



JOINT WORK SESSION WITH TOWN COUNCIL AND PLANNING COMMISSION

Tuesday, August 16, 2022 @ 6:30pm in the Town Hall Conference Room

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

1. Update on the Comprehensive Plan from Summit Engineering, Inc. — *Lauren Kopishke*
2. Adjourn

TOWN COUNCIL SPECIAL WORK SESSION

Immediately following the Joint Meeting

1. Continued Discussion on the Power Purchase Portfolio — *Mary Ellen Lynn*
2. Blight Abatement Program - Hotels — *Chief Magalis/Lauren Kopishke*
3. Continued Discussion of Condemnation Resolution for Redundant Waterline in 522 N Corridor — *K Leidich*
4. Closed Meeting — Personnel and Consultation with Legal Counsel
5. Adjourn



Joint Work Session Agenda Statement

Item # 01

Meeting Date: August 16, 2022

Agenda Item: Comprehensive Plan Update

Summary: Summit will be presenting an update on the Comprehensive Plan Draft.

Budget/Funding: TBD

Staff Recommendation: N/A

SPECIAL WORK SESSION



Special Work Session Agenda Statement

Item # 01

Meeting Date: August 16, 2022

Agenda Item: Continued Discussion of Power Purchase Portfolio

Summary: At the June 13th Work Session, Town Staff, with the support of GDS Associates, Inc. and American Municipal Power presented Council with a future look at the wholesale power market and how it could impact the Town.

Council approved moving forward with GDS Associates, Inc's power purchase portfolio strategy for the 2023-2025 timeframe. Since then, GDS has determined the appropriate block sizing for the Town's load profile, obtained & evaluated indicative pricing.

Budget/Funding: N/A

Staff Recommendation: Town Staff will be prepared with a Resolution to include recommended block sizing & not-to-exceed pricing based on indicatives and market movement to be passed at the August 22nd Regular Council Meeting.



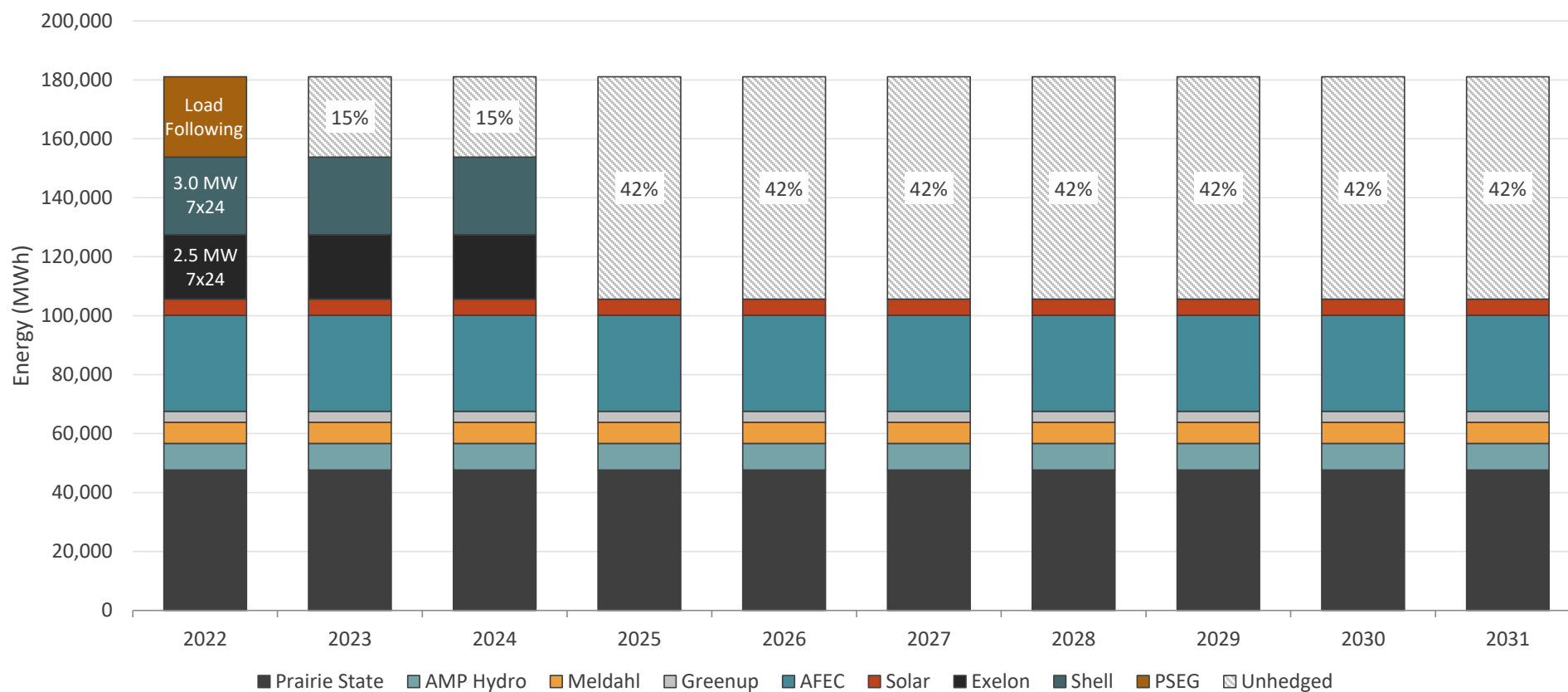
PRESENTED BY GDS ASSOCIATES, INC.

TOWN OF FRONT ROYAL, VA

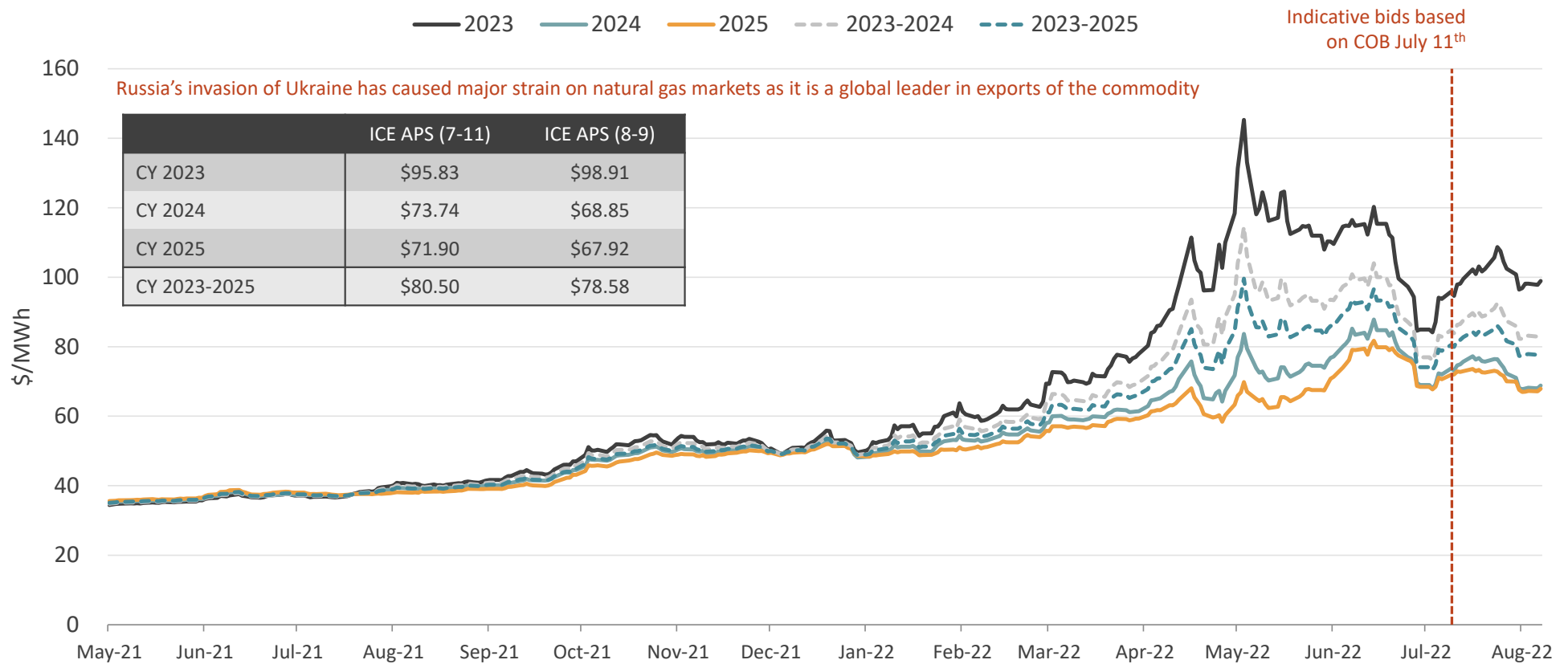
Power Supply RFP – Not to Exceed Authorization

August 2022

ANNUAL ENERGY PORTFOLIO



INDICATIVE RFP RESULTS & MARKET PRICE FORWARD MOVEMENT



GDSASSOCIATES.COM



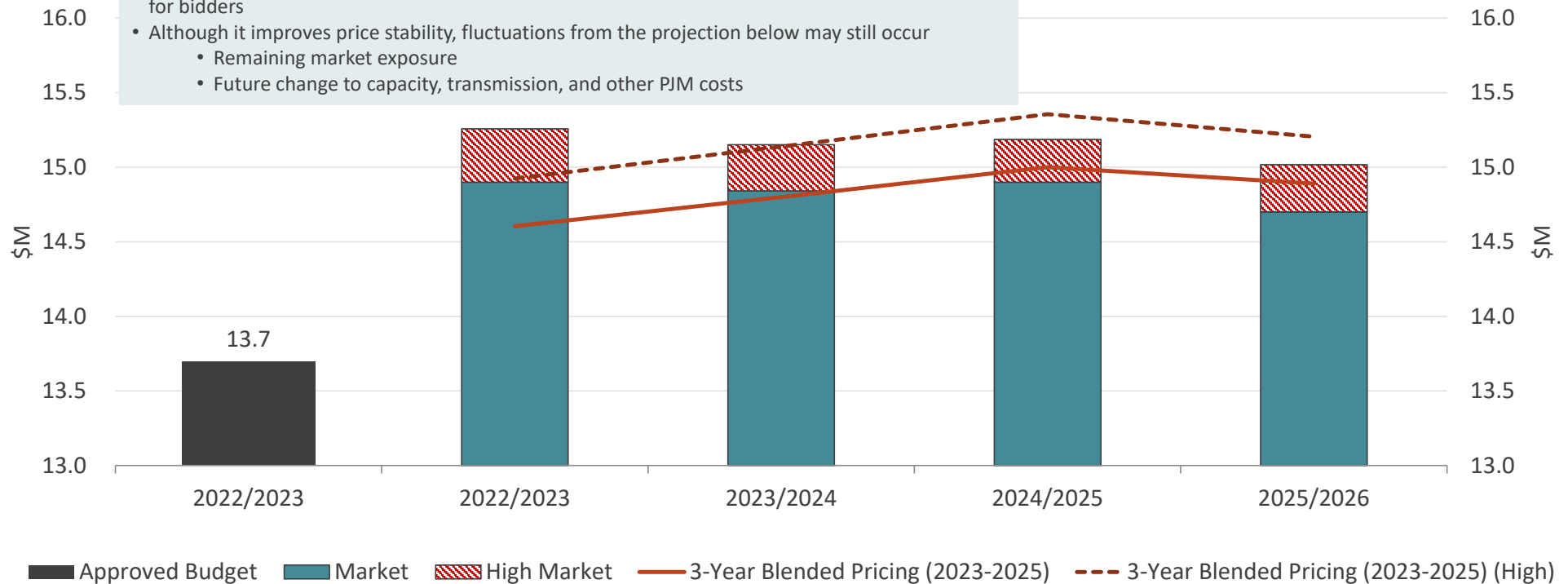
Forward pricing reflects APS Zone

WHOLESALE COST PROJECTION

ASSUMING 3-YEAR SEASONAL HEDGE

3-YEAR HEDGE CONSIDERATIONS

- Single transaction for multiple years supply promotes price stability
- Blending 2023 pricing with lower-volatility delivery years could create more attractive products for bidders
- Although it improves price stability, fluctuations from the projection below may still occur
 - Remaining market exposure
 - Future change to capacity, transmission, and other PJM costs



GDS ASSOCIATES.COM



1/ Base Case rates represent pricing received as of 7/11 and assumes other charges (PJM transmission, capacity, etc) are kept constant based on 2022; High Market assumes updated market prices based on recent market review and escalated transmission costs; All costs are subject to change based on market movement

TOWN OF FRONT ROYAL, VIRGINIA

RESOLUTION NO. _____

TO AUTHORIZE GDS ASSOCIATES TO
EXECUTE THE 2023-2025 FIXED VOLUME ENERGY SUPPLY SCHEDULE WITH AMERICAN
MUNICIPAL POWER, INC. ("AMP")

WHEREAS, the Town of Front Royal, Virginia ("Municipality") owns and operates an electric utility system for the sale of electric capacity and associated energy for the benefit of its citizens and taxpayers; and

WHEREAS, in order to satisfy the electric capacity and energy requirements of its electric utility system, Municipality has heretofore purchased, or desires to purchase in the future, economical, reliable and environmentally sound capacity and energy and related services, recommended and arranged by GDS Associates, from American Municipal Power, Inc. ("AMP"), of which Municipality is a member; and

WHEREAS, AMP is an Ohio nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric capacity and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP members ("Members"), such Members, including Municipality, being political subdivisions that operate municipal electric utility systems; and

WHEREAS, Municipality has previously entered into a Master Services Agreement with AMP, AMP Contract No. C-12-2007-6255, which contemplates that Municipality shall enter into various schedules for the provision of capacity and associated energy and related services from AMP to Municipality; and

WHEREAS, GDS Associates via AMP will negotiate with one or more reputable and financially sound third-party energy suppliers to enter into an agreement(s) to purchase electric energy in various megawatt ("MW") or megawatt-hour ("MWh") blocks for a term beginning on January 1, 2023 and ending no later than December 31, 2025, all of which will provide an economical source of electric energy (herein "Long-Term Energy Purchase(s)") for Municipality;

WHEREAS, GDS Associates via AMP, on behalf of the Municipality, desires to purchase from third-party supplier(s) and then to resell the energy available from these Long-Term Energy Purchase(s) on a long-term basis to Municipality at contract cost (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs, or AMP service fees) not to exceed [REDACTED] per MWh, for the following seasonal block purchases;

Term	Delivery Months	Seasonal block size	Type	Supplier
1/1/2023 – 12/31/2025	January, February, December	6 MW	7x24	TBD
1/1/2023 – 12/31/2025	July, August	4 MW	5x16	TBD

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA

SECTION 1. That the Town Manager or Town Manager’s Designee be authorized to execute the 2023-2025 FIXED VOLUME ENERGY SUPPLY SCHEDULE and to acquire the Municipality’s energy from one or more Long-Term Energy Purchase(s), each with a term beginning on January 1, 2023 and ending no later than December 31, 2025, and with a third-party contract price (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs, or AMP service fees) not to exceed [REDACTED] per MWh for purchases, from AMP, and is further authorized to execute and deliver any and all documents necessary to participate in one or more Long-Term Energy Purchase(s), pursuant to the conditions set forth herein, as set forth in the 2023-2025 FIXED VOLUME ENERGY SUPPLY SCHEDULE as recommended by GDS Associates.

SECTION 2. That competitive bidding is not required on the Municipality’s acquisition of its right to secure energy under the 2023-2025 FIXED VOLUME ENERGY SUPPLY SCHEDULE, and in the event any competitive bidding requirements are applicable, any such competitive bidding requirements that might otherwise be applicable are hereby waived.

SECTION 3. That is it found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of a quorum of the Council, and that all deliberations of this Council and of any its committees that resulted in such formal action, were held in meetings open to the public, in compliance with all legal requirements.

SECTION 4. If any section, subsection, paragraph, clause or provision or any part thereof of this shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 5. That this Resolution shall take effect at the earliest date allowed by law.



Special Work Session Agenda Statement

Item # 02

Meeting Date: August 16, 2022

Agenda Item: Blight Abatement Program-Hotels

Summary: Discussion of current enforcement problems occurring in the Towns motels/hotels related to long term residency. Presentation of possible code amendments, inspections, and interagency cooperation to mitigate effects on community as a whole.

Budget/Funding: TBD

Staff Recommendation: N/A

Motel 6 - 141 W. 15th St.

July 01, 2021 - July 01, 2022 - Total CFS by Nature

Nature	Count of Nature
Assist Other Ag	1
CIVIL	2
Disturbance	1
DOMESTIC	1
Drug Surveillance	1
Drunkenness	1
Harassment	1
Miscellaneous	1
Missing Adult	1
MISSING CHILD	1
Noise	1
Overdose	2
PROPERTY DAMAGE	1
Repossession	2
Suicidal	1
THREATS	1
Wanted Person	3

22

Twilight Motel - 53 W. 14th St.

July 01, 2021 - July 01, 2022 - Total CFS by Nature

Nature	Count of Nature
Assault	1
Assist other Agency	1
BOL	1
Civil	1
Customer Problem	1
Disturbance	2
Domestic	1
Drugs	1
Drug Surveillance	3
Drunkenness	1
Open Door	1
Prostitution	1
Repossession	1
Stolen Vehicle	1
Suspicious	1
Wanted Person	1
Welfare Check	1

20

Hampton Inn - 9800 Winchester Rd.

July 01, 2021 - July 01, 2022 - Total CFS by Nature

Nature	Count of Nature
911 Hang Up	3
Assist Fire/EMS	1
BOL	2
Consensual Encounter	1
Customer Problem	1
Domestic	1
Drugs	1
Drug Surveillance	1
Fight	1
Hit and Run	1
Larceny	2
Property Damage	2
Sex Offense	1
Suspicious	1
Suspicious Vehicle	5
Theft from Vehicle	1
Unauthorized Use	1

26

Parkside Inn - 541 S. Royal Ave.

July 01, 2021 - July 01, 2022 - Total CFS by Nature

Nature	Count of Nature
Animal Problem	1
Assault	1
Assist other Agency	1
Breaking & Entering	1
Child Abuse	1
Civil	1
DOA	1
Disturbance	1
Domestic	4
Drugs	3
Drug Surveillance	2
Fight	1
Juvenile Problem	1
Larceny	1
Miscellaneous	1
Missing Child	1
Neighbor Problem	1
Pedestrian Struck	1
Probation Violation	1
Remove Subject	1
Repossession	1
Suicidal	1
Suspicious	1
Trespassing	2
Wanted Person	2
Welfare Check	7

40

Royal Inn - 533 S. Royal Ave.

July 01, 2021 - July 01, 2022 - Total CFS by Nature

Nature	Count of Nature
Assault	1
Assist Fire/EMS	1
Assist other Agency	2
Attempted Buy	1
Civil	1
Consensual Encounter	1
Disturbance	7
Domestic	8
Drugs	4
Drug Surveillance	5
Drunkenness	2
ECO/TDO	1
EPO Service	1
Fraud	1
Information	2
Larceny	4
Mental	3
Noise	3
Overdose	2
Probation Violation	2
Remove Subject	2
Return Phone	1
Suicidal	1
Suspicious	1
Suspicious Vehicle	1
Threats	1
Violate EPO	2
Wanted Person	7
Welfare Check	7

75

Relax Inn - 1525 N. Shenandoah Ave.

July 01, 2021 - July 01, 2022 - Total CFS by Nature

Nature	Count of Nature
911 Hang Up	1
BOL	1
Disturbance	2
Drug Surveillance	1
Miscellaneous	1
Noise	1
REMOVE SUBJECT	1

8

Super 8 - 111 South St.

July 01, 2021 - July 01, 2022 - Total CFS by Nature

Nature	Count of Nature
Assist Fire/EMS	1
Assist Other Ag	3
Barking Dog	1
Civil	1
Customer Proble	1
Disturbance	1
Domestic	3
Drug Surveillance	1
Found Property	1
LARCENY	1
Mental	2
MISSING ADULT	1
Noise	1
Suicidal	1
Traffic Stop	5
Wanted Person	2

26

Gateway Inn - 1400 N. Shenandoah Ave.

July 01, 2021 - July 01, 2022 - Total CFS by Nature

Nature	Count of Nature
911 Hang Up	1
Assist Fire/EMS	4
Assist other Agency	8
BOL	1
Civil	1
Customer Problem	3
Disturbance	2
Domestic	9
Drugs	3
Drug Surveillance	3
Drunkenness	2
ECO/TDO	1
Larceny	2
Mental	1
Overdose	4
Probation Violation	1
Prostitution	1
Rape	1
Remove Subject	7
Sex Offender	1
Suspicious	2
Suspicious Vehicle	1
Threats	1
Wanted Person	6
Welfare Check	2

68

Baymont Inn - 10 S. Commerce Ave.

July 01, 2021 - July 01, 2022 - Total CFS by Nature

Nature	Count of Nature
911 Hang Up	5
Assault	1
Assist other Agency	1
Attempted Buy	1
BOL	1
Child Endangerment	2
CI Buys	4
Community Assist	1
Consensual Encounter	3
Customer Problem	7
Disturbance	2
Domestic	5
Drug Surveillance	7
Drunkenness	2
ECO/TDO	2
Harassment	2
ID Theft	1
Information	1
Juvenile Problem	1
Larceny	2
Mental	1
Open Line	2
Overdose	3
Parking Problem	1
Probation Violation	1
Rape	1
Remove Subject	6
Repossession	3
Return Phone	2
Suicidal	1
Suspicious	2
Wanted Person	6
Welfare Check	5

85

Budget Inn - 1122 N. Royal Ave.

July 01, 2021 - July 01, 2022 - Total CFS by Nature

Nature	Count of Nature
Arrests	4
Assault	1
Assist Fire/EMS	4
Assist other Agency	2
Barking Dog	1
Breaking & Entering	3
CI Buys	5
Civil	10
Consensual Encounter	2
Customer Problem	5
Disabled Vehicle	2
Disturbance	2
Domestic	3
Drugs	4
Drug Surveillance	4
Drunkenness	1
DUI/DUID	2
Fight	1
4th Waiver Search	1
Harassment	1
Information	1
Larceny	6
Mental	1
Miscellaneous	1
Overdose	1
Remove Subject	11
Repossession	2
Search Warrant Execution	1
Stolen Vehicle	1
Suicidal	1
Suspicious	5
Threats	3
Thefts from Vehicle	1
Tow Private Pro	1
Trespassing	4
Violate EPO	1
Wanted Person	9
Welfare Check	3

111

Skyline Motel - 622 S. Royal Ave.

July 01, 2021 - July 01, 2022 - Total CFS by Nature

Nature	Count of Nature
Assist other Agency	2
BOL	1
Civil	10
Customer Problem	2
DOA	2
Dog at Large	1
Domestic	4
Drugs	1
Drug Surveillance	1
Drunkenness	2
Fight	1
Found Property	1
Fraud	1
Harrassment	2
Landlord Problem	1
Larceny	3
Mental	2
Miscellaneous	1
Missing Adult	1
Neighbor Problem	1
Noise	4
Overdose	1
Remove Subject	1
Sex Offender	1
Suspicious	2
Theft from Vehicle	1
Threats	1
Trespassing	6
Vandalism	2
Wanted Person	1
Welfare Check	6

66

Blue Ridge Motel - 1370 N Shenandoah Ave

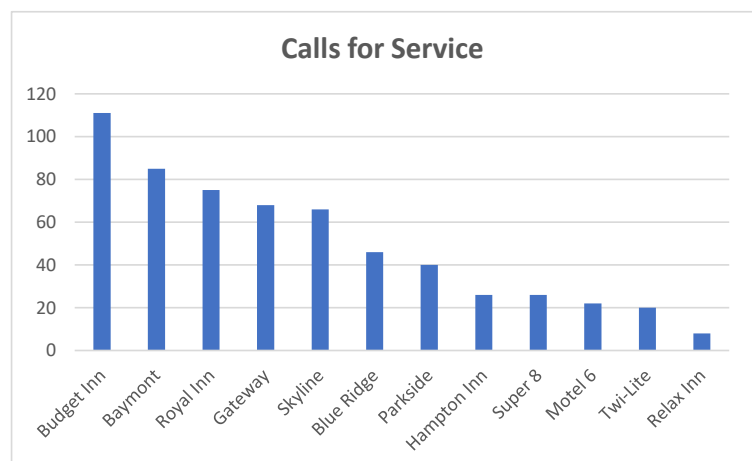
July 01, 2021 - July 01, 2022 - Total CFS by Nature

Nature	Count of Nature
911 Hang Up	1
Assist Fire/EMS	1
Assist other Agency	1
Attempted Buys	2
CI Buys	2
Consensual Encounter	1
Customer Problem	2
Destruction of Property	1
Disturbance	1
Domestic	1
Drugs	1
Drug Surveillance	3
Drunkenness	4
ECO/TDO	1
Harassment	1
Larceny	3
Miscellaneous	1
Obstruction	1
Probation Violation	1
Property Damage	1
Scam	1
Sex Offender	2
Suicidal	4
Suspicious	2
Suspicious Vehicle	1
Wanted Person	3
Welfare Check	3

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Budget Inn	111	North
Baymont	85	South
Royal Inn	75	South
Gateway	68	North
Skyline	66	North
Blue Ridge	46	North
Parkside	40	South
Hampton Inn	26	North
Super 8	26	South
Motel 6	22	North
Tw-Lite	20	North
Relax Inn	8	North

593



Town Hotels-Long Term Residency Issues

Police Calls to Town Hotels

Hotel	# of Calls
Budget Inn	111
Baymont	85
Royal Inn	75
Gateway	68
Skyline	66
Blue Ridge	46
Parkside	40
Hampton Inn	26
Super 8	26
Motel 6	22
Twilight	20
Relax Inn	8
Total	593

Considerations

Who are the
stakeholders?

Code Changes

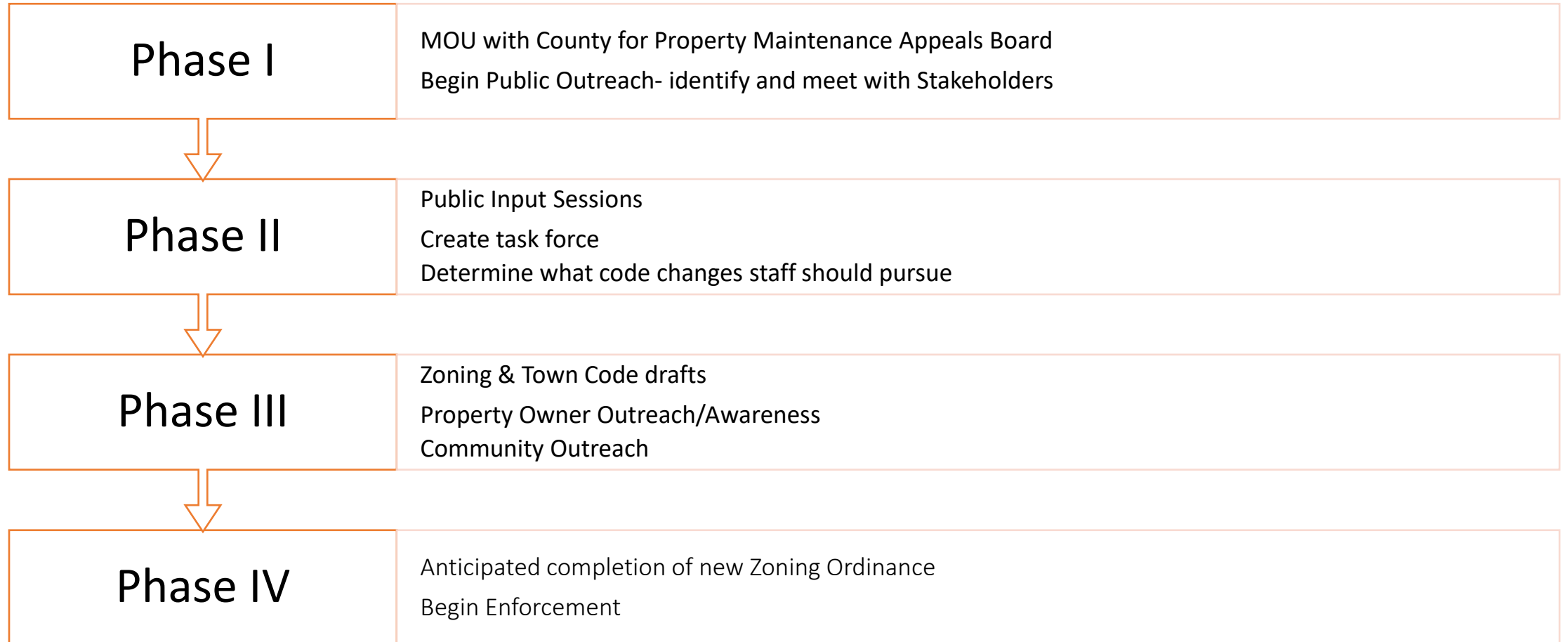
Staffing

Community Impacts

Public
Outreach/Awareness

Police Calls

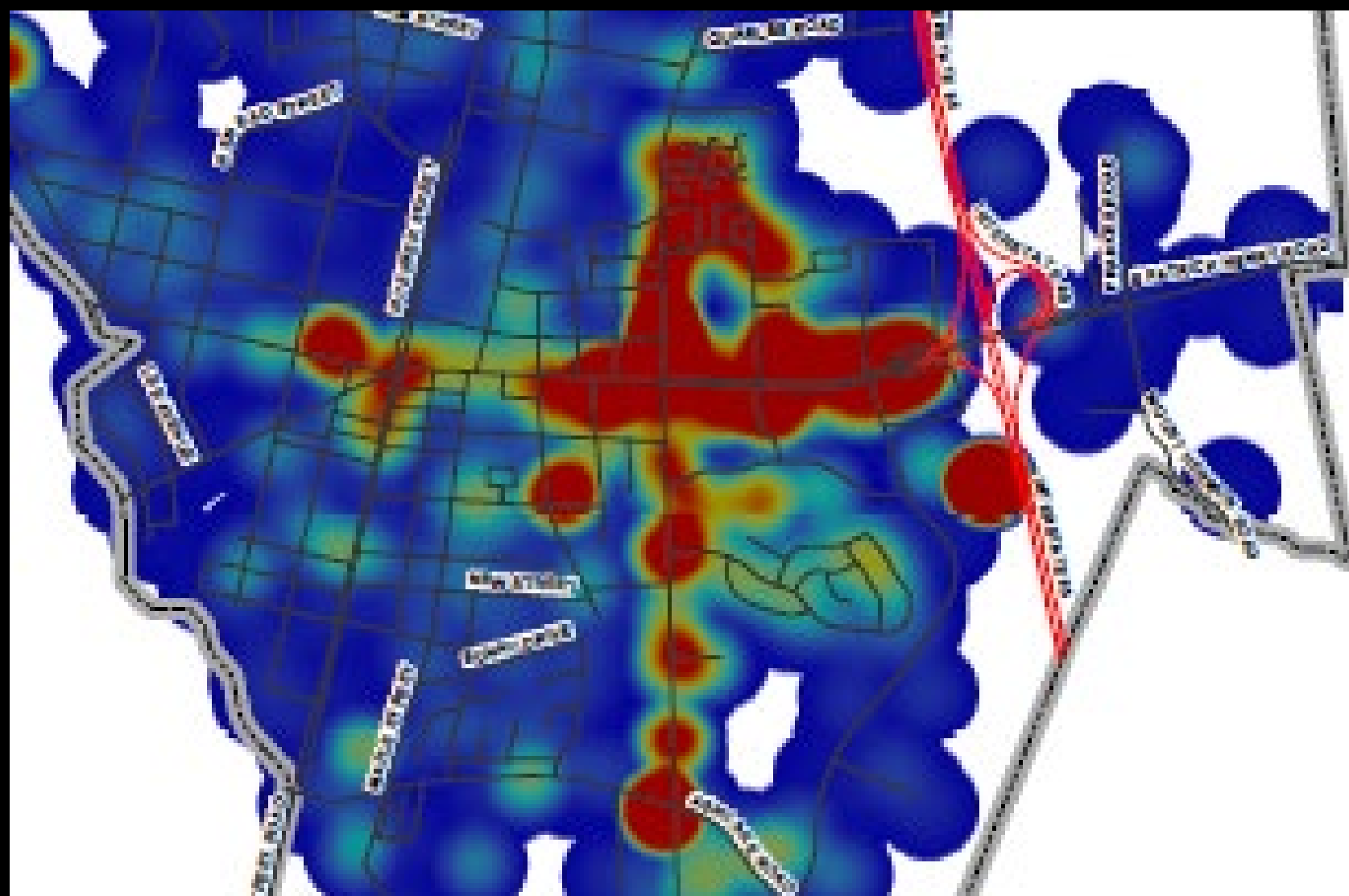
Phased Approach



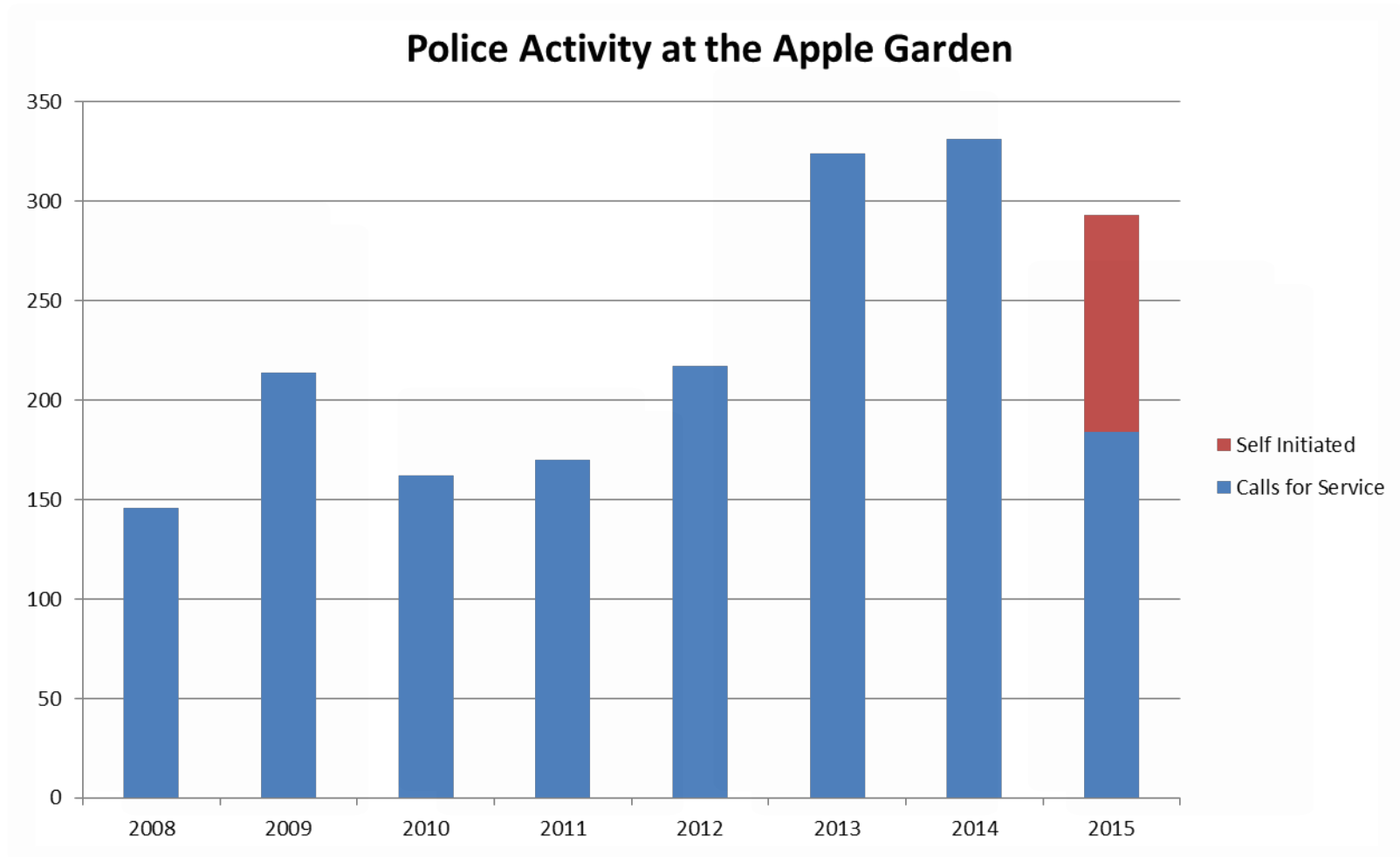




Ashland Motels and Issues Associated with Long Term Residency

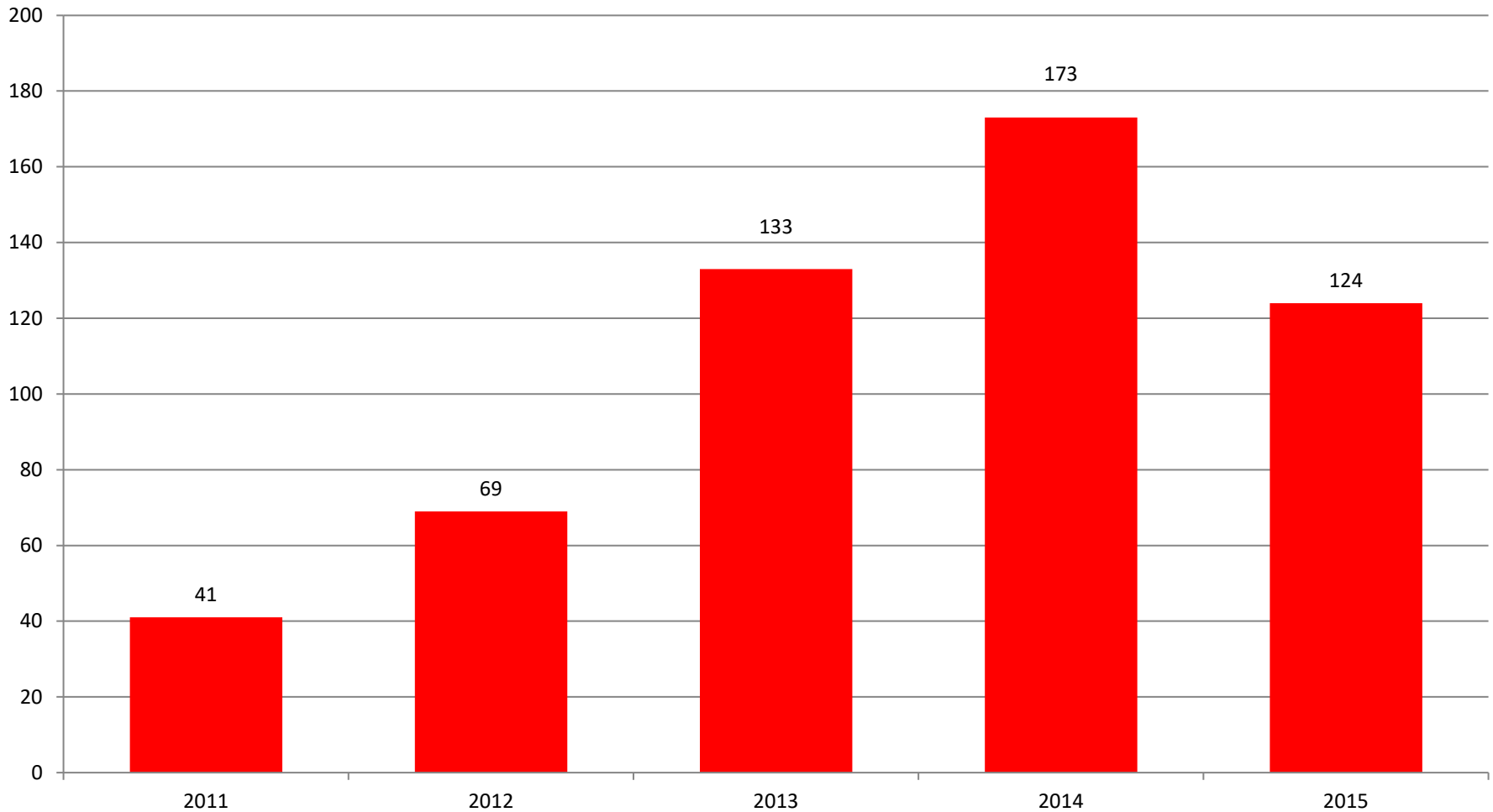


#2 Call Location in Town



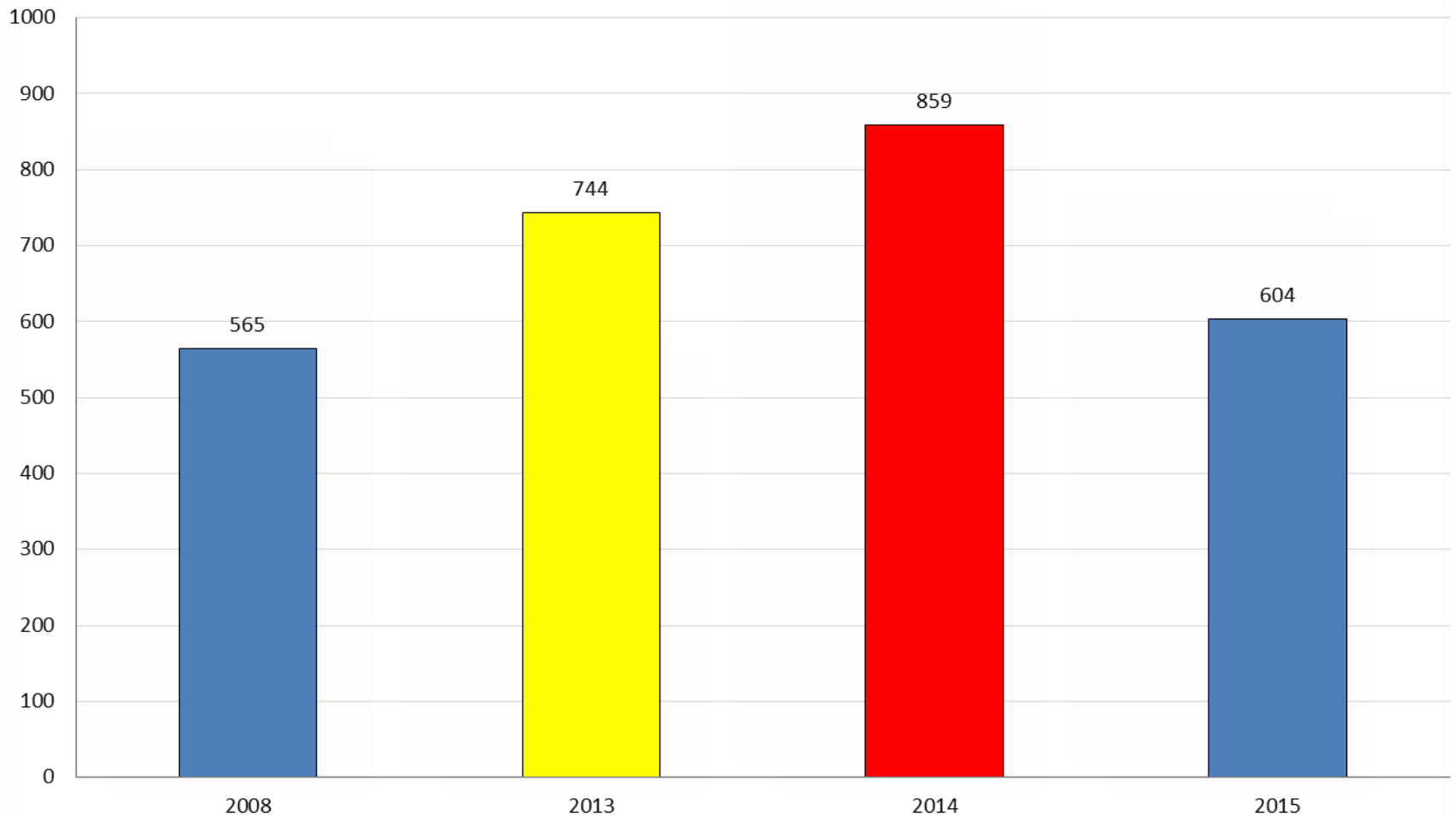
#3 Call Location in Town

Police Calls at the Motel 6

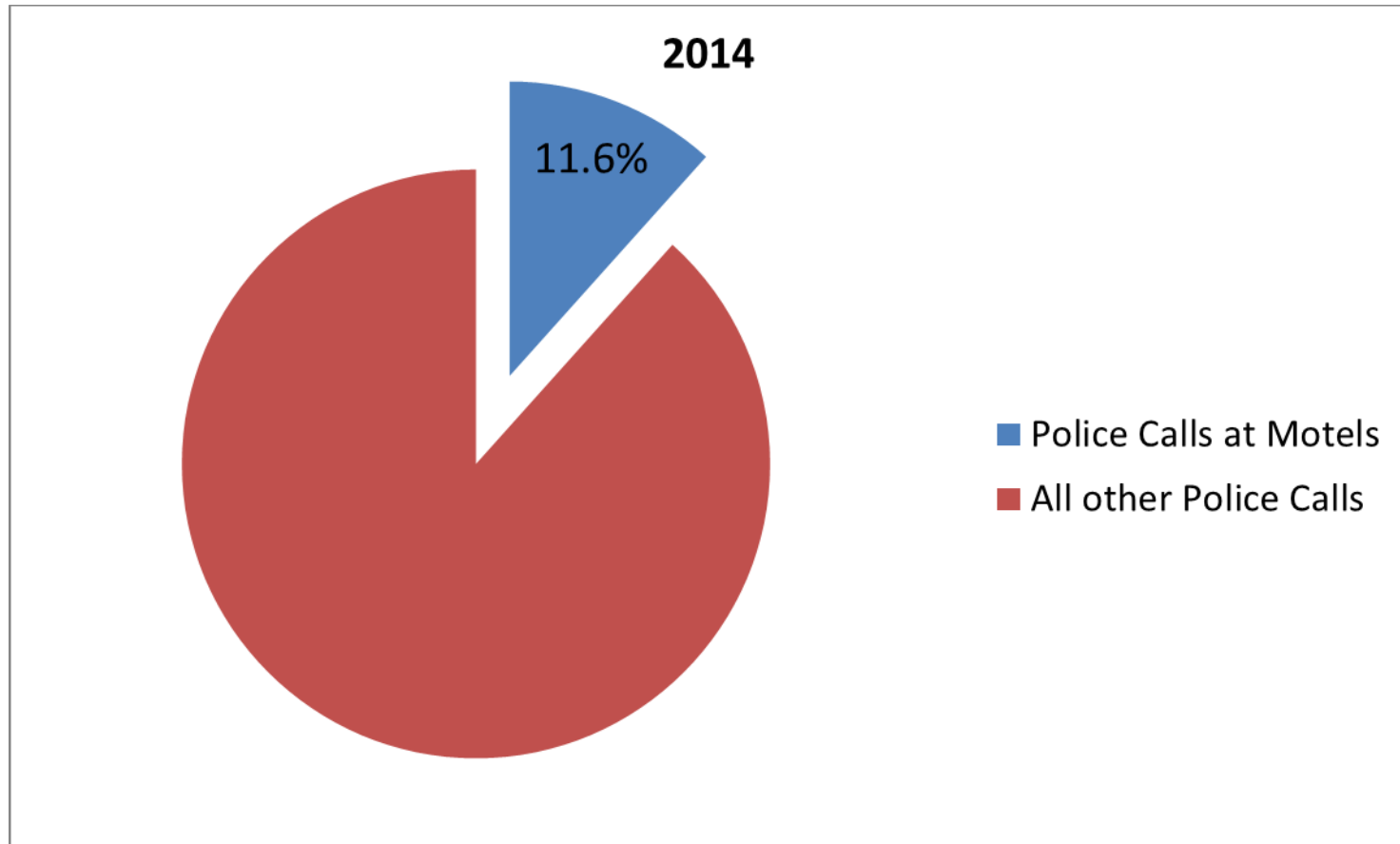


Total trend...

Police Calls at Motels

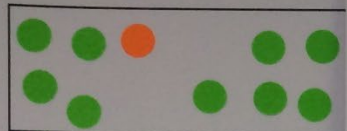
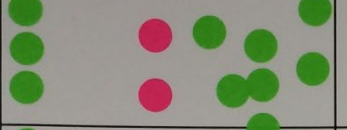
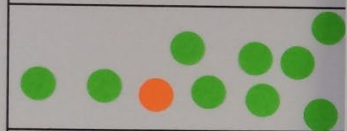
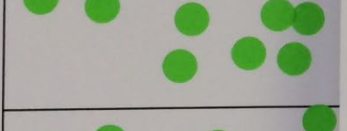
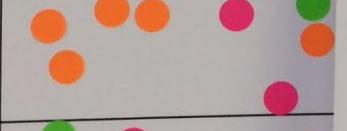
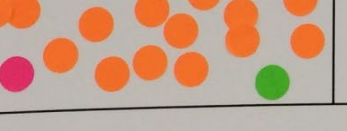


Growth of Police Calls



Process

- Position paper presented to Council in the fall of 2014 ([October 21, 2014](#))
- Town Manager provided direction to staff to pursue meetings with various stakeholders to include neighboring businesses, churches, those living in motels, and hotel management.
- From December 1, 2014 – November 13, 2015 we participated in over 20 meetings with well over 150 unique individuals in attendance.
- Three Major Stakeholder Meetings with Faith Leaders:
 - March 12, 2014 hosted by the Ashland Church of God
 - April 16, 2015 hosted by Shiloh Baptist Church
 - May 28, 2015 hosted by St. Ann's Catholic Church
- Additional presentations provided to business groups
- Ordinance passed November 17, 2015
- Followed up with an FAQ with motel owners in spring of 2016

		Require all adult guests to present a government issued photo ID at the front desk when registering.
		Requiring all guest and visitors to be at least 21 years old to rent a room unless accompanied by a parent or legal guardian.
		Require all motels to maintain a guest ledger, either in paper or digital, to maintain an accurate registry of guests.
		Require that a manager be on the property at all times.
		Limiting occupancy to no more than 30 days in a 90-day period.
		Limiting occupancy to no more than 90 days in a 6-month period.
		Requiring that all motels with at least 25 rooms or more maintain a Health permit from the State Health Department that is applicable to <u>all</u> rooms.
		Requiring a local town license specifically for motels that includes minimum standards for security, sanitation, and proper management.
		Seeking cost recovery for excessive calls for service at problem motels. (i.e. charging a fee for police calls that exceed a predetermined norm).
		Allowing each motel to only designate 5-10% of their rooms for long-term guests (over 30 days).

Code: 50,000' View

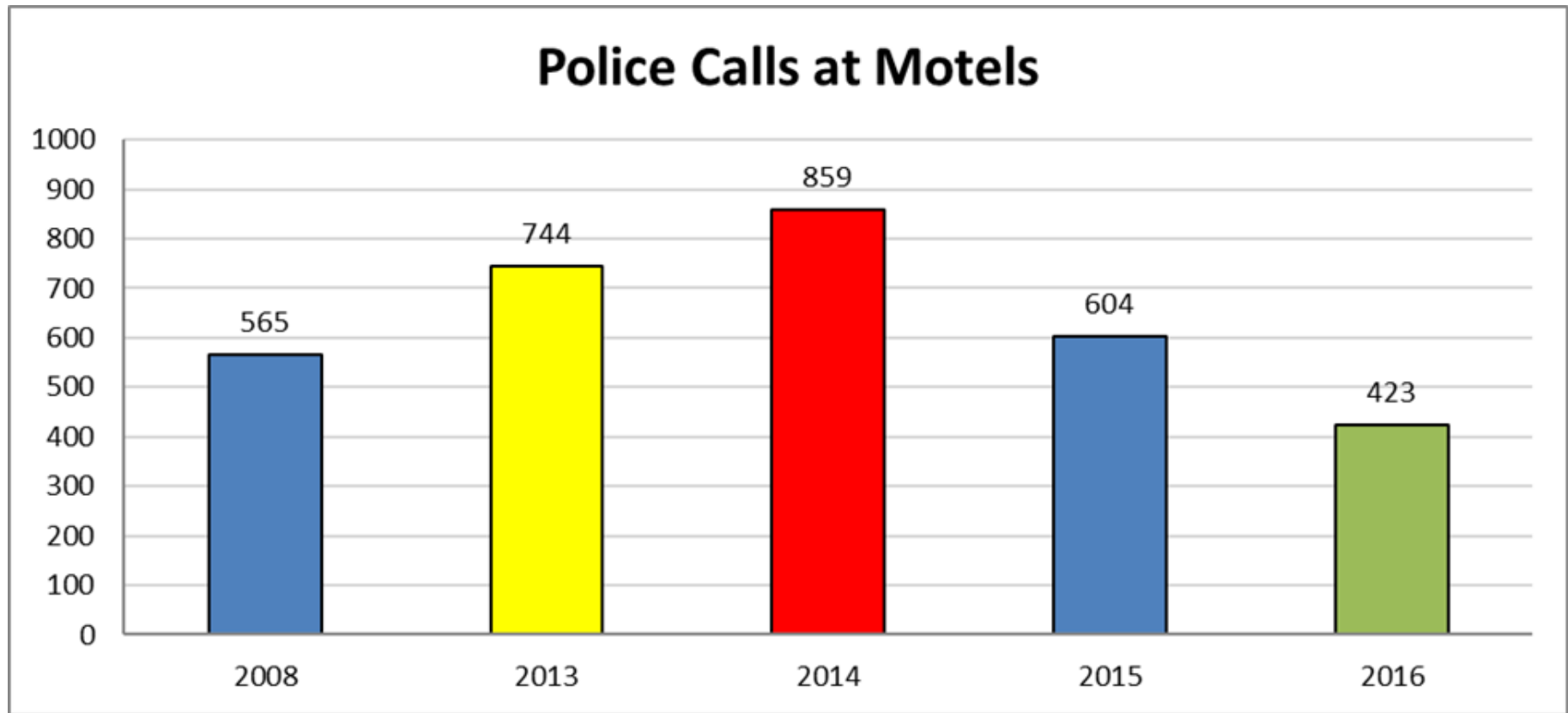
- Require all adult guests to present a photo ID at the front desk when registering.
- Requiring all guests and visitors to be at least 18 years old to rent a room unless accompanied by a parent or legal guardian.
- Owner required to have smoke detectors in each guest room and a maintain a record of annual inspection.
- Require all motels to maintain a guest ledger, either in paper or digital, to maintain an accurate registry of guests.
- Requiring that all motels maintain a health permit from the State Health Department that is applicable to all rooms.
- Require that a manager or assistant manager be on the property at all times.

Code: 50,000' View

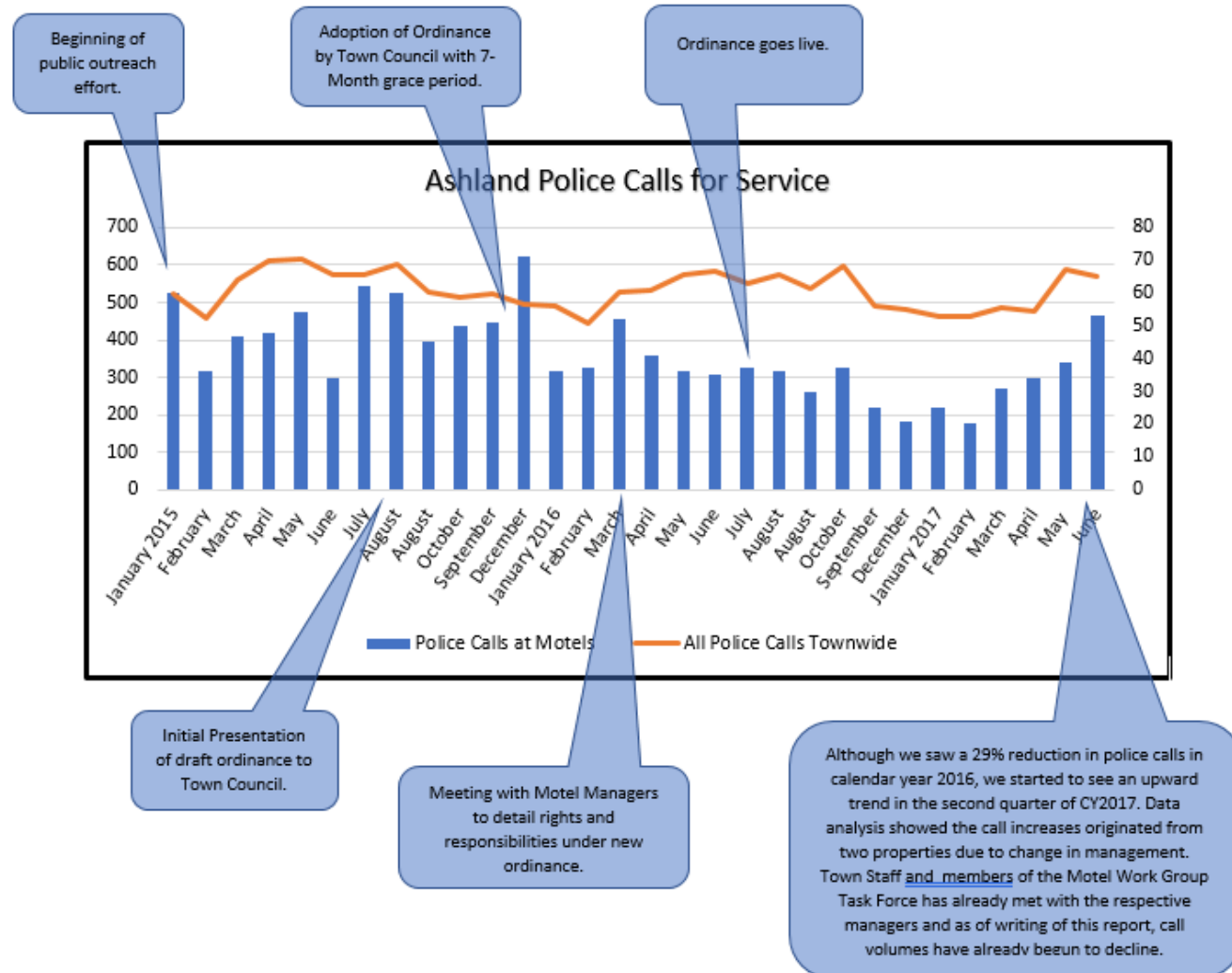
LENGTH OF STAY

- **Limiting occupancy to no more than 30 days in a 60-day period.**
- Exceptions
 - Allows each motel to designate 5% of their rooms for long-term guests (over 30 days).
 - Requiring a local town license/permit/conditional use permit specifically for motels that includes minimum standards for security, sanitation, and proper management.
 - Guest staying at the motel on a valid work order (max stay 90 days)
 - Rt. 1 Motor Lodges

Evolution



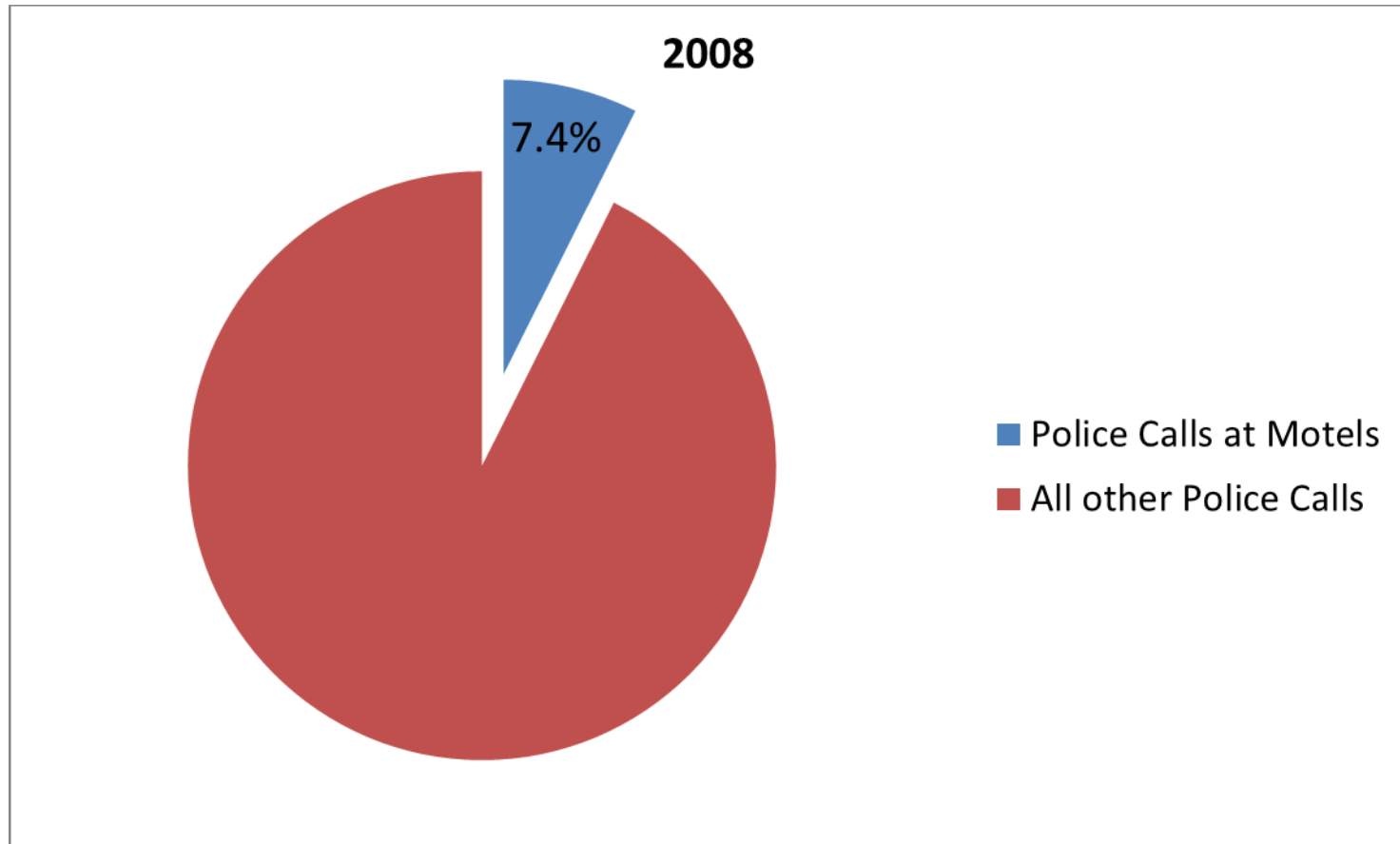
Evolution



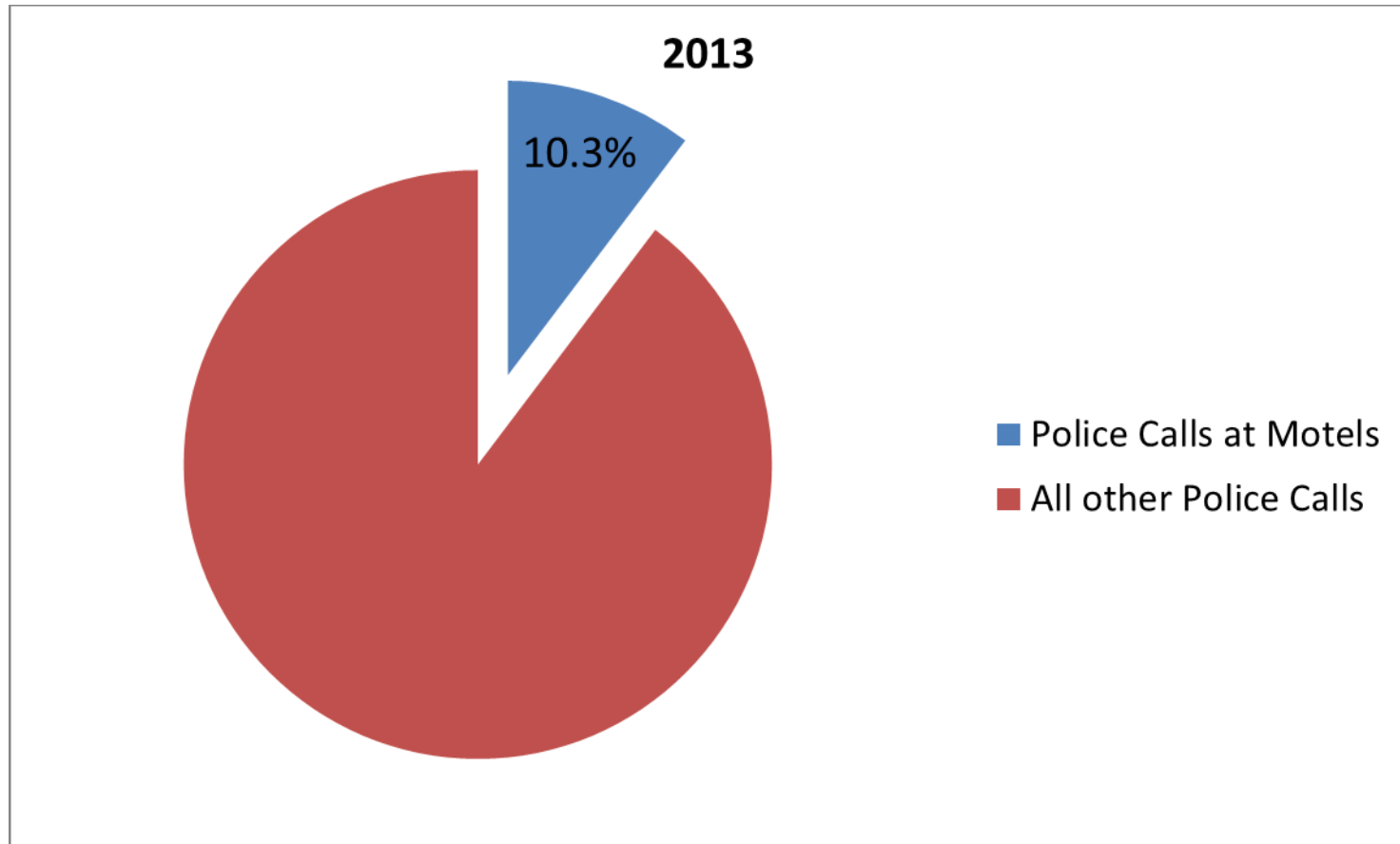
Results to date

- A **32% decrease in police calls for service** in just 12 months' time
- The birth of a non-profit, Ashland Open Door, which in 12 months' time, has **re-housed 32 families (119 individuals) in stable housing**.
- Formation of a multi-disciplinary "Motel Task Force" that includes government agencies across town, county and state units of government to best address issues of compliance to health, safety and wellness conditions at our motels.
- To encourage redevelopment of blighted properties, the Town instituted an innovated mechanism to attract new development by reimbursing the hotel a percentage of the local transient occupancy tax revenue for a period of up to 6-years. This program has already resulted the commitment of two new hotels to be built on the site of three currently blighted structures

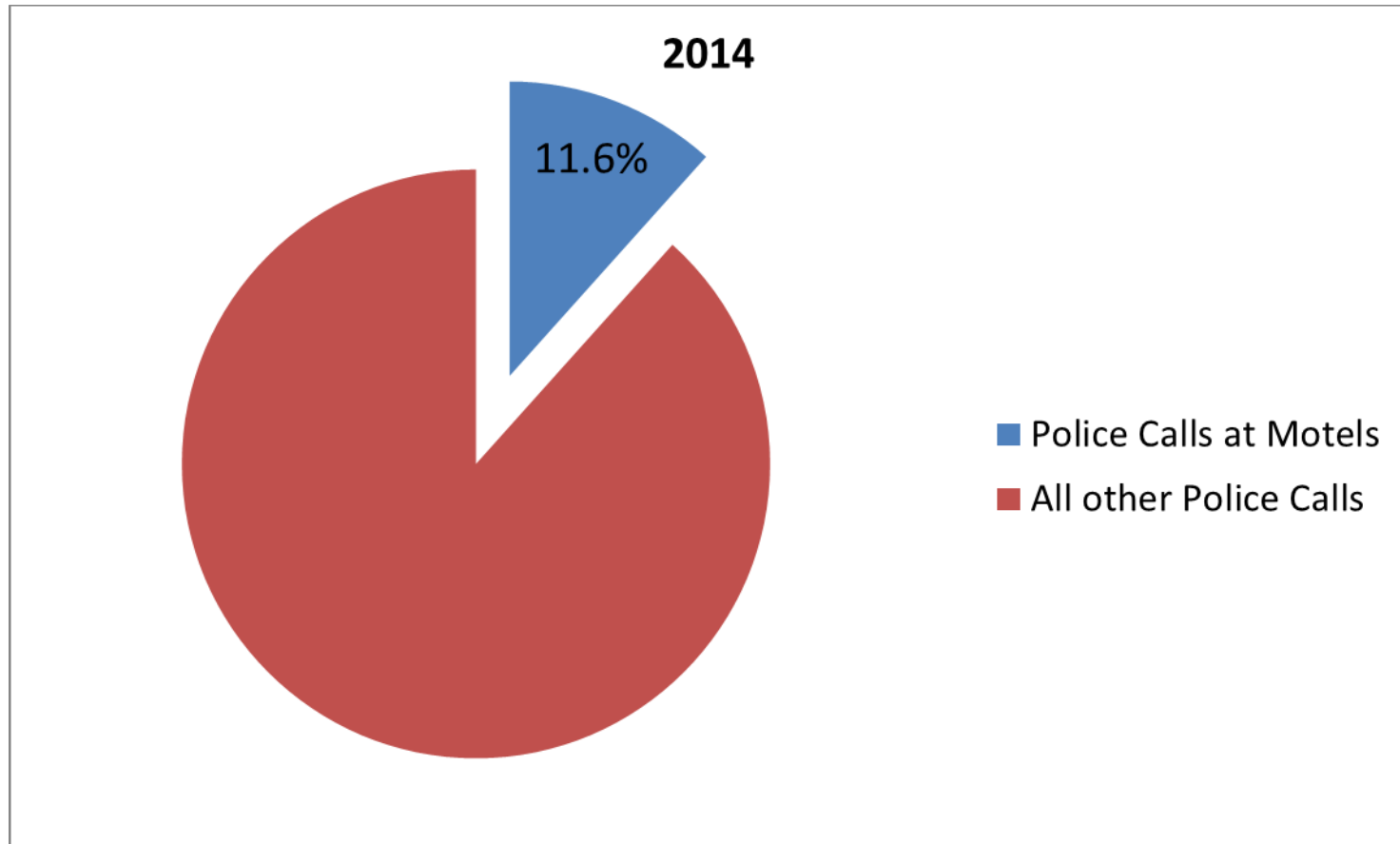
Growth of Police Calls



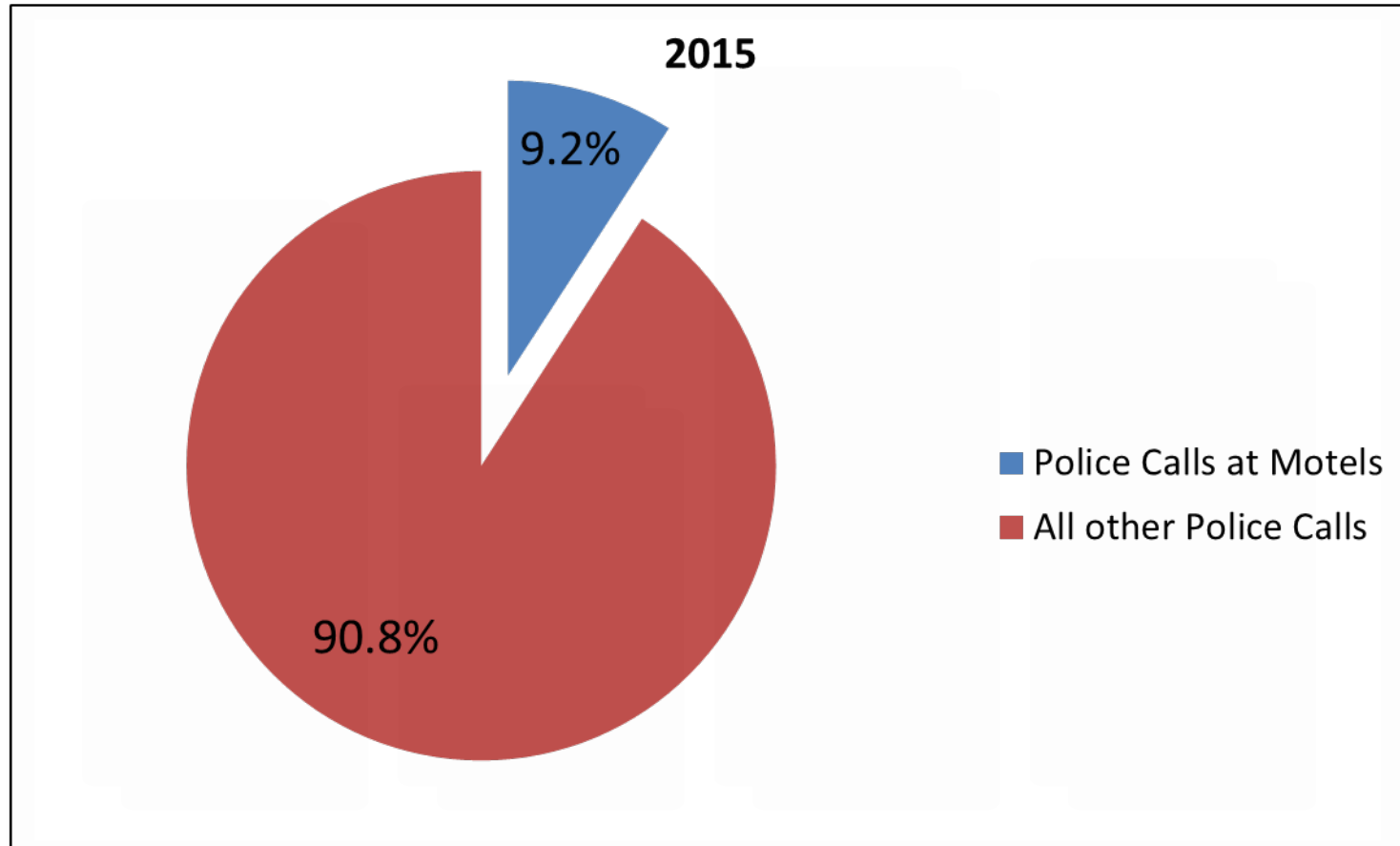
Growth of Police Calls



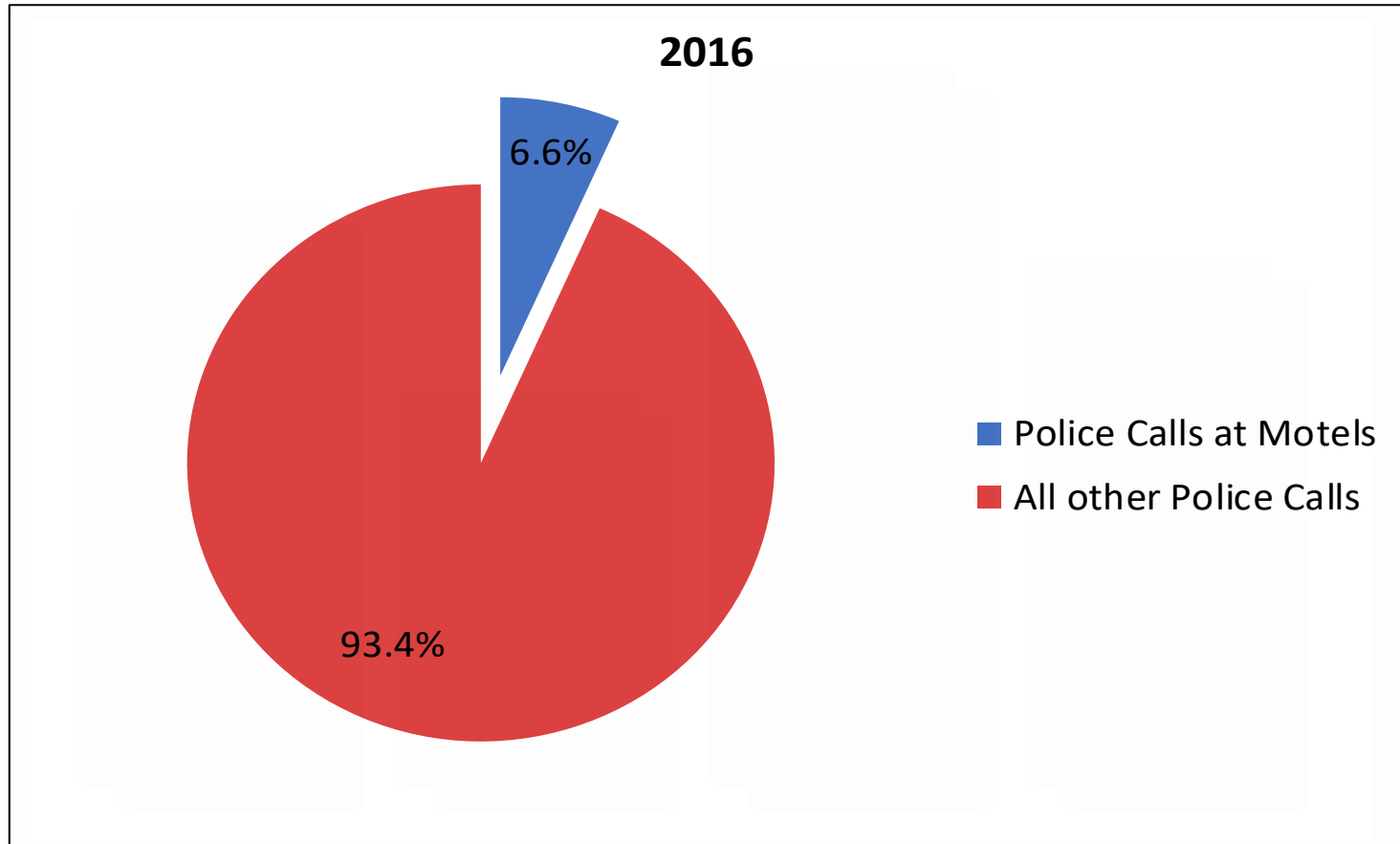
Growth of Police Calls

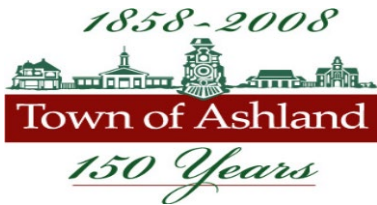


Growth of Police Calls



Growth of Police Calls





Ashland Police Department
601 England Street
Ashland, VA 23005
www.ashlandpolice.us
Chief Douglas A. Goodman, Jr.

April 18, 2014
Hand delivered

Ashland Virginia 23005

Dear Mr. & Ms. Amin:

This is a notice informing you of narcotics activity located at _____. A similar letter was sent to you on February 28, 2012. That letter is attached to re-familiarize yourself with the previous letters. According to Hanover County GIS and through previous meetings, you are the owners/operators of the _____, Ashland, Virginia, 23005.

On April 17, 2014, members of the Ashland Police Department arrested _____ at _____ and charged her with violations of the Virginia State Code that occurred at _____ relating to controlled substances.

You are advised that **§18.2-258**, Code of Virginia, provides in part, as follows:

Any office, store, shop, restaurant, dance hall, theater, poolroom, clubhouse, storehouse, warehouse, dwelling house, apartment, building of any kind, vehicle, vessel, boat, or aircraft, which with the knowledge of the owner, lessor, agent of any such lessor, manager, chief executive officer, operator, or tenant thereof, is frequented by persons under the influence of illegally obtained controlled substances or marijuana, as defined in § 54.1-3401, or synthetic cannabinoids, or for the purpose of illegally obtaining possession of, manufacturing or distributing controlled substances or, marijuana, or synthetic cannabinoids, or is used for the illegal possession, manufacture or distribution of controlled substances, or marijuana, or synthetic cannabinoids shall be deemed a common nuisance. Any such owner, lessor, agent of any such lessor, manager, chief executive officer, operator, or tenant who knowingly permits, *establishes, keeps or maintains such a common nuisance is guilty of a Class 1 misdemeanor and*, for a second or subsequent offense, a Class 6 felony.

This letter serves as official notification of the problems described above at the address noted. It is recommended that you take appropriate action to rectify this situation and other like situations. Any other questions related to this issue may be directed to Lieutenant Aronhalt or Officer Chip Watts, between the hours of **08:00 a.m. and 4:30 p.m., Monday through Friday at (804) 412-0600.**

Sincerely,

Chief Douglas Goodman
Ashland Police Department
804-798-1227

Provide a summary of your project or program

The Town of Ashland, with a population hovering just below 7,500 residents, straddles Interstate 95 about 15 miles north of the City of Richmond. Ashland can best be described as a quaint bedroom community of the Richmond region and its only small town. In addition to a residential area and downtown corridor reminiscent of “Mayberry” the town also has a robust commercial business corridor adjacent to I95.

In 2014, The Town of Ashland had 14 lodging establishments in operation that met the definitions as motels or hotels. Combined, those locations had 1,053 individual lodging rooms, most double-occupancy. Although once constructed to serve overnight guests traveling through town on I95 or U.S. Rt. 1., a conservative estimate is that well over half of the locations catered to long-term residents.

Observed as an escalating phenomenon since 2008, several of these lodging establishments consistently ranked in the top-5 locations for the highest calls for service in town. These calls usually demanded the response of multiple officers and unfortunately, saw instances of assaults on not only police officers, but rescue and fire personnel.

The police department first alerted the governing body in 2010 of the need to implement local code to set a maximum stay on lodging rooms. But without adequate citizen education and support, the policy effort did not have enough political will to move forward. However, rapidly increasing call levels in early 2014 renewed the effort to push forward. After briefing Council in September of 2014, Town staff, faith leaders, human service providers and interested citizens embarked on a nearly 18-month journey to eventually adopt local ordinances restricting long-term residences in motels, improving health, safety and welfare inside these structures and ultimately, fostering the growth of two non-profits aimed at breaking the cycles of poverty in town.

Describe the need or challenge that prompted the program

Alarmingly, in the first six months of 2014, police calls for service at the motels in the Town of Ashland increased by 22% as compared to the same time frame in 2013 for a total of 401 calls for service. These calls represented a much larger piece of the pie (11.2%) of our total police calls for service in the town, up from 10.3% in calendar year 2013. The vast majority of those calls for service involved domestic assaults, disorderly conduct, narcotics violations and other situations that led to social disorder. To put this into further perspective, in 2008, our police department responded to only 565 calls for service, vs. what would become 859 calls for served by the end of the 2014 calendar year (up 52% in five years).

In addition to police calls for service, the vast majority of our narcotics trade was centered around a handful of our motels, resulting in multiple covert operations to identify and bring to justice those who were peddling drugs in our community.

Town staff also recognized that the human condition could not be ignored. We understood that there were families and children living in our motels that did not contribute to the conditions that cause police calls for service, but were rather victims of the conditions around them. However, without intervention, long term residency in our motels was forecast to increase at an alarming rate which if left unchecked, would result in the need for additional police staffing to not only address the demands at the motels, but to continue to provide police services to the balance of the town. Additionally, further deterioration of our lodging stock threatens the second largest local revenue stream for the Town and will impact the overall health of the commercial corridor between I95 and Rt. 1.

How does this project demonstrate an innovative solution?

At the heart of the innovation behind this program was the depth of research, examining best practices across the nation, and especially the sheer volume and breadth of stakeholder input.

Much of the research emerged from California as captured in a DOJ COPS Office funding document, Disorder at Budget Motels, authored by Karen Schemerler in 2005. At its heart, this document hinged on one basic tenet:

There is some indication that motels experience a "tipping point" with respect to clientele. If a motel rents out rooms to enough problem guests, then more problem guests and fewer legitimate guests will be attracted to that motel.

In addition to this document, we reviewed similar research as published by the City of Chula Vista, CA. Both sources provided short and long term strategies to improve disorder issues, mostly through proper management. In trying to mirror these best practices, we looked a bit closer to home and extrapolated sections of codes from Hampton, Newport News and Williamsburg to start to craft a revision to our local code.

Armed with this information, from December 1, 2014 to November 13, 2015, senior staff convened well over 20 meetings with 150 unique individuals representing the faith community, local businesses, human services organizations, prosecutor's office, motel owners, Council members, and families stuck in a cycle of poverty in our motels. One of the most innovative tools we used was placing a menu of best practices options at one of our larger meeting of faith leaders, and getting direct feedback on options they could support, options that needed more work and options that we should dismiss immediately (see appendix 1).

In the end, the ordinance revision voted by Council, which was a composite of limits on stays and improvements conditions, was crafted by the community, not by staff.

How did the project make efficient and effective use of local resources?

In looking back, we believe success will be measured in effectiveness, and much less on efficiency of the process. We say this because the vast number of stakeholder meetings, encompassing nearly a year, was not efficient, but absolutely necessary to craft an effective ordinance with broad support.

However, three areas of leveraging resources should be noted:

1. As we progressed with this project, it was determined very early on to empower the Deputy Zoning Administrator with the authority to enforce this code. This was done for two reasons: 1) to ensure consistency in the message and enforcement, and 2) to not only lessen the burden on the police department, but ensure some healthy separation of powers. To that end the police department assisted with the steps to empower the Zoning Administrator with the Special Conservator of the Peace certification and authority through the Circuit Court.
2. Working with our faith community, we were able to mobilize them to examine their own philanthropy processes and look for overlap, gaps and avenues to make their operations more efficient. Although this received engagement from nearly every faith community in our town, it also resulted in the creation of a new non-profit entity, Ashland Open Door, which now has grown to having a full-time case worker to assist families in breaking out of those poverty cycles (see appendix 5).
3. Lastly, a multi-disciplinary "Motel/Hotel" task force was formed to include the Ashland Police, Town Planning, Hanover Fire/EMS, Hanover Building Inspector and the State Health Department (Chickahominy Health District). This task force continues to meet on a bi-monthly basis to share information, conduct joint inspections and coordinate enforcement when needed. The work of this task force has led to multiple motels improving conditions and two motels voluntarily closing their doors due to poor conditions.

**How does this project impact the long-term quality of life for citizens in your community?
Please provide quantifiable, measurable results.**

When we started down this path in the fall of 2014, the overall guiding principles from Town Council was to 1) improve the conditions in hopes that the need for police presence would be reduced and 2) develop relationships with the faith community and human service organizations to assist those simply stuck in poverty finding themselves in a last resort of living in a motel.

In 2008, we responded to 565 police calls for service from our 14 motel operations; 2013: 744 calls and 2014: 859 calls. In 2015, we saw a reduction in calls (down to 604) that at first was difficult to explain, but then became clear that the level of media attention and public meetings seemed to have an influence on improved “management” at some of our more troublesome locations. In calendar year 2016, which saw the new ordinance go into effect on July 1, 2016, we saw another dramatic reduction in police calls down to 423 calls for service.

To better quantify this reduction, **in the 12 months prior to the code being enacted, APD ran 576 police calls to motels. In the 12 months after the code was enacted, we responded to 388 police calls which amounted to the smallest percentage of calls to motels in over a decade** (see appendix 2).

On the human services front, a new non-profit born out of the faith community, Ashland Open Door formed in the winter of 2016 and ramped up operations in May of 2016 in response to an owner of a 48-room motel closing its doors by refusing to pay its outstanding water bill. **Since that time, in 12-months, the Ashland Open Door initiative has re-housed 32 families (119 individuals) from motel living to stable housing** in either an apartment or a single-family rental home.

How does this project use citizen participation?

Ashland has always been blessed with an engaged citizenry, but this process took that engagement to a much higher level. In nearly a year’s time, senior staff fostered over 20 meetings with 150 unique individuals.

The meetings started much more organically with the Town Manager meeting one on one with faith leaders, human services directors and business owners with properties adjacent to blighted motels. Upon gaining those perspectives, three large focus group meetings were held:

- March 12, 2015 hosted by the Ashland Church of God
- April 16, 2015 hosted by Shiloh Baptist Church
- May 28, 2015 hosted by St. Ann’s Catholic Church

The first meeting was an opportunity for mutual education that culminated in over 40 faith and civic leaders providing direct feedback on best practice options that could be considered (see appendix 1). As this series of meetings continued, both the ordinance revision and potential avenues of philanthropy began to take shape.

In addition to these public meetings, we also held smaller focus group meetings with motel owners, the APD Citizen Advisory Board and a very informative meeting with families living in the motels where we learned first-hand the barriers to their success.

To compliment these discussions, this project was discussed as a formal agenda item at regular meetings of Town Council no less than six times throughout the 2015 calendar year in the form of presentations, draft ordinance discussions and progress reports. But perhaps the most impactful communication tool was Council's direct involvement in almost every public meeting we held on this topic. Their individual and corporate commitment to this issue was no doubt a key to building community support for this endeavor.

Of course, media attention played a key role in public engagement as well, resulting in over 20 individual articles, television stories and op-ed pieces.

How does this project demonstrate excellence in municipal management and commitment to higher levels of service?

It is important to note that this success, which resulted in the enactment of an omnibus code revision on July 1, 2016, was preceded by failure in 2010. In 2010, we attempted to pursue a similar code revision to address the disorder problems associated with long-term residency, and failed miserably. We learned valuable lessons in civic engagement that has carried on into the first year of demonstrated successes of the process.

To date, this process has resulted in:

- The adoption of a robust, modern lodging code (adopted on November 17, 2015) that addresses not only long-term stay limitation, but mandatory health, safety and wellness standards. It should also be noted that to allow the faith community to work, Council built in a 7-month "grace period," resulting in delayed enactment of the ordinance until July 1, 2016.
- **A 32% decrease in police calls for service** in just 12 months' time
 - This equates to nearly 244 hours of police staff time that has been able to be redirected to proactive patrols in all areas of town.
- The birth of a non-profit, Ashland Open Door, which in 12 months' time, has **re-housed 32 families (119 individuals) in stable housing**.
- Formation of a multi-disciplinary "Motel Task Force" that includes government agencies across town, county and state units of government to best address issues of compliance to health, safety and wellness conditions at our motels.

- To encourage redevelopment of blighted properties, the Town, through our Economic Development Authority instituted an innovated mechanism to attract new development by reimbursing the hotel a percentage of the local transient occupancy tax revenue for a period of up to 6-years. This program has already resulted the commitment of two new hotels to be built on the site of three currently blighted structures (see appendix 4).

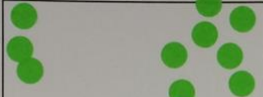
How could this project be adapted for use in other cities, towns or counties?

The research, much of which is based on the experiences in localities in California, is robust and readily available. Any locality facing this issue should first start with a review of the 2005 document, Disorder at Budget Motels, (found at <http://www.popcenter.org/problems/pdfs/BudgetMotels.pdf>).

Based on that wisdom, a robust review of the available call for service data with input from first line responders, can give a locality empirical data to determine if the issue is a system-wide problem or isolated to a handful of properties. We found that of our of 14 locations, two to three motels accounted for the lion's share of all the calls for service.

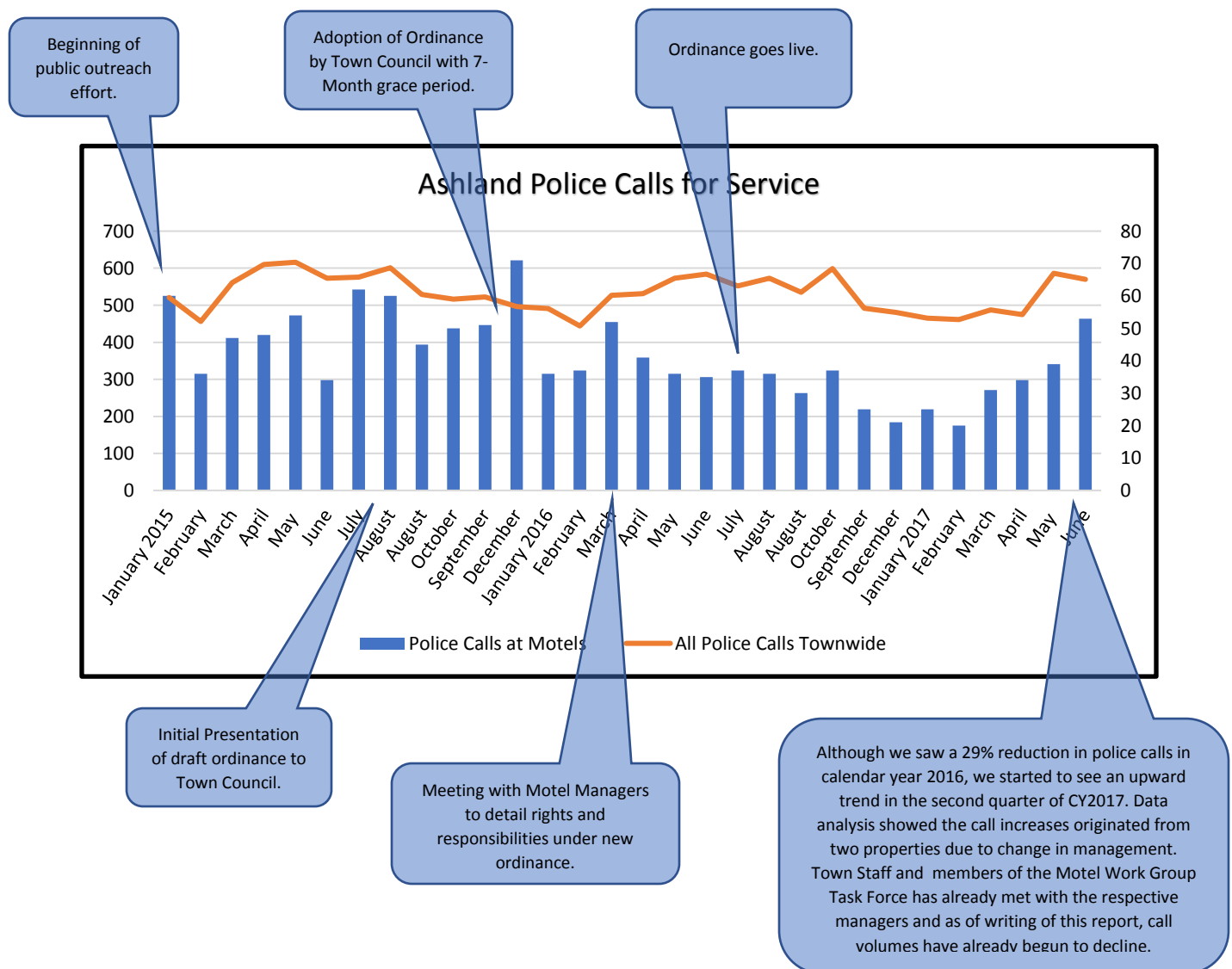
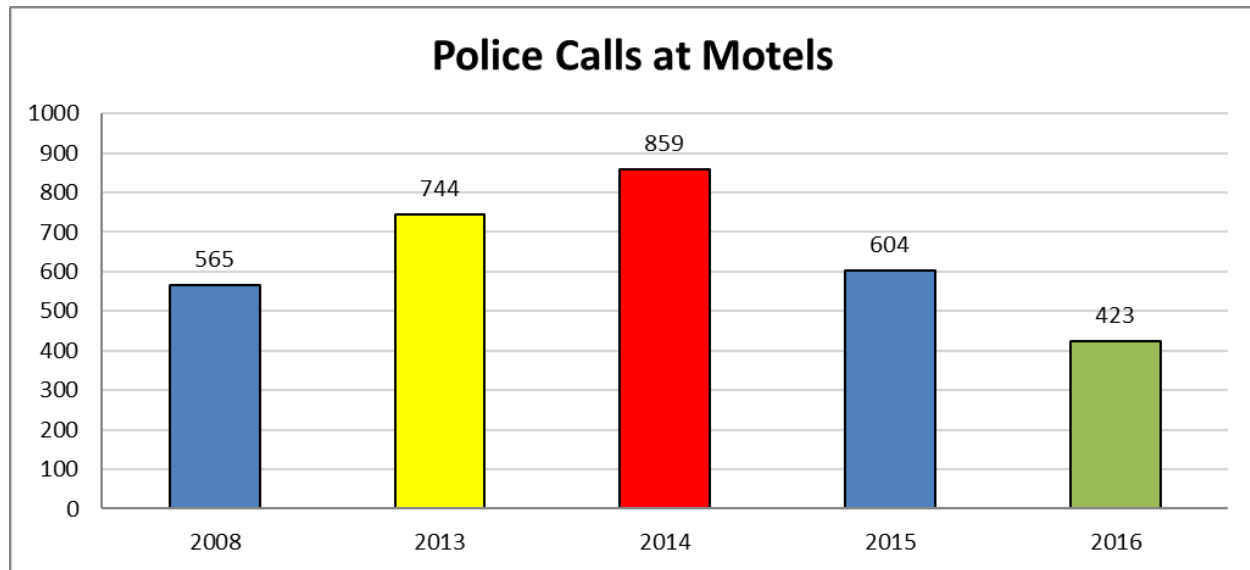
Before launching an effort to revise a local ordinance, we would strongly suggest exploring the formation of a local task force to address crime, health, safety and welfare. Members of this work group should include local law enforcement, State Department of Health Inspectors assigned to the local health district, building officials, zoning officers, fire marshals and if the motels have an ABC ON permit, a enforcement agent from the state Department of Alcohol Beverage Control. As discussed earlier, the work of this task force has been so effective in prevention and mitigation strategies, the need for enforcement of our new code has been almost non-existent.

If a locality feels a lodging code revision is necessary, start with our research, but go beyond and look at codes from the Tidewater region, especially Hampton and Newport News. Once you have those resources, civic engagement is key to such a passionate topic. Hosting meetings with all possible stakeholders is a must, and what we found is that every successive meeting allowed us to not only craft an ordinance acceptable to our community, but allowed us to refine it before final adoption (see appendix 3).

	Require all adult guests to present a government issued photo ID at the front desk when registering.
	Requiring all guest and visitors to be at least 21 years old to rent a room unless accompanied by a parent or legal guardian.
	Require all motels to maintain a guest ledger, either in paper or digital, to maintain an accurate registry of guests.
	Require that a manager be on the property at all times.
	Limiting occupancy to no more than 30 days in a 90-day period.
	Limiting occupancy to no more than 90 days in a 6-month period.
	Requiring that all motels with at least 25 rooms or more maintain a Health permit from the State Health Department that is applicable to <u>all</u> rooms.
	Requiring a local town license specifically for motels that includes minimum standards for security, sanitation, and proper management.
	Seeking cost recovery for excessive calls for service at problem motels. (i.e. charging a fee for police calls that exceed a predetermined norm).
	Allowing each motel to only designate 5-10% of their rooms for long-term guests (over 30 days).

At our first focus group meeting of faith leaders in Ashland, all participants were provided with an overview of the public safety issues facing the Town due to long-term residency at motels. They were also given a presentation of possible remedies instituted by localities across the nation. Based on that information, we split the attendees into breakout groups, facilitated by Randolph-Macon College Sociology students to give us visual feedback on possible strategies. Each participant was given a pad of green (*good*), orange (*ok, but needs more discussion*) and red (*absolutely not!*) stickers to voice their opinion.

This above image is one of those discussion boards that gave us a springboard for future ordinance development.



20 HOTELS, MOTELS AND SIMILAR ESTABLISHMENTS

Sec 20-1 Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Extended stay: any stay in a hotel or motel that has 25 or more rooms, that is 30 or more days.

Hotel or motel: a building or group of attached or detached buildings with 25 or more rooms in which temporary lodging fewer than 30 days within 60 days is provided and offered to the public as transient guests in return for compensation. Such uses may provide additional services such as daily maid service, restaurants, meeting rooms, and/or recreation facilities. Such uses include hotels, motels, motor lodges, and motor courts. A hotel/motel that meets the requirements for an Extended Stay Permit may provide lodging for some of its guests for less than 90 consecutive days within a six month period of time in accordance with Chapter 20 of the Ashland Town Code. A transient guest, as the phrase is used in this definition, shall not include any person staying at a hotel or motel for up to 90 days where the purpose of the stay is clearly documented as being for work purposes. Likewise, a transient guest as the phrase is used in this definition, shall not include persons in crisis who are receiving insurance proceeds for temporary housing assistance.

Manager: any person who is the proprietor of any hotel or motel, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, operator or agent of any of the foregoing. The person who, in connection with the activities of a hotel or motel, manages the business's operations, including, but not limited to the collection of rental charges, issuing of keys, direction of maintenance personnel, assigning of rooms to guests, handling guest affairs and overseeing security. The term may also include resident manager or assistant manager.

Minor: an individual less than eighteen (18) years of age.

Operator: the person or persons responsible for the daily operation and management of the premises and all functions related thereto.

Owner: the person, persons, firm, association, partnership or corporation which has the owner of record of the real property as listed on current Town of Ashland tax records and/or Hanover County land records. It also shall mean any part owner, joint owner or lessor of the whole or part of the land or buildings.

Person: the word "person" shall include any individual, corporation, partnership, association, company, business, trust, joint venture or other legal entity.

Records: the name and home address of each guest or person renting or occupying a room, including adults and minors, kept electronically or in a book/register inscribed with ink or indelible pencil.

Route 1 Motels: a building or group of attached or detached buildings with 24 or fewer rooms located on Route 1, in which temporary lodging is provided and offered to the public as transient guests in return for compensation. Such uses may provide additional services such as daily maid service, restaurants, meeting rooms, and/or recreation facilities. Such uses include hotels, motels, motor lodges, and motor courts.

Sec 20-2 Enforcement

The Town Manager or his or her designee shall have authority to enforce all provisions of this chapter. Any owner, operator and/or manager of a hotel or motel, as defined in this chapter, including Route 1 Motels, who does not comply with this chapter, shall be guilty of a Class 1 misdemeanor.

Guests who violate sections 20-8, 20-10 and/or 20-11 shall be guilty of a Class 1 misdemeanor.

Sec 20-3 Access To Premises

The Town Manager or his or her designee shall have access at all reasonable times to all hotels and motels (including Route 1 Motels), except the private room of a guest, unless so authorized by other laws or ordinances, for the purpose of investigating any complaint or enforcing any law, ordinance or regulation.

Sec 20-4 Numbering Of Rooms Or Units

Each unit in any hotel or motel (including Route 1 Motels) shall be numbered in a plain, conspicuous manner. Such numbers shall be at least three (3) inches high and shall be placed at eye level on the outside of the outer door of each lodging unit, and no two (2) lodging units shall bear the same number.

Sec 20-5 Compliance With All Applicable Laws

The hotel or motel (including Route 1 Motels) shall be operated and maintained in conformance with all applicable federal, state and local laws and regulations, including, but not limited to, the zoning code, building code, fire code, health code, business license code, criminal code, and the provisions of this ordinance;

1. All hotel or motel rooms (including Route 1 Motels), regardless of anticipated length of stay, shall be licensed by a permit through the Virginia Department of Health in conformance with Virginia Administrative Code § 12VAC5-431-180. Designation of partial rooms is not allowable under this code.
2. The owner or operator of any hotel or motel required to install smoke detectors in every hotel and/or motel room (including Route 1 Motels) shall inspect each detector annually to ensure it is operating properly and maintain a record of such inspection, which shall be available for inspection.

Sec 20-6 Management

A manager shall be on the property at all times.

Sec 20-7 Guest Register Generally

1. Every person operating any hotel or motel (including Route 1 Motels) in the town shall at all times keep and maintain a record, either electronic or in a book/register inscribed with ink or indelible pencil, the name and valid address of each adult guest or person renting or occupying a room, as well as the room number to which that person is assigned and the time of check in.

2. When the occupant of a room checks out, it shall be the duty of the proprietor of such hotel or motel (including Route 1 Motels), or his agent, to enter the time thereof electronically or in such book or register opposite the name of such occupant.

Sec 20-8 False Registration By Guests

It shall be a violation of this chapter for any person to write, or cause to be written, or knowingly permit to be written, in any electronic record, book or register in any hotel or motel (including Route 1 Motels) in the town, any other or different name or designation than the true name of the person registered therein. Photo identification or other acceptable form of identification shall be required to be produced at registration, unless a bona fide disability prevents the provision of such identification or the guest provides a properly validated and certified voucher from a local charity.

Sec 20-9 Minors

It shall be a violation of this chapter to rent a room to a minor (under 18 years old) unless accompanied by a parent or legal guardian. All guest and visitors shall be at least 18 years old unless accompanied by a parent or legal guardian.

Sec 20-10 Giving False Information To Obtain Lodging

It shall be a violation of this chapter for any person to obtain lodging for any person under the age of eighteen (18) years in any hotel or motel (including Route 1 Motels) by giving to the proprietor, owner, manager, agent, person in charge or keeper thereof false information as to such person's age, or false information as to the relationship to such person of any alleged parent or guardian, or any person under the age of eighteen (18) years who shall obtain lodging in any such establishment by giving any such false information.

Sec 20-11 Use Of Room For Illegal Or Unlawful Purposes

It shall be a violation of this chapter for any person to rent or occupy any room in any hotel or motel (including Route 1 Motels) in this town for illegal or unlawful purposes, or for the proprietor, manager or other person in charge of any such hotel or motel to rent, assign to or permit any person to occupy any such room, with knowledge that they intend to use it for illegal or unlawful purposes.

Sec 20-12 Notification Of Suspected Illegal Activity

The owner, operator or manager of a hotel or motel (including Route 1 Motels) shall promptly notify law enforcement of any actual or suspected criminal violations.

Sec 20-13 Letting Same Room More Than Once Per Night

It shall be a violation of this chapter for any person to let any room in any hotel or motel (including Route 1 Motels) more than once between the hours of 9:00 p.m. and 6:00 a.m. of the next day.

Sec 20-14 Receipt For Payment Received

A receipt showing payment received shall be provided to every person staying in a hotel or motel room and this shall include Route 1 Motels.

Sec 20-15 Length Of Stay In Hotel Or Motel

It shall be a violation of this chapter for any person to stay at any hotel or motel for 30 or more days in a 60 day period, except as otherwise provided for in this chapter. It shall also be unlawful for the owner, operator, manager, or person in charge of a hotel or motel to permit or allow a person to stay at a hotel or motel for 30 or more days in a 60 day period, except as otherwise provided for in this chapter. A person staying at a hotel or motel for up to 90 days where the purpose of the stay is clearly documented as being for work purposes shall not constitute a violation of this chapter.

ARTICLE II EXTENDED STAY PERMIT

Sec 20-35 Extended Stay

Extended stay is any stay in a hotel or motel in the B-2 Zoning District, in excess of 25 rooms, and more than one floor, that is 30 or more days, but less than 90 days within a six month period of time.

Upon receipt of an Extended Stay Permit, a hotel or motel in the B-2 Zoning District in excess of 25 rooms and more than one floor may utilize up to five percent (5%) of its rooms for persons to stay in the hotel or motel for 30 or days but less than 90 days within a six month period of time.

Sec 20-36 Extended Stay Permit Requirements

Any hotel or motel desiring to designate extended stay rooms as allowed by ATC Sec. 20-35 shall submit an Extended Stay Permit application along with a fee of \$ 100.00 to the Town Manager or his or her designee.

Sec 20-37 Investigation And Inspection

Upon receipt of a complete application for a permit, the town manager or his or her designee shall verify all information and shall cause an inspection to be done of the premises by the departments of community development, fire, police and health to ensure there are no outstanding violations of any applicable local, state or federal law on the property.

Sec 20-38 Extended Stay Permit Conditions

Any permit issued pursuant to this chapter shall be subject to the following general conditions, and any additional specific conditions noted by the town manager or his designee in the permit:

1. The hotel or motel shall be operated and maintained in conformity with all applicable federal, state and local laws and regulations, including, but not limited to, the zoning code, building code, fire code, health code, business license code, criminal code, and the provisions of this ordinance;

2. The town shall have the right to inspect the premises to ensure compliance with all permit conditions.
3. The hotel or motel shall be operated in such a manner to ensure a safe and secure environment for its guests and surrounding businesses.
4. Rooms designated for extended stay will be clearly documented on the permit by room number. Any deviation from this (i.e. allowing extended stays in rooms not designated as such, will be considered a violation.)

Sec 20-39 Extended Stay Permit Issuance, Expiration And Renewal

If the Town of Ashland grants an Extended Stay Permit for Extended Stay designated rooms, the permit shall be valid for one year from the date of issuance. The permit may be renewed annually after an investigation and inspection as required for new permits pursuant to ATC Sec. 20-37. Prior to denying or refusing to renew a permit, the town manager or his designee shall first give the applicant at least fifteen (15) days written notice and an opportunity to be heard.

Notice may be sent by first-class mail to the applicant at the address given on the permit application, which shall constitute sufficient service.

Sec 20-40 Suspension And Revocation Of Extended Stay Permits

The town manager or his designee may at any time, after giving at least fifteen (15) days written notice and an opportunity to be heard by the owner and/or operator, revoke any permit applied for or issued under this chapter for any of the following reasons:

1. Fraud or misrepresentation by the owner and/or operator in the procurement of such permit;
2. Any violation of any applicable local, state or federal law;
3. Failure to comply with the general or specific terms of the permit or this chapter;
4. Any illegal or unlawful acts occurring on the property; and
5. Operation of the hotel or motel in a manner that is not consistent with the health, safety and welfare of the guests, surrounding properties and the community as a whole. The notice referred to above may be sent by first-class mail to such owner and/or operator at the address given by him on the application for the permit, which shall constitute sufficient service.

Hotel Incentive Overview

Mr. Joe Topham – Ashland Business Retention and Expansion Manager

Strategically located along Interstate 95 between Richmond and Fredericksburg, the Town of Ashland has benefited greatly from revenues generated by interstate travelers for decades. With over 1,100 hotel rooms and over 50 restaurants, our capacity to serve this traveling public has been very high for many years. Unfortunately, investment in some of our most visible hotel properties totaling several hundred of those available rooms have lagged in the past decade, as new owners have sought to bleed operations for whatever revenue can be made, without putting any money back into the facilities. This has caused three problems, as revenues have declined from transient occupancy taxes paid by those properties, while the appearance of Ashland from the interstate has also deteriorated, impacting other hotels and restaurants that rely on people coming off the interstate. In addition, the lowered condition of hotel properties attracted a higher number of calls for service from our police department.

The solution to this problem would be redevelopment of these sites, but standing in the way of this was the cost to purchase working (and marginally profitable) hotel buildings, only to demolish them, mitigate any existing issues, and then build from scratch. This cost is significantly more than what it would take to develop the same property elsewhere along the Interstate, as many nearby communities have greenfield sites available and ready to go.

We realized that to get this done, we would need to offer an incentive program that helped offset this added cost, while making financial sense for the Town to offer, and which would accomplish the goal of getting these sites redeveloped.

We approached a hotel developer who had expressed interest in one of our distressed hotel sites, and began a conversation to determine if there was a way we could help them make the numbers work for both of us. The solution we developed was to institute a reimbursement program through our Economic Development Authority that pays back a percentage (up to 50%) of hotel occupancy revenues generated by a new project for a period of time not to exceed six years, should all benchmarks be met by the developer. We also added a cap to the total amount which could be disbursed, \$550,000 over the life of the project, so as to provide certainty to the Town on the total investment figure, even in the best of circumstances.

We found this to be a win-win-win, as it provides the developer with a reliable stream of funds for financial forecasting, and it provides the Town with a strong new source of long-term revenues, while improving the appearance of such an important business district, and reducing stress on our police department. We hope to have more applicants, and more projects, in the future, as we still have at least three sites in Town which could be strong candidates for a successful project.

We have also since instituted a highly similar program targeting large scale restaurant development, and have identified at least six sites in Town which would be good candidates for such projects.

Ashland Open Door helping long-term motel residents

By Meredith Rigsby News Editor

Apr 12, 2016

ASHLAND — Bob DeLille explained the Ashland Open Door initiative, a program developed to focus on the people and families living in Ashland's motels for extended periods of requested financial support from the town, during the April 5 meeting of Ashland Town Council.

The initiative's mission is to ensure that the basic needs of these individuals are being met in an efficient and effective manner, and to help families move into more sustainable housing and connect with services that will enable them to become self-sufficient.

DeLille cited two main issues that are hindering assistance endeavors.



First, he said, is that efforts being made to meet the basic needs of the long-term motel residents have not been as coordinated or effective as they could be.

Second, he said, is people are still living in hotels. Their needs are being met, but not enough effort is being made to help them break the cycle and move on to more self-sufficient lifestyles, DeLille said.

Ashland Open Door plans to begin focusing on families living in the motels long-term that have children, which it feels is the most urgent and important need right now.

“There are prostitutes, drug dealers, child molesters — you name it, they’re over there,” DeLille said. ... “We want to get those kids out of there.”

Going forward, Ashland Open Door plans to hire a full-time family services coordinator to help form relationships with the families living in motels, figure out what their specific needs are, and build a plan to help them get out of the situation and into suitable housing.

Ashland Open Door is working with Hanover Safe Place to recruit, hire, and supervise the family services coordinator, who is expected to be on board on or before May 1.

“Each of these families, each of these individuals is a unique case,” DeLille said. “You can’t, as I’m sure you know, come up with one plan to suit all these folks.”

Ashland Open Door also is planning to work with the faith community to be more proactive and integrated in supporting its efforts.

To achieve this, the faith community will adopt a specific motel or a specific floor at a motel and form relationships with long-term residents that have children, build trust, and work in conjunction with the family services coordinator to develop a specific plan that can be implemented.

“They are going to be the hands, feet, eyes, and ears of this social worker,” DeLille said.

In addition, Ashland Open Door has established a fund that will be available to the family services coordinator to help subsidize housing for long-term motel residents as they move out of the motels.

Housing will not be 100 percent subsidized, but the Ashland Open Door fund will help pay for an initial security deposit and help subsidize the first few months’ rent, according to DeLille.

The fund has already raised over \$20,000 from private entities, as well as garnered monthly commitments of about \$1,300.

Ashland Open Door’s yearly budget for these initiatives is expected to be at least \$75,000 to \$80,000, DeLille said.

“We know there are many needs, broader needs beyond the motels, beyond just the people with children, deeper needs, over and above just getting connected with housing,” DeLille said.

Once Ashland Open Door has helped the families with children move out of the motels it plans to expand beyond individuals with children and also begin strategic planning to try and tackle some of the deeper needs of the people in these situations.

DeLille said the organization wants its efforts to be “broad-based” and requested that the town provide financial support to Ashland Open Door in the amount of at least \$10,000.

Source: Mechanicsville Local April 12, 2016

http://www.richmond.com/ashland-open-door-helping-long-term-motel-residents/article_6919a9ea-00e2-11e6-9215-bb87885b2d8d.html



Special Work Session Agenda Statement

Item # 03

Meeting Date: August 16, 2022

Agenda Item: Continued Discussion of Condemnation Resolution for Redundant Waterline for the Route 522 North Corridor

Summary: Council is requested to consider approval of a Condemnation Resolution for the redundant waterline for the Route 522 N. Corridor authorizing the use of eminent domain to complete the condemnation process to acquire the final two easements.

Attachments:

- Redundant Waterline Project Timeline
- Condemnation Resolution Memorandum
- Certified Mail Notice-Schulz Property
- Schulz Property Easement Documents-Signed by Property Owner
- Easement Acquisition/Condemnation Timeline
- Certified Mail Notice-F&R Limited Partnership Properties
- Easement Document/Map-F&R Limited Partnership
- Site Map
- Condemnation Resolution-Redundant Waterline for the Route 522 North Corridor

Council Work Session held June 13, 2022

Council Public Hearing held June 27, 2022

Council Work Session held July 11, 2022

Council Regular Business Meeting July 25, 2022

Budget/Financing: N/A

Staff Recommendation: Approve the Resolution on the August 22nd Town Council Meeting.



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
- **6/13/22:** Council Work Session-Staff/Consultant Presentation on easement acquisition/condemnation process
- **6/27/22:** Council Regular Business Meeting-Council Public Hearing to consider/approve Resolution of Public Necessity establishing presumption of necessity for the easement acquisition/condemnation process
- **7/11/22:** Council Work Session-Preview of Condemnation Resolution
- **7/25/22:** Council Regular Business Meeting- to consider/act on Condemnation Resolution to acquire the remaining easements.

Town Staff/Consultant-Work Underway

- **Currently working** to secure final two easements
 - **8/16/22** Council Special Meeting: To continue discussion on Council approval of Condemnation Resolution to complete easement acquisition/condemnation process for remaining easements
 - **7/29/22** Property Owner follow up to provide/address additional concerns-F&R Limited Partnership; Town Received signed easement documents-Schulz property
- **Proposed Project Bid Schedule:**
 - 7/6: Bid advertised
 - 7/19: Mandatory Prebid Meeting
 - 8/24: Open Bids

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

CONDEMNATION RESOLUTION MEMORANDUM

Date: August 5, 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 approved the resolution authorizing the use of eminent domain, where needed, to acquire the remaining easements for the redundant waterline project.

Good Faith Offer Letters, sent via certified mail to the property owners listed below, are part of the Condemnation process. The Letter for the Schulz property was sent July 7, 2022 and the signed certified card return dated July 11, 2022. The Town received the signed easement documents for the Schulz property on July 29, 2022. The Letter for the F&R Limited Partnership properties was sent August 1, 2022. The Good Faith Offer Letters serve as the final notice from the Town prior to the start of the eminent domain and condemnation procedures for the required easements. If no signed easement agreements are returned to the Town from the property owners by the end of the 30-day notice period, letters initiating the Condemnation process will be sent. Those letters will serve as formal notice to the property owners that the Town intends to file a condemnation petition to acquire easements on the properties listed below.

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.
- xiv. 6/30/22: Email from Town Manager to Property Owner
- xv. 7/7/22: Email from Property Owner to Town Manager; Email from Town Manager to Property Owner
- xvi. 7/8/22: Email from Property Owner to Town Manager
- xvii. 7/29/22: Meeting scheduled with the Town Manager and Property Owner-Cancelled to allow additional time to address Property Owner concerns.
- xviii. 8/1/22: Good Faith Offer Letter mailed via certified mail to Property Owner

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.
 - xii. 6/21/22: Consultant left a voicemail for the Property Owner.
 - xiii. 7/7/22: Good Faith Offer Letter mailed via certified mail to Property Owner.
 - xiv. 7/11/22: Signed certified card return date for Good Faith Offer Letter.
 - xv. 7/29/22: Town received signed easement documents from 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 on or before July 29, 2022; 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.

7006 2760 0004 8356 0949

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Total Postage & Fees	\$ 9.75

JUL 07 2022

Postmark
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USPS

Sent To Nickolas Schulz
Street, Apt. No.,
or PO Box No. 10795 Oakmont St.
City, State, ZIP+4 Overland Park, KS 66210

PS Form 3800, August 2006

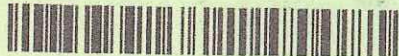
See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Nickolas Schulz
10795 Oakmont St.
Overland Park, KS 66210



9590 9402 7064 1225 8385 96

2. Article Number (Transfer from service label)

7006 2760 0004 8356 0949

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent

☐ Addressee

C. Date of Delivery

7/11/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Registered Mail
Registered Mail Restricted Delivery
(\$500)

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Prepared and Recorded By:
Town of Front Royal
102 E. Main
Front Royal, VA 22630

Tax Map No. 20-29E

This Deed is exempt (i) from recordation taxes pursuant to Section 58.1-811 (A)(3) and (C)(5) of the Code of Virginia (1950), as amended, and (ii) from the payment of Clerk's fees pursuant to Section 17.1-266 of the Code of Virginia (1950), as amended.

NOTICE TO THE CLERK: When indexing this instrument, please refer to the Town of Front Royal Parallel Waterline for the Route 522 North Corridor project.

This Deed of Easement is made and entered this 22 day of JULY, 2022
by and between NICKOLAS SCHULZ, herein referred to as **GRANTOR** and the Town of Front Royal, Virginia, "Town", a Municipal Corporation, herein referred to as **GRANTEE**.

WITNESSETH:

That for and in consideration of the sum of One Hundred Thirty Six Dollars and Twenty Nine Cents (\$136.29) cash in hand paid by the Grantee to the Grantor, receipt whereof is hereby acknowledged, the Grantor grants and conveys unto the Grantee, its successors and assigns, the following rights in real property situated in Warren County, Virginia, to wit:

The privilege and easement in perpetuity to construct, lay, maintain, repair, inspect, improve and operate within the easement as shown on an easement figure(s) "Exhibit 1" dated November 18, 2020, prepared by CHA Consulting, Inc., and attached hereto and made a part of this instrument. The said easement is marked thereon as shown in the attached figure(s) "Exhibit 1" The real estate encumbered by this deed was conveyed to the Grantor by deed dated 2/22/2007 and recorded in the Warren County, VA Clerk's Office as Instrument No. 070001767, and designated on the Land Records as Tax Map No. 20-29E (herein referred to as "the Property").

In addition, the Grantor grants and conveys unto the Grantee, its successors and assigns, an underground easement for water facilities (which have been installed) which serve the Town, designated as 139 WHITE OAK DR.

This easement is subject to all existing easements, rights-of-way, and restrictions and is further subject to the following conditions:

1. The Grantee shall assume all responsibility for repair, maintenance, reconstruction and replacement of the water facilities within the easement.

2. The water facilities constructed shall remain the property of the Grantee. The Grantee shall have the right to inspect, rebuild, remove, repair, improve and make such changes, alterations, additions to or extensions of its water facilities within the boundaries of said easement as are consistent with the purpose expressed herein. All construction, maintenance, equipment and water facilities shall comply with all applicable law ordinances, codes and regulations.

3. Upon 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 resodding 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 water 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 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.

4. That the Grantee may (but is not required to) trim, cut, remove, and keep clear all trees, limbs, undergrowth, and any and all other obstructions, within the said 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 water facilities therein or thereon and the Grantee shall have all such other rights and privileges as are reasonably necessary or convenient for the full enjoyment and use of the easement herein granted for the aforesaid purpose.

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

6. That Grantee will exercise reasonable care to protect the Property from damage or injury occasioned in the enjoyment of the easement and rights herein granted, and to promptly repair the Property or reimburse the Grantor for any property damaged beyond repair.

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

8. That Grantor shall have no right, title, interest, estate or claim whatsoever in or to any of the water facilities or other equipment and accessories installed by virtue hereof.

9. This permanent easement shall run with the land of the Grantor, and shall be binding upon the heirs, executors, administrators, successors, and assigns of the Grantor and the Grantee.

WITNESS the following signatures and seals.

NDSchly (SEAL)
Property Owner 1

STATE OF VIRGINIA, TO-WIT:

I, KAMNA SOOD a Notary Public in and for the State, do hereby certify that NICKOLAS SCHULZ, whose name is signed to the foregoing Deed of Easement, dated 7/22/22, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

My commission expires: 7/21/2025

Registration No.: 1184311

Given under my hand this 22 day of July, 2022

 KAMNA SOOD
My Appt. Exp. 7/21/2025 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.

WITNESS the following signature:

GRANTEE: TOWN OF FRONT ROYAL, VIRGINIA

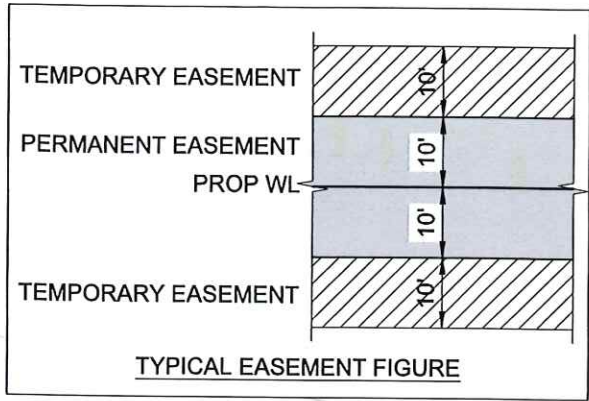
BY: _____

Steven Hicks, Town Manager

File: V:\PROJECTS\AN\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



PIN 20-28F1
 LORA SIMPSON
 INST. 180006468

10' TEMPORARY
 EASEMENT

20' PERMANENT
 EASEMENT

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

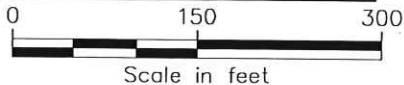
PIN 20-29E
 NICKOLAS SCHULZ
 INST. 070001767

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	

Drawing Copyright © 2020



1341 Research Center Drive, Suite 2100
 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



Redundant Water Line Easement Acquisition/Condemnation Process

Process Timeline

- **6/13/22:** Council Work Session to preview Public Necessity Resolution
- **6/27/22:** Council Public Hearing/Approval of Public Necessity Resolution
- **7/7/22:** Good Faith Offer Letter sent to Schulz Property
- **7/11/22:** Council Work Session to preview Condemnation Resolution
- **7/25/22:** Council Regular Business Meeting to consider/act on Condemnation Resolution
- **7/29/22:** Town received signed easement documents for the Schulz easement; Council Packet Deadline for 8/16/22 Special Meeting
- **8/1/22:** Good Faith Offer Letter sent to F&R Limited Partnership Properties
- **8/16/22:** Council Special Meeting to consider/act on Condemnation Resolution
- **9/1/22:** Send Condemnation Notice to F&R Limited Partnership Property Owner (30-45 Days)
- **10/17/22:** 30-45 Day notice period over for F&R Limited Partnership Properties
- **10/21/22:** F&R Limited Partnership. 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)
- **10/25/22:** End of 4-Day Property Owner notice period F&R Limited Partnership properties



CHRISTIANSBURG
350 ARBOR DR
CHRISTIANSBURG, VA 24073-9998
(800)275-8777

08/01/2022

02:18 PM

Product	Qty	Unit Price	Price
First-Class Mail® Large Envelope	1		\$1.92
Middleburg, VA 20118 Weight: 0 lb 3.30 oz Estimated Delivery Date Thu 08/04/2022			
Certified Mail® Tracking #:			\$4.00
70200090000211218313			
Total			\$5.92

Grand Total: \$5.92

Credit Card Remitted \$5.92

Card Name: VISA
Account #: XXXXXXXXXXXX5488
Approval #: 02045C
Transaction #: 534
AID: A0000000031010 Chip
AL: VISA CREDIT
PIN: Not Required CHASE VISA

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to get the latest status. Standard Message
and Data rates may apply. You may also
visit www.usps.com USPS Tracking or call
1-800-222-1811.

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or call 1-800-410-7420

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Middleburg, VA 20118		1044 24073	
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Extra Services & Fees (check box, add fee if applicable)			08/01/2022
☐ Return Receipt (hardcopy)	\$3.00		
☐ Return Receipt (electronic)	\$0.00		
☐ Certified Mail Restricted Delivery	\$0.00		
☐ Adult Signature Required	\$0.00		
☐ Adult Signature Restricted Delivery	\$0.00		
Postage	\$1.92		
Total Postage and Fees	\$5.92		
Sent To	F&R Limited Partnership		
Street and Apt. No., PO Box No.	PO Box 832		
City, State, ZIP+4®	Middleburg VA 20118		
PS Form 3800, April 2015 PSN 7530-02-000-9047		See Reverse for Instructions	

0202 0600 2000 1217 2704

Prepared and Recorded By:
Town of Front Royal
102 E. Main
Front Royal, VA 22630

Tax Map No. **20A221-9, 20A221-11**

This Deed is exempt (i) from recordation taxes pursuant to Section 58.1-811 (A)(3) and (C)(5) of the Code of Virginia (1950), as amended, and (ii) from the payment of Clerk's fees pursuant to Section 17.1-266 of the Code of Virginia (1950), as amended.

NOTICE TO THE CLERK: When indexing this instrument, please refer to the Town of Front Royal Redundant Waterline for the Route 522 North Corridor project.

This Deed of Easement is made and entered this _____ day of _____, 20__ by and between F&R LIMITED PARTNERSHIP, herein referred to as **GRANTOR** and the **Town of Front Royal, Virginia**, “Town”, a Municipal Corporation, herein referred to as **GRANTEE**.

WITNESSETH:

That for and in consideration of the sum of Four Thousand Seven Hundred Fifteen Dollars and Zero Cents (\$4,715.00) cash in hand paid by the Grantee to the Grantor, receipt whereof is hereby acknowledged, the Grantor grants and conveys unto the Grantee, its successors and assigns, the following rights in real property situated in Warren County, Virginia, to wit:

The privilege and easement in perpetuity to construct, lay, maintain, repair, inspect, improve and operate within the easement as shown on an easement plat titled “Plat Showing 20’ Permanent Water Line Easement And 20’ Temporary Construction Easement”, dated March 15, 2022, prepared by Marsh and Legge Land Surveyors, P.L.C., and attached hereto and made a part of this instrument. The said easement is marked thereon as shown in the attached plat. The real estate encumbered by this instrument was conveyed to the Grantor by deeds dated 1/25/1991, 6/30/2004 and recorded in the Warren County, VA Clerk’s Office in Deed Book 441, Page 713, and as Instrument Number 040007340, and designated on the Land Records as Tax Map No. 20A221-11, 20A221-9 (herein referred to as “the Property”).

In addition, the Grantor grants and conveys unto the Grantee, its successors and assigns, an underground easement for water facilities (which have been installed) which serve the Town, designated as 0 HAPPY CREEK RD.

This easement is subject to all existing easements, rights-of-way, and restrictions and is further subject to the following conditions:

1. The Grantee shall assume all responsibility for repair, maintenance, reconstruction and replacement of the water facilities within the easement.

2. The water facilities constructed shall remain the property of the Grantee. The Grantee shall have the right to inspect, rebuild, remove, repair, improve and make such changes, alterations, additions to or extensions of its water facilities within the boundaries of said easement as are consistent with the purpose expressed herein. All construction, maintenance, equipment and water facilities shall comply with all applicable law ordinances, codes and regulations.

3. Upon 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 resodding 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 water 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 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.

4. That the Grantee may (but is not required to) trim, cut, remove, and keep clear all trees, limbs, undergrowth, and any and all other obstructions, within the said 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 water facilities therein or thereon and the Grantee shall have all such other rights and privileges as are reasonably necessary or convenient for the full enjoyment and use of the easement herein granted for the aforesaid purpose.

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

6. That Grantee will exercise reasonable care to protect the Property from damage or injury occasioned in the enjoyment of the easement and rights herein granted, and to promptly repair the Property or reimburse the Grantor for any property damaged beyond repair.

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

8. That Grantor shall have no right, title, interest, estate or claim whatsoever in or to any of the water facilities or other equipment and accessories installed by virtue hereof.

9. This permanent easement shall run with the land of the Grantor, and shall be binding upon the heirs, executors, administrators, successors, and assigns of the Grantor and the Grantee.

WITNESS the following signatures and seals.

_____ (SEAL)

Property Owner

STATE OF VIRGINIA, TO-WIT:

I, _____, a Notary Public in and for the State, do hereby certify that F&R LIMITED PARTNERSHIP, whose name is signed to the foregoing Deed of Easement, dated _____, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

My commission expires: _____

County and State: _____

Registration No.: _____

Given under my hand this _____ day of _____, 20__.

NOTARY PUBLIC

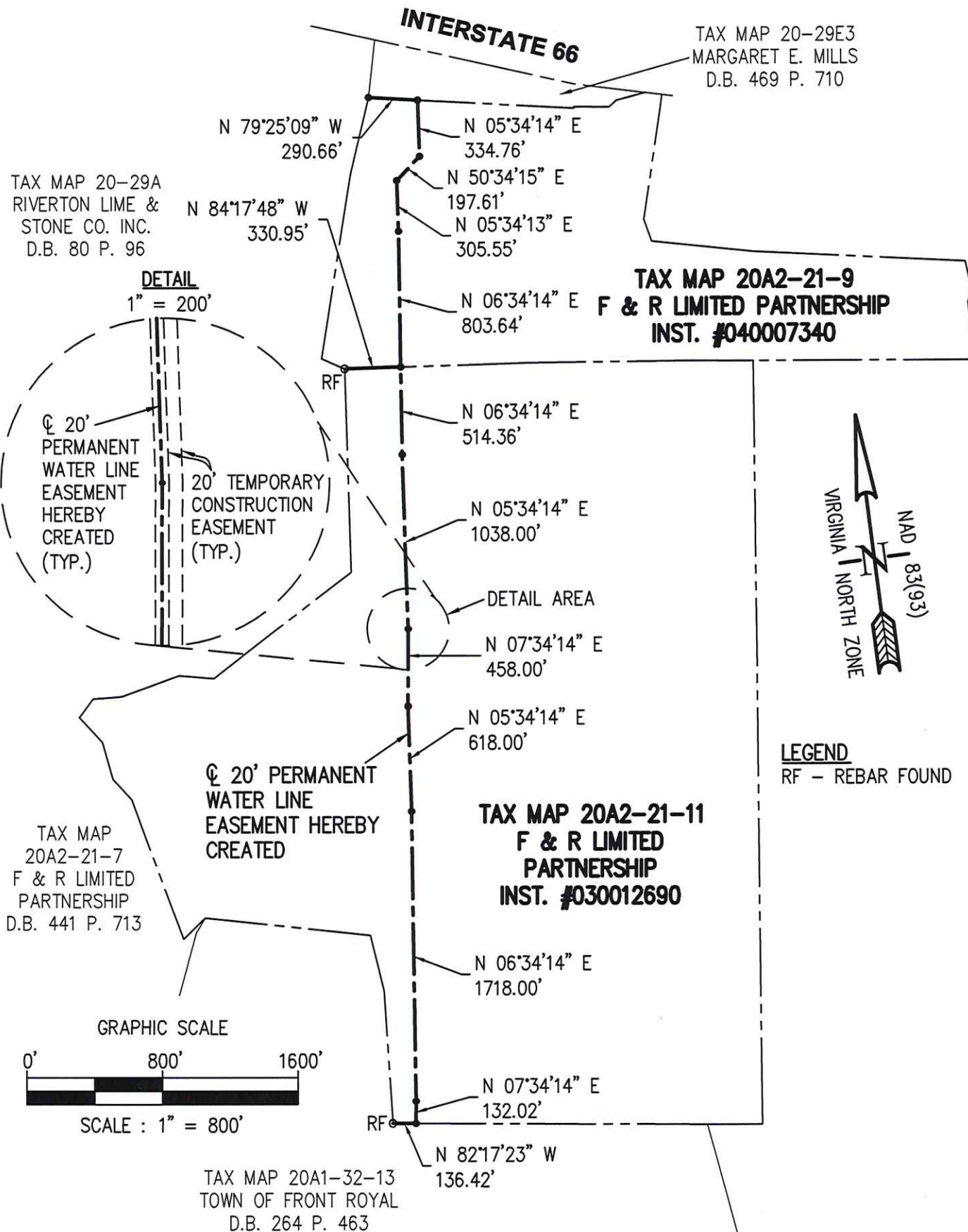
The foregoing conveyance is hereby accepted by the Town of Front Royal, Virginia, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance on behalf of the Town.

WITNESS the following signature:

GRANTEE: TOWN OF FRONT ROYAL, VIRGINIA

BY: _____

Steven Hicks, Town Manager



NOTES

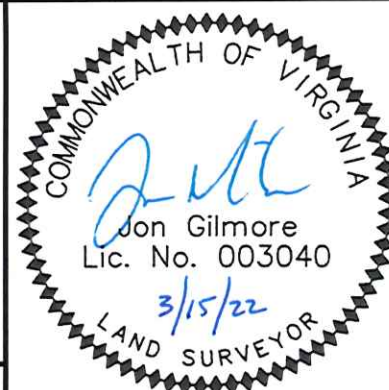
1. NO TITLE REPORT FURNISHED; THEREFORE, EASEMENTS OR ENCUMBRANCES AFFECTING THE PROPERTY REPRESENTED BY THIS SURVEY MAY EXIST THAT ARE NOT SHOWN ON THIS PLAT.
2. THE INFORMATION SHOWN ON THIS PLAT IS BASED ON AN ACTUAL FIELD SURVEY COMPLETED UNDER MY SUPERVISION ON 30 OCTOBER 2020.

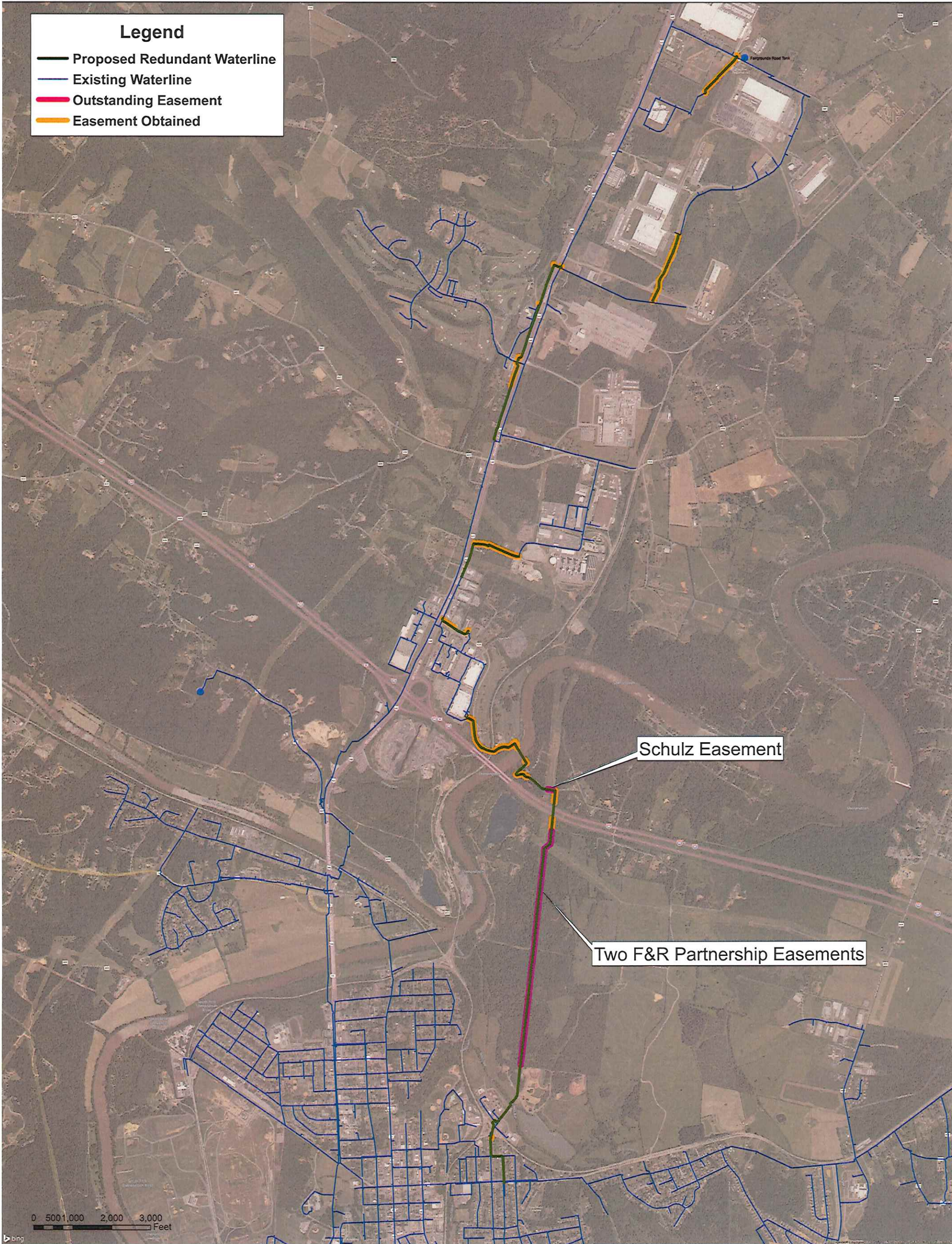
www.marsh and legge.com

**Marsh & Legge Land
Surveyors, P.L.C.**

560 NORTH LOUDOUN STREET
WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0468
FAX (540) 667-0469

**PLAT SHOWING 20' PERMANENT
WATER LINE EASEMENT AND 20'
TEMPORARY CONSTRUCTION
EASEMENT
ON THE LANDS OF
F & R LIMITED PARTNERSHIP
SHENANDOAH MAGISTERIAL DISTRICT
WARREN COUNTY, VIRGINIA**







RESOLUTION
Redundant Waterline for the Route 522 North Corridor

WHEREAS, the Town of Front Royal (the “Town”), an incorporated town within Warren County, Virginia, needs to install multiple segments of 12-inch water main in the Town of Front Royal and Warren County to provide redundancy and increased reliability to the Route 522 North Corridor; and,

WHEREAS, Town staff has informed the Town Council that the existing water system has only one main providing water service to the Route 522 Corridor; and,

WHEREAS, Town staff has informed the Town Council of the Town that the most suitable location for the installation of the water main is through the adjacent private properties in the Town and Warren County, Virginia; and,

WHEREAS, Town staff has informed the Town Council of the Town a) that negotiations have not progressed with the owner of the properties listed herein, b) that the easements are needed for the new water lines, c) the methodology used in valuing the easements, as attached to 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 person who owns property along the proposed route as described above in the Town of Front Royal and Warren County, Virginia, but who does 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



WHEREAS, in order to proceed with the new potable water line, Town staff has recommended that the Town acquire such permanent water system easements either through negotiations with the property owner or through the exercise of eminent domain if negotiations with the property owner prove unsuccessful; and,

WHEREAS, the Town has been unable to acquire the permanent water system easements with the property owner; and,

WHEREAS, the Town properly advertised a public hearing for the purpose of informing the public of the need to exercise eminent domain to acquire the permanent water system easements, and such public hearing was held at the Warren County Government Center Board Room at 7:00 p.m. on June 27, 2022 for the purpose of giving all citizens the opportunity to state their views; now,

THEREFORE, BE IT RESOLVED by the Town Council of the Town of Front Royal that acquisition of the permanent water system easements through the exercise of eminent domain is hereby approved and the Town Manager is hereby authorized and directed to initiate condemnation proceedings and to take all steps necessary to acquire the permanent water system easements through the exercise of eminent domain.



This resolution shall take effect immediately.

Member _____ made a motion to approve this Resolution.

Member _____ made a Second to approve.

Council Member Votes: ____ Aye ____ Nay ____ Abstain

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 special meeting of the Town Council of the Town of Front Royal duly called and held **August 16th, 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.



Special Work Session Agenda Statement

Item # 04

Meeting Date: August 16, 2022

CLOSED MEETING

Motion to Go into Closed Meeting

I move that Town Council convene and go into Closed Meeting

- 1) for the discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, specifically Town Manager, Town Attorney, and Clerk of Council pursuant to §2.2-3711(A)(1) of the Code of Virginia; and,
- 2) consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel specifically, support of the Front Royal Economic Development Authority, pursuant to §2.2-3711(A)(8) 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.