING
 3. Adjourn
-

REGULAR TOWN COUNCIL MEETING

Monday, June 27, 2022, at 7:00pm in Warren County Government Center Board Room

View LIVE on Government Access Channel 16 or <https://www.frontroyalva.com/673/Town-Hall-Live>

1. MOMENT OF SILENCE
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF MINUTES – *I move that Council approve the minutes of the following meetings of Town Council as presented: Regular Meeting of May 23rd, Special Meeting of June 13th, Work Session of June 13th, and Joint FREDA/Council Special Work Session of June 22, 2022.*
5. ADDITION/DELETION OF ITEMS FROM THE AGENDA
[Items added will be placed as the last item under Business Items. Unanimous vote is required to add/delete]
6. RECOGNITIONS/AWARDS/REPORTS/PRESENTATIONS
 - Recognition of Retirement of Freddie Jenkins, Streets Senior Maintenance Worker
 - Recognition of Retirement of Dwayne Mauck, Energy Services Meter Technician
 - Recognition of Officers: Sgt Eric Suess and Officer Rachel Martin
 - Project Updates - Director of Public Works Robbie Boyer Presents
7. PUBLIC HEARINGS –
 - A. Special Use Permit to Allow Short-Term Rental at 108 Virginia Avenue – Bridget Scanlan - *Lauren Kopishke*
 - B. Special Use Permit to Allow Short-Term Rental at 201 E. Main St – Hike Properties LLC – *Lauren Kopishke*
 - C. Public Necessity Resolution for Redundant Waterline Project in Rt 522 North Corridor – *Kathleen Leidich*
 - D. FY22 Budget Amendment for Revenue Exceeding Budgeted Amount and Budget Transfer to Allocate Additional Funds to Advance Paving Plan - *BJ Wilson*
 - E. An Ordinance Amendment to Town Code Chapter 175 to Add Data Centers – *Lauren Kopishke*
 - F. An Ordinance Amendment to Town Code Chapter 158-6 for Adoption by Reference of the State Vehicular Laws. *George Sonnett*
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. Bid for Various Grades of Stone for FY23 – *BJ Wilson*
 - B. Bid for Various Grades of Asphalt for FY23 - *BJ Wilson*
 - C. FY22 Budget Amendment to Accept Monies from Various Sponsors for Gazebo Movies - *BJ Wilson*
 - D. Professional Electrical Engineering Service - *BJ Wilson*
 - E. Professional Environmental Engineering Services – *BJ Wilson*
 - F. Supervisory Control/Data Acquisition (SCADA) Change Order for Water Plant – *BJ Wilson*
 - G. FY2021-2022 Write Off for Bad Debt - *BJ Wilson*
 - H. Deed of Easement for Front Royal Self Storage, LLC for Waterline on Commercial Property located in Route 522 Corridor – *George Sonnett*
 - I. Amend T-Mobile Northeast LLC Lease to Expand Leased Floor Space to Update Antennae Facilities Located on the Fairground Water Tank, and to Extend the Lease Term – *George Sonnett*
 - J. Deed of Easement for Stormwater Infrastructure between 610 B and 612 W. 11th St and Corner of Kendrick Lane and Monroe Avenue – *Kathy Leidich*
 - K. Appointment of Joint Towing Advisory Board – *Chief Magalis*
 - L. Designation of Councilmember and Town Staff to the Discover Front Royal Board – *Steven Hicks*
11. BUSINESS ITEMS –
- A. Resolution for Employee Appreciation Day – *Steven Hicks*
12. CLOSED MEETING - Personnel
13. ADJOURN

SPECIAL MEETING



Council Agenda Statement

Item #2

Meeting Date: June 27, 2022

CLOSED MEETING

Motion to Go into Closed Meeting

I move that Town Council convene and go into Closed Meeting for the discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, specific to Joint Tourism Committee Appointments, pursuant to §2.2-3711. A.1 of the Code of Virginia.

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

I move that 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.

Moved _____ Seconded _____

Cockrell _____ Gillispie _____ Jackson _____ McFadden _____ Morris _____ Thompson _____

FRONT ROYAL-WARREN COUNTY JOINT TOURISM AGREEMENT

This FRONT ROYAL-WARREN COUNTY JOINT TOURISM AGREEMENT (the "Agreement") made this 6 day of April, 2022 by and between the **Town of Front Royal, Virginia**, hereinafter referred to as the "Town", and the **County of Warren, Virginia**, hereinafter referred to as the "County", collectively hereinafter referred to as the "Parties", and stipulates that the Parties agree to the following:

I. PURPOSE

Since June 21, 1993, the Town had been responsible for funding the Visitor's Center and tourism for the community as most hotels, motels, and restaurants that benefitted from tourism were located inside the limits of the Town. However, there was significant growth of the lodging industry in the County and outside of the Town's limits. As a result, the County adopted an ordinance that increased the transient occupancy tax from two percent (2%) to five percent (5%). This increase became effective on July 1, 2017.

Upon the County adopting the ordinance, the Parties entered into a Memorandum of Agreement that established the Front Royal-Warren County "Joint Tourism Advisory Committee", hereinafter the "Committee". The Parties wished to put additional resources into branding and marketing the community as a destination and to provide additional support and to enhance the restaurants, lodging establishments, and the many amenities to the community. The Parties appointed the Advisory Committee to advise, assist, support, and advocate for tourism policies, program, and activities to market and promote Front Royal-Warren County and its environs, and to serve as the "local tourism industry organization" referred to in Section 58.1-3819 of the Code of Virginia, as amended.

In January 2021, the Parties entered into an updated Memorandum of Agreement, tasking the Committee to direct, promote, and manage tourism development in the Front Royal and Warren County community after the Parties mutually selected a tourism marketing firm to set up a "Destination Marketing Organization", hereinafter referred to as "DMO". The procurement method was competitive negotiation, pursuant to the Virginia Public Procurement Act, where the Town solicited and subsequently publicly contracted with the tourism marketing firm. While the County was assigned fiscal responsibility, both Parties equally appropriated and contributed to payment upon Committee approval.

Presently, all appropriations, roles, and responsibilities of the Committee and Parties shall remain until a 501c6 non-profit organization titled Discover Front Royal is established. Discover Front Royal shall become the DMO of Front Royal and Warren County and shall serve as the sole tourism authority for the Parties. Prior to any tourism expenditures outside of this agreement, the Town or County shall consult with Discover Front Royal. In partnership with the Town of Front Royal's Special Event Policies and Procedures, special events categorized as a "Community Gathering" or "Community", may be hosted by the Parties. Notwithstanding anything else in this Agreement, the Town and County may conduct tourism activities outside of this Agreement.

II. DEFINITIONS

Local Lodging Partner - Referred to in Va. Code § 58.1-3819 of the Code of Virginia as amended includes hotels, motels, boarding houses, travel campgrounds, and other facilities offering guest rooms rented out for continuous occupancy for fewer than 30 consecutive days.

Tourism - In accordance with Va. Code § 58.1-3819 and the Town of Front Royal Special Event Permit Policies and Procedures, as amended, attracts travelers to the locality, increases occupancy at lodging properties, and generates tourism revenues in the locality.

Community Gathering/Event - Referred to in the Town of Front Royal's Special Event Permit Policies and Procedures, as amended, draw attendance less than 1,000 people, and are intended, in general to benefit the residents of Front Royal and Warren County.

III. OBLIGATIONS

The Committee shall:

1. It is anticipated that a non-profit 501c6 organization named Discover Front Royal shall be created. The Committee shall select and appoint the non-profit Board Members. Once the non-profit is created, the Committee shall dissolve.

Discover Front Royal shall:

1. Become the Virginia Tourism Corporation's (VTC) "Destination Marketing Organization" of record.
2. Accept transfer of all assets, social media, and any other content previously created for and associated with "Discover Front Royal".
3. Manage the Plan of Work and Visitors Center by directing and promoting tourism in the Front Royal-Warren County community to increase overall tourism revenue.
4. Submit and present upcoming fiscal budget by January 1st each year to the Parties that includes the budget, funding plan, and all grants, donations, and gifts. Funding shall be provided on a fiscal year basis starting on July 1 and ending on June 30 of each year.
5. Be funded in equal shares by the Parties. It is the Parties intention that the minimum funding will be 50%, not to exceed 70% of the 5-year rolling average of actual revenue received from the transient occupancy tax collected by the Town, subject to appropriation year to year.
6. Encourage individuals, businesses and both Parties to achieve "Goals of Parties" outlined in section IV.
7. Agree to the terms of this Agreement once it is created.

The Town of Front Royal shall:

1. Designate one member of Council and one member of Town staff to the Discover Front Royal Board as non-voting members to achieve "Goals of Parties" outlined in section IV.

2. Fund half of the budget, along with the County, of Discover Front Royal. Such amount to be funded will be decided by the Parties each year as part of their respective budget process and paid quarterly, provided that such minimum Town funding will be 50%, not to exceed 70% of the 5-year rolling average of actual revenue received from the transient occupancy tax collected by the Town, provided that such funding amount to be provided by the Town for the fiscal year starting July 1, 2022 and ending June 30, 2023 shall be \$200,000 with an additional appropriation by the County for \$200,000 so that total funding of \$400,000 shall be provided. Until the nonprofit is created and operational, the Town shall remit payment of the funding to the County, which is the fiscal agent for the payment of tourism expenses.
3. Lease the Visitors Center to Discover Front Royal for \$1 per year.
4. Transfer the VTC "Destination Marketing Organization" recording and designation to Discover Front Royal.
5. Transfer all tourism related licenses, entitlements, and intellectual and personal property, with the "Discover Front Royal" slogan, all social media, and any other content previously created for or associated with "Discover Front Royal" or tourism to Discover Front Royal.

The County of Warren, Virginia shall:

1. Designate one member of the Board of Supervisors and one member of County staff to the Discover Front Royal Board as non-voting members to achieve "Goals of Parties" outlined in section IV.
2. Fund half of the budget, along with the Town, of Discover Front Royal. Such amount to be funded will be decided by the Parties each year as part of their respective budget process and paid quarterly, provided that such minimum County funding will be 50%, not to exceed 70% of the 5-year rolling average of actual revenue received from the transient occupancy tax collected by the Town.
3. The County shall continue to serve as the fiscal agent and to collect $\frac{1}{2}$ of the funds to be used for tourism from the Town and to pay such approved tourism bills from tourism designated funds only until the nonprofit has been created and is operational.

IV. GOALS OF PARTIES

1. *Citizen Understanding* - Increase the economic value of tourism and travel to the Town of Front Royal and County of Warren and its citizens and businesses and encourages inter-community collaboration on all matters relating to tourism development and promotion.
2. *Tourism* - Broaden awareness of the community's existing attractions, both natural and man-made, its heritage and historic sites, and services provided for travelers. This effort shall include awareness within the tourism industry and among the traveling public, with emphasis on regional initiatives whenever possible.
3. *Hospitality* - Ensure that travelers to and through Front Royal-Warren County are served hospitably and have ready access to information on tourist services and points of interest.

4. *Tourism Development* - Pursue with the two Economic Development Authorities of both Parties, an overall economic development program to include the development of additional visitor accommodations such as lodging and conference facilities, restaurants, campgrounds, public parks, and other attractions.
5. *Scenic Beauty* - Encourage programs whose purpose(s) are to preserve and enhance the scenic beauty of the Parties, particularly along its public highways.

V. AMENDMENTS

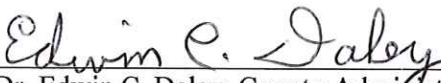
This Agreement may be amended or altered in whole or in part upon approval by the Front Royal Town Council and the Warren County Board of Supervisors. This Agreement shall continue each fiscal year starting July 1 and ending June 30 unless terminated by either party by March 1 of any year.

Approved by the County of Warren Board of Supervisors on the 5th day of April, 2022.

FOR THE COUNTY OF WARREN, VIRGINIA

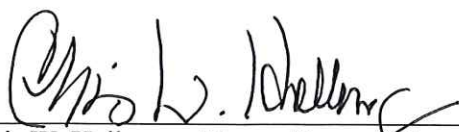

Cheryl L. Cullers, Chair, Board of Supervisors

Attest:

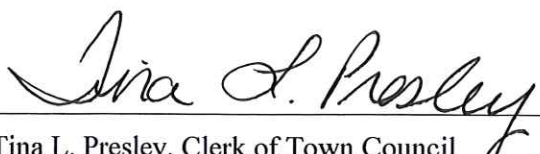

Dr. Edwin C. Daley, County Administrator

Approved by the Front Royal Town Council on the 28 day of March, 2022.

FOR THE TOWN OF FRONT ROYAL, VIRGINIA


Chris W. Holloway, Mayor, Town of Front Royal

Attest:


Tina L. Presley, Clerk of Town Council

REGULAR MEETING



TOWN COUNCIL REGULAR MEETING MINUTES

May 23, 2022 @ 7:00PM in the 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 Vice Mayor Cockrell

ROLL CALL PRESENT: Mayor Chris W. Holloway
Vice Mayor Lori A. Cockrell
Councilman Gary L. Gillispie
Councilman Zachary Jackson (via Remote)
Councilman Joseph E. McFadden
Councilwoman Amber F. Morris
Councilwoman Letasha T. Thompson

APPOINTED STAFF PRESENT: Town Manager Steven W. Hicks
Deputy Clerk of Council Mary Ellen Lynn

APPOINTED STAFF ABSENT: Clerk of Council Tina L. Presley

LEGAL COUNSEL: Deputy Town Attorney George Sonnett

APPROVAL OF MINUTES – Vice Mayor Cockrell moved, seconded by Councilwoman Thompson that Council approve the minutes of the following meetings of Town Council as presented: Regular Meeting of April 25th; Special Meeting of May 9th and Work Session of May 9th, 2022.

Vote: Yes – Vice Mayor Cockrell, Councilmembers, Gillispie, Jackson (remote) McFadden, Morris, and Thompson

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

ADDITION/DELETION OF ITEMS FROM THE AGENDA – None

RECOGNITIONS/AWARDS/REPORTS – The Mayor and Town Council recognized three high school students (Anthony Carter, Ian Hoelscher and Jocelyn Moyer) and awarded them Town Scholarships in the amount of \$1,000 each. Councilmembers Gillispie and Thompson expressed their congratulations to the winners and thanked everyone who applied.

PUBLIC HEARINGS - None

PUBLIC COMMENTS (COMMENTS NOT RELATED TO PUBLIC HEARINGS) –

Donna Settle and Alex Bigles, 382 Morgans Ridge Road and 125 Blue Road respectively, representatives of the Front Royal Cardinals Board advised Council that during a meeting with the Board of Supervisors they were asked by them to advise Town Council of their intent to sell beer at the Cardinals home games. He noted that the Board of Supervisors has approved the sales.

REPORTS

A. Town Manager Report – Mr. Hicks advised that the Town Business Offices would be closed on May 30th for Memorial Day. He expressed appreciation to all those involved in the Wine/Craft Festival. He gave a list of projects ongoing and completed throughout Town:

Curb & Gutter Installation Project - \$415,000.00 (Start June)

Crosswalks / Thermoplastics Project – 50,000.00 (on-going)

Line Painting Project - \$35,000.00 (Start June)

Paving Project - \$650,000.00 (Start June)

Waterline Upgrade Project - \$1,210,000.00 on-going (Big piece – Royal Ave and isolated sections throughout Town)

Sanitary Sewer Emergency Point Repairs - \$2,052,087.00 (completed)

Happy Creek Sanitary Sewer Replacement - \$500,000.00 (completed)

Robinhood Lane Pressure Reducing Vault Replacement - \$61,000.00 (September)

Inflow & Infiltration Improvements - \$7,500,000.00 (on-going)

Redundant Waterline Project - \$12,000,000.00 (summer)

W. Duck St – Storm Drain Replacement - \$54,000.00 (July)

AMR (Automated Meter Reading) Water Meters Upgrade - \$66,000.00 (completion in June)

B. Town Council Reports –

Vice Mayor Cockrell noted that that the Wine/Craft Festival was a huge success. She complimented the Town's Planning Department for organizing the Comprehensive Plan Public Meetings on Friday and Saturday and advised that input is still being gathered from the public and directed them to the Town's website for more information.

Councilwoman Thompson advised of a block party being planned on June 25th in the neighborhood of George Banks Boulevard.

Councilwoman Morris gave a "shout out" to the Town's Public Works Department who responded to a sinkhole in an efficient manner with the project still ongoing.

C. Mayor Report – Mayor Holloway welcomed new councilmember Zackary Jackson and noted that he had a pre-planned vacation for the reason he was remote for tonight's meeting. Councilman Jackson thanked everyone and advised he was looking forward to working with them.

CONSENT AGENDA ITEMS

Vice Mayor Cockrell moved seconded by Councilman Gillispie to remove (I.) from the agenda.

Vote: Yes – Vice Mayor Cockrell, Councilmembers, Gillispie, Jackson (remote), McFadden, Morris, and Thompson

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

A. Purchase of Bucket Truck for Department of Energy Services

Council approved the purchase of a telescopic articulating aerial device and chassis in the amount of \$144,355.00 from Altec Industries

B. Engineering for Design of Shenandoah Avenue Street Lights

Council approved the RK&K Engineering quote for the design of streetlights along Shenandoah Avenue in the amount of \$29,964.70.

C. Maintenance Agreement for Nutrient Analyzers

Council approved a sole source purchase of a three-year maintenance agreement with Hach Service totaling \$52,389.81 for the Wastewater Treatment Plant's nutrient analyzers.

D. Septage Receiving Station Mixing System

Council approved a sole source purchase of a Pulsair Bubbling Mixing System in the amount of \$58,650.00 to replace the two broken submersible mixers that are currently in the Wastewater Treatment Plant (WWTP) septage receiving station.

E. FY22-23 Budget Amendment Engineering Consultant for Water Tower Antenna for T-Mobile

Council approved a FY2021-2022 budget amendment to receive the amount of \$5,850.00 from T-Mobile for the Town to obtain an engineering consultant to review load factor rating on Town's water tower for changes in T-Mobile antenna per terms of lease agreement with the Town.

F. Revise Resolution "To Provide Water and Sewer Services to Certain Out-of-Town Lots"

Council approved the revision of the March 28, 2022 resolution "To Provide Water and Sewer Services to Certain Out-of-Town Lots" to remove the words "consider providing" throughout and place the word "provide" in its place as presented.

G. Virginia Municipal League (VML) Policy Committee Nominations

Council nominated the following individuals to the VML 2022 Policy Committees:

Community & Economic Development – Councilwoman Thompson/Town Manager Steven Hicks

Finance – Councilman McFadden and Finance Director BJ Wilson

General Laws – Councilwoman Morris and Deputy Town Attorney George Sonnett

Human Development & Education – Vice Mayor Cockrell

Infrastructure – Councilman Gillispie & Public Works Director Robbie Boyer

H. Resolution for Solar Generated Energy Purchases/Execution of 2022 Solar Energy Schedule

Council approved a Resolution for participation in a Solar Purchase Power Agreement (PPA) at the recommendation of American Municipal Power (AMP) and execution of the 2022 Solar Energy Schedule as presented.

~~I. Resolution Authorizing the Execution of the 2025-2028 Fixed Volume Energy Supply Schedule with American Municipal Power (AMP)~~ REMOVED FROM AGENDA

J. Refer to the Planning Commission an Ordinance Amendment to Town Code Chapter 175 re: Data Centers

Council referred to the Planning Commission an Ordinance Amendment to Town Code Chapter 175 to add Data Centers and other specifics to expand on the definition. I further move that the public hearing advertisements for both Planning Commission and Town Council run concurrently.

Vice Mayor Cockrell moved, seconded by Councilman McFadden that Council approve the Consent Agenda, as presented without item (I.).

Vote: Yes – Vice Mayor Cockrell, Councilmembers, Gillispie, Jackson (remote), McFadden, Morris, and Thompson

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

Vice Mayor Cockrell suggested discussing Item (I) further. Interim Director of Energy Services Mary Lynn gave a brief overview of the resolution before them. Councilmembers Gillispie and Morris reminded Council that they had previously asked for the Town to investigate finding a cheaper rate. Mr. Gillispie asked that this item be brought to a work session. Council agreed.

BUSINESS ITEMS - None

CLOSED MEETING

Vice Mayor Cockrell moved seconded by Councilman Gillispie that Town Council convene and go into Closed Meeting for 1) discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, specific to the Town Attorney Position and Town Manager Evaluation, pursuant to §2.2-3711. A.1 of the Code of Virginia; and, 2) for consultation with legal counsel and briefings by staff members or consultants pertaining to actual litigation, specifically Industrial Development Authority of the Town of Front Royal the County of Warren, Virginia, AKA The Front Royal-Warren County Economic Development Authority v. Town of Front Royal and Jennifer Berry Brown v. Town of Front Royal where such consultation or briefing in Open Meeting would adversely affect the negotiating or litigating posture of the public body, pursuant to §2.2-3711.A.7 of the Code of Virginia.

Vote: Yes – Vice Mayor Cockrell, Councilmembers, Gillispie, Jackson (remote) McFadden, Morris, and Thompson

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

Councilwoman Morris moved seconded by Councilwoman 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

Vote: Yes – Vice Mayor Cockrell, Councilmembers, Jackson (remote) McFadden, Morris, and Thompson

No – N/A

Absent – Councilman Gillispie (left early)

Abstain – N/A

ROLL CALL

Approved by Town Council

Date: _____



TOWN COUNCIL SPECIAL MEETING MINUTES

Monday, June 13, 2022 in the Town Hall Conference Room

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.

ROLL CALL PRESENT: Vice Mayor Lori A. Cockrell
 Councilman Gary L. Gillispie
 Councilman Zachary Jackson
 Councilwoman Amber F. Morris
 Councilman Letasha T. Thompson (via remote)

ABSENT: Mayor Chris W. Holloway
 Councilman Joseph E. McFadden

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

LEGAL COUNSEL: Deputy Town Attorney George Sonnett

ADDITIONS/DELETIONS TO THE AGENDA (unanimous vote is required)

Vice Mayor Cockrell moved seconded by Councilwoman Thompson to add "Proclamation for Gertrude Eloise Johnson-Newman "Wesie 100th Birthday" to the agenda as #3.

Vote: Yes – Vice Mayor Cockrell, Councilmembers Gillispie, Jackson, Morris, and Thompson (Remote)
 No – N/A
 Absent – Councilman McFadden
 Abstain – N/A

ROLL CALL

FY22 Budget Amendment and Payment for Legal Fees Related to Litigation

Vice Mayor Cockrell moved seconded by Councilman Jackson that Council approve a FY22 Budget Amendment in the amount of \$150,000 to use General Fund Reserves to authorize payment to Virginia Risk Sharing Association (VRSA) for legal fees related to litigation.

Vote: Yes – Vice Mayor Cockrell, Councilmembers Gillispie, Jackson, Morris, and Thompson (Remote)
 No – N/A
 Absent – Councilman McFadden
 Abstain – N/A

ROLL CALL

Proclamation for Gertrude Eloise Johnson-Newman “Wesie” 100th Birthday

Councilman Gillispie moved seconded by Councilwoman Morris that Council approve a proclamation recognizing the 100th birthday of longtime resident Gertrude Eloise Johnson-Newman “Wesie” on Friday, June 17, 2022.

Council wished Ms. Johnson-Newman a Happy Birthday and Vice Mayor Cockrell read the Proclamation.

Vote: Yes – Vice Mayor Cockrell, Councilmembers Gillispie, Jackson, Morris, and Thompson (Remote)

No – N/A

Absent – Councilman McFadden

Abstain – N/A

ROLL CALL

Vice Mayor adjourned the meeting at 6:36pm

Approved by Town Council

Date: -----

DRAFT



TOWN COUNCIL WORK SESSION MINUTES

Monday, June 13, 2022 at 7:00 PM - Town Hall Conference Room

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.

Front Royal EDA By-Laws – Town Manager Steven Hicks gave a brief overview of the proposed Front Royal Economic Development Authority's (FREDA) by-laws. Vice Mayor Cockrell questioned a few items to include: 1) Various grammar and formatting revisions throughout the document that was given to the Clerk in advance of the meeting; 2) Articles IV and V the mention of the words "fiscal" and "calendar" are not clear; and 3) Article X.3. mentioning the review of an attorney. Chairman of FREDA Rick Novak and Vice Chairman Mark Tapsak addressed Council noting that they were available for any questions. There was much discussion regarding the use of an attorney noting their fears of conflicts of interest with FREDA and Council using the same [Town] Attorney. Other concerns with the by-laws included: 1) the positions of Secretary and Treasurer were not included in the By-Laws but were included in the Town Code; 2) an attorney was not present at every meeting but should be and 3) funding FREDA projects. Mr. Novak encouraged Council to think positive moving forward and that FREDA would work with Council. Mr. Hicks advised Council that currently there was no major legal issues with FREDA since they are still in the startup phase. There was consensus to schedule a joint meeting with FREDA to further discuss Article X.2. and .3. Mr. Hicks suggested "parking" the by-laws until after the joint meeting to get a better sense of expectations. Council agreed.

Deeds of Easement for Existing and New Stormwater Infrastructure Located Between 610B and 612 W. 11th Street and IDA-Owned Property Located at Kendrick Lane and Monroe Avenue – Mr. Hicks gave an overview of the requested approval of the Deeds of Easement. There was no discussion and Council agreed to move this item to the June 27th Consent Agenda for formal approval.

American Municipal Power (AMP) Power Purchase Portfolio – Interim Director of Energy Services Mary Ellen Lynn introduced Erin Shealy of GDS Associates, Inc Engineers & Consultants and Paul Beckhusen of AMP via remote. She gave a brief presentation pertaining to the American Municipal Power (AMP) power purchase portfolio that included: who is AMP?, why Front Royal is a member?, a list of members, AMP's services, Front Royal's energy supply load growth and recommendations to move forward that included 1) passing the power block purchase resolution for 2025-2028, 2) during 2023-2024 purchase remaining needs of 15% on the open market OR 3) move forward with blended pricing approach for the 2023 timeframe. Mrs. Lynn expressed the volatility of the market with the strategy to defer a large hit and spread costs out in 2023 and 2024 and level out in 2025. She noted that the Town was in a good position since all their "eggs" were not in one basket like some other localities. Councilman Gillispie questioned the timeline and Ms. Shealy advised that within the next 30 – 45 days they would be seeking an approval from Council to move forward. Mr. Hicks recommended Council follow GDS's recommendation. Mrs. Lynn noted that currently the rate is \$44.00 per MWh until the end of December 2022 and beginning January 2023 the rate could go as high as \$125.00 per MWh. Council agreed to move forward with GDS's recommendation. Mrs. Lynn would be revising the resolution and bringing before Council when it was completed.

Items Slated for Public Hearing on June 27th –

A. Special Use Permit for Short-Term Rentals – Director of Planning Lauren Kopishke gave Council a brief overview of the following two special use permits for short-term rentals (108 Virginia Avenue submitted by Bridget Scanlan and 201 E. Main Street submitted by Hike Properties LLC) slated for separate public hearings with the Planning Commission on June 15th and the Council on June 27th. She noted that staff had no issues with either application. Mrs. Cockrell voiced concern that one of the applicants did not live in the area. Councilwoman Thompson noted that the applicant on Virginia Avenue has been operating as an Airbnb for a year and is coming into compliance.

B. Proposed Ordinance Amendment to Chapter 175 for Data Centers – Ms. Kopishke gave a brief overview of the proposed ordinance amendment and that it was slated for a public hearing with the Planning Commission on June 15th and the Council on June 27th. Vice Mayor Cockrell noted some formatting issues with the ordinance.

C. FY22 Budget Amendment & Budget Transfer for Additional Revenue for Paving Projects – Mr. Hicks advised Council that the budget amendment and transfer from General Fund to Street Fund were to allow the project of paving the Town streets to begin. Finance Director BJ Wilson noted that a public hearing on the amendment and transfer was scheduled for June 27th due to the amount exceeding 1% of the budget. Council confirmed that the streets with the infrastructure already completed would be prioritized and paved first.

D. Resolution Pertaining to Redundant Waterline for Route 522 North Corridor – Assistant Town Manager Kathy Leidich introduced Stephen Steele of CHA Consulting, Inc. They both gave Council a brief overview of the proposed redundant waterline for the Rt. 522 Corridor and the public hearing on a Public Necessity Resolution that included possible condemnation of three properties was slated for June 27th. Mr. Steele assured Council that every effort is made and will continue to be made to get approval for the easements before June 27th. He advised Council that the easement process is explained to the property owners including the condemnation process and that he himself walked the property with the owner(s). Mr. Sonnett noted that this was a step in the process and doesn't mean it will end up in court. Councilman Gillispie noted that he would not be at the June 27th meeting however he gave his support.

Items Slated for the Consent Agenda on June 27th – Mr. Wilson gave Council a brief overview on items A-F

A. Bid for Various Grades of Stone for FY23 – No discussion

B. Bid for Various Grades of Asphalt for FY23 – No discussion

C. FY22-23 Budget Amendment Sponsors for Gazebo Movies – No discussion

D. Thermoplastic Pavement Markings – still reviewing and working with the contractor. Council voiced their displeasure of the areas of Town that were started and not finished. Director of Public Works Robbie Boyer advised Council that those areas would be fixed no matter the outcome of the talks with the contractor. It was noted that this item may not be ready for the June 27th Council Agenda for approval.

E. Electrical Engineering Services for Energy Services – waiting on final numbers

F. Environmental Engineering Services for Public Works Department – waiting on final numbers

G. Supervisory Control and Data Acquisition (SCADA) Change Order For Water Treatment Plant – coming back to Council for additional monies. Mr. Hicks noted that this was a Council initiative.

H. FY2021-2022 Write Off for Bad Debt – write offs are completed annually

I. Deed of Easement from Front Royal Self Storage, LLC for waterline easement for facilities serving commercial property located in the 522 Corridor, Warren County Tax Map Parcel 12-56C. – Mr. Sonnett gave a brief overview of the deed of easement that is needed for the waterline.

J. Request of T-Mobile Northeast LLC to Amend its Lease to Expand Leased Floor Space to Update Antennae Facilities Located on the Water Tank, and to Extend the Lease Term – Mr. Sonnett advised that upon approval T-Mobile would receive more space on the ground, antennae change out and rental increase.

Council agreed to place all items on the June 27th Consent Agenda for formal approval.

Update on Joint Towing Advisory Board – Chief Magalis gave an update on the Joint Towing Advisory Board and that the appointments listed are slated to be approved on June 27th. It was noted that the citizen appointment was Warren County Deputy Clerk of the Board Emily Ciarrocchi who essentially takes the minutes for the Board.

Designation of Councilmember and Town Staff to Discover Front Royal Board – Council agreed to add Special Events Coordinator Elizabeth Lewis and Councilwoman Thompson to the Discover Front Royal Board as non-voting members. This would be placed on the June 27th Regular Council meeting for approval.

Open Discussion –

Council directed staff to advertise for the upcoming vacant position on the Planning Commission due to the expiration of the term of Douglas Jones on August 31, 2022.

Mr. Hicks noted that Employee Appreciation Day was July 21st. A resolution would be placed on the June 27th Regular Council meeting for formal approval.

Councilman Gillispie asked that a flagpole be placed at the Gazebo Area and to purchase a better sound system that could be used for ceremonies such as Memorial Day and Veterans Day. He was specifically concerned about the loud traffic noise during the ceremonies making the speakers hard to hear.

Mr. Hicks advised Council that he would be bringing before them at a later time the flexibility of the Town to receive donations.

CLOSED MEETING

Councilwoman Morris moved seconded by Councilman Gillispie that Council convene and go into Closed Meeting for the following: 1) discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, specific to the Town Attorney Position, pursuant to §2.2-3711. A.1 of the Code of Virginia.

Vote: Yes – Vice Mayor Cockrell, Councilmembers, Gillispie, Jackson, Morris, and Thompson (Remote)

No – N/A

Absent – Councilman McFadden

Abstain – N/A

ROLL CALL

Councilman Jackson moved seconded by Councilwoman Morris 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 – Vice Mayor Cockrell, Councilmembers, Gillispie, Jackson and Morris

No – N/A

Absent – Councilmembers McFadden and Thompson (left meeting early)

Abstain – N/A

ROLL CALL

Adjourn

PRESENT: Vice Mayor Cockrell, Councilmembers Gillispie, Jackson, Morris and Thompson, Town Manager Steven Hicks, Deputy Town Attorney George Sonnett, Clerk of Council Tina Presley, Finance Director BJ Wilson, Assistant Town Manager Kathy Leidich, Interim Director of Energy Services Mary Ellen Lynn, Director of Fleet Maintenance Don McPaters, Director of Public Works Robbie Boyer, Chief Magalis, Director of Planning Lauren Kopishke, Manager of IT Grant Autry and members of the public and press.

ABSENT: Mayor Holloway and Councilman McFadden

Approved by Town Council

Date: -----



**TOWN COUNCIL AND FRONT ROYAL ECONOMIC DEVELOPMENT AUTHORITY (FREDA)
JOINT SPECIAL WORK SESSION MINUTES**

Wednesday, June 22, 2022 at 6:00 PM - Town Hall Conference Room

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.

Discussion Pertaining to Front Royal Economic Development Authority's (FREDA) Proposed By-Laws and Proposed Amendments to Town Code Chapter 16 – Industrial Development Authority – Vice Mayor

Cockrell opened the meeting and Town Manager Steven Hicks gave an overview of how and why they were meeting tonight. FREDA Chairman Rick Novak advised Council that at the last FREDA meeting, the Directors made suggested changes to the by-laws in front of them tonight but did not vote on them. Mrs. Cockrell went over all the changes in the by-laws. There was much discussion pertaining to Article X.2. and 3. That pertains to FREDA limitations and review of all documents by an attorney. Mr. Novak advised that FREDA did not want to ask Council for approval on everything they wanted to do, wanting autonomy subject to their budget. Interim Town Attorney Jim Cornwell explained that if a developer wants to do something he will have to find a lender, noting that the Town or FREDA are not responsible for loans. He continued that the only time the Town could be considered in debt were if FREDA were to build a facility to attract an industry, the Town could give moral obligation to pay, but FREDA has to have a source of revenue to do these kinds of projects. Moral obligation is defined as a promise to put in the budget on a yearly basis but don't have to. Councilwoman Thompson clarified with Mr. Cornwell that the proposed amendment to Town Code Chapter 16-5 that pertains to the Industrial Development and Revenue Bond Act of the Code of Virginia as discussed would be legally binding.

Council voiced concern over an attorney giving Council or FREDA bad advice. Mr. Cornwell explained that attorneys carry malpractice insurance. He reminded them that the Town currently has Bond Counsel that FREDA could use if desired. Mr. Cornwell understood that Council was "gun-shy" however, he commented that there were good people on FREDA, they can be audited by the Town's Auditor and Town Staff was working closely with them and attended all meetings. Mr. Cornwell advised that with his experience with other localities most localities share an attorney, Town Manager and staff. He reiterated that a bond counsel would handle most of the work and shared attorneys would handle general issues. He continued that some localities place salaries of staff into their budgets. Director Nick Bass suggested relying on Deputy Town Attorney George Sonnet and Interim Town Attorney Jim Cornwell until such time FREDA has resources to be able to hire their own attorney. Mr. Novak suggested working on their budget as the first step.

The election of a FOIA (Freedom of Information Act) Officer for FREDA was discussed but noted that they could choose the Executive Director as the FOIA Officer but was up to FREDA on how to handle FOIA requests.

Council and FREDA continued discussion on proposed amendments to Town Code Chapter 16. It was noted that most amendments were addressed during the by-laws discussion. It was confirmed that the Town Code amendments would require a public hearing.

Mr. Novak suggested that a meeting/retreat be scheduled with them and Council in the near future to discuss budget, goals and vision of FREDA. It was agreed this was a good idea and a date was discussed. It was also suggested to invite Director of Planning/Zoning Lauren Kopishke to the meeting to give them an update on the Comprehensive Plan, as well as Finance Director BJ Wilson to help with budget questions. It was agreed that July 13, 2022 from 4:00p – 8:00p would be the date set for the retreat. Mr. Hicks was directed to set the place.

The meeting was adjourned at 7:22pm.

PRESENT: Vice Mayor Cockrell, Councilmembers Gillispie, Jackson, Morris and Thompson, Town Manager Steven Hicks, Interim Town Attorney Jim Cornwell (via remote), Clerk of Council Tina Presley, and Manager of IT Grant Autry.

COUNCIL ABSENT: Mayor Holloway and Councilman McFadden

FREDA ABSENT: Directors Stankiewicz and Gedney

Approved by Town Council

Date: -----



Council Agenda Statement

Item #07A

Meeting Date: June 27, 2022

Agenda Item: PUBLIC HEARING – Special Use Permit to Allow a Short-Term Rental at 108 Virginia Avenue - Bridget Scanlan

Summary: Council is requested to consider an application for a Special Use Permit to allow a short-term rental at 108 Virginia Avenue owned by Bridget Scanlan. The property is zoned R-3 (*tax map 20A513134 4*). Staff conducted site visits and inspections on May 3, 2022 and found the applicant was in compliance with the Town code. On June 15, 2022, the Planning Commission voted to recommend denial of the short-term rental to Town Council. Staff inspected the property again on June 16, 2022 and believes the use will not impede traffic or pose a threat to drivers and there is sufficient parking for up to four (4) vehicles on the property.

Budget/Funding: N/A

Meetings: Work Session held June 13, 2022. Planning Commission held public hearing on June 15, 2022.

Proposed Motion: I move that Council approve a Special Use Permit to allow a short-term rental at 108 Virginia Avenue owned by Bridget Scanlan.

Moved _____ *Seconded* _____

Cockrell _____ *Gillispie* _____ *Jackson* _____ *McFadden* _____ *Morris* _____ *Thompson* _____

TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING



STAFF REPORT FOR PLANNING COMMISSION
MAY 18, 2022, CONSENT AGENDA & JUNE 15, 2022, PUBLIC HEARING

APPLICATION #:

FRSPU-003069-2022

APPLICANT:

Bridget Scanlan

APPLICATION SUMMARY:

A Special Use Permit Application has been submitted for a Short-Term Rental located at 108 Virginia Ave.

GENERAL INFORMATION:

Site Address	108 Virginia Ave.		
Zoning District	R-3		
Overlay Districts	Historic Area – YES	Floodplain – NO	Entrance Corridor – NO
Tax Identification	20A513134 4		
Location	The site is located at the intersection of Virginia Ave and W. 1 st St.		



VICINITY MAP



Property History

No current or past code violations at this address.

Past business license approved for Dragonfly Native American Jewelry.

Past approved Zoning permit to replace portico & walkway, repair and repaint the exterior.

Past approved Zoning permit for metal roof replacement.

Surrounding Zoning Districts & Uses

North: Residential - (R-3)

South: Residential - (R-3)

East: Residential - (R-3)

West: Residential - (R-3)

Use: Dwelling

Use: Dwelling

Use: Dwelling

Use: Dwelling

**Staff
Comments**

Staff conducted site visits and inspections on May 3, 2022 and found the applicant was in compliance with Town Code.

On June 15, 2022 the Planning Commission voted to recommend denial of the Short term rental to Town Council.

On June 16, 2022, staff inspected the property again and believes the use will not impede traffic or pose a threat to drivers. Staff believes there is sufficient parking for up to 4 vehicles on the property and recommends approval.



Council Agenda Statement

Item #07B

Meeting Date: June 27, 2022

Agenda Item: PUBLIC HEARING – Special Use Permit to Allow a Short-Term Rental at 201 E. Main Street – Hike Properties LLC

Summary: Council is requested to consider an application for a Special Use Permit to allow a short-term rental at 201 E. Main Street owned by Hike Properties LLC. The property is zoned C-1 (*tax map 20A810 5*). The Planning Commission held a public hearing on this application on June 15, 2022 and recommended approval to Town Council.

Budget/Funding: N/A

Meetings: Work Session held June 13, 2022. Planning Commission held public hearing on June 15, 2022.

Proposed Motion: I move that Council approve a Special Use Permit to allow a short-term rental at 201 E. Main Street owned by Hike Properties LLC.

Moved _____ *Seconded* _____

Cockrell _____ *Gillispie* _____ *Jackson* _____ *McFadden* _____ *Morris* _____ *Thompson* _____

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



**STAFF REPORT FOR PLANNING COMMISSION
MAY 18, 2022, CONSENT AGENDA & JUNE 15, 2022, PUBLIC HEARING**

APPLICATION #:

FRSPU-003087-2022

APPLICANT:

Aaron Hike

APPLICATION SUMMARY:

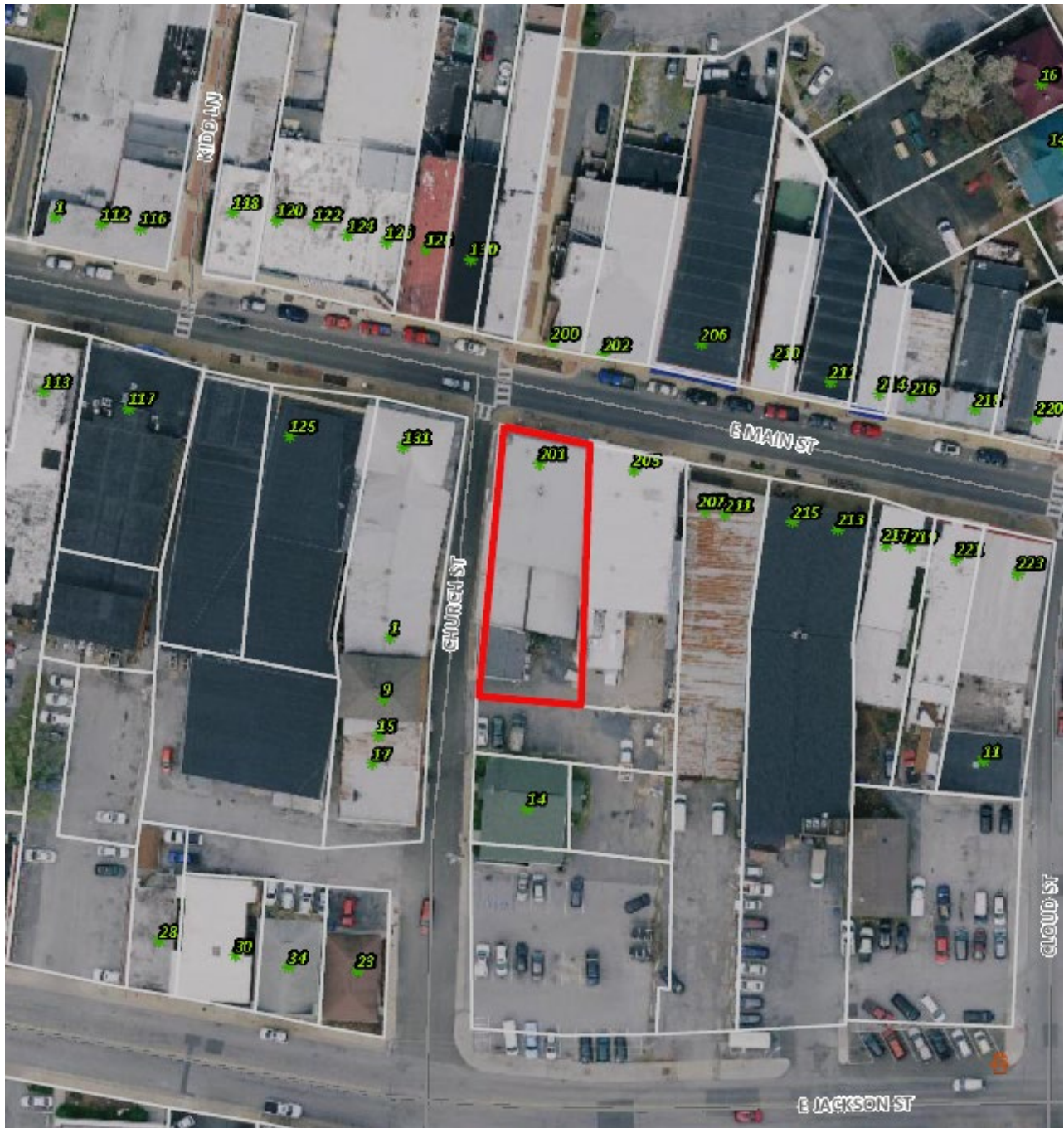
A Special Use Permit Application has been submitted for approval of a Short-Term Rental located at 201 E. Main Street.

GENERAL INFORMATION:

Site Address	201 E. Main Street		
Zoning District	C-2		
Overlay Districts	Historic District – YES	Floodplain – YES	Entrance Corridor – NO
Tax Identification	20A810 5		
Location	The site is located at the corner of East Main Street and Church St.		



VICINITY MAP



Property History

No current or past code violations at this address.

Surrounding Zoning Districts & Uses

North: Commercial - (C-2)
 South: Commercial - (C-2)
 East: Commercial - (C-2)
 West: Commercial - (C-2)

Use: Commercial
 Use: Vacant Lot
 Use: Commercial
 Use: Commercial

Property History *Staff recommends approval.*



Council Agenda Statement

Item #07C

Meeting Date: June 27, 2022

Agenda Item: PUBLIC HEARING – Public Necessity Resolution for Redundant Waterline Project in Routt 522 North Corridor

Summary: Council seeks to construct public facilities of approximately 26,000 linear feet of 12-inch waterline along the Route 522 Corridor to improve water quality and system reliability. Any disruption in quality or quantity of the water service along the Route 522 Corridor could significantly impact the users of the system. The Public Necessity Resolution, pursuant to Virginia Code §15.2-1903, would confirm the public necessity of the redundant waterline and authorize the eminent domain process for the project. Council is requested to consider a Public Necessity Resolution for the Redundant Waterline Project in the Route 522 North Corridor as presented.

Budget/Funding: N/A

Meetings: Work Session held June 13, 2022

Proposed Motion: I move that council approve a Public Necessity Resolution for the Redundant Waterline Project in the Route 522 North Corridor as presented.

Moved _____ *Seconded* _____

Cockrell _____ *Gillispie* _____ *Jackson* _____ *McFadden* _____ *Morris* _____ *Thompson* _____



Redundant Waterline Project Timeline

Council Action

- **3/7/11:** Council Special Meeting-Council approved final version of contract to provide central water and sewer service to Dominion Power/VEPCO gas-fired electrical generating facility in the Route 522 North Corridor (Power Plant formerly known as CPV-Warren introduced in 2002 to meet future eastern corridor power needs)
- **10/15/18:** Council Work Session-Council decides to go forward with the Feasibility Study for the project to be completed by a Consultant; Dominion Power agrees to contribute \$3.5 million toward construction of a future redundant waterline
- **8/26/19:** Council Work Session- Consultant presentation of “Route 522 Corridor Water Main Preliminary Engineering Report” that was completed in July 2019
- **4/27/20:** Council Regular Business Meeting-Council approved Budget Amendment and Award of Bid for Engineering Services of Redundant Waterline Project
- **12/14/20:** Council Regular Business Meeting-Council passed resolution for Town Manager to Accept Deeds of Easement on behalf of the Town for Redundant Waterline Project in the Route 522 North Corridor
- **6/27/22:** Council Regular Business Meeting-Council to consider/act on Resolution establishing presumption of necessity for the easement acquisition/condemnation process

Town Staff/Consultant

- Currently working to secure final three easements
 - 6/13/22 Council Work Session: Staff/Consultant Presentation on easement acquisition/condemnation process
- Preparing to send the project out to bid-Proposed Schedule
 - 6/17: Bid advertised
 - 7/29: Bid submission deadline
 - 8/5: Bid extension deadline

Dominion Energy

- **6/1/12:** Dominion Broke Ground on gas-fired electrical generating facility (1,300 megawatts, enough electricity to power 325,000 homes at peak demand); About 30 employees expected at plant full time
 - **By 2022:** Dominion projected to need an additional 4,000 megawatts of electricity to meet peak demand
- **December 2014:** Facility was completed



Town of Front Royal, Virginia

RESOLUTION MEMORANDUM

Date: June 13, 2022
To: Mayor and Town Council
From: Kathleen Leidich, Assistant Town Manager
Robert Boyer, Director of Public Works
BJ Wilson, Director of Finance

Redundant Waterline Project-Route 522 Corridor North

Background

Town staff has been working to secure easements for the installation of the redundant waterline in the Route 522 Corridor North area. Staff, with consultant assistance, has obtained 30 of the 33 easements needed to construct the redundant waterline. Over the past several months, staff has continuously worked with the two property owners of the remaining three easement parcels, but has not yet been able to secure the final easements for the project. Upon the conclusion of the Public Hearing on June 27, 2022, Town Council is requested to approve the attached resolution to authorize the use of eminent domain, where needed, to acquire the remaining easements for the redundant waterline project.

Easements to be Acquired

Below is a list of the easement property locations that may require the use of eminent domain to be obtained:

1. Tax Map ID #20A221-11, Tax Map ID #20A221-9: F&R Limited Partnership
 - a. Contact with Property Owner
 - i. 7/17/20: Consultant emailed Property Owner
 - ii. 7/29/20: Consultant emailed Property Owner
 - iii. 7/31/20: Consultant emailed Property Owner
 - iv. 8/17/20: Consultant walked the easement area with the Property Owner
 - v. 10/26/20: Initial project notification letter was mailed to the Property Owner. Signed certified card returned with no date.
 - vi. 11/20/20: First easement agreement package mailed to Property Owner. Signed certified card returned with no date.
 - vii. 1/13/21: Consultant had phone meeting with Property Owner
 - viii. 1/15/21: Second easement agreement package was mailed to Property Owner. Signed certified card returned dated 1/29/21.
 - ix. 2/5/21: Consultant emailed Property Owner to discuss easement concerns
 - x. 2/12/21: Property Owner emailed Consultant red-line markups on the proposed easement exhibits requesting tee connections
 - xi. 2/18/21: Consultant provided updated exhibits displaying tee connections to Property Owner's legal representatives.
 - xii. 4/16/21: Third easement agreement package was mailed to Property Owner. Signed certified card returned with no date.
 - xiii. 2/17/22: Property Owner met in person with Town representatives. No agreement reached.

2. Tax Map ID #20-29E: Nickolas Schulz
 - a. Property Owner has not been reached, despite multiple attempts
 - i. 10/26/20: Initial project notification letter was mailed to Property Owner. No response received.
 - ii. 11/20/20: First easement agreement package was mailed to Property Owner. No response received.
 - iii. 12/18/20: Consultant left a voicemail for the Property Owner
 - iv. 1/14/21: Consultant left a voicemail for the Property Owner
 - v. 1/15/21: Second easement agreement package was mailed to Property Owner. Signed (COVID-19) certified card returned dated 2/2/21.
 - vi. 1/19/21: Consultant left a voicemail for the Property Owner
 - vii. 2/9/21: Consultant left a voicemail for the Property Owner
 - viii. 2/17/21: Consultant left a voicemail for the Property Owner
 - ix. 3/23/21: Consultant left a voicemail at a possible workplace and sent an email to a possible work email address belonging to the Property Owner.
 - x. 4/16/21: Third easement agreement package was mailed to the Property Owner. Received on 4/19/21 marked "Return to Sender-Unclaimed" as well as "Deducted from trust fund"
 - xi. 3/15/22: Consultant left a voicemail for the Property Owner

Requested Action

In order to keep the redundant waterline project moving forward, while the final easement negotiations are being exhausted, staff recommends proceeding with eminent domain, where needed, to acquire the remaining three easements for the project. Staff's hope is to be able to negotiate the acquisition of these remaining easements prior to the June 27, 2022 Public Hearing; However, due to the lengthy process related to these remaining easements thus far and the emergency nature of the project, staff respectfully requests the Town Council to pass the attached resolution authorizing the use of eminent domain, where needed, to complete the easement acquisition process.



Redundant Water Line Easement Acquisition/Condemnation Process

Process Timeline

- **6/3/22:** Council Packet Deadline for Work Session to preview Public Hearing for Public Necessity Resolution to establish presumption of necessity for the Redundant Waterline Project
- **6/10/22:** Ad deadline for June 27th Council Public Hearing
- **6/13/22:** Council Work Session to preview Public Necessity Resolution
- **6/17/22:** Council Packet Deadline for June 27th Public Hearing for Public Necessity Resolution
- **6/27/22:** Council Public Hearing/Action on Public Necessity Resolution
- **Good Faith Offer Letter is sent**
- **7/1/22:** Council Packet Deadline for Work Session to preview Condemnation Resolution
- **7/11/22:** Council Work Session to preview Condemnation Resolution
- **7/15/22:** Council Packet Deadline for Regular Business Meeting to consider/act on Condemnation Resolution
- **7/25/22:** Council Regular Business Meeting to consider/act on Condemnation Resolution
- **7/27/22:** Provide Condemnation Notice to Property Owners (30-45 Days)
- **9/10/22:** 30-45 Day notice period over
- **9/12/22:** Town deposits offer amount with Court, Files Certificate of Take with Court which **immediately transfers easement to Town**; Provides Notice to Property Owners (4-Day notice period)
- **9/16/22:** End of 4-Day Property Owner notice period

APPRAISAL OF PROPERTY

LOCATION OF PROPERTY:

Near Mary's Shady Lane (20A221-11 & 20A221-9)
Front Royal, VA 22630

FOR:

Town of Front Royal
102 E. Main Street
Front Royal, VA 22630

SUBMITTED BY: Robert R. Elliott, Jr., MAI, SRA

DATE OF VALUATION: May 18, 2022

PROJECT IDENTIFICATION:

PARALLEL WATERLINE FOR THE ROUTE 522 NORTH CORRIDOR PROJECT

PROPERTY IDENTIFICATION:

Landowner(s) Name: F & R Limited Partnership
Address: P.O. Box 832, Middleburg, VA 20118
Phone Number: N/A

EXECUTIVE SUMMARY**RW-45B****SUBJECT INFORMATION**

Parcel Size Before Acquisition	371.328	AC
Fee Simple Acquisition Size	0	SF
Prescriptive Easement Acquired	0	AC
Parcel Size After Acquisition	371.328	AC

TOTAL ESTIMATED COMPENSATION**Value of Land in Fee Acquired**

Land in Fee	SF @ \$	= \$ 0
Limited Access	AC @ \$	= \$ 0

Value of Easements Acquired:

Permanent Waterline Easement (20A221-9)	32,831	SF @ \$ 0.11	X	25% = \$ 905 ®
Temp. Construction Easement (20A221-9)	32,797	SF @ \$ 0.11	X	10% = \$ 360 ®
Permanent Waterline Easement (20A221-11)	89,568	SF @ \$ 0.11	X	25% = \$ 2,465 ®
Temp. Construction Easement (20A221-11)	89,583	SF @ \$ 0.11	X	10% = \$ 985 ®

Total Estimated Value of Land Acquired**\$4,715****Value of Buildings Acquired:**

None Noted

Total Estimated Value of Buildings**\$0****Value of Other Improvements Acquired:**

	EA @ \$	X	0% = \$
	SF @ \$	X	0% = \$
	SF @ \$	X	0% = \$
	EA @ \$	X	0% = \$

Total Estimated Value of Other Improvements**\$0****Value of Cost to Cure Items****\$0****Damages (less Enhancements)****\$ 0****I ESTIMATE THE MARKET VALUE, AS DEFINED, of ACQUIRED LAND, IMPROVEMENTS, EASEMENTS and COST TO CURE ITEMS as of the EFFECTIVE APPRAISAL DATE TO BE:****\$ 4,715****IMPORTANT DATES**

Effective Date of the Appraisal	May 18, 2022
Property Inspection Date	May 18, 2022
Appraisal Report Date	June 2, 2022

LICENSED APPRAISER or

Signature

Name **Robert R. Elliott, Jr., MAI, SRA**Date **June 2, 2022**License/Certification Number **4001 015749**License Type **Certified General****LICENSED APPRAISER**

Signature

Name

Date

License/Certification Number

License Type

INTRODUCTION

APPRAISAL PROBLEM

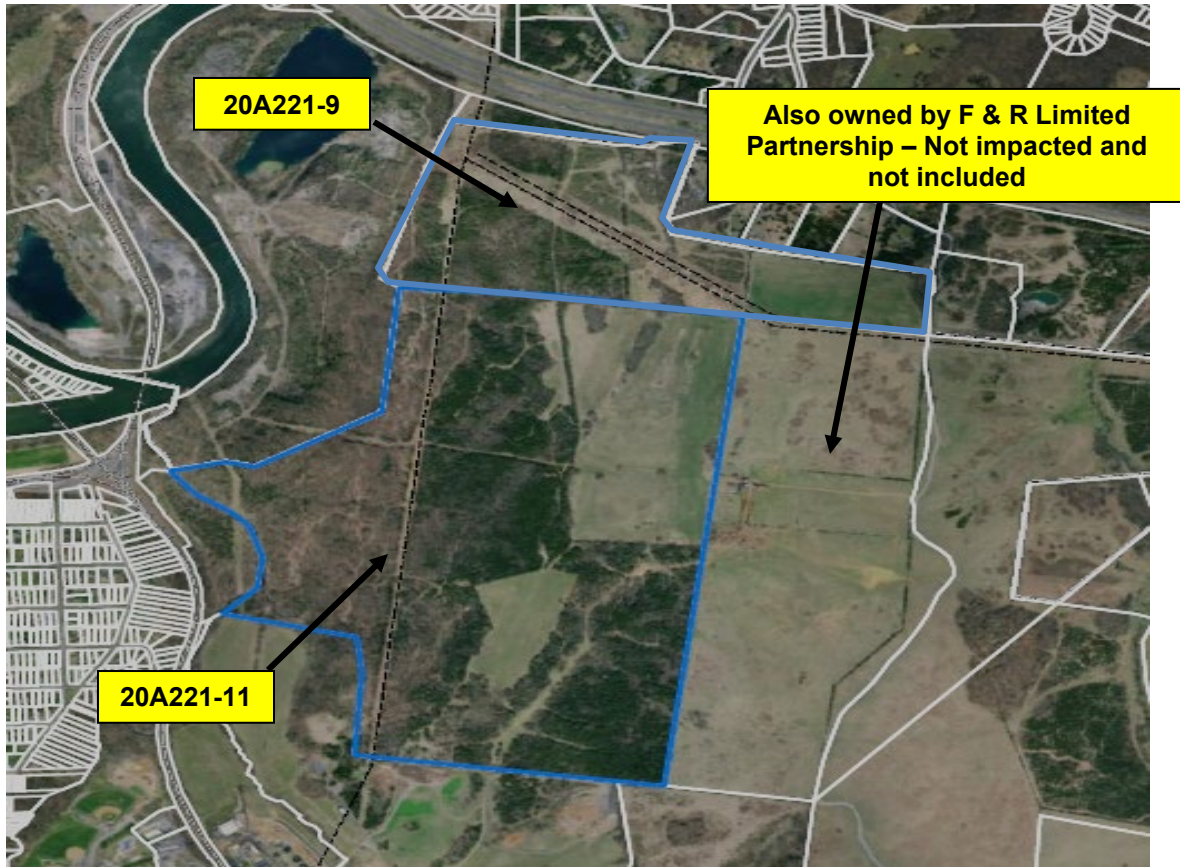
The subject is located off of Mary's Shady Lane (northern side), Front Royal, VA 22630. The property is vacant land is comprised of two tax map parcels: 20A221-9 and 20A221-11. The total site size is reported as 371.328-acres or 16,175,048 SF based on public records. The subject does not have a proposed R/W acquisition. The subject is proposed with the following: a Permanent Waterline Easement of 2.810-acres or 122,399 SF and a Temporary Construction Easement of 2.810-acres or 122,380 SF. No personal property was included in this appraisal. The problem presented herein is to estimate the market value of the property to be used as a basis for compensation.

CONTACT

The landowner(s) or their representative were contacted by ERM & Associates and the Town of Front Royal. The owner granted me permission to inspect the property on May 18, 2022. I viewed the property at this time independently.

LARGER PARCEL DISCUSSION

The appraiser deemed the combined parcels were appropriate to combine for valuation purposes based upon its size and utility, future development potential, and common ownership. The parcel is considered a larger parcel, which is defined as: “In governmental land acquisitions and in valuation of charitable donations of partial interests in property such as easements, the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. In most states, unity of ownership, contiguity, and unity of use are the three conditions that establish the larger parcel for the consideration of severance damages. In federal and some state cases, however, contiguity is sometimes subordinated to unitary use.”¹ This rationale is the basis for combining the two parcels into one, because of their congruence of ownership, contiguity, and similar highest and best use. It is likely that any future development or sale would include the two parcels.



Tax Map Number	Total Site Size	Permanent Waterline Easement Area	Temporary Construction Easement Area
20A221-9	92.79-Acres	0.754-Acre or 32,831 SF	0.753-Acre or 32,797 SF
20A221-11	278.538-Acres	2.056-Acres or 89,568 SF	2.057-Acres or 89,583 SF

¹ *The Dictionary of Real Estate Appraisal*, Sixth Edition; The Appraisal Institute

PHOTOGRAPHS

Project # Parallel Waterline for the Route 522 Corridor

Date Photo Taken: 5/18/2022 Photo Taken By: Robert R. Elliott, Jr. MAI, SRA



Photo #: 1 Photo Shows a View of: Proposed Easement Areas



Photo #: 2 Photo Shows a View of: Proposed Easement Areas

PHOTOGRAPHS

Project # Parallel Waterline for the Route 522 Corridor

Date Photo Taken: 10/25/2021 Photo Taken By: Robert R. Elliott, Jr., MAI, SRA



Photo #: 3 Photo Shows a View of: Proposed Easement Areas



Photo #: 4 Photo Shows a View of: Proposed Easement Areas

PHOTOGRAPHS

Project # Parallel Waterline for the Route 522 Corridor

Date Photo Taken: 10/25/2021 Photo Taken By: Robert R. Elliott, Jr., MAI, SRA

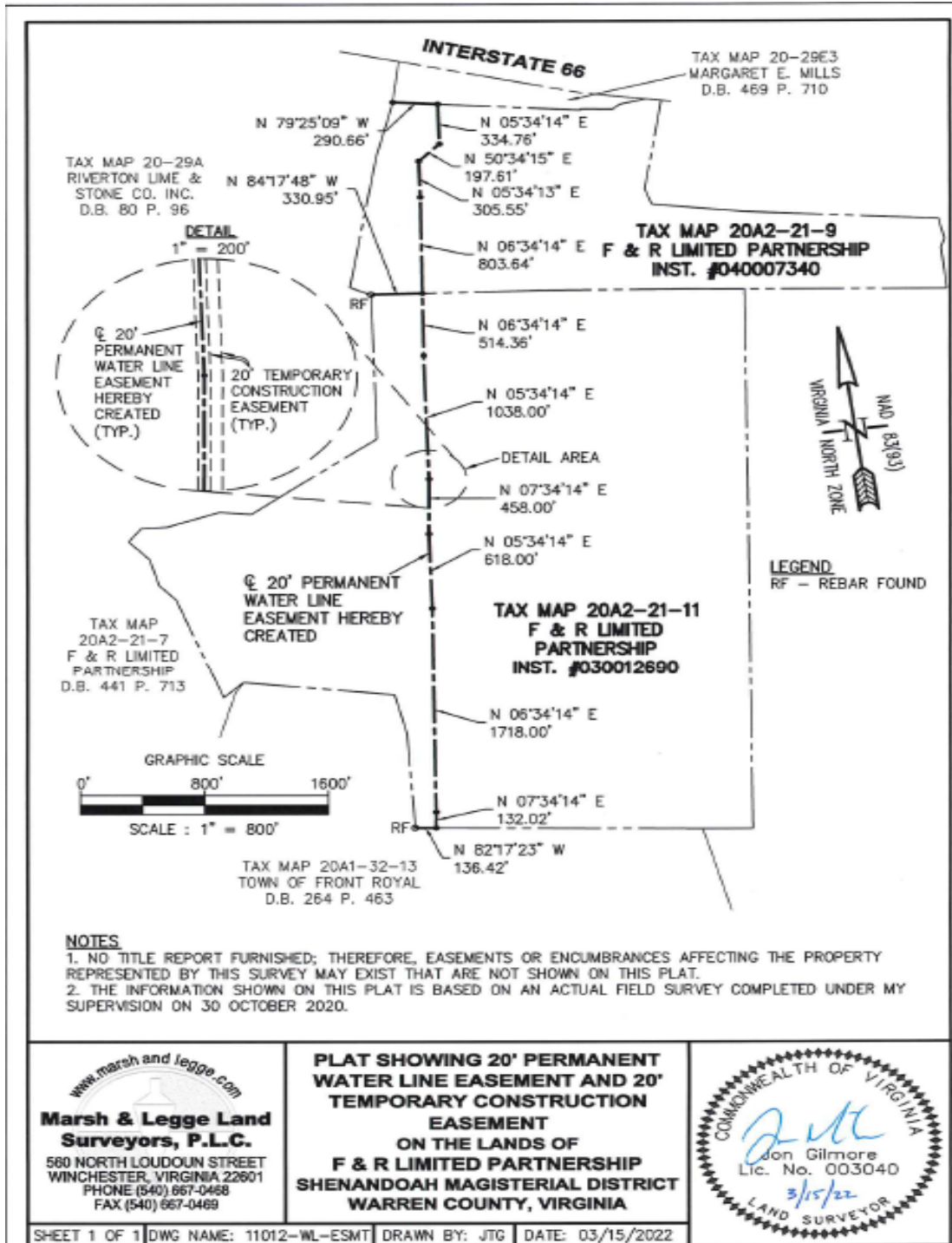


Photo #: 5 Photo Shows a View of: Proposed Easement Areas



Photo #: 6 Photo Shows a View of: Existing Transmission Lines

SUBJECT PLAT



File: V:\PROJECTS\ANY\K5\059221\000\CADD\FIGURES\EASEMENTS\59221 ESMT FIGURES_A.DWG
 Saved: 11/18/2020 1:26:01 PM Plotted: 11/18/2020 1:31:39 PM Current User: Roby, Cynthia LastSavedBy: 7434



PIN 20-29E2
 CAHILL WILLIAM E. ET UX

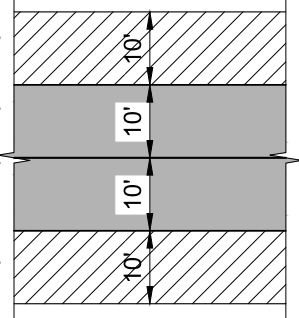
TEMPORARY EASEMENT

PERMANENT EASEMENT

PROP WL

TEMPORARY EASEMENT

TYPICAL EASEMENT FIGURE



10' TEMPORARY
 EASEMENT

PIN 20-28F1
 LORA SIMPSON
 INST. 180006468

20' PERMANENT
 EASEMENT

PIN 20-29A
 RIVERTON LIME &
 STONE COMPANY, INC.
 (NO REF.)

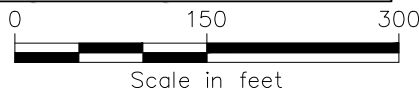
PIN 20-29E
 NICKOLAS SCHULZ
 INST. 070001767

PROPOSED
 WATER MAIN

PIN 20-28F
 ROGELIO PATRICIO
 SANTIAGO

INTERSTATE 66

THIS MAP IS NOT CERTIFIED BY SURVEY
 AND HAS NOT BEEN REVIEWED BY A
 LOCAL GOVERNMENT AGENCY FOR
 COMPLIANCE WITH ANY APPLICABLE
 LAND DEVELOPMENT REGULATIONS.



PERMANENT EASEMENT	
3,137.39 SF	0.072 AC
TEMPORARY EASEMENT	
3,137.40 SF	0.072 AC
TOTAL LINEAR EASEMENT LENGTH	
156.87 LF	

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 Blacksburg, VA 24060
 540.552.5548 • www.chacompanies.com

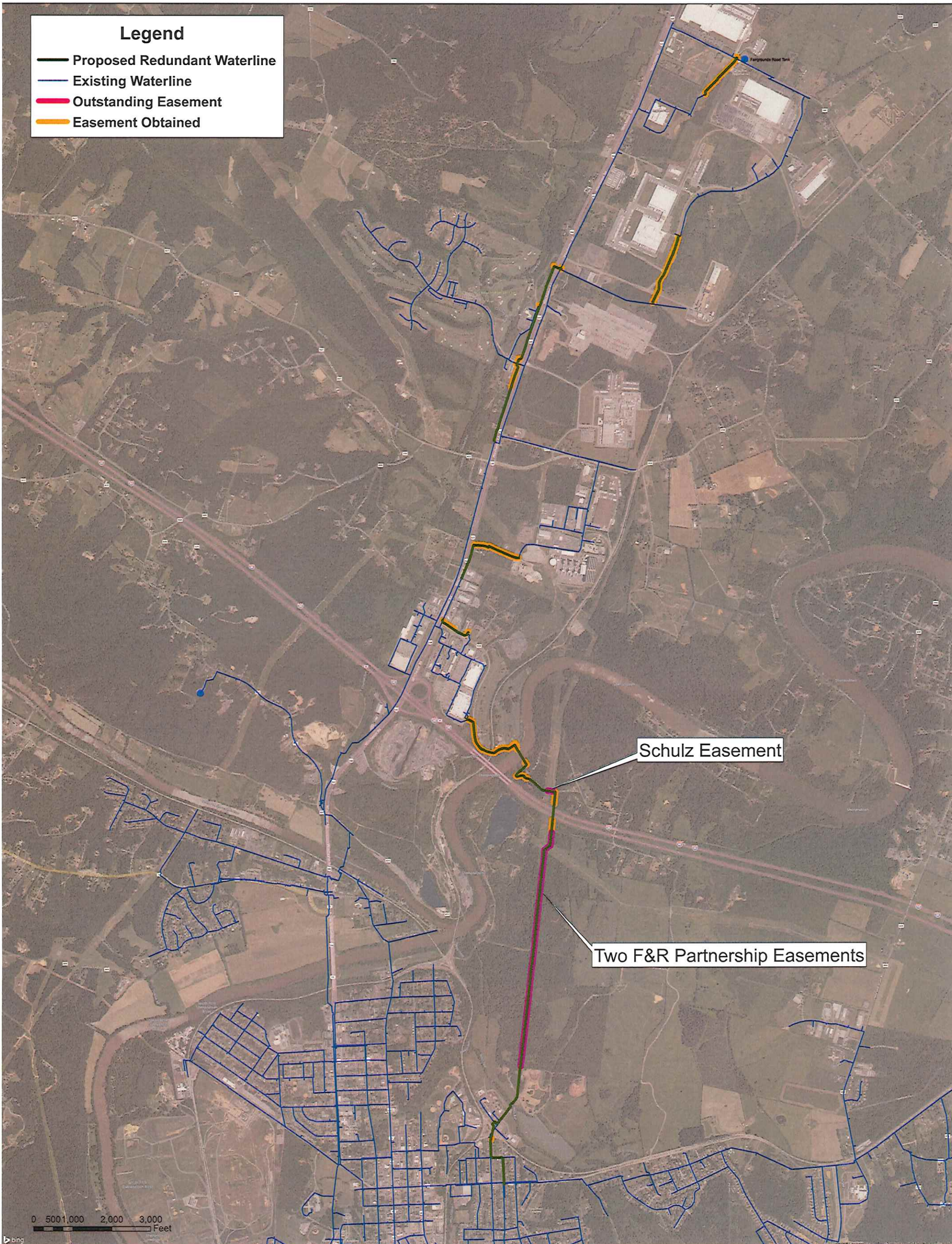
NICKOLAS SCHULZ – TAX MAP 20-29E

EASEMENT EXHIBIT FOR:
 THE TOWN OF FRONT ROYAL
 PARALLEL WATERLINE FOR THE
 ROUTE 522 NORTH CORRIDOR

PROJECT NO.
 59221

DATE: 11/18/20

EXHIBIT: 1





RESOLUTION

Redundant Waterline for the Route 522 North Corridor

WHEREAS, the Town of Front Royal ("Town"), an incorporated town within Warren County, Virginia, provides water to residential, commercial, and industrial users within the Town and surrounding areas in the County and needs to install multiple segments of 12-inch water main in the Route 522 North Corridor ("Corridor") to provide redundancy and increased reliability to the commercial and industrial users located in the Corridor area; and,

WHEREAS, Town staff has informed the Town Council that the Corridor is currently served by a single waterline and, as such, is vulnerable to interrupted water service to the commercial and industrial users in the Corridor should there be a line break in the existing water system; and,

WHEREAS, Town staff has informed the Town Council that the most suitable location for the installation of the redundant water main is through the adjacent private properties located in the Corridor area; and,

WHEREAS, Town staff has informed the Town Council that a) that negotiations have not progressed with the owners of the properties listed herein, b) that the easements are needed for the installation of the new water lines, and c) that the methodology used in valuing the easements that has been included in this resolution, for purposes of making a good faith offer, is considered to be reasonable and proper; and,

WHEREAS, Town staff has informed the Town Council that the amount of property to be taken is not more than is necessary to achieve the stated public use; and,

WHEREAS, Town staff has determined that the Town will need to acquire permanent easements from the following persons who own property along the proposed route as described above in the Town of Front Royal and Warren County, Virginia, but who do not seem at this time amenable to a voluntary conveyance of the needed easements. The easement areas and easement values also follow; and,

Tax Map ID: 20A221-11

Owner: F&R Limited Partnership

Easement Area, Permanent: 89,567.69 square feet

Easement Area, Temporary: 89,583.44 square

feet Total Easement Value: \$3,450.00

Tax Map ID: 20A221-9

Owner: F&R Limited Partnership

Easement Area, Permanent: 32,830.98 square feet

Easement Area, Temporary: 32,796.82 square

feet Total Easement Value: \$1,265.00



Tax Map ID: 20-29E
Owner: Nickolas Schulz
Easement Area, Permanent: 3,137.39 square feet
Easement Area, Temporary: 3,137.40 square feet
Total Easement Value: \$136.29

WHEREAS, in the event that the Town is unable to acquire the necessary easements through negotiation with the property owners, Town staff has presented a proposed schedule for public advertisement and a public hearing for the purpose of informing the public of the need to exercise eminent domain to acquire the permanent easements; and,

WHEREAS, such public hearing, if necessary, will be scheduled to take place on June 27, 2022 for the purpose of giving all citizens the opportunity to state their views on the exercising of eminent domain over the subject property for the purpose of acquiring the necessary easements for the installation of the redundant water main; now,

THEREFORE, BE IT RESOLVED by the Town Council of the Town of Front Royal that (1) acquisition of the necessary water main easements as recommended are for the public use of a waterline and that no more private property is being taken than that which is necessary to achieve the stated public use, (2) that the calculation of the fair value of the easements is reasonable, (3) that such acquisition is hereby approved, and (4) that the Town Manager is hereby authorized and directed to negotiate the specific terms of easement agreements and to execute and deliver the same in consideration of the fair values as computed, or to prepare and send a good faith offer letter and, if no agreement can be reached after negotiating with the owners of the subject properties, to acquire the water main easements through the exercise of eminent domain; and,

BE IT FURTHER RESOLVED, that if the Town is unable to negotiate successfully with the owners of the subject properties to acquire the necessary water main easements, the Council authorizes and directs the Town Manager to advertise the acquisition of the necessary easements through the exercise of eminent domain and to make appropriate arrangements, including advertising of a public notice, for the public hearing on June 27, 2022; and,

BE IT FURTHER RESOLVED, that the Town Manager is authorized to obtain a title report, appraisal, and any other documentation needed to ascertain the values of the permanent easements; and,

BE IT FURTHER RESOLVED, that the Town Manager is authorized and directed to take such further action as shall seem to be necessary or convenient to obtain the necessary water main easements.



This resolution shall take effect upon passage.

APPROVED:

Chris W. Holloway, Mayor

ATTEST:

Tina L. Presley, Clerk of Council

Member _____ made a motion to approve this Resolution.

Member _____ made a Second to approve.

Council Member Votes: _____ Aye _____ Nay _____ Abstain

Lori A. Cockrell	___ Yes ___ No	Gary L. Gillispie	___ Yes ___ No
Letasha T. Thompson	___ Yes ___ No	Amber F. Morris	___ Yes ___ No
Joseph E. McFadden	___ Yes ___ No	Zachary Jackson	___ Yes ___ No

CERTIFICATION

The undersigned Clerk of Council for the Town of Front Royal does hereby certify that the foregoing is a true, complete, and correct Resolution adopted by a vote of a majority of the Town Council, present at a regular meeting of the Town Council of the Town of Front Royal duly called and held **June 27, 2022** at which a quorum was present and acting throughout, and that the same has not been amended or rescinded and is in full force and effect as of the date of the above mentioned meeting.

Approved as to Form and Legality:

George Sonnett, Deputy Town Attorney

Dated: _____



Council Agenda Statement

Item #07D

Meeting Date: June 27, 2022

Agenda Item: PUBLIC HEARING – FY22 Budget Amendment for Revenue Exceeding Budgeted Amount and Budget Transfer to Allocate Additional Funds to Advance Paving Plan

Summary: Council is requested to approve a FY22 Budget Amendment in the amount of \$1,000,000.00 to account for revenues that exceeded FY22 budget amounts and to approve a FY22 Budget Transfer in the amount of \$1,000,000.00 to allocate additional funds to advance the Town's Paving Plan. A public hearing was necessary due to the amount exceeding 1% of the budget.

Budget/Funding: Budget Amendment

Revenues

1000-3110101	General Fund Revenue Real Estate Property Tax	\$100,000.00
1000-3110301	General Fund Revenue Personal Property Tax	\$280,000.00
1000-3120501	General Fund Revenue Auto Licenses	\$ 30,000.00
1000-3110601	General Fund Revenue Penalties Del Tax	\$ 4,000.00
1000-3110602	General Fund Revenue Interest Del Tax	\$ 12,000.00
1000-3120401	General Fund Revenue Franchise Tax	\$ 5,000.00
1000-3120403	Electric Consumer Tax	\$ 2,000.00
1000-3120404	Deregulation Local	\$ 5,000.00
1000-3120601	General Fund Revenue Bank Stock Tax	\$155,000.00
1000-3121001	General Fund Revenue Lodging Tax	\$ 60,000.00
1000-3120301	General Fund Revenue Business Prof Licensing	\$200,000.00
1000-3220108	General Fund Revenue Rental Vehicle Tax	\$ 8,000.00
1000-3121101	General Fund Revenue Meals Tax	\$139,000.00

Expenditure

9790-49006	General Fund Transfer to Street Fund	\$1,000,000.00
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Budget Transfer from General Fund to Street Fund

Revenue

4500-3240407	Transfer from General Fund to Street Fund	\$1,000,000.00
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Expenditure

4500-47927	Highway Maintenance Street Reconstruction	\$1,000,000.00
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Meetings: Work Session held June 13, 2022

Proposed Motion: I move that Council approve a FY22 Budget Amendment for revenue exceeding FY22 budgeted amounts and a FY22 budget transfer to allocate additional funds to advance the Town's Paving Plan in the amount of \$1,000,000.00.

Moved _____ Seconded _____

Cockrell _____ Gillispie _____ Jackson _____ McFadden _____ Morris _____ Thompson _____



Council Agenda Statement

Item #07E

Meeting Date: June 27, 2022

Agenda Item: PUBLIC HEARING – An Ordinance Amendment to Town Code Chapter 175 to Add Data Centers

Summary: Council is requested to consider an ordinance amendment to Town Code Chapter 175 to add the definitions of “Data Center”, “Green Roof”, “Solar Roof”, and “Vegetative Roof” to Chapter 175-3, add “Data Center” as a use permitted by right in the Industrial Employment District (I-2), revise permitted uses in the Industrial Employment District (I-2), Chapter 175-65; and to add supplemental regulations for “Data Centers” to Chapter 175-152 as presented. The Planning Commission held a public hearing on this ordinance amendment on June 15, 2022 and recommended approval to Town Council with three (3) changes and is included as presented.

Budget/Funding: N/A

Meetings: Work Session held June 13, 2022. Planning Commission public hearing held June 15, 2022

Proposed Motion: I move that Council approve an ordinance amendment to Town Code Chapter 175 to add the definitions of “Data Center”, “Green Roof”, “Solar Roof”, and “Vegetative Roof” to Chapter 175-3, add “Data Center” as a use permitted by right in the Industrial Employment District (I-2), revise permitted uses in the Industrial Employment District (I-2), Chapter 175-65; and to add supplemental regulations for “Data Centers” to Chapter 175-152 as presented.

Moved _____ *Seconded* _____

Cockrell _____ *Gillispie* _____ *Jackson* _____ *McFadden* _____ *Morris* _____ *Thompson* _____

AN AMENDMENT TO CHAPTER 175 OF THE TOWN OF FRONT ROYAL ZONING ORDINANCE TO ADD THE DEFINITION OF DATA CENTER, GREEN ROOF, SOLAR ROOF, AND VEGETATIVE ROOF TO 175-3; ADD DATA CENTER AS A USE PERMITTED BY RIGHT IN THE (I-2) ZONING DISTRICT, REVISE PERMITTED USES IN THE (I-2) ZONING DISTRICT, 175-65; AND TO ADD SUPPLEMENTAL REGULATIONS FOR DATA CENTERS, 175-152.

Chapter 175 Zoning

175-3. DEFINITIONS

DATA CENTER

A facility used primarily for the storage, management, processing, and transmission of digital data, which houses computer and/or network equipment, systems, servers, appliances, and other associated components related to digital data operations, which may also include other associated utility infrastructure to support sustained operations.

GREEN ROOF

A green roof is a solar roof or vegetative roof.

SOLAR ROOF

A solar roofing system that generates reusable energy, which reusable energy accounts for at least 2.5 percent of the total electric energy used by the building to which the solar roofing system is attached.

VEGETATIVE ROOF

A roofing system designed in accordance with the Virginia Stormwater Management Program's standards and specifications for green roofs, as set forth in the Virginia Stormwater BMP Clearinghouse, in which at least 50 percent of the total roofing area is vegetative.

INDUSTRIAL EMPLOYMENT DISTRICT (I-2)

(Amended 1-23-95 Repealed former Heavy Industrial I-2)

175-64 STATEMENT OF INTENT (I-2)

The I-2 Industrial Employment District is designed to:

A. Enable the establishment of industrial and employment uses and structures in appropriate locations of the town.

B. Prevent land or structures from being used in a manner so as to create any dangerous, injurious, noxious, or otherwise objectionable risk of fire, explosion, radioactivity, or other hazardous condition; noise or vibration, smoke, dust, odor, or other form of air pollution; electrical or other disturbance, glare, or heat; liquid or solid waste; or other condition that would adversely affect nearby residential and commercial areas.

C. Provide controls and standards for the establishment of industrial and employment uses and structures in keeping with the purposes of this Article and the Front Royal Comprehensive Plan.

175-65 USE REGULATIONS (I-2)

A. Subject to the standards and requirements set forth in this Chapter, except as prohibited or restricted by separate restrictions of record that may pertain to property within the I-2 District, the following uses of land and buildings are permitted by-right in the I-2 District:

RESIDENTIAL:

Caretaker ~~or Guard~~ quarters

COMMERCIAL:

Automobile and truck sales lots and leasing agencies, in accordance with 175-44.E

Automobile garage (auto repair)

Automobile service stations (gas stations)

Business Offices

Coal and wood yards, ~~lumberyards~~, and feed/seed stores

~~Commercial nurseries, greenhouses, and garden centers~~

Commuter parking facilities

Contractor's offices, display rooms and storage

~~Data Centers, in accordance with 175-152~~

Furniture stores

Lumber and building supply

Professional Offices

Technology Business ~~including internet service providers, software design and development, content developers, internet-based sales, and service, inbound or outbound call centers~~

~~Veterinary hospitals~~

INDUSTRIAL:

Distribution facilities

Light Manufacturing

Woodworking and upholstery shop.

Wholesale

ORGANIZATIONAL:

~~Buildings used primarily for federal, state, county, or local government purposes~~

~~Laboratory, pharmaceutical and/or medical~~

~~Public protection facilities: fire departments, rescue squads, police stations, or substations~~

~~Schools~~

MISCELLANEOUS:

Accessory uses, ~~structures~~, and buildings

Home occupations

Open Space

Public facilities.

Public parks and playgrounds
Public utilities
Signs, as set forth in Section 175-106
~~Special childcare services~~
~~Vegetative roofs~~

Such other uses as determined similar to one or more enumerated uses by the Zoning Administrator

B. The following uses are permitted within the I-2 District only by approval of a **special use permit**, except as prohibited or restricted by separate restrictions of record that may pertain to property within the I-2 District:

RESIDENTIAL:

COMMERCIAL:

Airport (including heliports)
Assembly Halls.
Barber and beauty shops
Catering Services
Clubs
~~Data Centers, in accordance with 175-152~~
Daycare and daycare facilities
Kennels
Recreation facility, commercial
Restaurant, including drive-in restaurants
Retail Stores

INDUSTRIAL:

Automobile Graveyard
Hazardous Material Storage
Heavy Manufacturing
Medium Manufacturing
Scrap metal processing

ORGANIZATIONAL:

~~Schools~~

MISCELLANEOUS:

~~Solar roofs~~
~~Vegetative roofs~~

Any use permitted under Section 175-65.A., or specifically listed above under this subsection, that proposes to occupy a building or structure that exceeds the height requirements of Section 175-67, subject to the requirements of Section 175-136. Additional heights approved by a special use permit shall be required to increase the required setback and yard area requirements by an equivalent distance from each property line.

Communications Towers and cable television facilities, with wireless telephone (cell phone) communications tower subject to the supplemental provisions prescribed in Section 175-110.4.

Conservation Areas

Mini-warehouses

Parking Structures

175-66 AREA REGULATIONS (I-2)

A. Minimum lot size: ~~twenty thousand (20,000) square feet~~ **One (1) Acre.**

B. Minimum lot width: ~~eighty one hundred fifty (80) (150) feet.~~

C. Minimum district size: ten (10) acres.

175-67 MAXIMUM HEIGHT OF BUILDINGS (I-2)

A. All buildings/structures: seventy-five (75) feet, except as provided for in Section 175-65B.

B. Exemptions to height requirements:

1. Chimneys and flues.
2. Cooling towers.
3. Flagpoles.
4. Radio and communications towers.
5. Parapet walls up to four (4) feet above the height of the building on which the wall rests.
6. Water towers.
7. Elevator towers.

175-68 MINIMUM YARD DIMENSIONS (I-2)

A. All structures:

1. Front: twenty-five (25) feet.
2. Side: ~~ten fifteen (10) (15) feet for principal structure, 10 feet for accessory structure.~~
3. Rear: ~~zero (0) fifteen (15) feet for principal structure, 10 feet for accessory structure~~
4. Corner side: twenty-five (25) feet.

B. Transitional requirements, when adjoining a residential district

1. Side: forty (40) feet.
2. Rear: forty (40) feet.
3. All transitional yards shall be landscaped in accordance with Section 148-44.

175-69 LOT COVERAGE (I-2)

A. Maximum building coverage: - fifty percent (50%).

B. Maximum impervious surface coverage: - seventy-five percent (75%).

175-70 PERFORMANCE STANDARDS (I-2)

The following performance standards shall apply to all uses within the I-2 Industrial Employment District:

A. Vibration:

1. No continuous, frequent, or repetitive vibrations shall be produced which are discernible to a person of normal sensitivities, without instruments, on land that is not zoned for industrial uses.
2. Vibrations from temporary construction and vehicles leaving the property (such as trucks or trains) are excluded. Vibrations from on-site equipment or vehicles that remain primarily on-site are included.
3. Vibrations of no more than five (5) minutes on ~~any one (1)~~ day between the hours of 7:00 a.m. and 7:00 p.m. shall not be deemed continuous, frequent, or repetitive.

B. Glare: Any operation or activity producing intense light or glare shall be performed in such a manner as not to create a glare effect across lot lines. Direct illumination from any source shall be screened from adjoining properties.

C. Heat:

1. Heat from an industrial use shall not at any time cause a temperature increase in the air on any adjacent property in excess of ten degrees Fahrenheit (10 F.).
2. Heat from an industrial use shall not at any time cause a temperature increase in a stream, wetland, lake, or any other body of water, at or beyond the property line of the lot on which it is located, that would have an adverse effect on any aquatic life.

D. Liquid or Solid Wastes:

1. No industrial use shall result in the discharge of liquid or solid waste into any public sewer, private sewage system, public waters or into the ground except in compliance with applicable federal, state, or local laws governing such discharge.
2. There shall be no accumulation outdoors of solid wastes conducive to the breeding of rodents or insects.
3. All discharges into any public sewer shall comply with the provisions of Section 134-2, et seq.

E. Smoke and Particulate Matter:

1. Open storage and open processing operations, including on-site transportation movements which are the source of windborne dust or other particulate matter or which involve dust or other particulate air contaminant generating equipment (such as used in paint spraying, grain handling, sand or gravel processing or sandblasting) shall be conducted so that dust and other particulate air contaminants are not transported in visible quantities across the boundary line of the tract on which the industrial use is located.
2. All industrial uses shall comply with state and federal air pollution control regulations.

F. Toxic and Hazardous Materials:

1. All toxic and hazardous materials used in industrial operations shall be registered with the Front Royal Fire Department for purposes of safety.
2. Activities involving the storage or use of materials or products which decompose by detonation shall be registered with the Front Royal Fire Department.
3. Explosives shall be stored, used, and manufactured in accordance with applicable state and federal regulations.

G. Odor:

1. No continuous, frequent, or repetitive emission of odors or odor-causing substances of such intensity and character as to be detrimental to the health and welfare of the public or neighboring landowners or to interfere with the comfort of the public or neighboring landowners at or beyond the property line shall be permitted. Any such odor or odor causing activity or substance shall be removed, stopped, or so modified as to remove the odor.
2. An odor which is evident no more than once in any one (1) day for a period not exceeding five minutes shall not be deemed as continuous, frequent, or repetitive within the meaning of these regulations.

H. Noise:

1. No industrial activity shall generate noise that tends to have an annoying or disruptive effect upon uses located beyond the property boundary.
2. Where technical evidence of violation is warranted, sound levels shall be measured at locations specified in Section 175-71 with a sound level meter and associated octave band filter, manufactured in accordance with the American Standards Association. Measurements shall be made using the flat network of the sound level meter. No sound pressure level shall exceed the decibel levels in the octave bands shown herein.

3. Maximum permitted sound levels (in decibels):

Octave Band Cycles Per Second	Maximum Permitted Sound Level in Decibels
0 to 75	72
75 to 150	67
150 to 300	59
300 to 600	52
600 to 1200	46
1200 to 2400	41
2400 to 4800	38
Above 4800	35

4. Noise resulting from temporary construction activity between the hours of 7:00 a.m. and 7:00 p.m. shall be exempt from this section.

I. Screening:

1. Except where otherwise specifically approved in the Town Code, permitted uses shall be conducted wholly within a completely enclosed building.
2. Outdoor storage, outdoor display or outdoor sale of goods shall only be permitted when each of the following standards are met.
 - a. Outdoor storage, outdoor display, or outdoor sale of goods shall be used in direct association with the primary use or uses of the property.
 - b. Outdoor storage, outdoor display and/or outdoor sales shall be screened to obstruct view from any adjacent public street. A screen may consist of a building, solid masonry wall, uniformly painted solid board fence or landscaping. The height of the screening shall be a minimum of six (6) feet unless an alternative height is approved by the Planning Commission during the review of a site plan.
3. The following types of outdoor display and/or outdoor sales shall be exempt from the requirements of Section 175-70.I.2.b.
 - a. Motor vehicles.
 - b. Power operated machines designed for outdoor labor, such as farming, construction, or lawn maintenance, as well as large equipment, products, and materials designed to be kept outdoors.
 - c. Plants and other landscaping products typically sold with plants.
 - d. Temporary or seasonal activities, such as but not limited to, peddlers and itinerant merchants that have obtained approval from the Town.

- e. Pre-manufactured buildings.
 - f. Vending machines.
 - g. General products, goods, merchandise, and/or materials, provided that (i) no more than 200 square feet of area is used, and (ii) outdoor display and/or sales are restricted from the evening and night hours from 8PM to 5AM, except that general products, goods, merchandise, and/or materials may be kept outdoors if located under a roofed structure.
- 4. All sites and parking areas shall be landscaped in accordance with the provisions of **the Town of Front Royal's Landscaping Preservation and Planting Guide**.
 - 5. Automobile graveyards and junkyards, including those in existence at the time of the adoption of this chapter, shall completely screen, on any side open to view from a public road, the operation or use by a solid masonry wall, a uniformly colored solid fence, or dense evergreen plantings at least six (6) feet in height at the time of planting.

175-71 LOCATIONS FOR DETERMINATION OF PERFORMANCE STANDARDS (I-2)

Measurements may be made at ground level or at habitable levels of buildings. Measurements shall be made at the property boundary of the parcel where the industrial use is located.

175-72 ADMINISTRATION AND ENFORCEMENT OF PERFORMANCE STANDARDS (I-2)

A. Before a building permit or zoning permit shall be issued or construction commenced on any uses in this district or a permit issued for a new use, the development plans shall be submitted to the Zoning Administrator for review. Sufficient detail shall be provided on said plans to show compliance with the substantive provisions of this chapter and compliance of the operations and processes to the performance standards.

B. Determinations of a violation shall be made pursuant to a test using either the senses of the Zoning Administrator and a second municipal official/employee, or using equipment before notice of violation is issued. The operator of an industrial use shall be given written notice of the time and place of the test and given a reasonable opportunity to witness the test.

C. The Zoning Administrator will notify landowners and business operators/tenants in writing of violations and will then seek compliance. When notified of a violation, a landowner or tenant will have the opportunity to demonstrate that the operation predates the application of this Article and is therefore a valid nonconforming use. A finding of violation may be appealed to the Board of Zoning Appeals and then to the courts.

D. If a violation exists and the operator fails to take satisfactory action within two (2) weeks, the Zoning Administrator shall take or cause to be taken such action as is appropriate to cause correction of such violation. Failure to obey lawful orders concerning correction of such violation

shall be punishable as provided generally for violations in the Zoning Ordinance and in other laws or regulations affecting the case.

175-73 OFF-STREET PARKING AND LOADING (I-2)

A. Parking space requirements:

1. Industrial uses/manufacturing/distribution areas: one (1) space per employee one (1) space for every vehicle used on site, plus one (1) space per delivery/loading bay.
2. Automobile garages: two (2) spaces per service bay, or two (2) spaces for every three hundred sixty (360) square feet. Every such facility shall have a minimum of three (3) spaces.
3. Industrial uses/office component: one (1) space per three hundred (300) square feet of office area.
4. Other uses not specifically enumerated: see Section 175-104.

B. Location: Minimum setback for loading areas, driveways, and parking: five (5) feet from side and rear property lines for parking areas with fewer than fifteen (15) spaces and five (5) feet from front property line except where driveway entrance is located. All parking areas with fifteen (15) or more spaces shall meet the requirements of Section 148-48.

C. Loading space requirements:

1. Number: one (1) space for first ten thousand (10,000) square feet of gross floor area, plus one (1) space for each additional forty thousand (40,000) square feet or fraction thereof. For purposes of this section, gross floor area shall include gross outdoor storage areas, covered or uncovered.
2. Size of space: minimum twelve (12) feet wide and fifty-five (55) feet in length, with a minimum clear height of fifteen (15) feet.

175-152. Data Centers

A. STATEMENT OF INTENT

These requirements are intended to ensure that the development of data centers, where allowed, is consistent with the goals of the Comprehensive Plan; promote public health, safety, and welfare by improving air quality and reducing dust, glare, and noise; promote traffic safety by defining circulation patterns; and provide for the protection of the appearance and value of neighboring properties.

B. DEVELOPMENT STANDARDS

All facilities shall be subject to the use limitations and development standards set forth in the underlying land use district; in addition, shall be subject to the following supplemental regulations:

SITE DESIGN & LAYOUT

C. Access And Internal Circulation

1. Access and internal circulation shall be designed so as not to impede traffic on a public street. Access by the following means may be approved:
2. Provision of shared entrances, interparcel connection and travelways, or on-site service drives connecting adjacent properties.
3. Access from a secondary public street as opposed to the corridor highway.
4. Access points, for lots located at an intersection, shall be located the maximum distance possible from existing or proposed intersections.
5. The internal streets of a commercial, office, or industrial complex.

D. Setbacks And Height

1. Setbacks. Minimum yard depth shall be as follows:
 - a. Front: 100 feet for structures; 50 feet for parking lots
 - b. Rear and side: 50 feet for structures; 25 feet for parking lots.
 - c. Reductions to required minimum yard depth may be granted by the Town of Front Royal Town Council and/or Planning Commission, as applicable, where, on account of topographical, depth of lot, or other circumstances applicable to the subject property, without such relief use of the subject property would be effectively prohibited or unreasonably restricted.

E. Parking and Landscaping

1. One (1) space per employee on the major shift and one (1) space for every vehicle used on site, plus one (1) space per delivery/loading bay.
2. Landscaping shall be installed in accordance with the requirements of Chapter 156 and the Town's Landscape Preservation and Planting Guide.
3. Parking areas shall be located to the rear or side of the structure(s) or building(s) they are intended to serve whenever possible. Where parking is designed to be located in the front yard setback of the corridor highway, a three-foot berm or wall shall be utilized with a designated street buffer. Where a wall is used, it shall be placed adjacent to the parking areas.

F. Service Areas

1. Loading and service bays. Loading areas, service entrances and service bays shall be oriented and/or screened so as not to be visible from the public right-of-way.

G. Waste Disposal Areas

1. Dumpster and other waste disposal areas shall be completely screened from the public view by means of a board-on-board fence and landscaping, or similar opaque material.

H. Fences

1. Fencing of the property is permitted, provided that fencing along public or private streets is not chain-link, with or without slatted inserts, and does not include barbed wire or other similarly visibly intrusive deterrence device.

I. Mechanical Equipment

1. Mechanical equipment shall be shielded and screened from the public view and designed to be perceived as an integral part of the building.

J. Exterior Lighting

1. Lighting shall be installed in accordance with the requirements of Chapter 148-860.F.

K. Pedestrian And Bicycle Facilities

1. Sidewalks and/or trails for pedestrian and/or bicycle access shall be provided, at a minimum, along any side of a public road that abuts the property upon which the data center is located.

L. Sound regulations shall be in compliance with the underlying zoning district.

BUILDING LOCATION AND TREATMENT

A. Integrated Campus Style Development.

1. All buildings within a property shall be developed as a cohesive entity, ensuring that building placement, architectural treatment, vehicular and pedestrian circulation, and other development elements work together functionally and aesthetically. Architectural treatment shall be designed so that all building facades of the same building (whether front, side, or rear) that are visible from the public right-of-way, shall consist of similar architectural treatment in terms of materials, quality, appearance, and detail.

B. Orientation

1. Building facades and entrances should be oriented in a manner toward the primary means of vehicular access.

C. Floor Area

1. The Floor Area Ratio (total building floor area/total lot area) shall not exceed 0.5 except when a Floor-Area Ratio (FAR) bonus for green roofs that cover more than 50% of the roof area are approved.
2. Buildings with green roofs are eligible for floor area bonuses, provided they meet the following minimum standards:
 - a. The site for which the floor area bonus is requested must be located in a commercial or industrial district.
 - b. To be eligible for floor area bonus, a green roof must cover more than 50% of the net roof area (i.e. the total gross area of the roof minus any roof area covered by mechanical equipment) or 2,000 square feet of contiguous roof area, whichever is greater.
 - c. Documentation must be submitted demonstrating that the roof can support the additional load of plants, soil, and retained water, and that an adequate soil depth will be provided for plants to thrive.
 - d. The roof area must contain sufficient space for future installations (e.g. mechanical equipment) that will prevent adverse impacts (e.g. removal of or damage to plants or reduction in area) of the green roof.

- e. Plant varieties, soil depths and soil content must comply with Town of Front Royal horticultural standards and guidelines.
- f. Vegetation must be maintained for the life of the building.
- g. Green roofs are subject to periodic inspection by the Department of Planning/Zoning to ensure that the amenity is properly maintained.
- h. Bonus Formula
 - 1. The floor area bonus for qualifying green roofs is calculated as follows:
Bonus FAR = (area of roof landscaping in excess of 50% of net roof area / lot area) X .30 X Base FAR.

D. Building Bulk and Mass

- 1. All buildings and parking areas should be designed with treatments to break up the mass and bulk and include at least two of the following design elements:
 - a. change in building height
 - b. building step-backs or recesses
 - c. fenestration
 - d. change in building material, pattern, texture, color; or
 - e. use of accent materials
- 2. The treatment of buildings shall include vertical architectural treatment at least every 50 feet to break down the scale of the building into smaller components.
- 3. Any facade with a blank wall must be screened in a manner approved by the Zoning Administrator to comply with applicable provisions of the Town of Front Royal's Code.
- 4. Architectural details shall continue on all facades visible from the public right-of-way.

E. Materials

- 1. Building materials should be typical of those prevalent in the Town of Front Royal, including stucco, brick, architectural block, wood siding, and standing seam metal roofs.
- 2. No facade visible from adjoining property or the public right-of-way shall be constructed of unadorned cinder block, corrugated metal, or sheet metal.
- 3. All equipment necessary for cooling, ventilating or otherwise operating the data center, to include emergency generators, for any data center constructed in the commercial and industrial districts should be located within an enclosed building.

F. Color

- 1. The permanent color of building materials (to be left unpainted) should primarily be earthen tones, along the corridor. Garish and striking colors should be avoided.

G. Adjoining historic properties

- 1. New construction on properties that adjoin designated historic properties should seek to incorporate the scale, massing, and treatment of the historic property into the new construction.

2. Efforts should be made to relate to the building height, when in proximity to the principal historic structure.
3. New construction should not overshadow the adjoining historic property.

This ordinance shall become effective upon passage.

APPROVED:

Chris W. Holloway Mayor

ATTEST:

Tina L. Presley, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia conducted _____ 2022, upon the following recorded vote:

Lori A. Cockrell	__ Yes __ No	Gary L. Gillispie	__ Yes __ No
Letasha T. Thompson	__ Yes __ No	Amber F. Morris	__ Yes __ No
Joseph E. McFadden	__ Yes __ No	Zachary Jackson	__ Yes __ No

A public hearing on the above was held on _____, 2022 having been advertised in the Northern Virginia Daily on _____.

Approved as to form and legality:

George Sonnett, Deputy Town Attorney

Date: ____/____/____



Council Agenda Statement

Item #07F

Meeting Date: June 27, 2022

Agenda Item: PUBLIC HEARING – An Ordinance Amendment to Town Code Chapter 158-6 for Adoption by Reference of the State Vehicular Laws

Summary: Pursuant to VA Code §46.2-1300(A), the governing body of a town may adopt ordinances governing the operation of vehicles in such town. This means that annually, the Town must readopt Section 158-6 of the Town Code, which allows the Town to incorporate all the changes to the State vehicular laws that have been recently adopted by the State. By incorporating the State vehicle code into the Town Code, alleged violations can be written using Town summons and warrants, with any resultant fines paid to the Town. Council is requested to approve an ordinance amendment to Town Code Chapter 158-6 pertaining to adoption by reference of the state vehicular laws, as presented.

Budget/Funding: N/A

Meetings: Work Session held May 9, 2022

Proposed Motion: I move that council approve an ordinance amendment to Town Code Chapter 158-6 pertaining to adoption by reference of the state vehicular laws, as presented.

Moved _____ *Seconded* _____

Cockrell _____ *Gillispie* _____ *Jackson* _____ *McFadden* _____ *Morris* _____ *Thompson* _____

**AN ORDINANCE TO AMEND FRONT ROYAL TOWN CODE CHAPTER 158-6
ADOPTION BY REFERENCE OF STATE VEHICULAR LAWS**

STATE STANDARDS

(Adopted 5-14-84)

158-6 ADOPTION BY REFERENCE OF STATE ~~MOTOR~~ VEHICULAR LAWS

Pursuant to the authority of Section 46.2-1313, Code of Virginia, 1950, as amended, all of the provisions and requirements of the laws of the State as of July 1, ~~2021~~ **2022**, contained in Title 46.2, Code of Virginia, 1950, as amended, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia, 1950, as amended, except those provisions and requirements the violation of which constitutes a felony and except those provisions and requirements which, by their very nature, can have no application to or within the Town, are adopted and incorporated by reference and made applicable within the Town. References to "highways of the state" contained in such provisions and requirements hereby adopted shall be deemed to refer to the highways and other public ways within the Town. Such provisions and requirements are hereby adopted, mutatis mutandis, and made part of this chapter as fully as those set forth at length herein; and it shall be unlawful for any person within the Town to violate or fail, neglect or refuse to comply with any provision of Title 46.2, Code of Virginia, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia, which is adopted by this section, provided that in no event shall the penalty imposed for the violation of any provision or requirement adopted exceed the penalty imposed for a similar offense under Title 46.2, Code of Virginia, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia.

This ordinance shall become effective July 1, 2022.

APPROVED:

Chris W. Holloway, Mayor

ATTEST:

Tina L. Presley, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia conducted _____ 2022, upon the following recorded vote:

Lori A. Cockrell	☐ Yes ☐ No	Gary L. Gillispie	☐ Yes ☐ No
Letasha T. Thompson	☐ Yes ☐ No	Amber F. Morris	☐ Yes ☐ No
Joseph E. McFadden	☐ Yes ☐ No	Zachary Jackson	☐ Yes ☐ No

A public hearing on the above was held on _____ having been advertised in the Northern Virginia Daily on June 11 and June 18, 2022.

Approved as to form and legality:

George Sonnett, Deputy Town Attorney

Date: ____/____/____



Council Consent Agenda Statement

Item # 10A

Meeting Date: June 27, 2022

Agenda Item: Bid for Various Grades of Stone for FY23

Summary: Council is requested to approve a bid from Hanson Aggregates for fixed pricing on various types of stone for streets and water/sewer maintenance for FY23 in the amount of \$101,689.00. A bid opening was held on May 18, 2022 and received one response.

Budget/Funding: The Public Works Department has budgeted an expense of \$158,000 which also includes repairs and replacement of signs and curb painting throughout the year.

Meetings: Work Session held June 13, 2022

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 bid from Hanson Aggregates for fixed pricing on various types of stone for streets and water/sewer maintenance for FY23 in the amount of \$101,689.00.

Moved _____ Seconded _____

Cockrell _____ Gillispie _____ Jackson _____ McFadden _____ Morris _____ Thompson _____

Memo



Town of Front Royal Public Works

TO: BJ Wilson, Director of Finance
FROM: Steve Scheulen, Infrastructure Manager
CC: Robert Boyer, Director Public Works
DATE: May 23, 2022
RE: Stone Bid fixed pricing

Public Works has reviewed and approved bid results for stone aggregate material pricing needed for maintenance work. Staff requests to move forward with award to Hanson Aggregates, LLC.

Steve Scheulen, Infrastructure Manager

A handwritten signature in blue ink, appearing to read "Steve Scheulen", is written over a horizontal line.

Robert Boyer

A handwritten signature in black ink, appearing to read "Robert Boyer", is written over a horizontal line.

BID FORM

STONE TOWN OF FRONT ROYAL, VIRGINIA

Bids due in writing prior to 2:00 P.M., local prevailing time, MAY 18, 2022

The Bidder proposes and agrees, if this quote is accepted within 60 days after the quote opening date, to furnish any and all the items upon which prices are quoted, at the price set opposite each item, delivered at the point(s) specified and as scheduled. The Bidder is required to note any and all exceptions to the quote requirements on the **QUOTE FORM** or by an attachment to the **QUOTE FORM**. The Town reserves the right to increase or decrease the quantities purchased at the unit prices quoted.

The undersigned hereby declares that he has informed himself fully of all conditions of this solicitations, including the specifications of the product(s) to be provided, drawings (if any), all Addenda, and all conditions relative to the any work to be performed.

Receipt of Addenda listed below is acknowledged and the quote incorporates all requirements of these Addenda:

No. _____ Date _____
No. _____ Date _____

No. _____ Date _____
No. _____ Date _____

The Town is requesting quotations on the items listed below. The price to be calculated per ton, hauled by Town trucks. To calculate the lowest bid received, we will add a \$5.50 per ton haul rate to the unit price of stone to pick up material from locations with a distance greater than 3 miles from the Town of Front Royal limits.

MATERIALS: ESTIMATED QUANTITIES OF STATE-APPROVED STONE

QTY	UNIT OF MEASURE	STONE DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1000	TON	#26 CRUSHER RUN	\$ 13.80	\$ 13,800.00
5000	TON	#21B	\$ 14.25	\$ 71,250.00
600	TON	#57	\$ 15.82	\$ 9,492.00
	TON	CBR-30	—	
	TON	#21A PUGGED	\$ 14.45	
100	TON	OGB	\$ 17.77	\$ 1,777.00
100	TON	CLASS 1	\$ 27.50	\$ 2,750.00
50	TON	CLASS 1A	\$ 36.25	\$ 1,812.50
50	TON	#3	\$ 16.15	\$ 807.50
TOTAL EXTENDED AMOUNT:				\$ 101,689

A minimum of 30 days after receipt of an approved invoice by the Town shall be allowed for payment. Discounts for prompt payment **will not** be considered in the evaluation of quotes. However, any offered discount will become part of the award and will be taken if payment is made within the discount period offered in the quote. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of earning the discount, payment shall be considered to have been made on the date that appears on the payment check or the date on which an electronic funds transfer for the payment was made.

The Bidder certifies that he has not combined, conspired, or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated this quote for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the Town of Front Royal.

PLEASE INDICATE THE TYPE OF BUSINESS:

☐ Individual Trading in Own Name

☐ Partnership

☐ Individual Trading Under Trade Name
(Individual and Trade Name must be
listed below as "legal name")

☒ Corporation

CORPORATE SEAL:

FULL LEGAL NAME OF BIDDER HANSON Aggregates PA LLC, DOA Aggregates VA

FED ID NO. 24-0649400

Remittance Address (If different):

ADDRESS 2200 Springfield Pike
Connellsville PA 15425

PHONE: (540) 533-4258 FAX: () —
724-620-5598

DATE: 5-18-22

EMAIL ADDRESS: MARK.GEORGIANA@Lehighhanson.com

My signature certifies that this firm (or individual) has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Town of Front Royal, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to the Town of Front Royal, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the Town of Front Royal.

Quotes must be signed by someone having the authority to bind the individual or company.

EVA VENDOR ID

MGEORGIA2

SIGNATURE

Mark Georgiana

PRINTED/TYPED NAME

MARK GEORGIANA

TITLE

PLANT / SALES MANAGER

DATE

5-18-22

TELEPHONE (540) 533-4258



Council Consent Agenda Statement

Item # 10B

Meeting Date: June 27, 2022

Agenda Item: Bid for Various Grades of Asphalt for FY23

Summary: Council is requested to approve a contract for firm fixed pricing on various grades of asphalt for general street patching and surfacing of Town streets for FY23 from Stuart M Perry for the following various grades of asphalt per ton: base, \$77.00; intermediate, \$77.00; and finish, \$79.00.

Budget/Funding: 4500-45407 Highway Maintenance Repairs & Maintenance

The Department of Finance solicited an invitation for bid using E-VA, the Commonwealth of Virginia online procurement website, held a bid opening, and did not receive a response. The Department of Finance then contacted Stuart M Perry, the Town's previous vendor for asphalt to obtain the written quote that is requested to be approved by Town Council.

Meetings: Work Session held June 13, 2022

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

Proposed Motion: I move that Council approve a contract for firm fixed pricing on various grades of asphalt for general street patching and surfacing of Town streets for FY23 from Stuart M Perry for the following various grades of asphalt per ton: base, \$77.00; intermediate, \$77.00; and finish, \$79.00.

Moved _____ Seconded _____

Cockrell _____ Gillispie _____ Jackson _____ McFadden _____ Morris _____ Thompson _____

Memo



Town of Front Royal Public Works

TO: BJ Wilson, Director of Finance
FROM: Steve Scheulen, Infrastructure Manager
CC: Robert Boyer, Director Public Works
DATE: May 23, 2022
RE: Asphalt Bid fixed pricing

Public Works has reviewed and approved bid results for asphalt material pricing needed for maintenance work. Staff requests to move forward with award to Stuart M. Perry, Inc.

Steve Scheulen, Infrastructure Manager

Steve Scheulen

Robert Boyer

Robert B. Boyer



INVITATION FOR BIDS

Town of Front Royal, Virginia

Purchasing Department

Date: APRIL 29, 2022

Title: Asphalt

Due prior to 2:00 P.M. Local Prevailing Time, MAY 17, 2022

The Town of Front Royal, Virginia, is soliciting written quotes for firm pricing for various grades of standard "patch" asphalt material for use on secondary streets and collector/local streets not requiring VDOT grade material hauled by Town of Front Royal for a one-year period: July 1, 2022, through June 30, 2023. The successful Bidder warrants that all goods provided shall conform with all applicable Federal, State, and local laws and regulations. All material and/or equipment furnished shall be new, unused and shall be the same as the manufacturer's current production model unless specified otherwise by the Town. Any questions concerning this Request should be directed to B.J. Wilson at (540) 635-7799 or by email to bwilson@frontroyalva.com.

To be considered, your quote must be submitted on a copy of the **BID FORM**, signed by a representative authorized to bind the Bidder in the matter, dated and must be received at the Town of Front Royal Purchasing Department, P. O. Box 1560, Front Royal, VA 22630, **prior to the date and time stated above.**

Changes to the requirements in this solicitation shall be made only by written addendum.

This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.

SUBMISSION

BY MAIL TO: **OR** **BY HAND DELIVERY**
EXPRESS DELIVERY TO:

Town of Front Royal
Purchasing Department
PO Box 1560
Front Royal, VA22630

Town of Front Royal
Purchasing Department
102 E Main Street
Front Royal, VA 22630

Quotes must be submitted prior to the time and date indicated in this Request:

1.0 DELIVERY

- 1.1 The quoted price shall be F.O.B. destination, and shall include all freight costs, including inside delivery to the Town of Front Royal Public Works Department 800 Crosby Rd. Front Royal, VA.

- 1.2 Delivery is preferred within 30 days after order is placed. Bidders shall specify delivery if so, requested on the QUOTE FORM.

2.0 SPECIFICATIONS

- 2.1 The specifications are included on QUOTE FORM.
- 2.2 Bidder is required to note any and all exceptions to the quote requirements on the QUOTE FORM or by an attachment to the QUOTE FORM.

3.0 AWARD METHOD

- 3.1 Should this solicitation contain a provision to award by "Lot", and no bidder quotes on all items in a Lot, the Town may award the items in that Lot by individual item.
- 3.2 Should this solicitation contain a provision to award by "Lump Sum", and no bidder quotes on all items, the Town may award by individual item.

GENERAL TERMS AND CONDITIONS

AWARD OF CONTRACT OR CONTRACTS

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Town reserves the right to make multiple awards as a result of this solicitation. The Town may cancel this Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Town determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

TERM OF CONTRACT

This Contract shall be in effect beginning with the date of the final signature on the contract and continuing (if not otherwise terminated pursuant to the terms of this agreement) upon satisfactory completion of the statement of needs.

AUDIT

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

ETHICS IN PUBLIC CONTRACTING

By submitting their proposal, all Offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or sub-contractor in connection with their proposal, and that they have not conferred with any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

LICENSES AND PERMITS

The Offeror agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity requested within this RFP; that it will procure all additional licenses, permits, or like permission required by law during the term of the Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of the Contract.

INDEPENDENT CONTRACTOR

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

SERVICES RENDERED

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

TAXES

The Independent Contractor shall pay all County, Town, State and Federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between the Town of Front Royal and the Independent Contractor, as the taxes shall be solely an obligation of the Independent Contractor and not the Town, and the Town shall be held harmless for same by the Independent Contractor. The Town of Front Royal is exempt from State Sales Tax and Federal Excise Tax. A Tax Exemption Certificate indicating the Town's exempt status will be furnished by the Town of Front Royal upon request.

BUSINESS LICENSE REQUIREMENT

If a business is in the Town of Front Royal, it is unlawful to conduct or engage in that business without obtaining a business license.

COMPLIANCE WITH FEDERAL IMMIGRATION

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

COMPLIANCE WITH STATE LAW

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

TERMINATION FOR CAUSE

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

TERMINATION FOR CONVENIENCE

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

NOTICE

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

INSURANCE

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

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

Automobile Liability, *naming the Town as Additional Insured*

Worker's Compensation

AMOUNT OF INSURANCE REQUIRED

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

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

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

INDEMNIFICATION

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

ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the Independent Contractor in whole or in part without the written consent of the Town.

ENTIRE CONTRACT

The Contract constitutes the entire agreement between the parties pertaining to the subject matter of the Contract and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of the Contract shall be effective unless made in writing and signed by both parties.

STANDARD OF CARE

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

ENFORCEMENT

The Contract shall be governed by the laws of the State of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of the Contract shall be filed in the courts of Warren County, Virginia.

ANTI-DISCRIMINATION

By submitting their proposal, offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization,

the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon such subcontractor or vendor.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS

By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFP

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

CLARIFICATION OF TERMS

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PRECEDENCE OF TERMS

The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF OFFERORS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

DRUG-FREE WORKPLACE

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

NONDISCRIMINATION OF CONTRACTORS

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs

ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS

The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

BID PRICE CURRENCY

Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

BID FORM

IFB: ASPHALT TOWN OF FRONT ROYAL, VIRGINIA

Quotes due in writing prior to 2:00 P.M., local prevailing time, MAY 17th, 2022.

The Bidder proposes and agrees, if this quote is accepted within 60 days after the quote opening date, to furnish any and all the items upon which prices are quoted, at the price set opposite each item, delivered at the point(s) specified and as scheduled. The Bidder is required to note any and all exceptions to the quote requirements on the **QUOTE FORM** or by an attachment to the **QUOTE FORM**. The Town reserves the right to increase or decrease the quantities purchased at the unit prices quoted.

The undersigned hereby declares that he has informed himself fully of all conditions of this solicitations, including the specifications of the product(s) to be provided, drawings (if any), all Addenda, and all conditions relative to the any work to be performed.

Receipt of Addenda listed below is acknowledged and the quote incorporates all requirements of these Addenda:

No. _____ Date _____
No. _____ Date _____

No. _____ Date _____
No. _____ Date _____

Please note: an overhead cost of \$37.78 per hour will be added to quotations received from vendors beyond Town of Front Royal corporate limits. This cost will be determined by the round-trip mileage and time as designated by the MapQuest website for a Town truck to transport asphalt from the vendor's location. Vendor is requested to include the physical address of the plant for this determination."

"The standard "patch" material may be made up without non-polished stone as an aggregate, but otherwise the asphalt-aggregate mix and testing shall follow the guidelines of Virginia Department of Transportation specifications, the American Association of State Highway and Transportation specifications, The American Association of State Highway and Transportation officials (AASHTO), or the Asphalt Institute.

The Town will haul, or contact to haul, the material to be used to the job site as needed. The Town shall maintain the right to reject any batch of asphalt that it feels is not properly mixed or mixed with inadequate or substandard materials.

	PRICE PER TON
PER TON BASE ASPHALT, TYPE BM-25.0, STANDARD MATERIAL	\$ 77. ⁰⁰
PER TON INTERMEDIATE ASPHALT, TYPE IM-19.0A, STANDARD MATERIAL	\$ 77. ⁰⁰
PER TON FINISH ASPHALT, TYPE SM-9.5A, STANDARD MATERIAL	\$ 79. ⁰⁰

A minimum of 30 days after receipt of an approved invoice by the Town shall be allowed for payment. Discounts for prompt payment **will not** be considered in the evaluation of quotes. However, any offered discount will become part of the award and will be taken if payment is made within the discount period offered in the quote. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of earning the discount, payment shall be considered to have been made on the date that appears on the payment check or the date on which an electronic funds transfer for the payment was made.

The Bidder certifies that he has not combined, conspired, or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated this quote for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the Town of Front Royal.

PLEASE INDICATE THE TYPE OF BUSINESS:

☐ Individual Trading in Own Name

☐ Partnership

☐ Individual Trading Under Trade Name
(Individual and Trade Name must be listed below as "legal name")

☒ Corporation

CORPORATE SEAL:

FULL LEGAL NAME OF BIDDER

STUART M. PENNY INCORPORATED

FED ID NO.

54-0541865

ADDRESS

117 LIMESTONE LANE

WINCHESTER VA 22602

Remittance Address (If different):

PHONE:

(540) 662-3431

FAX:

(540) 722-9884

DATE:

5/17/22

EMAIL ADDRESS:

My signature certifies that this firm (or individual) has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Town of Front Royal, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to the Town of Front Royal, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the Town of Front Royal.

Quotes must be signed by someone having the authority to bind the individual or company.

EVA VENDOR ID

EVA - 80997

SIGNATURE

[Signature]

PRINTED/TYPED NAME

STEVEN C. MINOR

TITLE

SECRETARY

DATE

5/17/22

TELEPHONE

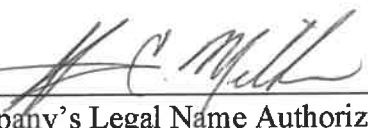
(540) 662-3431

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED

In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed quotation.

LEGAL NAME & ADDRESS OF FIRM:

STUART M. PERRY INCORPORATED
117 LIMESTONE LANE
WINCHESTER VA 22602

By: 

Company's Legal Name Authorized Representative - Signature in Ink

Printed Name: STEVEN C MILLER

Title: SECRETARY

Date: 5/17/22

Phone: (540) 662-3431

Email: smiller@stuartmiller.com

Fax: (540) 722-9884

In compliance with this RFP, and subject to all the conditions thereof, the signatory offers, if this bid is accepted within thirty (30) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The above signature certifies the bidder has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named above.

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. **Qualification:** The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. **Vendor's Primary Contact:**
Name: Steven C. Mueser Phone: (540) 662-7431
3. **Years in Business:** Indicate the length of time you have been in business providing this type of good or service:
90 Years Months
4. Indicate below a listing of three (3) references for like jobs the Offeror has performed for a municipal government in Virginia immediately preceding this bid, including a contact person, address, and phone number.

- A. Local Government:
List of Services Provided with dates:

City of Winchester
15 N Cannon St 22601

Contact (Name/Title): Justin H. Hsu
Contact Email:
Phone: (540) 974-3488

- B. Local Government:
List of Services Provided with dates:

Town of Fincastle
130 E Main St

Contact (Name/Title): Jason D. Danner
Contact Email: (540) 338-7421
Phone:

- C. Local Government:
List of Services Provided with dates:

Town of Berryville
101 Chambers Ct 22611

Contact (Name/Title): Rick Boone
Contact Email:
Phone: (540) 955-1099

I certify the accuracy of this information.

Signed: [Signature] Title: Secretary Date: 5/17/22

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED

PLEASE NOTE: State Corporation Commission (SCC) registration requirements effective July 1, 2010 require that your proposal include the identification number issued by the State Corporation Commission as proof of registration **or** justification for non-registration, per the requirements in Sections 6.31 and 9.21. Please complete this Proof of Authority to Transact Business in Virginia form and submit it with your proposal. Failure to provide this information or providing inaccurate or purged information shall result in your proposal being rejected.

State Corporation Commission Form

Virginia State Corporation Commission (SCC) Registration Information Pursuant to VPPA §2.2-4311.2, the bidder must include the following information: ☐ is a corporation or other business entity with the following SCC identification number:

-OR- 00631457

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

-OR-

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757, § 13.1-1351 or § 50-73.53 or other applicable provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel of offeror to this form.

☐ **NOTE:** Check this circle if you have not completed any of the foregoing options but currently have pending before the SCC and application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. (The Town of Front Royal reserves the right to determine in its sole discretion whether to allow such waiver).

I certify the accuracy of this information.

Signed: [Signature] Title: Secretary Date: 5/17/22

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered in to any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID ARE TRUE AND CORRECT.

Dated this 17 day of MAY, 2022.

Stewart M. Penny Incorporated
(Name of Organization)

Secretary
(Title of Person Signing)

[Signature]
(Signature)

ACKNOWLEDGEMENT

STATE OF VIRGINIA

COUNTY OF FREDERICK

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 17th day of MAY, 2022.

Birdie E. Cantrell
Notary Public Signature

My Commission Expires: 11-30-23 (SEAL)

BIRDIE E. CANTRELL
NOTARY PUBLIC
REG. #138725
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES NOVEMBER 30, 2023

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED

CONFLICT OF INTEREST: The undersigned certifies and warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest, which is defined as a situation in which the nature or work under the contract and the offeror's organizational, financial, contractual or other interest are such that award of the contract may result in the offeror receiving an unfair competitive advantage, or the offeror's objectivity in performing the contract work may be impaired. The offeror agrees that if after being awarded it discovers an organizational conflict of interest with respect to the being awarded, it shall make an immediate and full disclosure in writing to the Town of Front Royal which shall include a description of the action which the offeror has taken or intends to take to eliminate or neutralize the conflict. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS PROPOSAL (I.E. PROJECT MANAGER).

Dated this 17 day of May, 2022.

Smart M. Perry Incorporated
(Name of Organization)

Secretary
(Title of Person Signing)

[Signature]
(Signature)

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, 2022.

Notary Public Signature

My Commission Expires:





Council Consent Agenda Statement

Item # 10C

Meeting Date: June 27, 2022

Agenda Item: FY22 Budget Amendment to Accept Monies from Various Sponsors for Gazebo Movies

Summary: Council is requested to approve a FY222 budget amendment to receive the amount of \$1,215.00 from various sponsors for movies shown at the gazebo.

Budget/Funding:	1000-3410209	General Fund Revenue – Reimbursements	\$1,215.00
	8110-45447	Tourism Special Events – Special Events	\$1,215.00

Meetings: Work Session held June 13, 2022

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 to receive the amount of \$1,215.00 from various sponsors for movies shown at the gazebo.

Moved _____ *Seconded* _____

Cockrell _____ *Gillispie* _____ *Jackson* _____ *McFadden* _____ *Morris* _____ *Thompson* _____



Council Consent Agenda Statement

Item # 10D

Meeting Date: June 27, 2022

Agenda Item: Professional Electrical Engineering Services

Summary: Council is requested to award a contract for Professional Electrical Engineering for the Town's Department of Energy Services to Southeastern Consulting Engineers Inc for a period of one year with the option to renew for 4 (four) additional one-year periods.

Funds have been included in the FY23 adopted budget for the Department of Energy Services will be provided on an as needed basis.

Budget/Funding: 9401-43002 Dept of Energy Services Professional Services

Funds have been included in the FY23 adopted budget for the Department of Energy Services will be provided on an as needed basis.

Meetings: Work Session held June 13, 2022

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

Proposed Motion: I move for Council approve a contract for Professional Electrical Engineering Services for the Town's Department of Energy Services to Southeastern Consulting Engineers Inc for a period of one year with the option to renew for 4 (four) additional one-year periods.

Moved _____ Seconded _____

Cockrell _____ Gillispie _____ Jackson _____ McFadden _____ Morris _____ Thompson _____



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: June 7, 2022
To: Tina Presley, Senior Executive Assistant
From: B.J. Wilson, Director of Finance
RE: Request to add action item to Town Council Agenda

Purchasing received a request from the Department of Energy Services to solicit proposals for Electrical Engineering Services. The method of procurement was sealed competitive negotiation.

In accordance with the Virginia Public Procurement Act, an evaluation team met with three firms. Negotiations began with the firm ranked first and second, a price considered fair and reasonable and pursuant to the contractual terms and conditions acceptable to the Town is offered for Council review.

Town Council is requested to review and issue the award to South Eastern Consulting Engineers Inc for Electrical Engineering Services on an as needed basis for an initial contract period of one year with the option to renew for 4 (four) additional one year periods.

Please find attached to this memo, a consensus letter signed by members of the evaluation team as a consent item to Council's June 27th, 2022 Regular Town Council Meeting.

Funding has been budgeted for and is available in the FY23 budget.

Purchasing, Department of Finance
102 E Main Street
Front Royal, VA 22630
Website: www.frontroyalva.com
Phone 540-635-7799



Town of Front Royal, Virginia

Purchasing, Department of Finance

June 7, 2022

RE: RFP#10-2022 PROFESSIONAL ELECTRICAL ENGINEERING SERVICES

The evaluation committee for the Electrical Engineering Services Request for Proposals has reached a consensus after proposals were scored and the committee was able to meet with one or more offerors. After elaborating on qualifications, performance data, and staff experience, the evaluation committee would like to request Town Council to award contract to Southeastern Consulting Engineers Inc for a period of one year and may be renewable for four (4) additional one-year terms at the option of the Town to provide Professional Electrical Engineering Services

A handwritten signature in cursive script, reading "Mary Ellen Lynn", written over a horizontal line.

Mary Ellen Lynn – Interim Director of Energy Service

A handwritten signature in cursive script, reading "Travis Petty", written over a horizontal line.

Travis Petty – Operations Manager

A handwritten signature in cursive script, reading "Alan Bell", written over a horizontal line.

Alan Bell – Line Crew Supervisor



Southeastern Consulting Engineers, Inc.

Schedule of Rates for Engineering Services

Effective July Billing 2021

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
M. C. Dougherty, P.E.	Principal Design Engineer	\$198.00
A. J. Molnar, P.E.	Principal Design Engineer	188.00
J. L. Ford, Jr., P.E.	Senior Design Engineer	161.00
J. R. Furr, P.E.	Senior Design Engineer	157.00
D. A. Nichols, P.E.	Senior Design Engineer	137.00
K.J. Smorgala, P.E.	Design Engineer	122.00
S. Phillips	Associate Engineer	102.00
K. Anderson	Associate Engineer	93.00
	Co-op Engineer	68.00
K. Cassell	CAD Technician	85.00
L. R. Cloud	Contracts Administrator	84.00
A. Howard	Accountant	81.00

NOTES:

1. An amount equal to 5% of the billed hourly charges will be billed for in house office expenses incurred in the performance of project related services.
2. Transportation, subsistence, lodging, printing, and associated expenses will be added at cost. Mileage will be billed at the current standard IRS rate.
3. Charges for specialized consultants and equipment will be billed at cost.
4. The preceding schedule of rates is subject to annual review and adjustment.
5. Invoices are billed monthly. Terms of payment is net 10 days.



Council Consent Agenda Statement

Item # 10E

Meeting Date: June 27, 2022

Agenda Item: Professional Environmental Engineering Services

Summary: Council is requested to award contracts for Environmental Engineering for the Town's Department of Public Works to CHA Consulting Inc & Potesta & Associates Inc for a period of one year with the option to renew for 4 (four) additional one-year periods.

Budget/Funding: 43002 Professional Services

Funds have been included in the FY23 adopted budget for multiple departments and services will be provided on an as needed basis.

Meetings: Work Session held June 13, 2022

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 contracts for Professional Environmental Engineering for the Town's Department of Public Works to CHA Consulting Inc & Potesta & Associates Inc for a period of one year with the option to renew for 4 (four) additional one-year periods.

Moved _____ Seconded _____

Cockrell _____ Gillispie _____ Jackson _____ McFadden _____ Morris _____ Thompson _____



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: June 7, 2022
To: Tina Presley, Senior Executive Assistant
From: B.J. Wilson, Director of Finance
RE: Request to add action item to Town Council Agenda

Purchasing received a request from the Department of Public Works to solicit proposals for Environmental Engineering Services. The method of procurement was sealed competitive negotiation.

In accordance with the Virginia Public Procurement Act, an evaluation team met with three firms. Negotiations began with the firm ranked first and second, a price considered fair and reasonable and pursuant to the contractual terms and conditions acceptable to the Town is offered for Council review.

Town Council is requested to review and issue the awards to C.H.A. Consulting Inc and to Potesta & Associates Inc. for Environmental Engineering Services on an as needed basis for an initial contract period of one year with the option to renew for 4 (four) additional one year periods.

Please find attached to this memo, a consensus letter signed by members of the evaluation team as a consent item to Council's June 27th, 2022 Regular Town Council Meeting.

Funding has been budgeted for and is available in the FY23 budget.

Purchasing, Department of Finance
102 E Main Street
Front Royal, VA 22630
Website: www.frontroyalva.com
Phone 540-635-7799



Town of Front Royal, Virginia

Purchasing, Department of Finance

June 7, 2022

RE: RFP#05-2022 PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES

The evaluation committee for the Environmental Engineering Services Request for Proposals has reached a consensus after proposals were scored and the committee was able to meet with one or more offerors. After elaborating on qualifications, performance data, and staff experience, the evaluation committee would like to request Town Council to award contracts to CHA Consulting Inc. and Potesta & Associates Inc. for a period of one year and may be renewable for four (4) additional one-year terms at the option of the Town to provide Professional Environmental Engineering Services

Kathleen Leidich, Assistant Town Manager

Robbie Boyer, Director of Public Works

Mike Kisner, Manager of WTP

Robbie Hodges, Manager of WWTP

Lauren Kopishke, Director of Planning

Matthew McDunn, Assistant Manager WTP

Attachment A

Hourly Rates	
Title	Rate
Senior Project Manager	\$160-\$220
Senior Environmental Engineer	\$130-\$190
Electrical Engineer	\$130-\$180
Project Manager	\$130-\$170
Structural Engineer	\$110-\$180
Senior Scientist	\$105-\$135
Transportation Planner II	\$95-\$125
Landscape Architect	\$80-\$120
Transportation Planner I	\$80-\$120
Project Engineer	\$80-\$125
Project Scientist	\$75-\$120
Environmental Engineer	\$75-\$115
Civil Engineer	\$70-\$115
Landscape Designer	\$70-\$100
Resident Project Representative	\$70-\$100
CADD Manager	\$85-\$110
Geologist	\$75-\$100
Scientist	\$55-\$80
Field Technician	\$50-\$88
CADD Operator	\$50-\$85
Administrative Assistant	\$45-\$70

Reimbursables

Mileage	IRS rate in effect
Reproduction	Cost + 10%
Travel	Cost + 10%
Prints/Plans/Photos	Cost + 10%
Postage	Cost + 10%
Subcontract Services	Cost + 10%

STATEMENT OF QUALIFICATIONS

PRICING SCHEDULE



2022 RATE SCHEDULE

Principal.....	\$280/hour
Chief Engineer/Scientist	\$120 - \$235/hour
Senior Engineer/Scientist	\$75 - \$200/hour
Staff Engineer/Scientist	\$50 - \$130/hour
Engineer/Scientist.....	\$45 - \$95/hour
Professional Surveyor.....	\$70 - \$135/hour
Senior Technician	\$45 - \$95/hour
Technician	\$30 - \$65/hour
Two-Man Survey Crew	\$120/hour
Three-Man Survey Crew.....	\$165/hour
Senior CADD Designer.....	\$60 - \$115/hour
CADD Designer	\$40 - \$90/hour
Clerical Support	\$40 - \$110/hour

(Any changes in hourly rates will be made on January 1 of each year.)

NOTE: Engineer/Scientist includes engineer, scientist, technical designers, engineering associates, planners, health and safety specialists, and information technologists.

POTESTA & ASSOCIATES, INC.
FIELD EQUIPMENT RENTAL RATE SHEET

Description	Rate		
	Per Unit	Day	Week ¹
1-Point Proctor Kit	N/A	\$20.00	\$75.00
12' Motorized Boat (includes fuel)	N/A	\$300.00	\$700.00
16' Motorized Boat (includes fuel)	N/A	\$500.00	\$2,000.00
2" Soak Ease Absorbent Tubes	\$11.00	N/A	N/A
22"x34" Internal Plots	\$0.75	N/A	N/A
24"x36" Ammonia Mylar	\$2.50	N/A	N/A
24"x36" Internal Plots	\$0.75	N/A	N/A
30"x42" Internal Plots	\$1.15	N/A	N/A
36"x48" Internal Plots	\$2.10	N/A	N/A
4" Soak Ease Absorbent Tubes	\$12.50	N/A	N/A
4-Gas Meter	N/A	\$75.00	\$250.00
Air Meter (Concrete)	N/A	\$25.00	N/A
Air Purifying Respirator with Cartridges	N/A	\$25.00	N/A
Air Velocity Meter	N/A	\$50.00	\$150.00
Asbestos Sampling Equipment	N/A	\$20.00	\$60.00
Automated Composite Sampler	N/A	\$95.00	\$350.00
Bladder Pump with Controller and Compressor	N/A	\$200.00	\$700.00
Bomb Water Sampler	N/A	\$25.00	\$75.00
Camcorder	N/A	\$50.00	\$200.00
Chlorine Meter	N/A	\$25.00	\$75.00
Company Vehicles - Car (includes fuel)	N/A	\$155.00	\$620.00
Company Vehicles - Truck/Van/SUV (includes fuel)	N/A	\$175.00	\$765.00
Company Vehicles - Truck/Van/SUV (includes fuel) with Trailer	N/A	\$205.00	\$1,025.00
Concrete Testing Equipment (slump, cone, temperature, wheelbarrow-excludes air meter)	N/A	\$25.00	N/A
Cone Penetrometer	N/A	\$75.00	N/A
CORMIX/CorHyd Software Utilization (per run)	\$300.00	N/A	N/A
Data Loggers (DO Study)	\$150.00	N/A	N/A
Depth and Velocity Flow Meter	N/A	\$80.00	N/A
DO Meter	N/A	\$25.00	\$75.00
DO Meter with Stirrer	N/A	\$50.00	\$100.00
Electro Fishing Equipment	N/A	\$100.00	\$350.00
Field Data Interface Unit (for Data Loggers)	N/A	\$50.00	N/A
Fish Rearing (per Tank)	N/A	\$5.00	N/A
Flow Cell for Water Quality Meter	N/A	\$20.00	\$50.00
Generator	N/A	\$30.00	\$120.00
Hach Hydrometer	N/A	\$85.00	N/A
Hand Auger	N/A	\$10.00	\$30.00
Handheld GPS	N/A	\$30.00	N/A
Inclinometer	N/A	\$500.00	N/A
Interface Probe	N/A	\$55.00	\$120.00
Internal Color Copies	\$1.00	N/A	N/A
Kemmerer Water Sampler	N/A	\$25.00	\$75.00

Description	Rate		
	Per Unit	Day	Week ¹
Laser Range Finder	N/A	\$20.00	N/A
Level Loggers	N/A	\$50.00	\$200.00
Level Loggers (Reader)	N/A	\$50.00	N/A
Lodging	N/A	\$90.00	N/A
Low-Flow DC Purge Pump with Controller	N/A	\$75.00	\$300.00
Manhole Penetration Camera	N/A	\$3.00	\$15.00
Manual Direct-Push Sampler	N/A	\$50.00	\$200.00
Microscopic Evaluation Laboratory Supplies	\$5.00	N/A	N/A
Nets/Aquatic Samplers/Miscellaneous Equipment	N/A	\$50.00	\$150.00
Nuclear Gauge	N/A	\$60.00	\$200.00
Opacity Kit	N/A	\$10.00	N/A
Other	Cost + 12%	Cost + 12%	N/A
Other Boat Rental	Cost + 12%	Cost + 12%	Cost + 12%
Oversize Bluelines	\$2.40	N/A	N/A
Ponar Sampler	N/A	\$25.00	\$75.00
Petroleum Soil Field Test Kit	\$35.00	N/A	N/A
PH/Temperature/Conductivity Meter	N/A	\$75.00	\$250.00
pH/Temperature/Conductivity Meter/DO/ORP Meter	N/A	\$125.00	\$500.00
PID/FID	N/A	\$100.00	\$400.00
Pressure Gauges	N/A	N/A	\$50.00
PVC Bailer (2")	N/A	\$5.00	N/A
PVC Bailer (3")	N/A	\$10.00	N/A
Sample Storage (Monthly)	\$30.00	N/A	N/A
Sludge Sampler	N/A	\$20.00	\$75.00
Small Row Boat	N/A	\$125.00	\$300.00
Soil Resistivity Meter	N/A	\$50.00	\$150.00
Speedy Moisture Gauge	N/A	\$25.00	N/A
State Change Logger	N/A	N/A	\$100.00
State Change Reader	N/A	\$50.00	N/A
Sub-Centimeter GPS Equipment	N/A	\$400.00	N/A
Sub-Meter GPS Unit	N/A	\$150.00	\$500.00
Surface Velocity Meter (SVR)	N/A	\$90.00	N/A
Survey Equipment (excludes GPS)	N/A	\$65.00	N/A
Temperature Loggers	N/A	\$10.00	\$35.00
Temperature Loggers (Reader)	N/A	\$50.00	N/A
Treatability Study Equipment	N/A	\$200.00	\$800.00
Turbidity Meter	N/A	\$25.00	\$75.00
Vehicle Mileage (if daily rates are not used)	IRS Rate + 12%	N/A	N/A
Water Level Indicator	N/A	\$35.00	\$75.00
Whale Pump System	N/A	\$35.00	\$100.00

(Any changes in rates will be made January 1 of each year.)

¹ Weekly rental rate implies calendar week.

POTESTA & ASSOCIATES, INC.
FIELD SUPPLY RATE SHEET

Description	Rate	
	Per Unit	Day
55-Gallon Steel Drum	\$75.00	N/A
Asbestos Sampling Supplies Forms, Field Notebooks, Nitrile Gloves, Plastic Bags, Etc.	N/A	\$20.00
Benthic Survey Supplies (Per Site Per Day) Forms, Containers, Ethyl Alcohol, Nitrile Gloves, Flagging, Distilled Water, Decon Supplies, Marking Utensils, Plastic Bags	\$35.00	N/A
Bentonite (50 lb. Bag)	\$15.00	N/A
Bladder Pump Sampling Supplies (Bladders, Grab Plates, Tubing) - Per Well	\$50.00	N/A
Discharge Sampling Supplies Forms, Field Notebooks, Nitrile Gloves, Ice, Distilled Water, Decon Supplies, Plastic Bags, Etc.	N/A	\$35.00
Disposable Bailers 3' (1.5" diameter)	\$8.00	N/A
Disposable Bailers 3' (0.75" diameter)	\$5.00	N/A
Disposable Bailers 7' (1.5" diameter)	\$12.50	N/A
Fish Survey Supplies (Per Site Per Day) Buckets, Waders, Bottles, Formalin, Ethyl Alcohol, Forms, Marking Utensils, Plastic Bags	\$35.00	N/A
Groundwater Sampling Supplies Forms, Field Notebooks, Nitrile Gloves, Ice, Distilled Water, Decon Supplies, Plastic Bags, Etc.	N/A	\$35.00
GW Filters	\$17.50	N/A
HGM Stream Assessment Supplies Tape, Clinometer, Densimeter, Diameter Tape, Flagging, Quadrat, Etc.	N/A	\$25.00
Soil Sampling Supplies Forms, Field Notebooks, Nitrile Gloves, Ice, Distilled Water, Decon Supplies, Plastic Bags, Etc.	N/A	\$35.00
Stream Sampling Supplies Forms, Field Notebooks, Nitrile Gloves, Ice, Distilled Water, Decon Supplies, Plastic Bags, Etc.	N/A	\$35.00
Stream Delineation Supplies Hip Chain, Clinometer, Flagging, Forms, Etc.	N/A	\$20.00
Survey Supplies Hubs, Stakes, Flagging, Iron Pins, Monuments, Marking Paint, Traffic Control	N/A	\$25.00
Wetland Delineation Supplies Flagging, Forms, Reference Materials, Plastic Bags, Etc.	N/A	\$20.00
Other	Cost + 12%	N/A

(Any changes in rates will be made January 1 of each year.)



Council Consent Agenda Statement

Item # 10F

Meeting Date: June 27, 2022

Agenda Item: Supervisory Control/Data Acquisition (SCADA) Change Order for the Water Plant

Summary: Council is requested to approve a change order to DR Control LLC's contract for the Water Treatment Plant's SCADA and telemetry upgrade in the amount of \$44,564.00. A contract in the amount of \$103,923 was awarded by Town Council to DR Control LLC for the upgrade during the January 24, 2022 regular meeting. Change orders exceeding 25% of the original contract value require approval by Town Council before the contract modification can occur, based upon the Code of Virginia.

This change order will upgrade connectivity at remote locations of the Town's water system such as Guard Hill Tank, Guard Hill Pump Station, Fairgrounds Tank, 4H Pump Station, 4H Tank, Route 55 Tank, and the Jamestown Pump Station. Some of these stations currently run on an outdated D.O.S. (Disk Operating System) software. Building a bridge between the outdated system and upgraded system is not recommended. This upgrade will also provide additional security to the offsite pump stations and storage tanks.

Budget/Funding: 9601-43002 Water Treatment Plant Professional Services \$44,564.00

Meetings: Work Session held June 13, 2022

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 change order to DR Control LLC's contract for the Water Treatment Plant's SCADA and telemetry upgrade in the amount of \$44,564.00.

Moved _____ **Seconded** _____

Cockrell _____ **Gillispie** _____ **Jackson** _____ **McFadden** _____ **Morris** _____ **Thompson** _____

DR Controls LLC
1511 Mill Race Drive
Salem, VA 24153
540-588-9214
drcontrolslc@gmail.com

DR Controls



Quality and Integrity

ADDRESS

Michael Kisner
Town of Front Royal
PO BOX 1560
Front Royal, VA 22630

Estimate 1657

DATE 05/12/2022

ACTIVITY

QTY

RATE

AMOUNT

PROJECT

Phase 1.5 Proposal

1

44,564.00

44,564.00

Proposal to go ahead and do part of the Phase 2 now. This would upgrade everything at the remote locations as well as provide new plant master PLC for Phase 2. A detailed scope letter is attached.

TOTAL

\$44,564.00

Accepted By

Accepted Date



Council Consent Agenda Statement

Item # 10G

Meeting Date: June 27, 2022

Agenda Item: FY21-22 Write Off for Bad Debt

Summary: Council is requested to approve the removal of 5 years or older of outstanding accounts receivable (bad debts) totaling \$46,705.80 (166 utility accounts) on the Town's ledger for the remainder of fiscal year 2021-2022. Staff has identified the accounts as bad debt and uncollectible based upon the Bad Debt Policy approved by Town Council in March 2019 and statute of limitations. All possible recourse of attempting to collect these amounts has been completed and the accounts have no activity for at least 5 years.

Based on the utilities billed & bad debt written off during FY2021, the Town of Front Royal Department of Finance collected approximately 99% of the amounts billed annually before accounts were deemed uncollectible and written off.

Budget/Funding:	0002-0401	Electric Allowance Uncollectible Utility Bills
	0003-0401	Sewer Allowance Uncollectible Utility Bills
	0004-0401	Water Allowance Uncollectible Utility Bills
	0005-0401	Solid Waste Allowance Uncollectible Utility Bills

Meetings: Work Session held June 13, 2022

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 removal of 5 years or older of outstanding accounts receivable (bad debts) totaling \$46,705.80 (166 utility accounts) on the Town's ledger for the remainder of fiscal year 2021-2022.

Moved _____ *Seconded* _____

Cockrell _____ *Gillispie* _____ *Jackson* _____ *McFadden* _____ *Morris* _____ *Thompson* _____

Write-Off Account June 2022

<u>Account</u>	<u>Balance</u>	<u>Service Address</u>	<u>Final Bill</u>
01-173000-13	\$ 492.09	49 E DUCK ST	3/24/2017
03-716000-13	\$ 292.76	12 W 5TH ST	12/30/2016
07-591041-13	\$ 28.43	5 SHENANDOAH COMMONS WAY #204	11/3/2016
10-176005-17	\$ 180.94	14 LAKE AVE TR#14	12/31/2010
03-587000-15	\$ 3,263.72	813 N ROYAL AVE	8/9/2016
10-507000-5	\$ 367.61	727 HAMILTON AVE	3/31/2017
05-481000-8	\$ 526.17	205-A E. MAIN ST.	10/24/2016
09-311000-3	\$ 353.41	220 MOSBY LN #1	4/28/2017
06-484000-23	\$ 71.04	115-B S SHENANDOAH AVE	7/1/2016
05-499170-6	\$ 40.95	317 E MAIN ST #309	5/25/2017
09-514110-9	\$ 260.43	527 SHORT ST	5/19/2017
05-221000-5	\$ 195.73	201 W 3RD ST,QUARTERS #10 18 ACADEMY DR	7/19/2016
02-253000-14	\$ 173.69	1340 BELMONT AVE	7/13/2016
04-545000-16	\$ 250.43	119 E 2ND ST	3/31/2017
03-726300-31	\$ 210.68	21-B W 6TH ST	11/15/2016
05-603000-19	\$ 171.78	19 S ROYAL AVE #7	5/25/2017
04-368000-12	\$ 431.00	29 CHESTER ST #4	3/24/2017
07-193000-9	\$ 90.94	401 E CRISER RD #102	11/11/2016
07-595000-2	\$ 171.86	136 RICHMOND RD	6/12/2017
03-483000-35	\$ 184.08	1400 MASSANUTTEN AVE #3	5/10/2017
01-564000-6	\$ 233.43	204 E 17TH ST	3/5/2017
08-120000-20	\$ 362.49	634 BEL AIR AVE	4/14/2017
03-686010-17	\$ 112.12	122-B N ROYAL AVE	12/29/2016
05-280000-7	\$ 178.73	604 W MAIN ST	3/13/2017
08-663200-14	\$ 311.81	24 E PROSPECT ST	6/27/2017
04-712000-19	\$ 240.04	713 WARREN AVE	9/9/2016
03-686002-3	\$ 19.14	122-C N ROYAL AVE	8/12/2016
05-174000-11	\$ 64.30	120 E MAIN ST	5/25/2017
05-663100-22	\$ 41.33	305 S ROYAL AVE	12/27/2016
05-523000-11	\$ 405.37	413-A E MAIN ST	7/21/2016
03-715000-18	\$ 1,948.37	16 W 5TH ST	12/9/2016
03-604000-9	\$ 62.23	116 E 8TH ST	8/18/2016
09-590000-3	\$ 273.99	189 PINECREST ST	5/15/2017
10-147016-4	\$ 590.66	322 REMOUNT RD	12/29/2016
02-593000-1	\$ 287.25	134 W 9TH ST	1/20/2017
06-566000-9	\$ 65.40	429 DUNCAN AVE	7/1/2016
04-668000-38	\$ 11.67	718 WARREN AVE #5	8/3/2016
03-669000-11	\$ 93.44	318 N ROYAL AVE #1	3/20/2017
07-591066-15	\$ 27.36	11 SHENANDOAH COMMONS WAY #302	1/27/2017
06-195000-2	\$ 151.46	311 LEE ST	5/19/2017
05-272000-7	\$ 259.22	611 VISCOSE AVE	5/15/2017
07-267028-14	\$ 108.73	411 E CRISER RD #101	1/31/2017
09-176000-5	\$ 337.48	305 E PROSPECT ST	7/20/2016
09-205050-21	\$ 518.48	34-B CLOUD ST	3/29/2017
05-651000-12	\$ 289.41	215 S ROYAL AVE #6	8/26/2016
09-143000A-5	\$ 35.27	234 SOUTH ST #3	2/10/2017
09-312000-4	\$ 431.12	220 MOSBY LN #2	4/26/2017
10-147015-4	\$ 501.03	322 REMOUNT RD	12/29/2016

Write-Off Account June 2022

07-591110-22	\$	112.49	19 SHENANDOAH COMMONS WAY #204	5/30/2017
10-615000-9	\$	605.18	1028 BRAXTON RD	2/10/2017
04-662000-5	\$	258.68	722 WARREN AVE	2/27/2017
08-667100-5	\$	115.60	222 S. ROYAL AVE. #1 DOWNSTAIRS	1/27/2017
04-761000-8	\$	315.42	624 KIBLER ST	7/27/2016
01-600100-5	\$	340.63	1406 BELMONT AVE	9/2/2016
10-275000-3	\$	315.59	605 STOCKTON RD	3/24/2017
07-267005-15	\$	187.21	407 E CRISER RD #104	5/24/2017
05-699000-13	\$	215.64	524 LILLARD DR	4/21/2017
10-147077-11	\$	193.96	61 ROYAL LN #2	3/6/2017
09-114000-24	\$	332.10	219 CLOUD ST #1	8/3/2016
09-181000-2	\$	274.05	405 E PROSPECT ST	7/18/2016
07-274000-9	\$	378.48	502 ACTON ST	5/11/2017
04-179000-4	\$	142.74	324 VIRGINIA AVE	10/24/2016
02-453000-23	\$	280.24	1095 N ROYAL AVE #19	2/17/2017
10-163030-5	\$	43.89	1443 JOHN MARSHALL HWY #3	1/4/2017
10-220002-22	\$	1,259.93	1408 JOHN MARSHALL HWY	3/24/2017
09-227000-11	\$	392.95	329 BLUE RIDGE AVE	8/2/2016
01-119000-11	\$	366.83	1360 FOREST HILL DR	3/15/2017
05-226000-7	\$	193.64	401 VISCOSE AVE	8/12/2016
08-667000-4	\$	162.71	222 S ROYAL AVE HOUSE METER	1/27/2017
08-117000-14	\$	213.37	640 BEL AIR AVE	12/29/2016
01-751010-21	\$	275.90	1416 N SHENANDOAH AVE #9	10/7/2016
06-267000-30	\$	303.57	327 SKYLINE PL	3/24/2017
06-717000-29	\$	1,636.59	124 W JACKSON ST #5	4/4/2017
09-530000-9	\$	284.20	9 S MARSHALL ST	4/5/2013
03-287000-17	\$	306.50	343 KENDRICK LN #5	9/16/2016
06-105925-5	\$	22.16	413-C SOUTH ST	11/23/2016
05-487300-9	\$	423.18	223 E MAIN ST #2	8/26/2016
05-568000-21	\$	221.89	529 E MAIN ST #12	6/12/2015
02-585000-5	\$	155.94	122 W 9TH ST	8/26/2016
03-349000-42	\$	48.58	617 W 11TH ST	12/16/2016
04-218000-16	\$	143.29	204 VIRGINIA AVE #304	1/27/2017
03-284000-30	\$	60.71	343 KENDRICK LN #10	7/4/2016
10-147039-16	\$	112.54	35 ROYAL LN #4	10/24/2014
04-136000-15	\$	203.98	502 VIRGINIA AVE #11	6/27/2017
05-487410-12	\$	164.32	11 CLOUD ST #4	8/4/2016
06-637000-14	\$	43.19	383 CHERRYDALE AVE	7/1/2016
08-341100-14	\$	364.94	844 SHENANDOAH SHORES RD	7/4/2016
04-201000-13	\$	210.08	210 VIRGINIA AVE #6	8/26/2016
08-321100-12	\$	33.32	892 CANNON ST (DOWNSTAIRS)	5/19/2017
03-481000-31	\$	369.69	1400 MASSANUTTEN AVE #1	5/26/2017
02-445000-18	\$	91.33	1099 N ROYAL AVE #2	3/24/2017
06-114000-3	\$	351.88	437 SOUTH ST	3/28/2017
08-660017-13	\$	193.33	17 E PROSPECT ST	11/4/2016
08-667200-10	\$	110.46	222 S. ROYAL AVE. #2 UPSTAIRS	1/27/2017
02-167000-2	\$	306.62	312 W 12TH ST	9/23/2016
06-625315-14	\$	697.33	343 CHERRYDALE AVE #3	8/4/2016
08-615100-23	\$	216.19	115 STEELE AVE	7/1/2016

Write-Off Account June 2022

09-291000-30	\$	299.95	214 BLUE RIDGE AVE #9	1/27/2017
05-653000-14	\$	20.58	215 S ROYAL AVE #8	8/17/2016
08-663200-12	\$	176.59	24 E PROSPECT ST	7/1/2016
08-703000-34	\$	210.19	116-C S ROYAL AVE	12/2/2016
06-501000-26	\$	122.14	211-C S SHENANDOAH AVE	7/1/2016
02-425000-14	\$	221.10	1116 N ROYAL AVE	12/27/2016
07-600200-18	\$	197.64	100 RICHMOND RD	6/27/2017
05-261000-15	\$	281.98	518 VISCOSE AVE #4	9/2/2016
07-695000-5	\$	241.71	739 BASS AVE	7/18/2016
08-120000-18	\$	102.66	634 BEL AIR AVE	7/1/2016
06-715000-18	\$	161.07	124 W JACKSON ST #3	5/30/2017
01-751011-25	\$	48.50	1416 N SHENANDOAH AVE #10	4/21/2017
06-567000-13	\$	128.05	427 DUNCAN AVE	6/26/2015
09-671000-5	\$	448.99	326 JAMESTOWN RD	12/27/2016
10-284000-1	\$	40.70	121 MANASSAS AVE	2/10/2017
05-602000-20	\$	138.59	19 S ROYAL AVE #6	7/1/2016
06-717000-28	\$	182.09	124 W JACKSON ST #5	12/21/2016
10-147065-16	\$	83.71	47 ROYAL LN #3	7/21/2016
03-714000-15	\$	703.15	427 VIRGINIA AVE	3/10/2017
05-499170-4	\$	44.52	317 E MAIN ST #309	7/19/2016
04-513000-17	\$	240.64	119 WATER ST	2/24/2017
06-697315-16	\$	313.62	445 OVERLOOK DR	11/4/2016
04-665000-31	\$	40.48	718 WARREN AVE #2	12/21/2016
05-135000-11	\$	208.67	220-A E MAIN ST	9/23/2016
03-364000-20	\$	77.96	1208 MASSANUTTEN AVE	6/13/2017
09-116000-22	\$	231.47	219 CLOUD ST #3	2/3/2017
07-515002-9	\$	187.77	809 REMOUNT RD	3/7/2014
06-216000-3	\$	704.30	225 ORCHARD ST	2/17/2017
10-147113-25	\$	132.70	79 ROYAL LN #5	7/1/2016
06-625379-2	\$	605.03	365 CHERRYDALE AVE	9/30/2016
07-655300-14	\$	98.69	840-B JOHN MARSHALL HWY	1/20/2017
04-622000-10	\$	565.13	412 WARREN AVE	8/1/2016
08-824000-6	\$	58.15	206 SOUTH ST #2	1/5/2017
03-686010-16	\$	475.55	122-B N ROYAL AVE	7/18/2016
09-104000-3	\$	201.74	37 CLOUD ST	10/14/2016
01-337000-17	\$	490.92	335 W DUCK ST	3/20/2017
07-556300-2	\$	622.36	1154 ELM ST	1/3/2017
03-670000-8	\$	37.58	318 N ROYAL AVE #2	5/9/2017
04-218000-14	\$	339.42	204 VIRGINIA AVE #304	7/8/2016
01-330006-12	\$	548.17	1424 RIVER CT	8/5/2016
09-152000-23	\$	125.78	242 SHORT ST	11/3/2016
02-165000-13	\$	335.75	1122 N SHENANDOAH AVE #8	5/15/2017
03-495000-10	\$	18.96	1308-B MADISON AVE	6/27/2017
03-699000-15	\$	76.67	229 VIRGINIA AVE	7/12/2013
10-406000-6	\$	456.50	220 WASHINGTON AVE	12/21/2016
07-591206-21	\$	27.77	17 SHENANDOAH COMMONS WAY #304	10/21/2016
06-347100-3	\$	228.37	324 S SHENANDOAH AVE	5/15/2017
06-558000-9	\$	2,112.61	420 KERFOOT AVE	3/10/2017
04-612000-5	\$	161.57	415 WARREN AVE #1	9/16/2016

Write-Off Account June 2022

01-543000-10	\$	343.26	203 E 19TH ST	10/30/2015
06-538000-3	\$	200.00	322 KERFOOT AVE	12/9/2016
09-116000-19	\$	116.85	219 CLOUD ST #3	7/4/2016
07-685000-3	\$	71.94	713 CAMPBELL CL	8/26/2016
02-452000-21	\$	27.67	1095 N ROYAL AVE #20	3/31/2017
05-485101-5	\$	141.21	213-215 E MAIN ST	8/14/2014
02-568000-7	\$	162.06	127 W 8TH ST #4	8/1/2016
07-266029-9	\$	36.10	417 E CRISER RD #102	12/21/2016
07-308000-18	\$	148.52	103 BEEDEN LN	12/31/2016
10-223013-8	\$	174.45	42 WESTMINSTER DR	8/9/2016
04-669000-37	\$	189.22	718 WARREN AVE #6	3/24/2017
01-588100-3	\$	308.66	5 CRESTVIEW DR	7/11/2016
08-613000-15	\$	21.39	103 STEELE AVE	3/14/2013
03-228000-10	\$	113.33	650-A W 11TH ST	2/3/2017
02-226000-16	\$	218.00	107 W 13TH ST	3/24/2017
07-591183-14	\$	70.34	21 SHENANDOAH COMMONS WAY #304	3/28/2017
07-718000-1	\$	426.62	29 BEE ST	2/24/2017
10-155015-11	\$	43.35	1347 ROBIN HOOD LN #4	5/9/2016
04-736000-5	\$	479.31	714 CROSBY RD	4/4/2017
10-147041-20	\$	63.17	35 ROYAL LN #6	4/14/2017
		\$ 46,705.80		



Council Consent Agenda Statement

Item # 10H

Meeting Date: June 27, 2022

Agenda Item: Deed of Easement for Front Royal Self Storage, LLC for Waterline on Commercial Property located in Route 522 Corridor

Summary: Council is requested to approve and accept a Deed of Easement for access to and maintenance of facilities (waterline) to be constructed by Front Royal Self Storage, LLC located outside the Town limits in the Route 522 Corridor (*over portions of Warren County Tax Map Parcel 12-56C*) as presented.

Budget/Funding: N/A

Meetings: Work Session held June 13, 2022

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

Proposed Motion: I move that Council approve and accept a Deed of Easement for access to and maintenance of facilities (waterline) to be constructed by Front Royal Self Storage, LLC located outside the Town limits in the Route 522 Corridor (*over portions of Warren County Tax Map Parcel 12-56C*) as presented. I further move to authorize the Mayor, Clerk of Council, Deputy or Interim Town Attorney and/or Town Manager to execute all documents as necessary.

Moved _____ Seconded _____

Cockrell _____ Gillispie _____ Jackson _____ McFadden _____ Morris _____ Thompson _____

THIS DEED PREPARED WITHOUT THE
BENEFIT OF TITLE EXAMINATION BY:

Joseph F. Silek, Jr., PC
43 Chester Street
PO Box 602
Front Royal, VA 22630
540-635-9415
540-635-9421 – FAX
Joseph F. Silek, Jr. – VSB #27403

FOR PLAT SEE _____

TAX MAP NO. 12-56C

CONSIDERATION: -0-
ASSESSED VALUE: -0-

EXISTENCE OF TITLE INSURANCE IS UNKNOWN BY THE PREPARER

THIS DEED OF EASEMENT is made and entered into this _____ day of _____, 2022, by and between **FRONT ROYAL SELF STORAGE, LLC**, a Virginia limited liability company, Grantor and **TOWN OF FRONT ROYAL, VIRGINIA**, a Virginia municipal corporation, Grantee, whose address is Post Office Box 1560, Front Royal, Virginia, 22630.

WITNESSETH:

WHEREAS, **FRONT ROYAL SELF STORAGE, LLC**, is the owner and proprietor of a certain parcel of real estate known as **Tax Map 12-56C** located in Warren County, Virginia, as shown by a deed of record in the Clerk's Office of the Circuit Court of Warren County, Virginia as Instrument #220002403 and further shown on a plat dated January 28, 2022, prepared by Christopher G. Blair, Land Surveyor entitled "Right-of-Way Dedication & Easement Plat of the Property of Front Royal Self Storage, LLC Tax Parcel 12-56C Warren County, Virginia" dated January 28, 2022, attached hereto and made a part of this instrument.

The undersigned desiring to have said plat and survey recorded in the Clerk's Office so the deeds hereafter be executed with reference to and in accordance with said plat, do hereby adopt, ratify, approve and confirm said plat and survey as a true plat and survey of the said real estate and do announce their intention to hereafter refer to said plat and survey for the purposes of identifying in any deed hereafter to be granted and conveyed.

WHEREAS, FRONT ROYAL SELF STORAGE, LLC, desires to grant, for the benefit of the County of Warren, Virginia a **1001 Sq. Ft/0.230 Acre Right-of-Way** for the benefit of the County of Warren, Virginia as shown on the above-referenced plat.

WHEREAS, FRONT ROYAL SELF STORAGE, LLC, desires to grant, for the benefit of the County of Warren, Virginia a **2230 Sq. Ft/0.0512 Acre Storm Easement** for the benefit of the County of Warren, Virginia as shown on the referenced plat.

WHEREAS, FRONT ROYAL SELF STORAGE, LLC, desires to grant, for the benefit of the County of Warren of Virginia a **7233 Sq. Ft/0.1661 Acre Slope Grading Easement** for the benefit of the County of Warren, Virginia as shown on the referenced plat.

WHEREAS, FRONT ROYAL SELF STORAGE, LLC, desires to grant, for the benefit of the Town of Front Royal, Virginia a **2043 Sq. Ft/0.0469 Acre Waterline Easement and right-of-way** for the benefit of the Town of Front Royal, Virginia, for the installation and maintenance of water lines onto, over, and through the aforesaid areas, more particularly described on the aforesaid plat and made a part of this instrument.

NOW, THEREFORE, in consideration of the above premises and of the easements, covenants, conditions, and restrictions herein contained, Front Royal Self Storage, LLC does hereby grant and convey for the following:

1. A **1001 Sq. Ft/0.230 Acre Right-of-Way** for the benefit of the County of Warren, Virginia as shown on the attached plat;
2. A **2230 Sq. Ft/0.0512 Acre Storm Easement** for the benefit of the County of Warren, Virginia as shown on the referenced plat;
3. A **7233 Sq. Ft/0.1661 Acre Slope Grading Easement** for the benefit of the County of Warren, Virginia as shown on the referenced plat; and
4. A **2043 Sq. Ft/0.0469 Acre Waterline Easement** and right-of-way for the benefit of the Town of Front Royal, Virginia, for the installation and maintenance of water lines onto, over, and through the aforesaid areas, more particularly described on the referenced plat and made a part of this instrument.
5. The rights and benefits conveyed shall be appurtenant to the following described tract or parcel of land to-wit:

TAX MAP: 12-56C

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereon appertaining, lying and being situate in the North River Magisterial District of Warren County, Virginia, being known and designated as "TM #12-56C, containing 6.6665 acre, as shown plat dated January 28, 2022, prepared by Christopher G. Blair, Land Surveyor entitled "Right-of-Way Dedication & Easement Plat Of The Property of Front Royal Self Storage, LLC Tax Parcel 12-56C Warren County, Virginia" attached hereto and made a part of this instrument.

The privileges, easements and rights-of-way in perpetuity to construct, lay, maintain, repair, inspect, improve, and operate within the easements and rights-of-way of

varying widths herein described and referred to, mains, works, and systems for the operation of utilities over, upon, across, and under the properties of Front Royal Self Storage, LLC, as shown on the attached plat.

These easements and rights-of-way shall be for the construction, installation, inspection, repair and maintenance of mains, works, and systems for the transmission of water, including, but not limited to, water meters and water meter vaults, (herein “facilities”) over, across and under the properties of Front Royal Self Storage, LLC, with the location and width of said easements and rights-of-way as shown on the plat attached hereto and made a part of this instrument. The real parcels encumbered by this instrument are known and designated as Tax Map #12-56C and shown on the attached plat.

There is also hereby conveyed by rights-of-way of ingress, egress, and access over, upon and across the properties of Front Royal Self Storage, LLC to the above-described easements for the purpose of allowing access to facilities located thereon by the employees, agents, and contractors of the Town of Front Royal, Virginia.

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

1. That the Town of Front Royal, Virginia may (but is not required to) trim, cut, remove, and keep clear all trees, limbs, undergrowth, and any and all other obstructions, within the same easements and rights-of-way, that may in any manner, in the Town of Front Royal, Virginia’s sole judgment, endanger or interfere with the proper and efficient operation of the facilities, and the Town of Front Royal, Virginia shall have all such other rights and privileges as are reasonably necessary or convenience for the full enjoyment and use of the

easements and rights-of-way herein granted for the aforesaid purpose. Nothing contained herein shall be construed to require the Town of Front Royal to install, repair or maintain any portion of any water service laterals providing utilities to any improvements located on the property.

2. The granting of the easements and rights-of-way hereinafter described neither expressly or implied constitutes any payment, nor the waiver of any obligation for the payment, by Front Royal Self Storage, LLC, their successors or assigns, or any cut-in fee or charge, tax assessment or other charge or obligation whatsoever now due or heretofore due or hereafter to become due and payable to the Town of Front Royal, Virginia or to any person, firm or other corporation whatsoever.
3. That the Town of Front Royal, Virginia will exercise reasonable care to protect the properties of Front Royal Self Storage, LLC from damage or injury occasioned in the enjoyment of the easements and rights-of-way herein granted, and to promptly repair the said properties or reimburse Front Royal Self Storage, LLC for any property damaged beyond repair.
4. If the Town of Front Royal, Virginia does cut or fell any brush, undergrowth or trees, or should excavations be carried on pursuant to these easements and any large-sized rocks or boulders are unearthed and are not buried in said excavation, such brush, undergrowth, trees, large-sized rocks and boulders shall, at the expense of the Town of Front Royal, Virginia be removed from the properties of Front Royal Self Storage, LLC.
5. Once constructed and installed, the facilities shall become the property of

the Town of Front Royal, Virginia and Front Royal Self Storage, LLC shall have no right, title, interest, estate or claim whatsoever in facilities by virtue of the rights herein conveyed.

6. The easements are non-exclusive.
7. Facilities installed pursuant to the easement shall be underground, except for manhole and vault covers which shall be flush with adjacent grade except as is otherwise consistent with best practices or as shown on plans approved by Front Royal Self Storage, LLC.
8. Front Royal Self Storage, LLC retains the right to use the surface areas of such encumbered parcels for any use not inconsistent with the rights granted to the Town of Front Royal, Virginia.
9. Front Royal Self Storage, LLC reserves the right to require the Town of Front Royal, Virginia to relocate its facilities to another location on the affected parcels, subject to the conveyance of a similar easement and right-of-way, all at the cost and expense of Front Royal Self Storage, LLC.

WITNESS the following signatures and seals:

FRONT ROYAL SELF STORAGE, LLC

By: _____ (SEAL)
Edward A. Murphy, Manager

STATE/Commonwealth of _____
CITY/COUNTY OF _____, to-wit:

I, the undersigned, a Notary Public in and for the State and City/County aforesaid, do hereby certify that Edward A. Murphy, Manager of Front Royal Self Storage, LLC, whose name is signed to the foregoing Dedication of Plat dated the ____ day of _____, 2022, has this day personally appeared and acknowledged the same before me in my State and City/County aforesaid.

Given under my hand this ____ day of _____, 2022.

My commission expires: _____.

Notary Registration No.: _____

NOTARY PUBLIC

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

WITNESS the following signatures and seals:

TOWN OF FRONT ROYAL, VIRGINIA

By: _____ (SEAL)
HON. CHRIS HOLLOWAY, MAYOR

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Chris Holloway, Mayor of the Town of Front Royal, Virginia, whose name is signed to the foregoing Dedication of Plat, dated the _____ day of _____, 2022, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

Given under my hand this _____ day of _____, 2022.

My Commission Expires: _____.

Notary Registration No.: _____.

NOTARY PUBLIC (SEAL)

ATTEST:

_____(SEAL)
Clerk of Council
Town of Front Royal, Virginia

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that _____, Clerk of Council for the Town of Front Royal, Virginia, whose name is signed to the foregoing Dedication of Plat, dated the _____ day of _____, 2021, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

Given under my hand this _____ day of _____, 2022.

My Commission Expires: _____.

Notary Registration No.: _____.

_____(SEAL)
NOTARY PUBLIC

APPROVED AS TO FORM:

_____ (SEAL)

Town Attorney

Town of Front Royal, Virginia

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that _____, Town Attorney for the Town of Front Royal, Virginia, whose name is signed to the foregoing Dedication of Plat, dated the _____ day of _____, 2022, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

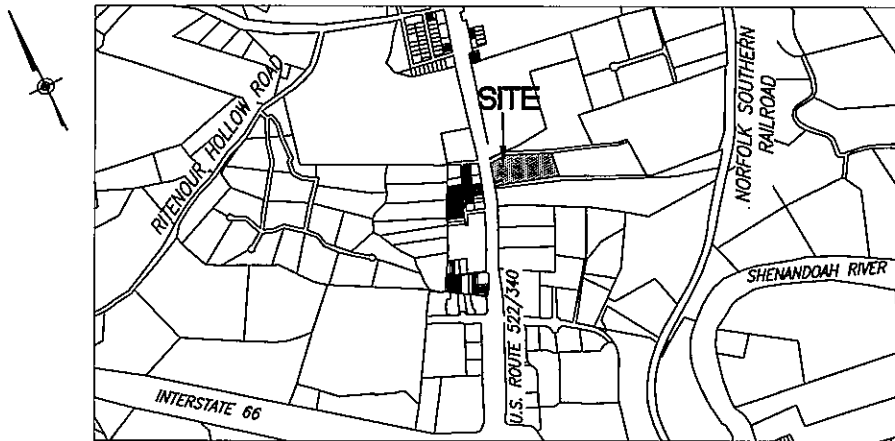
Given under my hand this _____ day of _____, 2022.

My Commission Expires: _____.

Notary Registration No.: _____.

_____ (SEAL)
NOTARY PUBLIC

VICINITY MAP



SCALE: 1" = 2000

OWNER'S CERTIFICATE

THE ABOVE AND FOREGOING RIGHT-OF-WAY DEDICATION & EASEMENT OF THE PROPERTY OF FRONT ROYAL SELF STORAGE, LLC, AS APPEARS ON THIS PLAT, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

ARDEN, LLC MANAGER

DATE

EDWARD A. MURPHY, MANAGER

DATE

COMMONWEALTH OF VIRGINIA

CITY / COUNTY OF _____, TO WIT:

THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED

BEFORE ME THIS _____ DAY OF _____, 20____

BY _____

MY COMMISSION EXPIRES _____, 20____.

REGISTRATION No. _____

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT IT IS A RIGHT-OF-WAY DEDICATION & EASEMENT PLAT FOR THE LANDS OF FRONT ROYAL SELF STORAGE, LLC, ACQUIRED BY DEED RECORDED AS INSTRUMENT # _____, AMONG THE LAND RECORDS OF WARREN COUNTY, VA.

CHRISTOPHER G. BLAIR, LS #3276

APPROVAL

TOWN OF FRONT ROYAL

DATE

WARREN COUNTY

DATE

VIRGINIA DEPARTMENT OF TRANSPORTATION

DATE

RIGHT-OF-WAY DEDICATION & EASEMENT PLAT

OF THE PROPERTY OF

FRONT ROYAL SELF STORAGE, LLC

TAX PARCEL 12-56C

WARREN COUNTY, VIRGINIA

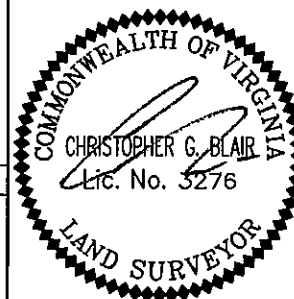
SCALE: N/A

DATE: JANUARY 28, 2022



GREENWAY ENGINEERING, INC.

151 Windy Hill Lane
Winchester, Virginia 22602
Telephone: (540) 662-4185
FAX: (540) 722-9528
www.greenwayeng.com



5865R SHEET 1 OF 3

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 74°03'19" E	58.52'
L2	N 15°20'04" E	42.66'
L3	N 74°39'56" W	10.00'
L4	N 86°45'32" W	49.93'
L5	S 74°24'18" E	102.18'
L6	N 15°35'42" E	20.00'
L7	N 74°24'18" W	102.09'

CURVE TABLE:

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	95.10'	1773.83'	3°04'18"	N 17°36'22" E	95.09'
C2	138.20'	4270.00'	1°51'16"	N 15°27'29" E	138.20'
C3	137.42'	4250.00'	1°51'10"	N 15°27'26" E	137.42'

AREA TABLE

ORIGINAL T.M. 12-56C = 6.6895 AC.
-0.0230 AC.
ADJUSTED T.M. 12-56C = 6.6665 AC.

LEGEND

IPF = IRON PIPE FOUND
IRF = IRON REBAR FOUND
IRS = IRON REBAR SET
INST. = INSTRUMENT
ESMT. = EASEMENT
T.M. = TAX MAP (PARCEL)
R/W = RIGHT-OF-WAY

NOTES

1. NO TITLE REPORT HAS BEEN FURNISHED, EASEMENTS OTHER THAN THOSE SHOWN HEREON MAY EXIST.
2. THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON THE DESCRIPTIONS OF RECORD AND A CURRENT SURVEY BY THIS FIRM.
3. THE PROPERTY SHOWN HEREON LIES ENTIRELY WITHIN ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE FLOODPLAIN PER N.F.I.P. FLOOD INSURANCE RATE MAP No. 51187C0110C, DATED JUNE 3, 2008.

RIGHT-OF-WAY DEDICATION & EASEMENT PLAT

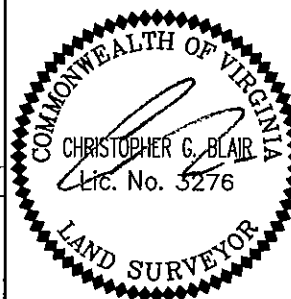
OF THE PROPERTY OF
FRONT ROYAL SELF STORAGE, LLC
TAX PARCEL 12-56C
WARREN COUNTY, VIRGINIA

SCALE: N/A

DATE: JANUARY 28, 2022



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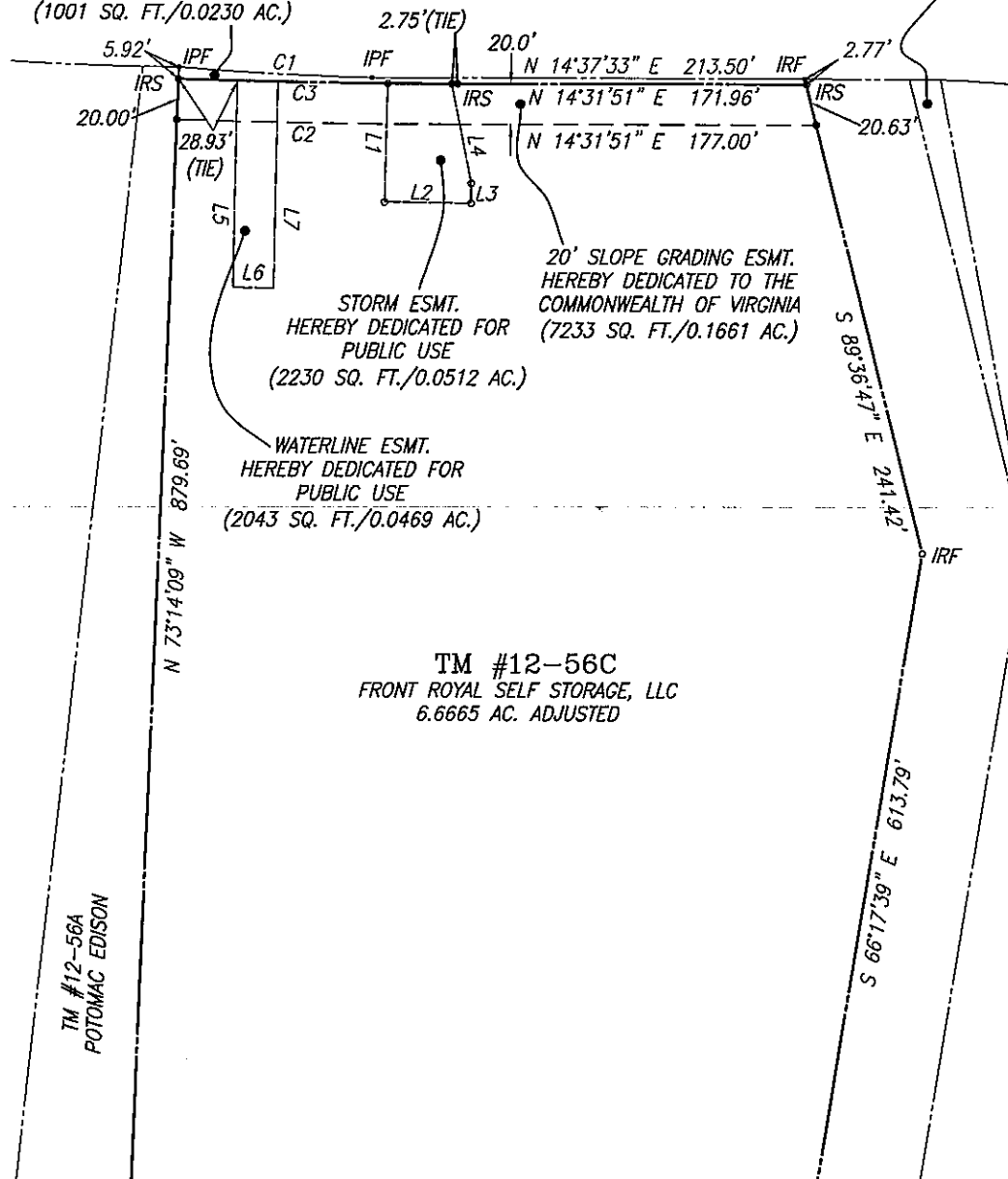
5865R SHEET 2 OF 3



R/W DEDICATION AREA
HEREBY DEDICATED TO THE
COMMONWEALTH OF VIRGINIA
(1001 SQ. FT./0.0230 AC.)

U.S. ROUTE 522/340
VARIABLE WIDTH R/W

TM #12H-1-1A
POTOMAC EDISON
INST. #20085329



RIGHT-OF-WAY DEDICATION & EASEMENT PLAT

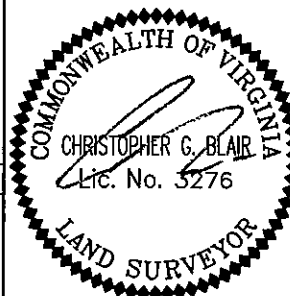
OF THE PROPERTY OF
FRONT ROYAL SELF STORAGE, LLC
TAX PARCEL 12-56C
WARREN COUNTY, VIRGINIA

SCALE: 1" = 70'

DATE: JANUARY 28, 2022



GREENWAY ENGINEERING, INC.
151 Windy Hill Lane
Winchester, Virginia 22602
Telephone: (540) 662-4185
FAX: (540) 722-9528
www.greenwayeng.com



5865R SHEET 3 OF 3



Council Consent Agenda Statement

Item # 10I

Meeting Date: June 27, 2022

Agenda Item: Amend T-Mobile Northeast LLC Lease to Expand Leased Floor Space to Update Antennae Facilities Located on the Fairground Water Tank, and to Extend the Lease Term

Summary: T-Mobile Northeast LLC (*"T-Mobile", successor in interest to Shenandoah Personal Communications Company and Omnipoint Communication CAP Operations, LLC*) seeks to expand its leased floor space by approximately 261 square feet for the addition of an equipment cabinet to their existing facilities located at the Town's Fairgrounds Road Water Tank and to update antennae facilities located on the water tank. T-Mobile is offering additional rent of \$200.00 per month for the additional floor space. T-Mobile also seeks to extend its lease with the Town, continuing through March 31, 2028, at a new total monthly rent of \$3,138.95. Council is requested to consider approving the "Fourth Amendment to Tower Site Lease Agreement", permitting T-Mobile to add to their existing facilities located at and on the Town's Fairgrounds Road water tank for additional consideration, and to extend the lease term for an additional five (5) years.

Budget/Funding: 9601-3160706 Water Treatment Antenna Rent

Meetings: Work Session held June 13, 2022

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 "Fourth Amendment to Tower Site Lease Agreement", permitting T-Mobile to add to their existing facilities located at and on the Town's Fairgrounds Road water tank for additional consideration, and to extend the lease term for an additional five (5) years. I further move to authorize the Town Manager to execute all documents as necessary.

Moved _____ Seconded _____

Cockrell _____ Gillispie _____ Jackson _____ McFadden _____ Morris _____ Thompson _____

FOURTH AMENDMENT TO TOWER SITE LEASE AGREEMENT

THIS FOURTH AMENDMENT TO TOWER SITE LEASE AGREEMENT ("Fourth Amendment") is made and entered into on the Effective Date, as defined below, by and between the Town of Front Royal ("Lessor") and T-Mobile Northeast LLC, a Delaware limited liability company, as successor-in-interest to Omnipoint Communications Cap Operations, LLC and Shenandoah Personal Communications Company ("Lessee").

Recitals

WHEREAS, Lessor and Lessee entered into that certain Tower Site Lease Agreement dated February 9, 1998 ("Original Lease"), as amended by the First Amended and Restated Tower Site Lease Agreement dated April 29, 2008, as amended by the Second Amendment to Tower Site Lease Agreement dated February 25, 2015, and as amended by the Third Amendment to Tower Site Lease Agreement dated March 26, 2019 (collectively, the "Lease"), whereby Lessor leased to Lessee certain portions of the Property located at 395 Fairgrounds Road, Front Royal, Warren County, VA (the "Leased Premises"); and

WHEREAS, on or about October 30, 2000, the Lessor approved an assignment of Shenandoah Personal Communications Company rights and obligations under the Original Lease to Omnipoint Communications Cap Operations, LLC; and,

WHEREAS, Lessor and Lessee desire to amend the Lease; and

WHEREAS, Lessor and Lessee hereby affirm that, as of the date hereof: (i) no breach or default by Lessor or Lessee has occurred; and (ii) the Lease, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this Fourth Amendment are in full force and effect, with no defenses or offsets thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee covenant and agree as follows:

1. **Lessor Consent.** Lessor hereby grants Lessee the right and consents to Lessee's expansion of the Leased Premises not to exceed a total of two hundred sixty-one (261) square feet and the installation of equipment as described and depicted in Exhibit B-4, attached hereto and by this reference incorporated herein, which expanded square footage and equipment shall be considered part of the "Leased Premises" under the Lease. Exhibit B-2-1, Exhibit B-2-2 and Exhibit B-3 shall be deleted in their entirety and replaced with Exhibit B-4.

2. **Rent and Costs.** The rent that Lessee pays Lessor will be increased by Two Hundred Dollars (\$200.00) per month, for a new monthly rent amount of Three Thousand One Hundred Thirty-Eight and 95/100 Dollars (\$3,138.95). The rent increase shall commence on the first day of the month following the start of construction.

3. **Renewal Terms.** Upon the expiration of the current term on March 31, 2023, Lessee shall have the right to renew the Lease for one (1) additional Renewal Term of five (5) years. The

additional Renewal Term shall renew automatically, on the same terms and conditions of the Lease, unless Lessee provides at least thirty (30) days prior written notice before the expiration of the current term that Lessee does not wish to exercise such additional Renewal Term.

4. Lessee's Notice Address. Lessee's notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Lessee: T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, WA 98006
Attn.: Lease Compliance
Site No. 7HCH158A

5. Plan Review Fee. Prior to the installation of any additional equipment allowed pursuant to this Fourth Amendment, Lessee shall submit a design plan and a structural analysis (collectively, the "Plans") that meet Lessor's requirements. Lessee shall pay Lessor's costs for the review and administrative processing of the Plans, to be reviewed by Lessor's water tank structural engineering consultant, in the amount of Five Thousand Eight Hundred Fifty Dollars (\$5,850.00). A non-refundable payment in this amount shall be made by Lessee to Lessor at the time of Lessee's execution and delivery of this Fourth Amendment to Lessor in order to expedite procurement of the engineering services.

6. Terms; Conflicts. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Fourth Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Fourth Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Fourth Amendment, the terms and conditions of this Fourth Amendment will govern and control.

7. Approvals. Lessor represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Fourth Amendment, or if any such third party consent or approval is required, Lessor has obtained any and all such consents or approvals.

8. Authorization. The persons who have executed this Fourth Amendment represent and warrant that they are duly authorized to execute this Fourth Amendment in their individual or representative capacity as indicated.

9. Signatures. This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Fourth Amendment shall legally bind the parties to the same extent as original documents.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment on the day and year last written below (the “Effective Date”).

LESSOR
Town of Front Royal

LESSEE
T-Mobile Northeast LLC

By: _____
Name: _____
Title: _____
Date: _____

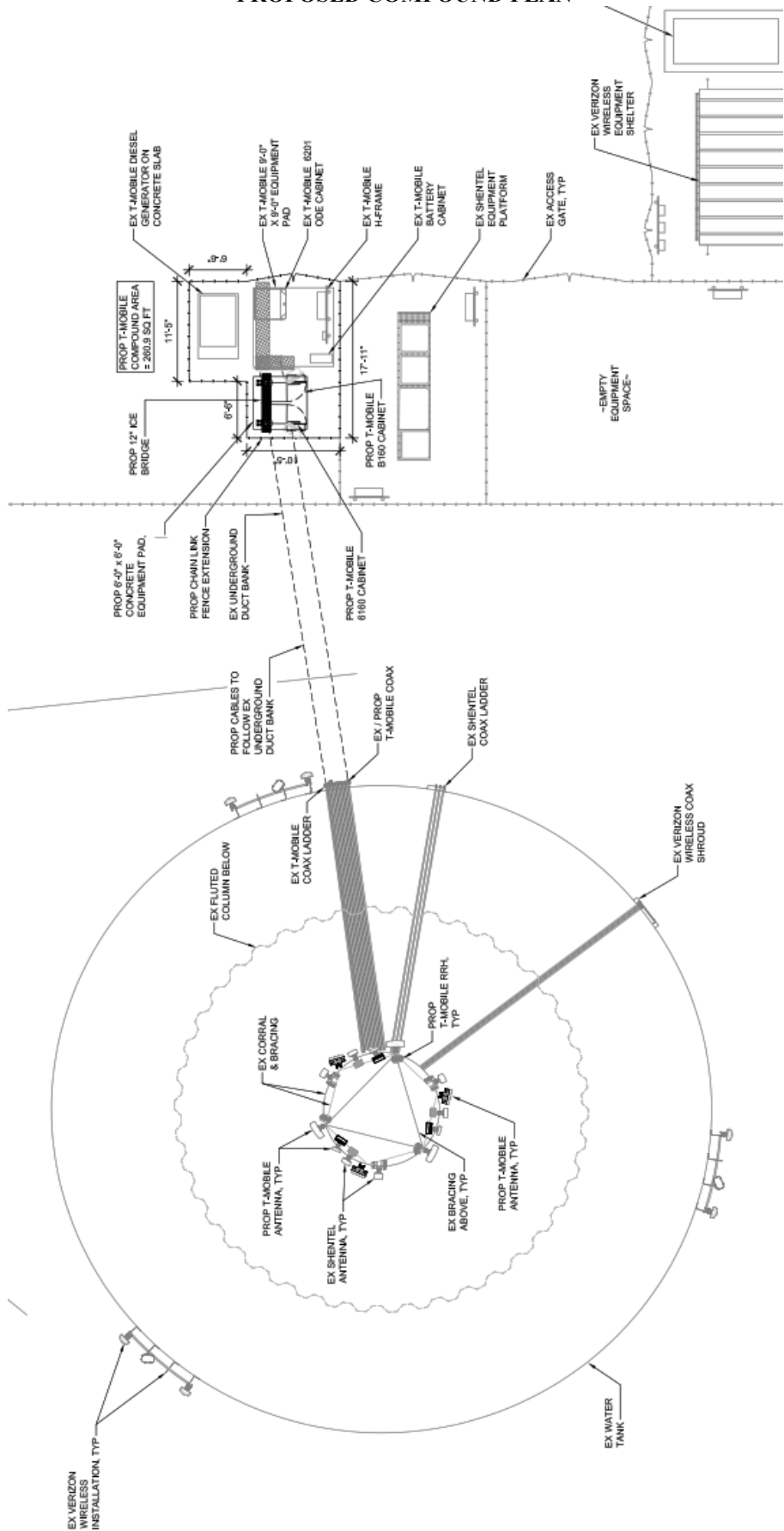
By:  _____
Name: JAMES SIMON
Title: Director
Date: 5/10/2022

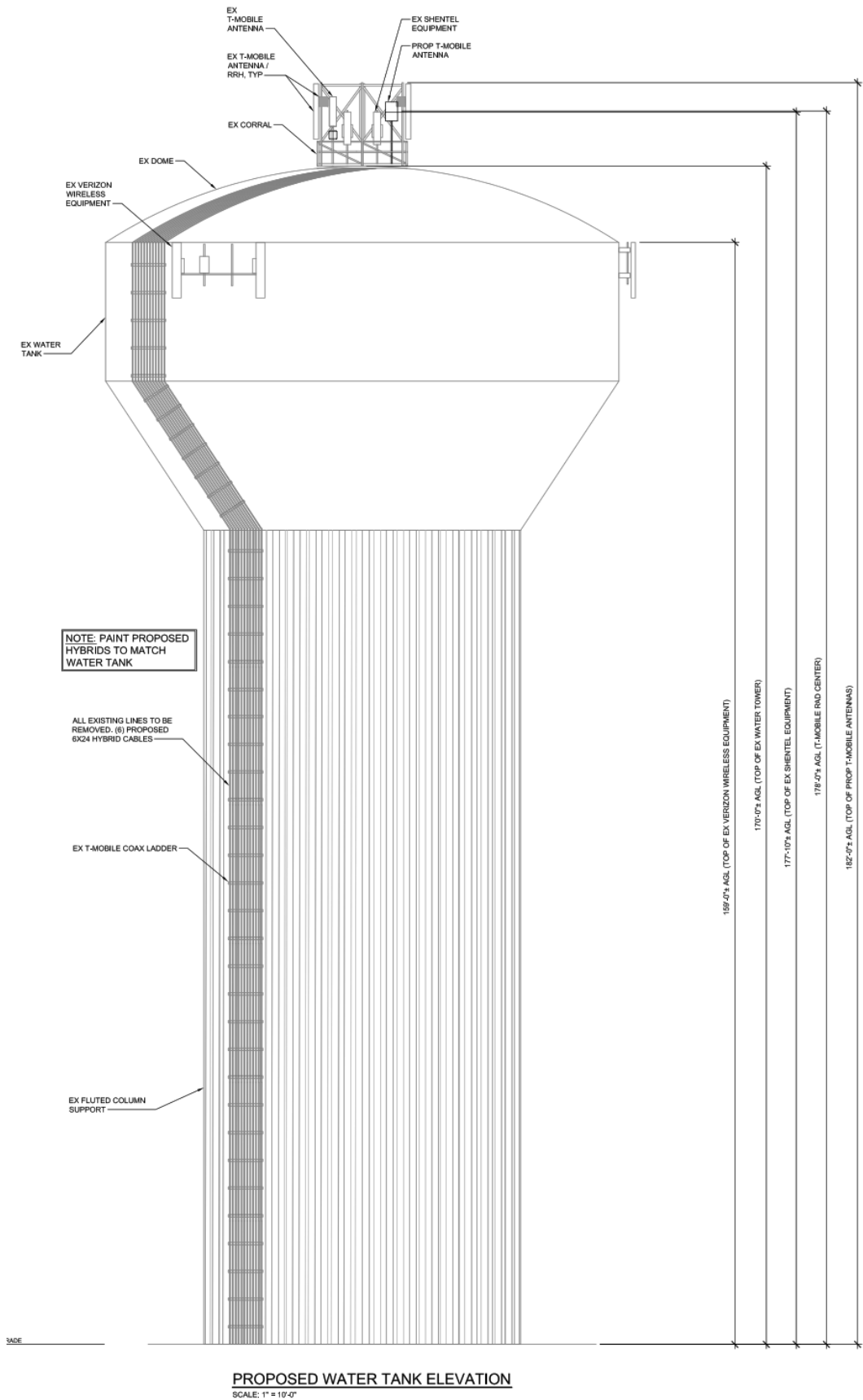
TMO
Legal
Digitally signed
by TMO Legal
Date: 2022.05.09
20:33:56 -0400

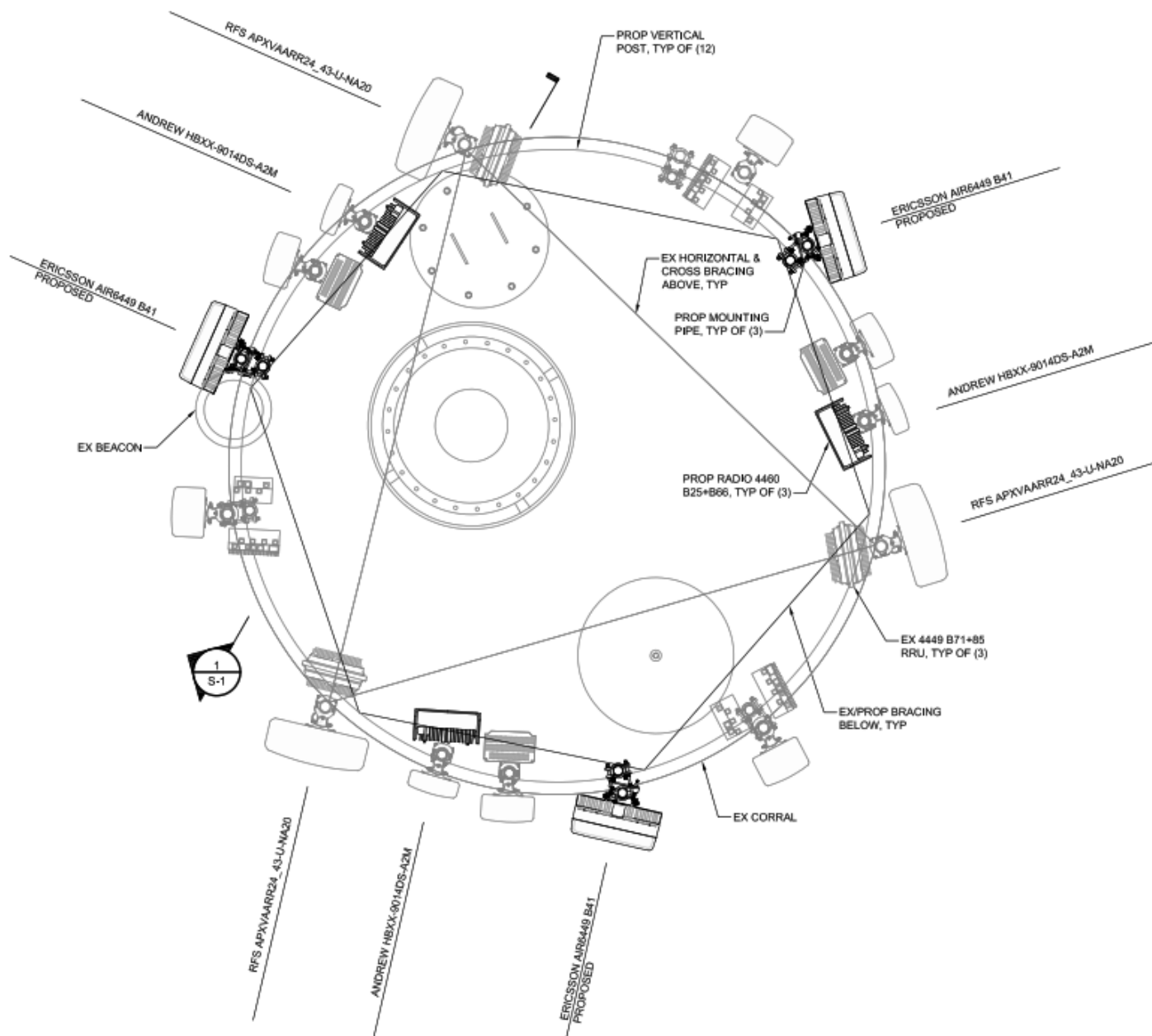


TMO Signatory Level : L06

PROPOSED COMPOUND PLAN





**PROPOSED ANTENNA SECTOR PLAN**

SCALE: 1/2" = 1'-0"

ANTENNA SCHEDULE														
SECTOR	STATUS	POS	MANUFACTURER	MODEL #	ANTENNA DIMENSIONS	AZIMUTH	RAD CENTER (FT)	RRH QUANTITY & MODEL NO	CABLE QUANTITY & TYPE	CABLE LENGTH				
SECTOR 1	PROPOSED	1	ERICSSON	AIR649 B41	33.1'H x 20.6'W x 8.6'D	15°	178'-0"	-	(6) PROPOSED 6X24 HYBRID CABLES (2) PER SECTOR. (12) EX 1-58" COAX & (1) 6x12 HCS GAWG TO BE REMOVED. PAINT PROPOSED HYBRIDS TO MATCH WATER TANK. 178'-0"± VERIFY IN FIELD					
	EXISTING	2	ANDREW	HBXX-9014DS-A2M	51.1'H x 12.0'W x 6.5'D			(1) PROPOSED RADIO 4460 B25+866 (IN POSITION 2)						
	EXISTING	3	RFS	APXVAARR24_43-U-NA20	95.9'H x 24.0'W x 8.7'D			(1) EXISTING RADIO 4448 B71+885						
SECTOR 2	PROPOSED	1	ERICSSON	AIR649 B41	33.1'H x 20.6'W x 8.6'D	135°		-						
	EXISTING	2	ANDREW	HBXX-9014DS-A2M	51.1'H x 12.0'W x 6.5'D			(1) PROPOSED RADIO 4460 B25+866 (IN POSITION 2)						
	EXISTING	3	RFS	APXVAARR24_43-U-NA20	95.9'H x 24.0'W x 8.7'D			(1) EXISTING RADIO 4448 B71+885						
SECTOR 3	PROPOSED	1	ERICSSON	AIR649 B41	33.1'H x 20.6'W x 8.6'D	210°		-						
	EXISTING	2	ANDREW	HBXX-9014DS-A2M	51.1'H x 12.0'W x 6.5'D			(1) PROPOSED RADIO 4460 B25+866 (IN POSITION 2)						
	EXISTING	3	RFS	APXVAARR24_43-U-NA20	95.9'H x 24.0'W x 8.7'D			(1) EXISTING RADIO 4448 B71+885						



Council Consent Agenda Statement

Item # 10J

Meeting Date: June 27, 2022

Agenda Item: Deed of Easement for Stormwater Infrastructure between 610B and 612 W. 11th Street and Corner of Kendrick Lane and Monroe Avenue

Summary: Town Staff has been working to complete the installation of stormwater infrastructure between properties located at 610 B and 612 W. 11th Street. To complete the installation of this infrastructure and to complete the tie-in to the existing Town stormwater system, two easements need to be obtained by the Town: one is located between the properties of 610 B and 612 W. 11th Street, and one is located on the property owned by the Industrial Development Authority (IDA) located on the corner of Kendrick Lane and Monroe Avenue. Council is requested to approve the Deeds of Easement as presented.

Budget/Funding: N/A

Meetings: Work Session held June 13, 2022

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 two Deeds of Easements located at 610 B and 612 W. 11th Street and the corner of Kendrick Lane and Monroe Avenue to complete the installation of stormwater infrastructure on the properties, as presented. I further move that Council authorize the Mayor, Clerk of Council, Deputy or Interim Town Attorney, and/or Town Manager execute all document as necessary.

Moved _____ Seconded _____

Cockrell _____ Gillispie _____ Jackson _____ McFadden _____ Morris _____ Thompson _____

W. 11th Street/Kendrick Lane Area Map



**General location of the Stormwater Infrastructure connection
between the proposed easements.**

W. 11th Street Easement Acquisition Timeline

9/1/21: Sink Hole Occurred

- A sink hole occurred between 610B and 612 W. 11th Street during a heavy rainstorm. The Town Police and Public Works staff responded. A tow truck pulled a resident's vehicle out of the sink hole. Public Works staff filled the hole with stone and placed barricades around the hole for public safety.

9/2 through 11/2021: Town Replaced Storm Drain infrastructure along W. 11th Street

- The Town installed 160 ft. of 36" culvert pipe and replaced two storm drain structures along W. 11th Street to the property line of 610B and 612 W. 11th Street. The installation of the pipe was stopped when Public Works staff discovered the lack of an easement covering the pipe location beyond the established Town easement/public right-of-way. The existing pipe, that is currently failing, was installed without an established easement.
- Public Works staff spoke with the owners for both properties to let them know that work to replace the failing pipe would stop until the Town obtained the appropriate easements to complete the work. Both property owners expressed willingness to grant the required easements.

November 2021: Public Works staff contacted a surveyor to complete the easement plats

- The first surveying company that was contacted agreed to do the work, but after 2 months ultimately failed to even start the easement surveys due to current workload issues.

February 1, 2022: Public Works staff contacted a second surveyor to complete the easement plats

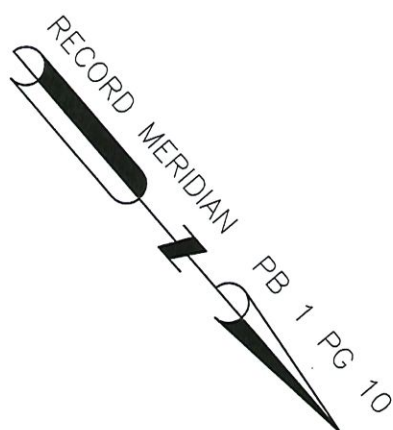
April 3, 2022: The easement plats were completed by the second surveyor and provided to the Public Works staff

April 5, 2022: Public Works staff provided the plats to the Assistant Town Attorney for review

May 23, 2022: Public Works staff meeting with the Assistant Town Manager and Assistant Town Attorney to check the status of the easement plat review

- The Assistant Town Manager to work with the Assistant Town Attorney and Public Works staff to draft the easement documents and put together the required Council Agenda Items for the June Work Session and Regular Business meeting.

NO TITLE REPORT FURNISHED.
PLAT SUBJECT TO EASEMENTS
AND RESTRICTIONS OF RECORD.

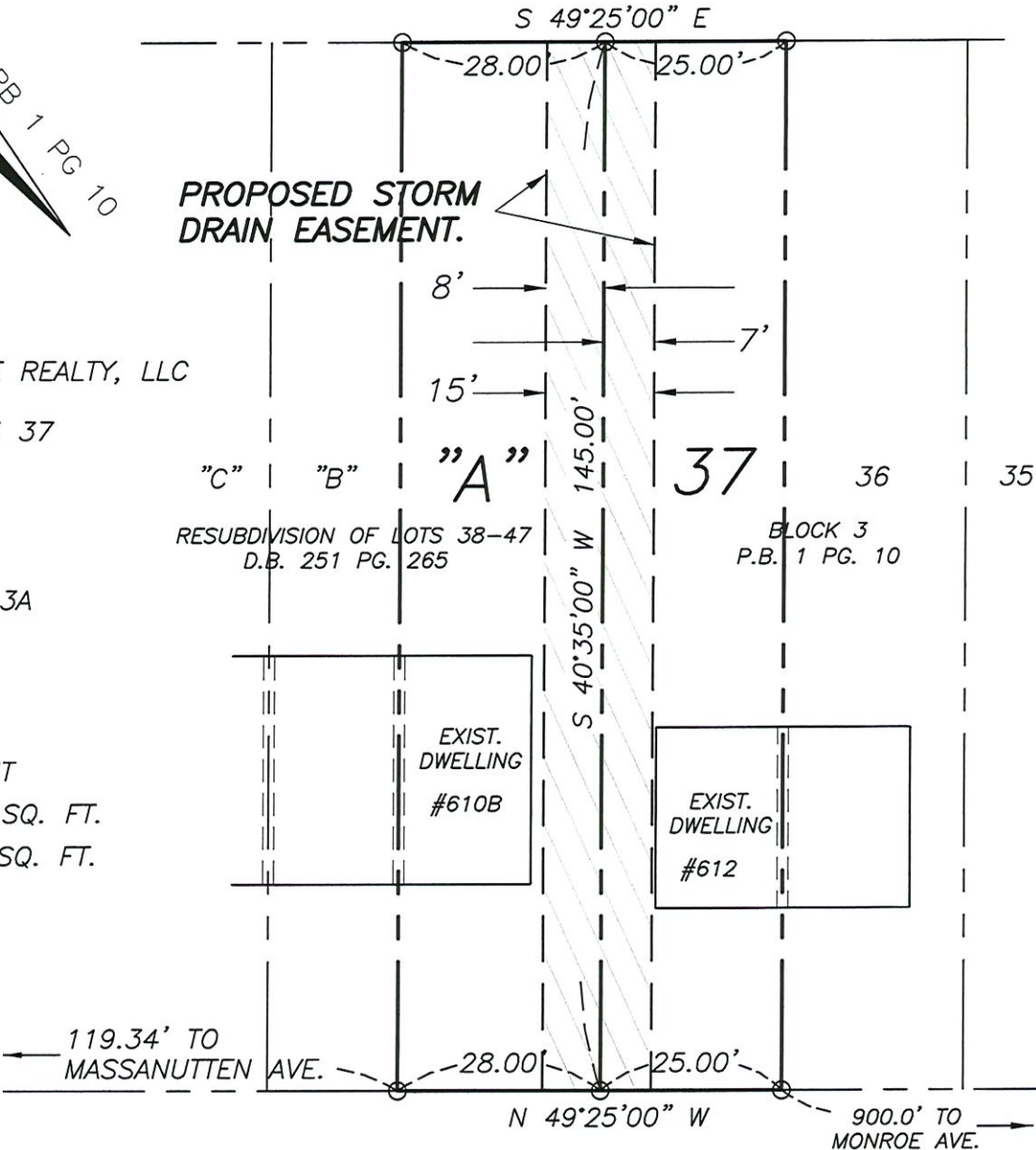


N/F INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE TOWN OF FRONT ROYAL AND THE
COUNTY OF WARREN, VIRGINIA
Instr.# 060000383

LOT 37
N/F INDEPENDENCE REALTY, LLC
Instr.# 160006912
Tax Map 20A1 2 3 37

LOT "A"
N/F OELZE
Instr.# 200002972
Tax Map 20A1 24 3A

AREA OF EASEMENT
LOT "A" = 1,160 SQ. FT.
LOT 37 = 1,015 SQ. FT.



BOUNDARY INFORMATION
SHOWN HEREON BASED ON
CURRENT FIELD SURVEY.

West 11th STREET
60' WIDE



PLAT SHOWING PROPOSED STORM DRAIN EASEMENT
PREPARED FOR THE TOWN OF FRONT ROYAL ON
LOT 37 and LOT "A"
(LOT "A" OF THE RESUBDIVISION OF LOTS 38 - 47)
BLOCK 3
ROYAL VILLAGE SUBDIVISION
TOWN OF FRONT ROYAL
WARREN COUNTY, VIRGINIA

DATE: 25 MARCH 2022 SCALE: 1" = 25'

survey@measure-map.com
540-683-6878

Darryl G. Merchant
Consulting Land Surveyor
P.O. BOX 1508
FRONT ROYAL, VA 22630

NOTES:

- 1. NO TITLE REPORT FURNISHED.
PLAT SUBJECT TO EASEMENTS
AND RESTRICTIONS OF RECORD.
- 2. PLAT REF.: SLIDE 218-D
- 3. DEED REF: Instr# 060000383
- 4. TAX MAP REF.: 20A1 3 7C

MONROE AVENUE

Instr# 030001131
N 34°42'20" E 125.00'

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

Instr# 060000383

Tax Map 20A1 3 7C
4.5486 ACRES

ROYAL VILLAGE SUBD. - BLOCK 3
P.B. 1 PG. 10 | - DB. 251 | PG. 265
36 37 "A"

S 55°17'40" E
914.18' 23.26'

PROPOSED STORM DRAIN EASEMENT
186.07' 3,721 SQ. FT. 186.07'

N 65°24'06" E 186.07'

S 65°24'06" W 186.07'

20.0'

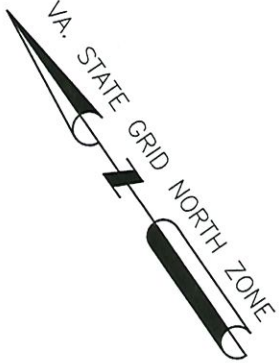
784.07'

154.98' 155.00'

N:7022942.727
E:11566047.591

N 55°17'40" W 1405.01' 397.68' PIN FD.

KENDRICK LANE 80' WIDE



BOUNDARY INFORMATION
SHOWN HEREON BASED
ON CURRENT FIELD SURVEY.



SCALE IN FEET

PLAT SHOWING PROPOSED STORM DRAIN EASEMENT
PREPARED FOR THE TOWN OF FRONT ROYAL
ON THE LAND OF THE

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

TOWN OF FRONT ROYAL - WARREN COUNTY, VIRGINIA

DATE: 26 MARCH 2022 SCALE: 1" = 25'

survey@measure-map.com
540-683-6878

Darryl G. Merchant

Consulting Land Surveyor
P.O. BOX 1508
FRONT ROYAL, VA 22630

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22-F103 DWG. No. AM-1813

THIS DOCUMENT WAS PREPARED WITHOUT
BENEFIT OF A TITLE EXAM BY:
George M. Sonnett, Jr. (VSB #22418)
Deputy Town Attorney
Town of Front Royal, Virginia 22630

This deed is exempt from taxation under Virginia Code § 58.1-81 l(A)(3).
This deed is exempt from the recordation taxes imposed by § 58.1-801 and § 58.1-803 of the Code of Virginia,
1950, pursuant to § 58.1-811.A.3.

Tax Map Number: #20A1 24 3A

THIS **DEED OF EASEMENT** for storm water facilities is made and
entered into this ____ day of _____, 2022, by and between **CARMELIA
MARIE OELZE**, herein referred to as “**Grantor**”, and **TOWN OF FRONT
ROYAL, VIRGINIA**, a Municipal Corporation, herein referred to as “**Grantee**”.

W I T N E S S E T H:

THAT for and in consideration of the sum of ONE DOLLAR (\$1.00) cash in
hand paid by the Grantee to the Grantor, and other good and valuable consideration,
receipt whereof is hereby acknowledged, Grantor grants and conveys unto Grantee,
its successors and assigns, the following rights in real property situated in the Town
of Front Royal, Warren County, Virginia, to-wit:

The privilege and easement in perpetuity for rights-of-way to
construct, lay, maintain, repair, inspect, improve, and operate within the easement
strip hereinafter described and referred to, those facilities, works and systems for the
collection, drainage, and transmission of storm water, and/or waste water, over,
upon, across, and under the property of the Grantor known and designated as that **8’
x 145’ portion of LOT “A” of the Resubdivision of Lots 38-47, Block 3, Royal
Village Subdivision, Warren County Tax Map 20A1 24 3A, lying entirely
within the cross-hatched area marked “PROPOSED STORM DRAIN
EASEMENT.”** on that certain plat intended to be filed and recorded herewith in the
Clerk’s Office of the Circuit Court of Warren County, Virginia, which plat is titled:
**“PLAT SHOWING PROPOSED STORM DRAIN EASEMENT PREPARED
FOR THE TOWN OF FRONT ROYAL, LOT 37 and LOT “A” BLOCK 3
ROYAL VILLAGE SUBDIVISION TOWN OF FRONT ROYAL WARREN
COUNTY, VIRGINIA”**, dated March 25, 2022, prepared by Darryl G. Merchant,
Land Surveyor, signed March 26, 2022.

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

- (a) Granting of the easements hereinafter described neither expressly or impliedly constitutes any payment, nor the waiver of any obligation for the payment, by Grantor or their successors or assigns, or any cut-in fee or charge, tax, assessment or other charge or obligation whatsoever now due or heretofore due or hereafter to become due and payable to Grantee or to any person, firm or other corporation whatsoever.
- (b) 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 and easements herein contained as may be requisite, trees, large-sized rocks and boulders shall at the expense of Grantee be removed from Grantor's property.
- (c) 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. All lines, pipes, and other equipment and accessories installed or constructed shall remain the property of Grantee.
- (d) Grantee shall have the right to inspect, rebuild, remove, repair, improve and make such changes, alterations, additions to or extensions of its storm water facilities within the boundaries of said easement as are consistent with the purpose expressed herein.
- (e) Grantee shall exercise reasonable care to protect Grantor's property from damage or injury occasioned in the enjoyment of the easements and rights herein granted, and to promptly repair the said property or reimburse Grantor for any property damaged beyond repair completion of any activity by Grantee upon the easement, Grantee shall restore the Property as nearly as possible to its original condition as is practicable, including backfilling, and compaction of trenches, repaving, reseeding or re-sodding of lands, replacement of equipment and facilities of Grantor, removal of trash and debris, and removal of Grantee's equipment, accessories or appurtenances not inconsistent with the construction, maintenance or operation of said sewerage facilities or the exercise of any rights or privileges expressed herein, and will make a good faith effort to minimize any damage. Grantee shall maintain said easement and storm water facilities in such repair as not to endanger or otherwise limit the enjoyment or use of the Property, including ingress, egress or parking in, on and over driveways, roads, or parking lots.
- (f) Grantee may (but is not required to) trim, cut, remove, and keep clear all trees, limbs, undergrowth, and any and all other obstructions, within the said rights-of-way or easement that may in any manner, in Grantee's judgment, endanger or interfere with the proper and efficient operation of the storm water facilities therein or thereon and Grantee shall have all such other rights and privileges as

are reasonably necessary or convenient for the full enjoyment and use of the easement herein granted for the aforesaid purpose.

- (g) If Grantee does cut or fell any brush, undergrowth or trees, or should excavations be carried on pursuant to this easement and any large-sized rocks or boulders are unearthed and are not buried in said excavation, such brush, undergrowth, trees, large-sized rocks and boulders shall be the expense of Grantee be removed from the Property.
- (h) This permanent easement shall run with the land of Grantor, and shall be binding upon the heirs, executors, administrators, successors, and assigns of Grantor and Grantee.

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

WITNESS the following signatures and seals:

GRANTOR:

Carmelia Marie Oelze (SEAL)
CARMELIA MARIE OELZE

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, GINA CLEGG, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Carmelia Marie Oelze, whose name is signed on the foregoing Deed of Easement has this day personally appeared and acknowledged the same before me in my State and in the County aforesaid.

Given under my hand this 14 day of June, 2022.

My commission expires on the 30 day of April, 2025.



Gina Clegg
NOTARY PUBLIC

The foregoing Deed of Easement is hereby approved, and this conveyance of an interest in real property is hereby accepted, by the Town of Front Royal, all as evidenced by the signature of the undersigned who is authorized to do so by Resolution of the Town of Front Royal adopted on _____.

GRANTEE:

TOWN OF FRONT ROYAL

By: _____ (SEAL)
CHRIS W. HOLLOWAY, Mayor

ATTEST:

Tina Presley, Clerk of Council

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

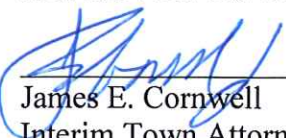
I, _____, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Chris W. Holloway and Tina Presley, whose names are signed on the foregoing Deed of Easement have each this day personally appeared and acknowledged the same before me in my State and in the County aforesaid.

Given under my hand this ____ day of _____, 2022.

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

NOTARY PUBLIC

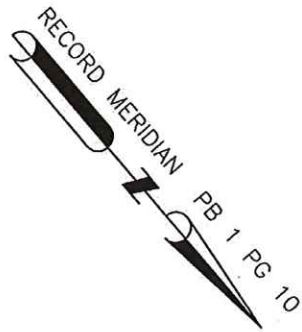
APPROVED AS TO FORM:



James E. Cornwell
Interim Town Attorney

Date

NO TITLE REPORT FURNISHED.
PLAT SUBJECT TO EASEMENTS
AND RESTRICTIONS OF RECORD.

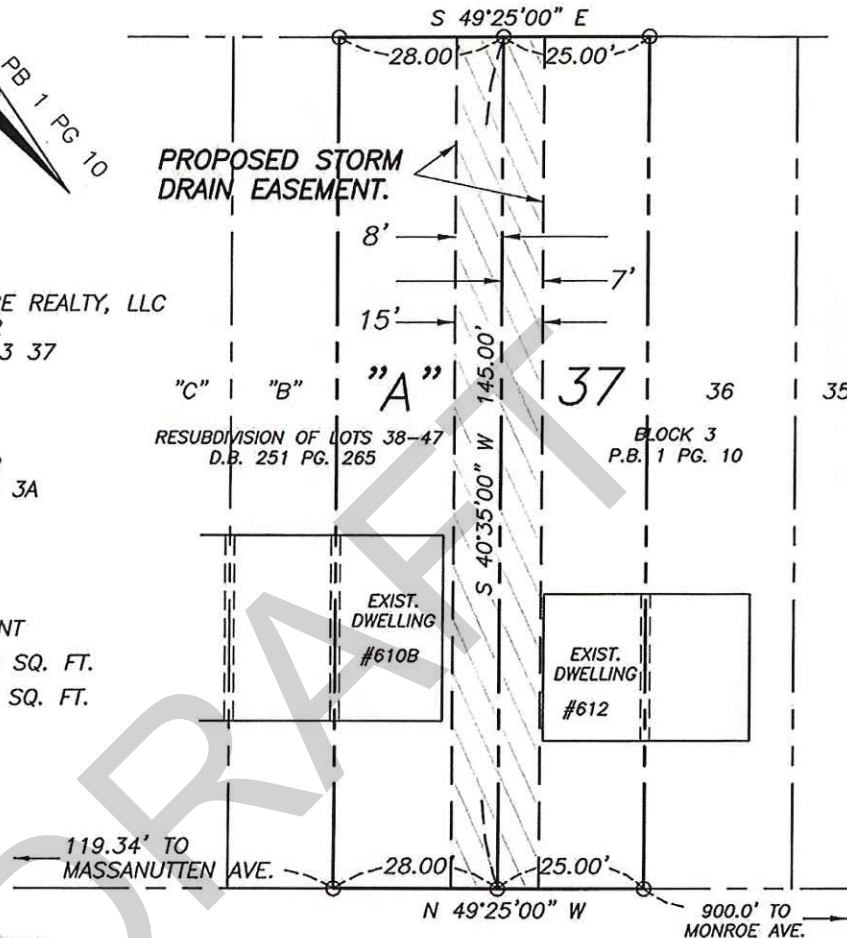


N/F INDUSTRIAL DEVELOPMENT AUTHORITY
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Instr.# 060000383

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N/F INDEPENDENCE REALTY, LLC
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LOT "A"
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AREA OF EASEMENT
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LOT 37 = 1,015 SQ. FT.



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SHOWN HEREON BASED ON
CURRENT FIELD SURVEY.

West 11th STREET
60' WIDE



survey@measure-map.com
540-683-6878

Darryl G. Merchant
Consulting Land Surveyor
P.O. BOX 1508
FRONT ROYAL, VA 22630

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22-F103 DWG. No. AM-1812

PLAT SHOWING PROPOSED STORM DRAIN EASEMENT
PREPARED FOR THE TOWN OF FRONT ROYAL ON

LOT 37 and LOT "A"

(LOT "A" OF THE RESUBDIVISION OF LOTS 38 - 47)

BLOCK 3

ROYAL VILLAGE SUBDIVISION

TOWN OF FRONT ROYAL
WARREN COUNTY, VIRGINIA

DATE: 25 MARCH 2022

SCALE: 1" = 25'

THIS DOCUMENT WAS PREPARED WITHOUT
BENEFIT OF A TITLE EXAM BY:
George M. Sonnett, Jr. (VSB #22418)
Deputy Town Attorney
Town of Front Royal, Virginia 22630

This deed is exempt from taxation under Virginia Code § 58.1-81 I(A)(3).
This deed is exempt from the recordation taxes imposed by § 58.1-801 and § 58.1-803 of the Code of Virginia,
1950, pursuant to § 58.1-811.A.3.

Tax Map Number: #20A1 2 3 37

THIS **DEED OF EASEMENT** for storm water facilities is made and
entered into this ____ day of _____, 2022, by and between **INDEPENDENCE
REALTY, LLC**, herein referred to as “**Grantor**”, and **TOWN OF FRONT
ROYAL, VIRGINIA**, a Municipal Corporation, herein referred to as “**Grantee**”.

WITNESSETH:

THAT for and in consideration of the sum of ONE DOLLAR (\$1.00) cash in
hand paid by the Grantee to the Grantor, and other good and valuable consideration,
receipt whereof is hereby acknowledged, Grantor grants and conveys unto Grantee,
its successors and assigns, the following rights in real property situated in the Town
of Front Royal, Warren County, Virginia, to-wit:

The privilege and easement in perpetuity for rights-of-way to
construct, lay, maintain, repair, inspect, improve, and operate within the easement
strip hereinafter described and referred to, those facilities, works and systems for the
collection, drainage, and transmission of storm water, and/or waste water, over,
upon, across, and under the property of the Grantor known and designated as that **7’
x 145’ portion of LOT 37, Block 3, Royal Village Subdivision, Warren County
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filed and recorded herewith in the Clerk’s Office of the Circuit Court of Warren
County, Virginia, which plat is titled: **“PLAT SHOWING PROPOSED STORM
DRAIN EASEMENT PREPARED FOR THE TOWN OF FRONT ROYAL,
LOT 37 and LOT “A” BLOCK 3 ROYAL VILLAGE SUBDIVISION TOWN
OF FRONT ROYAL WARREN COUNTY, VIRGINIA”**, dated March 25, 2022,
prepared by Darryl G. Merchant, Land Surveyor, signed March 26, 2022.

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

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- (d) Grantee shall have the right to inspect, rebuild, remove, repair, improve and make such changes, alterations, additions to or extensions of its storm water facilities within the boundaries of said easement as are consistent with the purpose expressed herein.
- (e) Grantee shall exercise reasonable care to protect Grantor's property from damage or injury occasioned in the enjoyment of the easements and rights herein granted, and to promptly repair the said property or reimburse Grantor for any property damaged beyond repair completion of any activity by Grantee upon the easement, Grantee shall restore the Property as nearly as possible to its original condition as is practicable, including backfilling, and compaction of trenches, repaving, reseeding or re-sodding of lands, replacement of equipment and facilities of Grantor, removal of trash and debris, and removal of Grantee's equipment, accessories or appurtenances not inconsistent with the construction, maintenance or operation of said sewerage facilities or the exercise of any rights or privileges expressed herein, and will make a good faith effort to minimize any damage. Grantee shall maintain said easement and storm water facilities in such repair as not to endanger or otherwise limit the enjoyment or use of the Property, including ingress, egress or parking in, on and over driveways, roads, or parking lots.
- (f) Grantee may (but is not required to) trim, cut, remove, and keep clear all trees, limbs, undergrowth, and any and all other obstructions, within the said rights-of-way or easement that may in any manner, in Grantee's judgment, endanger or interfere with the proper and efficient operation of the storm water facilities therein or thereon and 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.

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

WITNESS the following signatures and seals:

GRANTOR:

INDEPENDENCE REALTY, LLC

By: [Signature] (SEAL)
STANLEY P. DULL, Member

COMMONWEALTH OF VIRGINIA
COUNTY OF Warren, TO-WIT:

I, GINA CLEGG, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Stanley P. Dull, whose name is signed on the foregoing Deed of Easement has this day personally appeared and acknowledged the same before me in my State and in the County aforesaid.

Given under my hand this 15 day of June, 2022.

My commission expires on the 30 day of April, 2025.



Gina Clegg
NOTARY PUBLIC

The foregoing Deed of Easement is hereby approved, and this conveyance of an interest in real property is hereby accepted, by the Town of Front Royal, all as evidenced by the signature of the undersigned who is authorized to do so by Resolution of the Town of Front Royal adopted on _____.

GRANTEE:

TOWN OF FRONT ROYAL

By: _____ (SEAL)
CHRIS W. HOLLOWAY, Mayor

ATTEST:

Tina Presley, Clerk of Council

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

I, _____, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Chris W. Holloway and Tina Presley, whose names are signed on the foregoing Deed of Easement have each this day personally appeared and acknowledged the same before me in my State and in the County aforesaid.

Given under my hand this ____ day of _____, 2022.

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

NOTARY PUBLIC

APPROVED AS TO FORM:

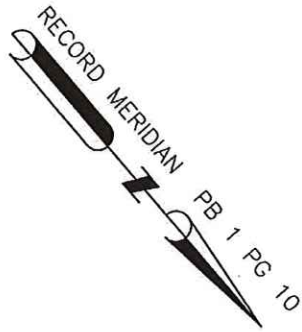


James E. Cornwell
Interim Town Attorney

Date

NO TITLE REPORT FURNISHED.
PLAT SUBJECT TO EASEMENTS
AND RESTRICTIONS OF RECORD.

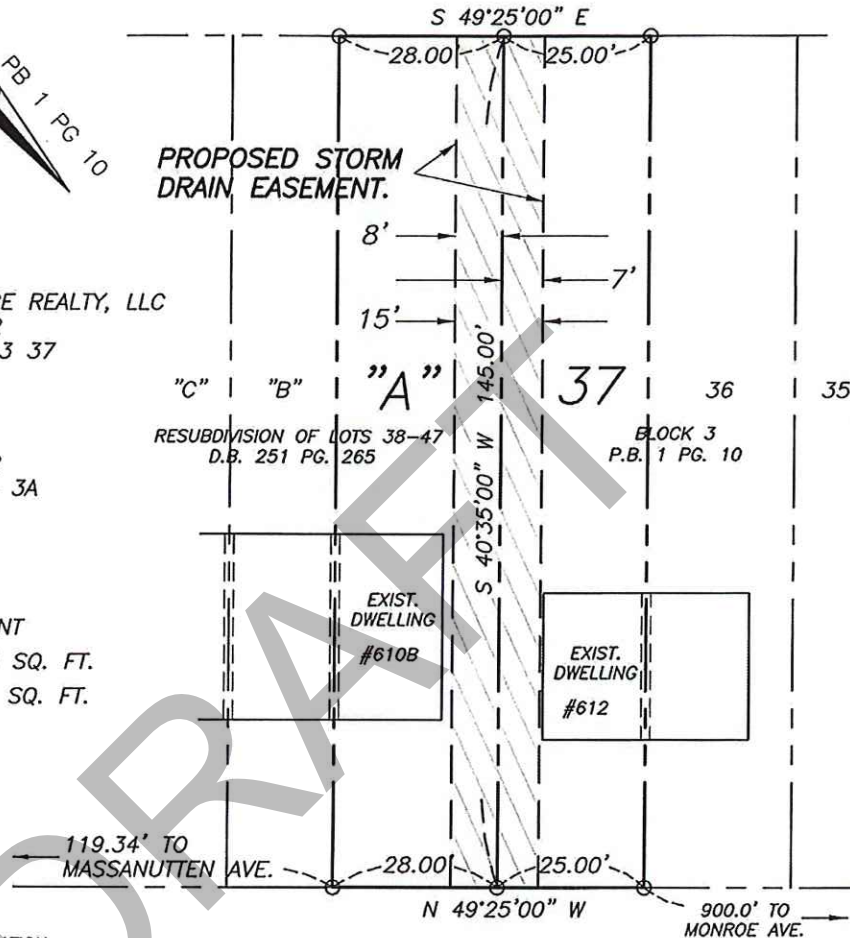
N/F INDUSTRIAL DEVELOPMENT AUTHORITY
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Instr.# 060000383



LOT 37
N/F INDEPENDENCE REALTY, LLC
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60' WIDE



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22-F103 DWG. No. AM-1812

PLAT SHOWING PROPOSED STORM DRAIN EASEMENT
PREPARED FOR THE TOWN OF FRONT ROYAL ON
LOT 37 and LOT "A"
(LOT "A" OF THE RESUBDIVISION OF LOTS 38 - 47)

**BLOCK 3
ROYAL VILLAGE SUBDIVISION**

TOWN OF FRONT ROYAL
WARREN COUNTY, VIRGINIA

DATE: 25 MARCH 2022

SCALE: 1" = 25'

THIS DOCUMENT WAS PREPARED WITHOUT
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Deputy Town Attorney
Town of Front Royal, Virginia 22630

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Tax Map Number: #20A1 3 7C

THIS DEED OF EASEMENT for storm water facilities is made and entered into this ____ day of _____, 2022, by and between **INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, herein referred to as “**Grantor**”, and **TOWN OF FRONT ROYAL, VIRGINIA**, a Municipal Corporation, herein referred to as “**Grantee**”.

WITNESSETH:

THAT for and in consideration of the sum of ONE DOLLAR (\$1.00) cash in hand paid by the Grantee to the Grantor, and other good and valuable consideration, receipt whereof is hereby acknowledged, Grantor grants and conveys unto Grantee, its successors and assigns, the following rights in real property situated in the Town of Front Royal, Warren County, Virginia, to-wit:

The privilege and easement in perpetuity for rights-of-way to construct, lay, maintain, repair, inspect, improve, and operate within the easement strip hereinafter described and referred to, those facilities, works and systems for the collection, drainage, and transmission of storm water, and/or waste water, over, upon, across, and under the property of the Grantor known and designated as a **20’ x 186.07’ area containing approximately 3,721 sq. ft. being that portion of Warren County Tax Map 20A1 3 7C lying entirely within the cross-hatched area marked “PROPOSED STORM DRAIN EASEMENT.”** on that certain plat intended to be filed and recorded herewith in the Clerk’s Office of the Circuit Court of Warren County, Virginia, which plat is titled: **“PLAT SHOWING PROPOSED STORM DRAIN EASEMENT PREPARED FOR THE TOWN OF FRONT**

**ROYAL, ON THE LAND OF THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF
WARREN, VIRGINIA**", dated March 26, 2022, prepared by Darryl G. Merchant,
Land Surveyor, signed March 26, 2022.

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

- (a) Granting of the easements hereinafter described neither expressly or impliedly constitutes any payment, nor the waiver of any obligation for the payment, by Grantor or their successors or assigns, or any cut-in fee or charge, tax, assessment or other charge or obligation whatsoever now due or heretofore due or hereafter to become due and payable to Grantee or to any person, firm or other corporation whatsoever.
- (b) 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 and easements herein contained as may be requisite, trees, large-sized rocks and boulders shall at the expense of Grantee be removed from Grantor's property.
- (c) 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. All lines, pipes, and other equipment and accessories installed or constructed shall remain the property of Grantee.
- (d) Grantee shall have the right to inspect, rebuild, remove, repair, improve and make such changes, alterations, additions to or extensions of its storm water facilities within the boundaries of said easement as are consistent with the purpose expressed herein.
- (e) Grantee shall exercise reasonable care to protect Grantor's property from damage or injury occasioned in the enjoyment of the easements and rights herein granted, and to promptly repair the said property or reimburse Grantor for any property damaged beyond repair completion of any activity by Grantee upon the easement, Grantee shall restore the Property as nearly as possible to its original condition as is practicable, including backfilling, and compaction of trenches, repaving, reseeding or re-sodding of lands, replacement of equipment and facilities of Grantor, removal of trash and debris, and removal of Grantee's equipment, accessories or appurtenances not inconsistent with the construction, maintenance or operation of said sewerage facilities or the exercise of any rights or privileges expressed herein, and will make a good faith effort to minimize any damage. Grantee shall maintain said easement and storm water facilities in such repair as not to endanger or otherwise limit the enjoyment or use of the Property, including ingress, egress or parking in, on and over driveways, roads, or parking lots.

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

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

WITNESS the following signatures and seals:

GRANTOR:

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

By: _____ (SEAL)
JEFFREY BROWNE, Chairman

ATTEST:

Clerk of the Board

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

I, _____, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Jeffrey Browne and _____, whose names are signed on the foregoing Deed of Easement have this day personally appeared and acknowledged the same before me in my State and in the County aforesaid.

Given under my hand this ____ day of _____, 2022.
My commission expires on the ____ day of _____, ____.

NOTARY PUBLIC

The foregoing Deed of Easement is hereby approved, and this conveyance of an interest in real property is hereby accepted, by the Town of Front Royal, all as evidenced by the signature of the undersigned who is authorized to do so by Resolution of the Town of Front Royal adopted on _____.

GRANTEE:

TOWN OF FRONT ROYAL

By: _____ (SEAL)
CHRIS W. HOLLOWAY, Mayor

ATTEST:

Tina Presley, Clerk of Council

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

I, _____, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Chris W. Holloway and Tina Presley, whose names are signed on the foregoing Deed of Easement have each this day personally appeared and acknowledged the same before me in my State and in the County aforesaid.

Given under my hand this ____ day of _____, 2022.
My commission expires on the ____ day of _____, ____.

NOTARY PUBLIC

APPROVED AS TO FORM:

James E. Cornwell
Interim Town Attorney

Date

DRAFT

NOTES:

- 1. NO TITLE REPORT FURNISHED.
PLAT SUBJECT TO EASEMENTS
AND RESTRICTIONS OF RECORD.
- 2. PLAT REF.: SLIDE 218-D
- 3. DEED REF: Instr# 060000383
- 4. TAX MAP REF.: 20A1 3 7C

MONROE AVENUE

Instr# 030001131

N 34°42'20" E 125.00'

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

Instr# 060000383

Tax Map 20A1 3 7C
4.5486 ACRES

ROYAL VILLAGE SUBD. - BLOCK 3
P.B. 1 PG. 10 | - DB. 251 | PG. 265
36 37 "A"

S 55°17'40" E

914.18'

23.26'

PROPOSED STORM DRAIN EASEMENT

N 65°24'06" E 186.07'

S 65°24'06" W 186.07'

VA. STATE GRID NORTH ZONE

784.07'

20.0'

23.26'

397.68'

N 55°17'40" W 1405.01'

PIN
FD.

N:7022942.727
E:11566047.591

KENDRICK LANE 80' WIDE



BOUNDARY INFORMATION
SHOWN HEREON BASED
ON CURRENT FIELD SURVEY.

0' 25' 50' 75'



SCALE IN FEET

PLAT SHOWING PROPOSED STORM DRAIN EASEMENT
PREPARED FOR THE TOWN OF FRONT ROYAL
ON THE LAND OF THE

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

TOWN OF FRONT ROYAL - WARREN COUNTY, VIRGINIA

DATE: 26 MARCH 2022

SCALE: 1" = 25'

survey@measure-map.com
540-683-6878

Darryl G. Merchant

Consulting Land Surveyor
P.O. BOX 1508
FRONT ROYAL, VA 22630

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22-F103

DWG. No. AM-1813



Council Consent Agenda Statement

Item # 10K

Meeting Date: June 27, 2022

Agenda Item: Appointment of Joint Towing Advisory Board

Summary: Council approved an ordinance (Chapter 158-54 – 158-69) on November 27, 2017, enacting “Law Enforcement Requested Towing” that initiated the appointment of a Joint Towing Advisory Board. The By-Laws for the Board were approved by the Board of Supervisors (BOS) on February 20, 2018, and Town Council on March 26, 2018. Per the By-Laws, Town Council and BOS are requested to appoint three (3) representatives from the towing and recovery business, three (3) law enforcement members and one citizen member to the Joint Towing Advisory Board to 4-year terms ending June 25, 2026 (By-laws Article 2). Proposed members to the new four (4) year term beginning June 26, 2022, are:

- Sergeant David Fogle – Front Royal Police Department
- Captain Robert Mumaw – Warren County Sheriff’s Office
- Sergeant Brian Davis – Virginia State Police
- Emily Ciarrocchi – Citizen
- Gloria Knott – Keens Towing
- Louis C. “Peanut” Tharpe – Tharpe’s Towing
- Alan Crawford - Midway Towing

Budget/Funding: N/A

Meetings: Work Session held June 13, 2022

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 appoint the following members to the Joint Towing Advisory Board to 4-year terms beginning June 26, 2022 and ending June 26, 2026.

- Sergeant David Fogle – Front Royal Police Department
- Captain Robert Mumaw – Warren County Sheriffs Office
- Sergeant Brian Davis – Virginia State Police
- Emily Ciarrocchi – Citizen
- Gloria Knott – Keens Towing
- Louis C. “Peanut” Tharpe – Tharpe’s Towing
- Alan Crawford - Midway Towing

Moved _____ Seconded _____

Cockrell _____ Gillispie _____ Jackson _____ McFadden _____ Morris _____ Thompson _____



Council Consent Agenda Statement

Item # 10L

Meeting Date: June 27, 2022

Agenda Item: Designation of Councilmember and Town Staff to the Discover Front Royal Board

Summary: Per the Front Royal-Warren County Joint Tourism Agreement Section III approved April 6, 2022, Council is requested to designate one member of Council and one member of Town Staff to the Discover Front Royal Board as non-voting members. Council is requested to designate Elizabeth Lewis, Town's Special Events Coordinator, as the Town Staff representative and Councilwoman Letasha Thompson as the councilmember representative to the Discover Front Royal Board as non-voting members.

Budget/Funding: N/A

Meetings: Work Session held June 13, 2022

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 designate Councilwoman Letasha Thompson and Special Events Coordinator Elizabeth Lewis to the Discover Front Royal Board as non-voting members.

Moved _____ Seconded _____

Cockrell _____ Gillispie _____ Jackson _____ McFadden _____ Morris _____ Thompson _____



Council Agenda Statement

Item #11

Meeting Date: June 27, 2022

Agenda Item: Resolution for Town of Front Royal Employee Appreciation Day

Summary: Council is requested to approve a Resolution that identifies July 21, 2022 at Town Employee Appreciation Day in the Town of Front Royal.

Budget/Funding: N/A

Meetings: Work Session held June 13, 2022

Proposed Motion: I move that Council approve a Resolution identifying July 21, 2022 at Town Employee Appreciation Day in the Town of Front Royal.

Moved _____ *Seconded* _____

Cockrell _____ *Gillispie* _____ *Jackson* _____ *McFadden* _____ *Morris* _____ *Thompson* _____



**RESOLUTION FOR
EMPLOYEE APPRECIATION DAY
July 21, 2022**



WHEREAS, the Town of Front Royal has 166 full and part-time employees; and,

WHEREAS, Town employees are recognized as professionals who provide quality service to our community during these ever-changing times; and,

WHEREAS, Town employees continue to face many challenges but continue to excel in the workplace by demonstrating dependability, initiative, and accountability to the community and to each other; and,

NOW, THEREFORE BE IT RESOLVED by the Vice Mayor and Town Council of the Town of Front Royal, Virginia hereby express deep and sincere appreciation to the all the employees of the Town of Front Royal for their dedication, service, and vital contributions to the citizens of Front Royal; and,

BE IT FURTHER RESOLVED that July 21, 2022, be designated as "*Employee Appreciation Day*" for all the employees of the Town of Front Royal.

APPROVED:

Chris W. Holloway Mayor

Attest:

Tina L. Presley, Clerk of Council

THIS RESOLUTION was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on _____, 2022 upon the following recorded vote:

Lori A. Cockrell __ Yes __ No

Amber F. Morris __ Yes __ No

Gary L. Gillispie __ Yes __ No

Letasha T. Thompson __ Yes __ No

Zachary Jackson __ Yes __ No

Joseph E. McFadden __ Yes __ No

Approved as to Form and Legality:

George Sonnett, Deputy Town Attorney

Dated: _____



Council Agenda Statement

Item #12

Meeting Date: June 27, 2022

CLOSED MEETING

Motion to Go into Closed Meeting

I move that Town Council convene and go into Closed Meeting for the discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, specific to the Town Manager Evaluation, pursuant to §2.2-3711. A.1 of the Code of Virginia.

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

I move that 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.

Moved _____ Seconded _____

Cockrell _____ Gillispie _____ Jackson _____ McFadden _____ Morris _____ Thompson _____