



TOWN COUNCIL SPECIAL MEETING

Tuesday, October 11, 2022 @ 6:00pm in the Town Hall Upstairs Conference Room

1. Roll Call
2. Resolution - Commitment to Fund Share of Projects with VDOT/Grant Signature Authority — *K Leidich*
3. CLOSED MEETING – Council Vacancy Interviews
4. COUNCIL APPOINTMENT
5. Adjourn

TOWN COUNCIL REGULAR WORK SESSION

Tuesday, October 11, 2022, immediately after the Special Meeting

Town Hall Upstairs Conference Room

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

1. Roll Call
2. Redundant Waterline Update — *BJ Wilson*
 - A. Award Contract Administration & Permitting
 - B. Award Bid for Construction
 - C. FY23 Budget Amendment and Inflow/Infiltration Storm Water Abatement (Public Hearing)
3. Items Slated for Public Hearings on October 24th
 - A. Special Use Permit for Short-Term Rental at 30 Fairview Avenue – VESTA Management - *L. Kopishke*
 - B. Special Exception for Parking at 12 Chester Street – Lea Justice - *L. Kopishke*
 - C. Proposed Ordinance Amendment to Town Code Chapter 142 – Snow/Ice on Sidewalks – *K. Leidich*
4. Items Slated for Consent Agenda for October 24th Regular Council Meeting
 - A. Update to Right-of-Way Vacation Policy — *Tina Presley/George Sonnett*
 - B. PRV Vault Purchase for Richmond Road - *BJ Wilson*
 - C. PRV Vault Installation for Richmond Road - *BJ Wilson*
5. Comprehensive Plan Update — *Lauren Kopishke*
6. Front Royal Economic Development Authority Discussion — *Kathy Leidich*
7. Open Discussion
8. CLOSED MEETING – Personnel and Consultation with Legal Counsel
9. Adjourn



Special Council Meeting Agenda Statement

Item # 02

Meeting Date: October 11, 2022

Agenda Item: Resolution for Commitment to Fund Share of Projects with VDOT and Grant Signature Authority

Summary: Council is requested to approve a resolution committing to fund share of projects with the Virginia Department of Transportation (VDOT) and grant signature authority for all VDOT projects in the Town of Front Royal to the Interim Town Manager on the Town's behalf, as presented.

Budget/Funding: None

Meetings: None

Proposed Motion: I move that Council approve a resolution committing to fund share of projects with the Virginia Department of Transportation (VDOT) and grant signature authority for all VDOT projects in the Town of Front Royal to Interim Town Manager Kathleen R. Leidich on the Town's behalf, as presented.

Moved _____ *Seconded* _____

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

**RESOLUTION
COMMITMENT TO FUND SHARE OF PROJECTS WITH VDOT AND
PROVIDE SIGNATURE AUTHORITY**

WHEREAS, the Town of Front Royal, Virginia is a recipient of Virginia Department of Transportation (VDOT) funds for transportation-related projects: and,

WHEREAS, the VDOT requires each locality, by resolution, to provide assurance of its commitment to funding its local share and provide signature authority; and,

NOW THEREFORE BE IT RESOLVED THAT the Front Royal Town Council of Front Royal, Virginia commits to fund its local share, as applicable, of the projects(s) under agreement with the VDOT in accordance with the project financial document(s); and,

BE IT FURTHER RESOLVED THAT the Front Royal Interim Town Manager Kathleen R. Leidich and/or her designee be authorized to execute all agreements and/or addendums for any approved projects with the Virginia Department of Transportation.

APPROVED:

Chris W. Holloway, Mayor

Attest:

Tina L. Presley, Clerk of Council

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

Lori A. Cockrell __ Yes __ No

Gary L. Gillispie __ Yes __ No

Letasha T. Thompson __ Yes __ No

Amber F. Morris __ Yes __ No

Zachary Jackson __ Yes __ No

Approved as to Form and Legality:

George M. Sonnett, Jr, Deputy Town Attorney

Dated: _____



Special Council Meeting Agenda Statement

Item # 03

Meeting Date: October 11, 2022

CLOSED MEETING

Motion to Go into Closed Meeting

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

Motion to Certify Closed Meeting at its Conclusion

[At the conclusion of the Closed Meeting, immediately re-convene in open meeting and take a roll call vote on the following:]

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

Moved _____ Seconded _____

Cockrell _____ Gillispie _____ Jackson _____ Morris _____ Thompson _____



Special Council Meeting Agenda Statement

Item # 04

Meeting Date: October 11, 2022

Agenda Item: Council Appointment

Summary: Council is requested, pursuant to Virginia Code §15.2-228, to appoint on an interim basis qualified voter of the Town of Front Royal to fill the vacancy on Town Council created by the resignation of former Councilmember Joseph McFadden. The term of office will begin immediately upon qualification and will expire upon the qualification of the person elected to fill the remainder of the original term of office at the special election to be held on November 7, 2023.

Budget/Funding: None

Meetings: Various closed meetings

Proposed Motion: I move that Council, acting pursuant to Virginia Code §15.2-228, appoint _____ a qualified voter of the Town of Front Royal to the Front Royal Town Council to fill the vacancy created by the resignation of former Councilmember Joseph McFadden with the term of office beginning immediately upon qualification and expiring upon qualification of the person elected to fill the remainder of the original term of office at the special election to be held on November 7, 2023.

Moved _____ *Seconded* _____

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

WORK SESSION



Work Session Agenda Statement

Item # 2A

Meeting Date: October 11, 2022

Agenda Item: Award Redundant Waterline Contract Administration & Permitting

Summary: Council awarded an engineering services contract to C.H.A. Engineering on April 27, 2020, that provided an option for contract administration for the redundant waterline.

Council is now requested to award the optional contract administration portion of the original contract and include permitting support for oversight of the construction of the 522 North Corridor Redundant Waterline.

Budget/Funding: A FY2022-23 Budget Amendment will require approval in order to move forward with the construction

9601-3510110 Water Funds Forward \$ 380,000.00

9602-47513 Water Line Maintenance Professional Services \$ 380,000.00

Staff Recommendation: Staff recommends Council award as presented under the consent agenda for October 24th Regular Council Meeting.



Date: 9/28/22

PROJECT No. 59221

Extra Work No. 1

EXTRA WORK AUTHORIZATION

In accordance with the written Contract dated 5/20/20 between the parties designated below for:

THE PROJECT: Engineering Services for the Parallel Waterline for the Water Supply for the Route 522 North Corridor**THE CLIENT:** Town of Front Royal

hereby authorizes the Engineer to proceed with additional services as follows:

SCOPE OF SERVICES:

Contract administration (modified from current contract as shown on attached document), permitting, and construction inspection services (see attached Scope of Services)

SCHEDULE:

Services will be provided throughout the duration of the project.

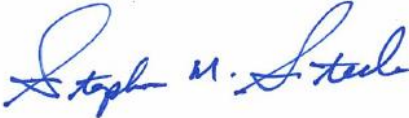
FEE

Construction Contract Administration - Under Current Contract

Resident Project Inspection - \$350,000

Permitting Support - \$30,000

Upon return of a fully-executed authorization, this Supplement shall become a part of the Agreement identified above.

APPROVED BY: ENGINEER	APPROVED BY: CLIENT
NAME: Stephen Steele, P.E.	NAME:
SIGNATURE: 	SIGNATURE:
TITLE: Vice President	TITLE:
DATE: 9/28/22	DATE:



Construction Contract Administration Redundant Waterline Project

Scope of Services - Construction Contract Administration

General

- CHA shall furnish all labor, materials, and resources necessary to serve as the Engineer as defined herein in assisting the Town of Front Royal (Town) with the administration of the Construction Contract for the expected 12-month duration beginning in early 2023.
- CHA shall consult with the Town and act as the Town's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If the Town, or the Town and the Contractor, modify the duties, responsibilities, and authority of CHA in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on CHA, then the Town shall compensate CHA for any related increases in the cost to provide Construction Phase services. CHA shall not be required to furnish or perform services contrary to CHA's responsibilities as a licensed professional. All of the Town's instructions to the Contractor will be issued through CHA, which shall have authority to act on behalf of the Town in dealings with the Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
- CHA shall furnish the services of a Resident Project Representative at the Site to assist the Town and CHA in providing observation of the Contractor's work. Duties, responsibilities, and authority of the Resident Project Representative are as set forth herein. The furnishing of such RPR's services will not limit, extend, or modify CHA's responsibilities or authority except as expressly set forth in herein.

Construction Contract Administration

- Upon written authorization from the Town, CHA shall:
 - *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
 - *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with the Town and the Contractor jointly develop such protocols for transmittals between and among the Town, the Contractor, and CHA during the Construction Phase.

- *Schedules*: Receive, review, and determine the acceptability of any and all schedules that the Contractor is required to submit to CHA, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which in CHA's judgment are necessary to enable the Contractor to proceed. The Town shall compensate CHA for any costs associated with establishing or re-establishing benchmarks or baselines that require the services of a licensed surveyor.
- *Visits to Site and Observation of Construction*: In connection with observations of the Contractor's Work while it is in progress:
 - Make visits to the Site at intervals appropriate to the various stages of construction, as CHA deems necessary, to observe as an experienced and qualified design professional the progress of the Contractor's executed Work. Such visits and observations by CHA, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to CHA in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on CHA's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, CHA will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and CHA shall keep the Town informed of the progress of the Work.
 - The purpose of CHA's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable CHA to better carry out the duties and responsibilities assigned to and undertaken by CHA during the Construction Phase, and, in addition, by the exercise of CHA's efforts as an experienced and qualified design professional, to provide for the Town a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that the Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. CHA shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall CHA have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, CHA neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- *Defective Work*: Reject Work if, on the basis of CHA's observations, CHA believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to the Town regarding whether the

Contractor should correct such Work or remove and replace such Work, or whether the Town should consider accepting such Work as provided in the Construction Contract Documents.

- *Compatibility with Design Concept:* If CHA has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform the Town of such incompatibility, and provide recommendations for addressing such Work.
- *Clarifications and Interpretations:* Accept from the Contractor and the Town submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
- *Non-reviewable Matters:* If a submitted matter in question concerns, CHA's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then CHA will promptly give written notice to the Town and the Contractor that CHA will not provide a decision or interpretation.
- *Field Orders:* Subject to any limitations in the Construction Contract Documents, CHA may prepare and issue Field Orders requiring minor changes in the Work.
- *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to the Town, as appropriate, and prepare Change Orders and Work Change Directives as required.
- *Differing Site Conditions:* Respond to any notice from the Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for the Town's use.
- *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required the Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. CHA shall meet any the Contractor's submittal schedule that CHA has accepted.
- *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor.
- *Inspections and Tests:*
 - Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. CHA's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and

will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. CHA shall be entitled to rely on the results of such inspections and tests.

- As deemed reasonably necessary, request that the Contractor uncover Work that is to be inspected, tested, or approved.
- Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from the Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to the Town and the Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then CHA will notify the parties that CHA will not resolve the Change Proposal. (b) Provide information or data to the Town regarding engineering or technical matters pertaining to Claims.
- *Applications for Payment:* Based on CHA's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - Determine the amounts that CHA recommends the Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute CHA's representation to the Town, based on such observations and review, that, to the best of CHA's knowledge, information and belief, the Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to the Contractor's being entitled to such payment appear to have been fulfilled in so far as it is CHA's responsibility to observe the Work. In the case of unit price Work, CHA's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - By recommending payment, CHA shall not thereby be deemed to have represented that observations made by CHA to check the quality or quantity of the Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of the Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CHA in this Agreement. Neither CHA's review of the Contractor's Work for the purposes of recommending payments nor CHA's recommendation of any payment including final payment will impose on CHA responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs

incident thereto, or the Contractor's compliance with Laws and Regulations applicable to the Contractor's furnishing and performing the Work. It will also not impose responsibility on CHA to make any examination to ascertain how or for what purposes the Contractor has used the money paid to the Contractor by the Town; to determine that title to any portion of the Work, including materials or equipment, has passed to the Town free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between the Town and the Contractor that might affect the amount that should be paid.

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

Project Resident Representation

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

or otherwise. Transmit CHA's clarifications, interpretations, and decisions to the Contractor.

- *Shop Drawings and Samples:*
 - Receive Samples that are furnished at the Site by the Contractor and notify CHA of availability of Samples for examination.
 - Advise CHA and the Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from the Contractor, or has not been approved by the Contractor or CHA.
- *Proposed Modifications:* Consider and evaluate the Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to CHA. Transmit CHA's response (if any) to such suggestions to the Contractor.
- *Review of Work; Defective Work:*
 - Report to CHA whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - Inform CHA of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to CHA for addressing such Work.
 - Advise CHA of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
- *Records:*
 - Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, CHA's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
 - Prepare a daily report or keep a diary or log book, recording the Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CHA.
 - Upon request from the Town to CHA, photograph or video Work in progress or Site conditions.
 - Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all the Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - Maintain records for use in preparing Project documentation.

- Upon completion of the Work, furnish original set of all RPR Project documentation to CHA.
- *Reports:*
 - Draft and recommend to CHA proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from the Contractor.
 - Furnish to CHA and the Town copies of all inspection, test, and system start-up reports.
 - Immediately inform CHA of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
- *Payment Requests:* Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to CHA, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- *Completion:*
 - Participate in CHA's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - Participate in CHA's visit to the Site in the company of the Town and the Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by the Contractor.
 - Observe whether all items on the final punch list have been completed or corrected, and make recommendations to CHA concerning acceptance and issuance of the Notice of Acceptability of the Work.
- Resident Project Representative shall not:
 - Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - Exceed limitations of CHA's authority as set forth in this Agreement.
 - Undertake any of the responsibilities of the Contractor, Subcontractors, or Suppliers, or any Constructor.
 - Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by the Contractor or any other Constructor.
 - Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of the Town or the Contractor.
 - Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by CHA.
 - Accept Shop Drawing or Sample submittals from anyone other than the Contractor.
 - Authorize the Town to occupy the Project in whole or in part.

Permitting Support

- Prior to the commencement of all work, ensure that all contractors are made aware of the possibility of encountering the Federally Threatened Madison Cave Isopod on site and coordinate all sightings and relocations with USFWS and the DWR.
- Prior to the commencement of all work, ensure that all contractors are made aware of the possibility of encountering State Threatened Wood Turtles on site and become familiar with their appearance, status and life history and coordinate all sightings and relocations with the DWR utilizing the Wood Turtle Field Observation Form.
- Notify DEQ in writing prior to the start of construction activities.
- Coordinate with DCR if karst features such as sinkholes, caves, disappearing streams, and large springs are encountered during the project.
- Submit a request for a VMRC permit extension of time beyond May 1, 2023, if needed.
- Coordinate with DWRs' for any work within 900 feet of the Shenandoah River conducted outside of the April 1 through September 30 State Threatened Wood Turtle time-of-year restriction.
- Coordinate with the DCR if karst features such as sinkholes, caves, disappearing streams, or large springs are encountered during the project.
- Take preconstruction photographs at each impact area prior to initiation of activities and maintain on the project site. Label each photograph in accordance with permit requirements.
- Conduct site inspections once every calendar month during activities within impact areas specified in the VWP permit using the Department of Environmental Quality form. The form shall be kept on site and made available for review by the Department of Environmental Quality staff upon request during normal business hours.
- Submit a VWP general permit construction status update form to DEQ twice per year for the duration of the project. Forms completed in June shall be submitted by July 10, and forms completed in December shall be submitted by January 10.
- Notify DEQ in writing within 30 days following the completion of all activities in all authorized impact areas.
- Prepare and submit to USACE Certificate of Compliance upon completion of permitted activities.
- Notify VMRC when the project is completed.

Fee Breakdown

Construction Contract Administration	Under Current Contract (\$82,000)
Resident Project Inspection	\$350,000
Permitting Support	\$ 30,000

This work will be billed hourly not to exceed each amount without prior authorization from the Town.



Work Session Agenda Statement

Item # 2B

Meeting Date: October 11, 2022

Agenda Item: Award Bid for Redundant Waterline Construction

Summary: Council is requested to award a bid to Snyder Environmental Services in the amount of \$18,294,904.00 for the construction of the Redundant Waterline for the Route 522 Corridor.

Budget/Funding: A FY2022-23 Budget Amendment will require approval in order to move forward with the construction

9601-3310117	Water Treatment Plant ARPA Funds	\$ 9,925,590.00
9601-3410206	Water Treatment Plant Reimbursement	\$ 3,500,000.00
9601-3510110	Water Funds Forward	\$ 4,869,314.00
9602-47513	Water Line Maintenance Waterline Upgrade	\$18,294,904.00

Staff Recommendation: Staff recommends Council award as presented under the consent agenda for October 24th Regular Meeting of Council.



September 7, 2022

Ms. Kathleen R. Leidich, AICP
Interim Town Manager
Town of Front Royal
P.O. Box 1560
Front Royal, VA 22630

**RE: CHA Recommendation of Award for the Redundant Waterline for the Route 522 Corridor;
CHA Project No. 59221**

Dear Kathleen:

On Wednesday, August 31, 2022, at 2:00 p.m., bids were received for the above referenced Project at the Town's Finance Department Conference Room where they were opened and read aloud. The Project involves construction of a new 12-inch and 18-inch waterline meant to create loops within the existing water distribution system in the Route 522 Corridor and serve as a redundant source of supply for this area.

The table below summarizes the two bids received, and a detailed bid summary is enclosed.

Bidder	Contract 1	Contract 2	Contract 2 Bid Alternate 1	Contract 2 Bid Alternate 2	Total
Snyder Environmental Services	\$15,379,870.00	\$2,000,737.00	\$399,130.00	\$515,167.00	\$18,294,904.00
Kiewit Infrastructure South Company	\$23,087,700.80	No Bid	No Bid	No Bid	N/A

Kiewit had a small mathematical error on the multiplication of a unit price for Contract 1, Bid Item 1.15-Casing Pipe: Railroad Crossing. Per the Bidding Documents, the adjustment required made their bid \$275.80 higher than their bid indicated. This error did not affect the outcome of bidding.

Snyder Environmental Services was the Apparent Low Bid on Contract 1 and was the only responsive bidder on Contract 2 and the associated alternates. The Bid was in line with or lower than the Engineer's opinion of probable cost for Contract 2 and the associated alternates.

Based upon the above, CHA recommends that the Town award the Contract to Snyder Environmental Services, and proceed with the Project in its entirety, including Contracts 1 & 2, as well as both bid alternates.

We appreciate the opportunity to work with the Town on this Project. If you should have any questions with respect to this recommendation, please do not hesitate to contact me.

Sincerely,



Eric T. Anderson, P.E.
Project Manager

Enclosures

FINAL OPINION OF PROBABLE CONSTRUCTION COST
TOWN OF FRONT ROYAL
PARALLEL WATERLINE FOR THE ROUTE 522 NORTH CORRIDOR
CHA PROJECT NO. 059221
August 31, 2022

CONTRACT 1 – BASE BID SCHEDULE							
ALIGNMENTS A, B & F – WATERLINES, MANASSAS AVENUE PUMP STATION, TELEMETRY							
				Snyder Environmental Services		Kiewit Infrastructure South Company	
Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
1.1	Bonds, Insurance, and Mobilization	LS	1	\$1,660,000.00	\$1,660,000.00	\$1,500,000.00	\$1,500,000.00
1.2	Casing Pipe: I-66 Crossing	LF	580	\$2,350.00	\$1,363,000.00	\$5,300.00	\$3,074,000.00
1.2.1	18-IN Carrier Pipe and Fittings: I-66 Crossing	LS	1	\$101,700.00	\$101,700.00	\$800,000.00	\$800,000.00
1.3	Shaft: Shenandoah River Crossing	EA	2	\$1,535,000.00	\$3,070,000.00	\$2,650,000.00	\$5,300,000.00
1.3.1	18-IN Vertical Pipe and Fittings: Shenandoah River Crossing	EA	2	\$109,500.00	\$219,000.00	\$165,000.00	\$330,000.00
1.4	Casing Pipe: Shenandoah River Crossing	LF	570	\$5,125.00	\$2,921,250.00	\$8,325.00	\$4,745,250.00
1.4.1	18-IN Carrier Pipe and Fittings: Shenandoah River Crossing	LS	1	\$365,000.00	\$365,000.00	\$568,000.00	\$568,000.00
1.5	Water Main and Fittings, 12-IN, Not In Asphalt	LF	15,042	\$125.00	\$1,880,250.00	\$77.50	\$1,165,755.00
1.5A	Water Main Material Only, 12-IN, Not In Asphalt	LF	15,042	\$60.00	\$902,520.00	\$70.00	\$1,052,940.00
1.6	Water Main and Fittings, 12-IN, In Public Road Asphalt (Washington Avenue, East 7th Street, Manassas Avenue)	LF	1424	\$197.00	\$280,528.00	\$140.00	\$199,360.00
1.6A	Water Main Material Only, 12-IN, In Public Road Asphalt	LF	1424	\$60.00	\$85,440.00	\$73.00	\$103,952.00
1.7	Water Main and Fittings, 12-IN, In Striped Public Road Asphalt (Country Club Road)	LF	563	\$115.00	\$64,745.00	\$157.00	\$88,391.00
1.7A	Water Main Material Only, 12-IN, In Striped Public Road Asphalt	LF	563	\$60.00	\$33,780.00	\$81.00	\$45,603.00
1.8	Gate Valve and Box, 8-IN	EA	3	\$2,200.00	\$6,600.00	\$6,800.00	\$20,400.00
1.9	Gate Valve and Box, 10-IN	EA	1	\$3,200.00	\$3,200.00	\$9,000.00	\$9,000.00
1.10	Gate Valve and Box, 12-IN	EA	21	\$5,700.00	\$119,700.00	\$10,500.00	\$220,500.00
1.10.1	Tapping Sleeve, 12-IN	EA	1	\$15,300.00	\$15,300.00	\$16,000.00	\$16,000.00
1.11	Blow-Off Assembly	EA	4	\$6,000.00	\$24,000.00	\$26,000.00	\$104,000.00
1.12	Combination Air Release Valve and Vault	EA	9	\$6,300.00	\$56,700.00	\$28,300.00	\$254,700.00
1.13	Fire Hydrant Assembly	EA	7	\$8,000.00	\$56,000.00	\$24,000.00	\$168,000.00
1.14	Concrete Encasement	LF	50	\$250.00	\$12,500.00	\$3,300.00	\$165,000.00
1.15	Casing Pipe: Railroad Crossing	LF	301.1	\$2,300.00	\$692,530.00	\$3,868.00	\$1,164,654.80
1.16	Casing Pipe: Country Club Road	LF	68	\$510.00	\$34,680.00	\$625.00	\$42,500.00
1.17	Mill and Overlay: Country Club Road	LS	1	\$42,000.00	\$42,000.00	\$30,000.00	\$30,000.00
1.18	Pavement Restoration, Public Road	LF	0		\$0.00	\$0.00	\$0.00
1.19	Pavement Restoration, Private Entrance	EA	7	\$6,500.00	\$45,500.00	\$5,000.00	\$35,000.00
1.20	Gravel Road Repair, Public Road (White Oak Drive)	LF	1140	\$47.00	\$53,580.00	\$21.00	\$23,940.00
1.21	Gravel Road Repair, Private Road (8897 Winchester Road, Boat Ramp)	LF	1097	\$15.00	\$16,455.00	\$19.00	\$20,843.00
1.22	Gravel Private Entrance Restoration	EA	6	\$850.00	\$5,100.00	\$1,000.00	\$6,000.00
1.23	Red Oak Tree Replacement	EA	20	\$3,000.00	\$60,000.00	\$180.00	\$3,600.00
1.24	Construction Testing Allowance	LS	1	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
1.25	Railroad Permit Requirement Allowance	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
	Manassas Avenue Pump Station						
1.26	Pump Station Site Grading	LS	1	\$3,000.00	\$3,000.00	\$152,000.00	\$152,000.00
1.27	Concrete Foundation	LS	1	\$55,000.00	\$55,000.00	\$130,000.00	\$130,000.00
1.28	Pump Station External Electrical Work	LS	1	\$45,000.00	\$45,000.00	\$180,000.00	\$180,000.00
1.29	Manassas Avenue Packaged Water Booster Station	LS	1	\$1,000,000.00	\$1,000,000.00	\$1,300,000.00	\$1,300,000.00
1.30	Asphalt Pump Station Driveway	LS	1	\$20,000.00	\$20,000.00	\$2,500.00	\$2,500.00
1.31	Systems Integration, Controls and Remote Telemetry Allowance	LS	1	\$15,812.00	\$15,812.00	\$15,812.00	\$15,812.00
	CONTRACT 1 TOTAL				\$15,379,870.00		\$23,087,700.80

CONTRACT 2 – BASE BID SCHEDULE ALIGNMENT C WATERLINE							
				Snyder Environmental Services		Kiewit Infrastructure South Company	
Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
2.1	Bonds, Insurance, and Mobilization	LS	1	\$178,500.00	\$178,500.00	-	-
2.2	Water Main and Fittings, 12-IN	LF	5,101	\$133.00	\$678,433.00	-	-
2.2A	Water Main Material Only, 12-IN	LF	5,101	\$64.00	\$326,464.00	-	-
2.3	Gate Valve and Box, 12-IN	EA	13	\$6,000.00	\$78,000.00	-	-
2.4	Insertion Valve and Box, 12-IN	EA	1	\$35,500.00	\$35,500.00	-	-
2.5	Fire Hydrant Assembly	EA	3	\$8,555.00	\$25,665.00	-	-
2.6	Concrete Encasement	LF	60	\$360.00	\$21,600.00	-	-
2.7	Casing Pipe: Shadows Drive Crossing	LF	107	\$2,100.00	\$224,700.00	-	-
2.8	Casing Pipe: Winchester Road Crossing	LF	160	\$2,050.00	\$328,000.00	-	-
2.9	Pavement Restoration, Public Road	LF	5	\$1,875.00	\$9,375.00	-	-
2.10	Pavement Restoration, Private Entrance	EA	2	\$13,750.00	\$27,500.00	-	-
2.11	Gravel Road Repair, Private Road	LF	-		\$0.00	-	-
2.12	Gravel Private Entrance Restoration	EA	5	\$1,400.00	\$7,000.00	-	-
2.13	Special Landscaping Allowance	LS	1	\$50,000.00	\$50,000.00	-	-
2.14	Construction Testing Allowance	LS	1	\$10,000.00	\$10,000.00	-	-
CONTRACT 2 TOTAL					\$2,000,737	-	-

CONTRACT 2 – BID ALTERNATE 1 BID SCHEDULE ALIGNMENT D WATERLINE							
Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
2.1.1	Bonds, Insurance, and Mobilization	LS	1	\$17,500.00	\$17,500.00	-	-
2.1.2	Water Main and Fittings, 12-IN	LF	1,847	\$116.00	\$214,252.00	-	-
2.1.2A	Water Main Material Only, 12-IN	LF	1,847	\$64.00	\$118,208.00	-	-
2.1.3	Gate Valve and Box, 12-IN	EA	2	\$6,000.00	\$12,000.00	-	-
2.1.4	Combination Air Release Valve and Vault	EA	1	\$6,600.00	\$6,600.00	-	-
2.1.5	Fire Hydrant Assembly	EA	1	\$8,600.00	\$8,600.00	-	-
2.1.6	Pavement Restoration, Public Road	LF	42	\$285.00	\$11,970.00	-	-
2.1.7	Construction Testing Allowance	LS	1	\$10,000.00	\$10,000.00	-	-
CONTRACT 2 ALTERNATE 1 TOTAL					\$399,130	-	-

CONTRACT 2 – BID ALTERNATE 2 BID SCHEDULE ALIGNMENT E WATERLINE							
Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
2.2.1	Bonds, Insurance, and Mobilization	LS	1	\$16,000.00	\$16,000.00	-	-
2.2.2	Water Main and Fittings, 12-IN	LF	1,294	\$110.00	\$142,340.00	-	-
2.2.2A	Water Main Material Only, 12-IN	LF	1,294	\$68.00	\$87,992.00	-	-
2.2.3	Gate Valve and Box, 12-IN	EA	2	\$4,200.00	\$8,400.00	-	-
2.2.4	Gate Valve and Box, 16-IN	EA	2	\$19,000.00	\$38,000.00	-	-
2.2.5	Combination Air Release Valve and Vault	EA	1	\$6,600.00	\$6,600.00	-	-
2.2.6	Casing Pipe: Fairgrounds Road Crossing	LF	87	\$2,205.00	\$191,835.00	-	-
2.2.7	Pavement Restoration, Private Entrance	EA	1	\$14,000.00	\$14,000.00	-	-
2.2.8	Construction Testing Allowance	LS	1	\$10,000.00	\$10,000.00	-	-
CONTRACT 2 ALTERNATE 2 TOTAL					\$515,167	-	-



Work Session Agenda Statement

Item # 2C

Meeting Date: October 11, 2022

Agenda Item: FY23 Budget Amendment for Redundant Waterline and Inflow & Infiltration of Storm Water Abatement

Summary: Staff is requesting Council to approve a FY23 Budget Amendment totaling \$28,174,904.00 for the construction of the Town's redundant waterline for the 522 corridor and for Inflow and Infiltration (I&I) Abatement of Storm Water Projects.

An increase of greater than 1% of the adopted budget requires a public hearing to be held before Council may approve the budget amendment. Approving this budget amendment as presented will prevent the Town from holding multiple public hearings in the future.

This budget amendment will allocate the remaining funds that the Town has received from the American Rescue Plan Act. The Town received a total of \$15,851,180 from the American Rescue Plan Act. On October 25, 2021; the Town allocated \$2,052,087.98 of the American Rescue Plan Act Funds to Urgent Sanitary Sewer Point Repairs which have been completed and leaving a remaining balance of \$13,799,092.02 in funds received for the American Rescue Plan Act.

This FY23 budget amendment being presented to Council will:

- Receive \$3,500,000 funds from VEPCO dba Dominion Power for the redundant line
- Allocate the remaining \$13,799,092.02 A.R.P.A. funds
- Authorize use of \$5,249,314.00 Water Fund Balance Reserves
- Authorize use of \$5,626,497.98 Sewer Fund Balance Reserves
- Allow construction of redundant waterline
- Allocate funds for estimated amounts of remaining I&I Abatement Projects

Based upon figures included in the Town's Comprehensive Annual Financial Report ending June 30, 2021, the water and sewer fund balance reserve levels will be decreased, and the Town will still be able to maintain at least a 6-month reserve level for both water and sewer fund reserves. The Town of Front Royal's fiscal policy for reserve levels equates to maintaining a 3-month reserve level.

Budget/Funding:	9601-3310117	Water Treatment Plant ARPA Funds	\$ 9,925,590.00
	9601-3410206	Water Treatment Plant Reimbursement	\$ 3,500,000.00
	9601-3510110	Water Funds Forward	\$ 5,249,314.00
	9801-3310117	Waste Water Treatment ARPA Funds	\$ 3,873,502.02
	9801-3510110	Waste Water Funds Forward	\$ 5,626,497.98
	9602-43002	Water Line Maintenance Professional Services	\$ 380,000.00
	9602-47513	Water Line Maintenance Waterline Upgrade	\$18,294,904.00
	9802-47998	Sewer Line Maintenance – I&I Abatement	\$ 9,500,000.00

Staff Recommendation: Staff recommends Council move forward with a public hearing on this item at the October 24th Regular Council Meeting and approve as presented.

FUNDING OF REDUNDANT WATERLINE AND REDUNDANT WATERLINE & INFLOW AND INFILTRATION ABATEMENT OF STORM WATER

American Rescue Plan Act Funds	Funds Received 6/30/2021	\$ 7,925,590.00
	Funds Received 7/22/22	\$ 7,925,590.00
	Total	\$ 15,851,180.00

Redundant Waterline	Construction Contract 1	\$ 15,379,870.00
	Construction Contract 2 - Secondary Waterline Construction	\$ 2,000,737.00
	Construction Contract 2 - Bid Alternate 1	\$ 399,130.00
	Construction Contract 2 - Bid Alternate 2	\$ 515,167.00
	Project Representative & Permitting Support by Engineering Firm	\$ 380,000.00
	Total	\$ 18,674,904.00
	VEPCO dba Dominion Power Contribution	\$ (3,500,000.00)
	American Rescue Plan Act Funds	\$ (9,925,590.00)
	Water Fund Balance Reserve	\$ (5,249,314.00)
	Total Funding	\$ (18,674,904.00)

I&I Abatement	Est. Sewer Lining/Rehabilitation (Bid Sept 2022, Expected Completion July 2023)	\$ 4,500,000.00
	Est. Sewer Manhole Replacement (Bid Feb 2023, Completion Jan 2024)	\$ 4,000,000.00
	Est. Manhole Rehabilitation (Bid March 2023, Completion Nov 2023)	\$ 1,000,000.00
	Urgent Sanitary Sewer Point Repairs (Awarded 10/25/21)	\$ 2,052,087.98
	Total	\$ 11,552,087.98
	American Rescue Plan Act Funds	\$ (5,925,590.00)
	Sewer Fund Balance Reserve	\$ (5,626,497.98)
	Total Funding	\$ (11,552,087.98)

Summary of Effect on Water/Sewer Rates

Water - 2019/2020 rate study recommended 2% increase year over year

- Using ARPA Funds/Reserves/Dominion Funds for redundant waterline will allow Town not to have a rate increase until at least FY2027

Sewer - 2019/2020 rate study recommended 3.5% sewer rate increase year over year

- Using ARPA Funds/Reserves for I&I Abatement will reduce increase to 2.25% sewer rate increase year over year



Work Session Agenda Statement

Item 3A

Meeting Date: October 11, 2022

Agenda Item: Special Use Permit for Short-Term Rental at 30 Fairview Avenue – VESTA Management

Summary: Short term rental SUP application have been submitted to Planning staff to be located at 30 Fairview Avenue —

The applicant, VESTA Management, intends to rent the entire home. The Inspection was completed on August 25, 2022. The applicant passed the inspection. There is parking provided on site for up to two vehicles. Planning Commission held a public hearing on September 21st and recommended approval.



Staff Recommendation: Staff recommends approval of this application at the Public Hearing scheduled for the Council's October 24th Regular Meeting.



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

**Planning Commission Regular Meeting
September 21, 2022**

APPLICATION #:

2200287

APPLICANT:

VESTA PROPERTY MANAGEMENT

APPLICATION SUMMARY:

A Special Use Permit Application has been submitted for a Short-Term Rental located at 30 Fairview Avenue. The applicant intends to rent the entire home. The Inspection was completed on August 25, 2022. The applicant passed the inspection.

GENERAL INFORMATION:

Site Addresses	30 Fairview Avenue
Owner(s)	Vesta Property Management
Zoning District	R-1, Residential District
Historic District	No
Tax Identification	Tax Map #20A3-5-49 & 50
Request/ Recommendation	The Applicant is requesting to rent the entire house as a short-term rental. Staff recommends approval and does not have any recommended conditions.

View of Front Elevation – 30 Fairview Avenue



Aerial Zoning Map



Attachments: Application

2200787



Town of Front Royal
Department of Planning and Zoning
102 East Main Street
PO Box 1560
Front Royal, VA 22630

Main: 540-635-4236
Fax: 540-631-2727
www.frontroyalva.com
planning@frontroyalva.com

SPECIAL USE PERMIT REQUEST FOR SHORT TERM RENTAL

APPLICANT:

NAME: Vesta Property Management PHONE: (703)867-2140
ADDRESS 20 E 8th Street, Suite 4, Front Royal, VA 22630
E-MAIL chloe@vesta-now.com

PROPERTY OWNER:

NAME: Kiwi Properties III LLC PHONE: 5402195910
ADDRESS 30 Jobbers Mtn Road Woodville, VA 22749
E-MAIL steve@newlinebathroom.com

PROPERTY DESCRIPTION:

30 Fairview Avenue
PROPERTY ADDRESS 30 Fairview Avenue, Front Royal, VA 22630
TAX MAP 20A SECTION 3 BLOCK 5 LOT 49, 50
SUBDIVISION NAME none
ZONING DISTRICT North River-Town R-1 ACREAGE 0.172
SPECIFIC SPECIAL USE PERMIT REQUEST Short-Term Tourist Rental

- ☒ Whole house rental ☐ Partial rental, # of rooms rented _____
☐ Primary Residence ☐ Secondary Residence

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

- ☒ Survey plat or sketch to scale of property showing all **existing** improvements, parking and refuse area and property boundaries.
☒ Provide a map of area attractions
☒ Provide proof that notification to operate was sent to the HOA, if applicable.
☒ Complete management plan.
☒ Written consent given to the Town to inspect for compliance.
☒ Emergency dwelling evacuation diagram (posted in each bedroom)
☒ Application fee of \$400.00

Receipt # 093821 Date Paid _____

Revised 5/06/2022

pd 400 - check # 1001
Vesta Property Management



IN CASE OF AN EMERGENCY

If there is an emergency, or there are questions in regard to the property, please contact (owner) _____
at (phone number) _____ or (property manager) Chloe Phillips
at (phone number) 703-867-2140.

If the emergency requires immediate assistance, please call the following or 911.

Front Royal Police Department: 540-635-2111 or 911, 900 Monroe Ave, Front Royal, VA 22630

Front Royal Volunteer Fire & Rescue: 540-635-2540 or 911, 221 N Commerce Ave, Front Royal, VA 22630

Warren Memorial Hospital: 540-636-0300 or 911, 351 Valley Health Way, Front Royal, VA 22630

Electrical Outage: 540-635-3027, 1101 Manassas Avenue, Front Royal, VA 22630. Outages may be reported online at <https://www.frontroyalva.com/FormCenter/Energy-Services-6/Report-Electric-Problem-46>.

Emergency/afterhours 540-635-2111

OCCUPANCY

The Special Use Permit limits the occupancy for this short-term rental at 6 People and 4 Bedrooms.

NOISE

It shall be a violation of Chapter 106 of the Front Royal Town Code for any person, without compelling reason, to make noise that by reason of its volume, pitch, duration, or repetition, considering the time of day, is likely to disturb the rest of any person of ordinary sensibilities or interfere with such person's lawful and peaceful enjoyment of property owned or rented by him.

PARKING

Parking is limited to 2 cars in the driveway.

TRASH AND RECYCLING

All trash and recycling shall be placed in containers provided by the owner.

- Trash receptacles are located (Clarify location of trash bags and receptacles)

See property management plan

- Trash is collected (State the day of the week trash is picked up by the Town and where the container is to be placed on trash day)

See property management plan

CHECK-IN & CHECK-OUT

Provide details

See property management plan

WIFI/PHONE/ETC

Provide details for special amenities if available

See property management plan

SPECIFIC PROPERTY DETAILS

Provide details regarding acreage, landscape, property boundaries (no trespassing notice), unique characteristic, warnings, kitchen use, house amenities, HVAC, etc.

See property management plan

AREA ATTRACTIONS

Provide a map of area attractions

- Attractions: i.e., Shenandoah National Park, Shenandoah River State Park, Skyline Caverns, Golf Courses, Canoe Companies
- Groceries & Convenience: i.e., Walmart, Target, Martins, CVS
- Restaurants
- Wineries & Breweries

SPECIFIC PROPERTY REGULATIONS

May be dictated by approved conditions or owner preference, examples below

- No shooting of firearms
- No outdoor fire burning
- No fireworks

See property management plan

Revised 5/06/2022

As per 175-3

Short-term rental- means the provision of a room or space that is suitable for, intended for occupancy for dwelling, sleeping, or lodging purposes, for a period of fewer than 30 consecutive days, in exchange for a charge for the occupancy. Any residential use that falls within the definition of short-term rental as defined in § 15.2-983, as amended, of Virginia State Code.

Short-term rental facility – A building or accessory structure, other than a hotel, motel, or bed-and-breakfast home, where lodging is provided for compensation on a short-term basis, and open to the public or transient guests. The maximum number of occupants shall not exceed ten (10) unless determined appropriate by Town Council.

Short-term rental:

§ 175.151 Short-term rentals.

Short-term rentals shall be permitted in all Zoning Districts by Special Use Permit and shall at a minimum meet the following requirements:

- A. The short-term rental owner of a dwelling unit to be used for a short-term rental shall apply for a Special Use Permit through the Department of Planning and Zoning and receive approval from Town Council prior to utilizing the dwelling unit as a short-term rental. Town Council may impose conditions necessary to mitigate adverse effects of the use on neighboring properties.
- B. The one-time application fee shall be \$400.00.
- C. Staff will conduct an inspection prior to the issuance of the Special Use Permit approval. Additional inspections will be conducted on a complaint basis to ensure compliance with the performance standards listed in this section, along with any additional conditions imposed by Town Council, if applicable.
- D. The maximum number of occupants in the dwelling unit shall be determined by the number of bedrooms; there shall be no more than two (2) adults per bedroom. However, the maximum number of occupants shall not exceed 10 people unless approved by Council.
- E. Parking for the use shall be located in driveways or other designated and approved parking areas.
- F. There shall be no visible evidence of the conduct of such short-term rentals on the outside appearance of the property.
- G. A fire extinguisher shall be provided and visible in all kitchen and cooking areas; smoke detectors shall be installed in all locations as identified in the 2015 or 2018 Uniform Statewide Building Code (2018 Version required usage beginning July 1, 2022); and a carbon monoxide detector must be installed on each floor in every dwelling.
- H. The owner of the dwelling used for short-term rentals shall give the Town written consent to inspect any dwelling used for short-term rental to ascertain compliance with all the above performance standards upon a twenty-four-hour notice.
- I. A property management plan demonstrating how the short-term rental will be managed and how the impact on neighboring properties will be minimized shall be submitted for review and approval as part of the permitting process to the Planning Department. The plan shall include local points of contact available to respond immediately to complaints, clean up garbage, manage unruly tenants and utility issues, etc. It shall also be posted in a visible location in the short-term rental. The contact numbers

shall be provided to Town staff, public safety officials and, if applicable, the HOA of the subdivision. The plan must be provided as part of the rental contract.

- J. If the property is located within a subdivision governed by a homeowners' association, the Planning Department must receive proof that a notification to operate the short-term rental was sent to the HOA.
- K. The owners of the rental shall provide an emergency evacuation plan for the dwelling and the neighborhood.
- L. A copy of Chapter 106 of the Town of Front Royal Code relative to noise must be provided at the short-term dwelling.
- M. All outdoor burning shall be in compliance with Chapter 78 of the Town of Front Royal Code.
- N. Failure to comply with the approved conditions and/or supplemental regulations will subject the permit to revocation by the Zoning Administrator at any time.

Property Owner's Signature: STEPHEN LEE

CERTIFICATION:

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

Signature STEPHEN LEE Date 7/13/2022

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

#2200287



Town of Front Royal Planning and Zoning

102 E. Main St.
PO Box 1560
Front Royal, VA 22630

Main :540-635-4236
Fax: 540-631-2727
planning@frontroyalva.com

SPECIAL USE PERMIT CHECK LIST FOR SHORT TERM RENTAL

Applicant Name: VESTA PROPERTY MANAGEMENT
Property Owner: KIWI PROPERTIES III LLC
Site Address: 30 FAIRVIEW AVE. FRONT ROYAL, VA

- ☒ Y ☐ N 1. Driveway or designated and approved parking area
- ☒ Y ☐ N 2. Refuse area
- ☒ Y ☐ N 3. Property Management Plan available on site
- ☒ Y ☐ N 4. Smoke detectors
- ☒ Y ☐ N 5. Carbon monoxide detector
- ☒ Y ☐ N 6. Fire extinguisher visible in all kitchen/cooking areas.
- ☒ Y ☐ N 7. Emergency dwelling evacuation diagram posted in each bedroom
- ☒ Y ☐ N 8. Map of area attractions available on site
- ☒ Y ☐ N 9. Chapter 106 Noise ordinance available on site

NOTES: 1) PARKING FOR TWO (2) CARS IN DRIVEWAY
2) 4 BEDROOMS FOR 6 PEOPLE.
ZONED R-1

☒ APPROVED ☐ DENIED

Inspected By: [Signature] Date: 8/25/22



Dear Town of Front Royal,

I am providing written consent for you to inspect for compliance at 30 Fairview Avenue, Front Royal, VA 22630.

Further to the inspection, we would like to receive a copy of the inspection report, to keep in our records.

Vesta Property Management
Director of Property Management
Chloe Phillips

Contact Information
Chloe@vesta-now.com
(703) 867-2140

Evacuation from the Bedroom

In case of an emergency evacuation please follow the instructions

1. Exit the dwelling as fast as possible.
2. Doors are located at the front and rear of the dwelling, which leads to the driveway.
3. Once out of the dwelling, begin to make your way as far away from the dwelling as possible.
4. Call number associated with the emergency

For specific emergencies you can reach:

Front Royal Police Department

(540) 635-2111 or dial 911
900 Monroe Ave.
Front Royal, VA 22630

Front Royal Fire Department

(540) 635- 2540 or 911
221 N Commerce Ave.
Front Royal, VA 22630

Warren Memorial Hospital(LOCAL)
Address:

(540) 636- 0300
351 Valley Health Way
Front Royal, VA 22630

Valley Health Urgent Care
Address:

(540) 635- 0700
65 Riverton Commons Plz
Front Royal, VA 22630

Poison Control

(800) 222-1222

Electrical Outage

1101 Manassas Ave.
Front Royal, VA 22630
(540)635-3027

Chloe(Property Manager)

Chloe@vesta-now.com
(703)867-2140

Please do not light candles, flashlights are located in closets of each room.

Two gallons of drinking water are in the dwelling in case of emergency.

Thank you
Management

Property Management
&
Evacuation Plan
30 Fairview Avenue

This property will be managed by Vesta Property Management, property manager will be Chloe Phillips who is reachable by email at chloe@vesta-now.com and (703) 867- 2140.

The Conditional Use Permit and Health Department records limit Maximum Occupancy for this short- term rental at six **(6)** people.

In case of an emergency, you can reach the Property Manager Chloe.

For specific emergencies you can reach:

Front Royal Police Department
Address:

(540) 635-2111 or dial 911
900 Monroe Ave.
Front Royal, VA 22630

Front Royal Fire Department
Address:

(540)635-2540 or 911
221 N Commerce Ave.
Front Royal, VA 22630

Warren Memorial Hospital(LOCAL)
Address:

(540) 636- 0300
351 Valley Health Way
Front Royal, VA 22630

Valley Health Urgent Care
Address:

(540) 635- 0700
65 Riverton Commons Plz
Front Royal, VA 22630

Poison Control

(800) 222-1222

Power Outage

(540) 635-3027

Chloe(Property Manager)

Chloe@vesta-now.com
(703)867-2140

Please do not light candles, flashlights are located in closets of each room.

Two gallons of drinking water are in the dwelling in case of emergency.

EXIT THE DWELLING USING THE FRONT DOOR, BACK DOOR, ON LOWER LEVEL.

The evacuation plan will be posted in each bedroom closet.

Wifi

Property has free internet for all guests; Property Guide Book will provide login information. Wifi and Cell service is good at property.

Smart Tv available for use, please remember to log out of all apps.

Keys

Keys will be located in a lockbox at the front door until a smart lock is installed for the use of guests.

Noise Ordinance

It shall be a violation of Chapter 106 of the Front Royal Town Code for any person, without compelling reason, to make noise that by reason of its volume, pitch, duration, or repetition, considering the time of day, is likely to disturb the rest of any person of ordinary sensibilities or interfere with such person's lawful and peaceful enjoyment of property owned or rented by him.

Parking

Parking is limited to 2 cars in the driveway parking area and road frontage parking is available in front of the dwelling.

Garbage

All garbage should be placed in plastic bags provided by the owners. Upon leaving the residence the garbage should be placed in the lidded heavy duty plastic garbage can on the right side of the house by the basement door. The cleaning team will pick up guests' trash on a routine basis.

Property Boundaries

The property boundaries are clearly defined and guests shall remain within the property of 30 Fairview Ave., unless walking in the neighborhood or downtown. We respect our neighbors right of privacy and ask that you as guests do so also and should expect the same from them.

Attached is a plat

Amenities

- AC/ Electric Heat
- Ceiling Fans
- Wifi, Secured
- Games
- Sheets, Pillows, Pillow Cases, Blankets, Comforters, Throws
- Bath Towels, Hand Towels, Washcloths, Kitchen Towels
- Bath Soap, Shampoo and Conditioner
- Blowdryer
- Carbon Monoxide Detector

Kitchen

- Refrigerator
- Electric stove
- Microwave
- Oven
- Fire Extinguisher

Kitchen continued

- Coffee maker
- Toaster

Property inspections would be completed after every stay by our trained cleaning team and Management; inspections include interior and exterior review of Property for general upkeep and routine maintenance as needed to keep property in excellent condition.

Septic

No flushing non-biodegradable or food waste down the toilet. Please dispose of cooking oils and grease in can provided.

Specific Property Regulations

May be dictated by approved conditions or owner preference, examples below

NO FIREWORKS

NO CANDLES

NO SMOKING INDOORS

NO UNAUTHORIZED GUESTS

SMOKING IS NOT ALLOWED

NO SHOOTING FIREARMS

NO RIDING ATV

Check-In Policy

An online platform will be used which prescreens all guests through a 3rd party ID verification; host may further qualify guests with minimum age requirements, previous host feedback, limit number of guests, and notice of Host Rules which detail expected behavior and care of Property during a guest's occupancy; once a host accepts a reservation, guests are sent a greeting that includes host's full contact detail, property address, and reiterated Host Rules. A second welcome message is sent just prior to the day of check in with lockbox code instructions and reiterated Host's Rules and instructs guests to review Property Guide Book at Property immediately upon access. Property Guide Book includes Host Rules, emergency contact info, area detail, local business recommendations, internet access, neighborhood rules and details, and multiple, local, travel brochures and area guides and maps. (Example of House Rules is attached).

Check-Out Policy

We hope you have enjoyed your stay at 30 Fairview Avenue. Please note that checkout time is at 10:00 AM on the designated date of checkout.

Before you leave, we just ask a couple of favors to help prepare for our next guests.

- Please remove all the food and trash from the dwelling. Place garbage/ trash in plastic bags provided, tie securely and place in the outdoor trash bin to be removed by owners.
- Make sure all dishes, utensils, glassware and cookware are clean. If BBQ grill was used please scrape with the wire brush.
- Please place all dirty, used towels in the shower.
- Please place all bedding in the bathroom.
- Turn the AC back to 71 F or heat to 55 F.
- Due to unexpected rain showers please close all windows and doors before leaving the property.
- Check that all personal belongings have been removed.
- Please return keys to the Lock Box at the basement door - A fee may be charged for lost keys.

If you choose, we would appreciate an entry in our guestbook.

Thank you for staying with us, have a safe journey home! We hope to see you again.

House Rules

Welcome to 30 Fairview Avenue! We hope this is a first of many more amazing stays here!

Please contact your Host right away if there are any issues so we can fix these for you ASAP and you can get back to enjoying your stay!

To keep it that way for all our guests, we offer the following tips:

****Top Priority:** Please be careful with any outdoor campfires and NEVER leave a campfire unattended.

***If you break or damage something,** please let me know and arrange for its replacement or repair.

***Do not leave any food out that will attract uninvited pests (inside or out)**

***We kindly request shoes to be removed within the house.**

***Occasionally, we may leave consumables such as condiments or snacks left behind by previous guests. Help yourself to these!**

***We respectfully request guests not rearrange the furniture. Please do not take outdoor furniture off the deck.**

*Please let us know immediately if something is malfunctioning so it can be fixed or replaced and you can enjoy your stay without interruption!

*Please lock up and turn off lights when away.

*Please do not put anything down the drain.

*There is no public trash pick-up; if you need trash removed during your stay, please contact the Host and we can come by and remove it. Otherwise all trash will be collected at the end of your stay. Excess trash may be subject to fees (\$25 minimum).

*No parties, unregistered guests, or events without receiving pre approval by the Host. Discovery of unauthorized parties, additional guests or events could result in extra cleaning fees, and potential immediate termination of stay (\$250 minimum).

*No pets allowed without receiving pre approval by the Host. Discovery of a pet could result in an extra cleaning fee (\$150 minimum).

*There shall not be smoking inside the home. An ozone generator cleaning fee to remove odor and stains may be applied (\$250 minimum).

*Will be very clean on your arrival, please help our cleaning staff with a general tidying up on your departure; if a greater cleaning service is required, an extra fee may be charged (\$50 minimum).

Please contact your host with your planned arrival time & if you have any special check in needs. I will always try to accommodate guests whenever possible!

Wineries (I love em'!)

Glen Manor, named one of the Best Wineries in VA! (20+ minutes away)

Rappahannock Winery, awesome 3rd floor outdoor seating! (20+ minutes away)

Linden Winery, a beautifully-scenic drive! (25+ minutes away)

*check out the Wine Maps provided for a million more winery options!!

Breweries (Gotta have em'!)

Pen Druid Brewing, a longer drive away but an AMAZING ONE through Rappahannock County! (35 minutes away)

Back Room Brewery, not familiar with these guys but they're new so I like to support them! (20 minutes away)

More Places to Get Drinks.. ('cause, why not?)

Copper Fox Distillery, a beautiful drive to Sperryville with an amazing porch overlooking a babbling brook! (seriously, it's totally babbling) (35+ minutes away and adjacent to Pen Druid)

Filibuster Distillery, what it lacks in ambiance, it makes up for in top quality spirits!

Food

ViNOVA Tapas & Wine Bar, Main Street, Front Royal - the name says it all! Great for late night drinks too!

PaveMint Smokin' Taphouse, Commerce Ave, Front Royal - cool outdoor dining scene, great BBQ!

Melting Pot Pizza, 14th Street, Front Royal. Just cause you eat square pizza, doesn't mean you're a square!!! A Front Royal favorite!

Blue Wing Frog, Chester Street, Front Royal. The owner is right behind the counter, making amazing HUMMUS (my fav) and globally eclectic food plus a good WINE selection ;)

Manor Line Market, Main Street, Front Royal. This hip spot is new, and is a great lunch or snack spot.

Element, Main Street, Front Royal. A poppin' local fav for cocktails and great dinner!

L'Dees Pancake House, Main Street, Front Royal. Best. Pancakes. Ever.

The Inn at Little Washington, Washington, Virginia. There is nothing little about this place (including the bill ;) but you'll have a fine dining experience of a lifetime at this 5 star, 5 diamond restaurant, recognized as one of the top restaurants in the world! Only 35 minutes away!

L'Auberge Provencale, Boyce. Lil' fancy, super romantic + great cocktails! Only 30 minutes away.

For the Chef in You

Local Butcher, Two Fat Butchers on South Street in Front Royal! Perhaps the most amazing butchery in the Valley! Huge, gorgeous, steaks, sausages, whole duck, buffalo and elk (best buffalo steak lever bought!). Plus they do amazing sandwiches and BBQ too (pick up a four-pack and go on a picnic or take it riverside!)

Bakery, Down Home Country Bakery on Main Street in Front Royal, whoopie pies, pecan sticky bun, old fashion Coke, you name it, they've got your sweet tooth covered!

Farmers Market, Downtown Front Royal Farmers Market, Saturdays 8a - 2p, May 7th and running until October 29th. Enjoy fresh produce, baked goods, gluten free items,

Kettle corn, flowers, plants, herbs, soy candles, aromatherapy soaps and lotions and more!!

Teste: *John H. Bowman*
Clerk.

THE FOREGOING SUB-DIVISION of a parcel of land, containing about 21 acres, owned by H.H. Bowman, as appears from said plat and survey, is directed to be recorded with the free consent and in accordance with the desire of the undersigned owner.

Given under my hand and seal, this May 26, 1927.

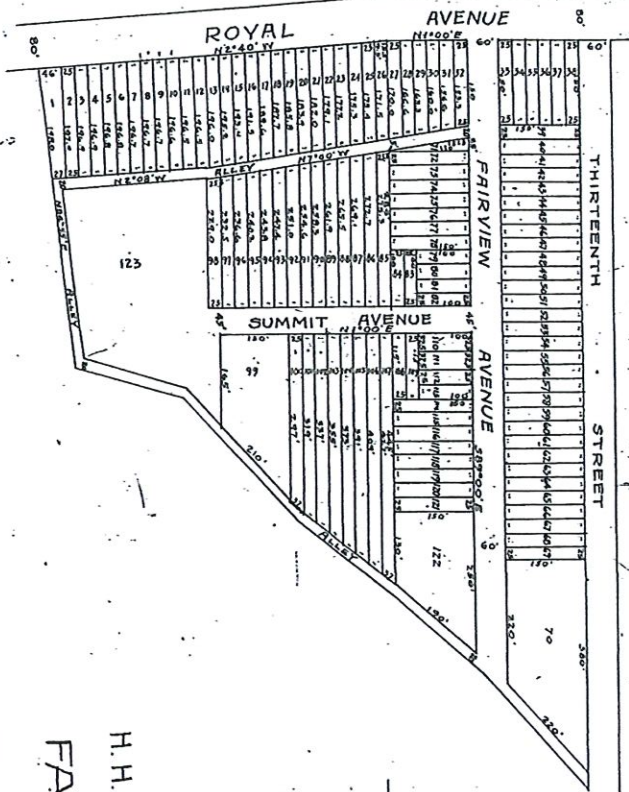
H.H. Bowman, (SEAL)

I, John H. Bowman, a Commissioner in Chancery for the Circuit Court of Warren County, Virginia, do certify that H.H. Bowman, whose name is signed to the foregoing writing, bearing date of May 26, 1927, has this day personally appeared and acknowledged the same before me in my County aforesaid.

Given under my hand this May 26, 1927.

John H. Bowman, Commissioner in Chancery.

In Circuit Court Clerk's Office,
Warren County:
The foregoing plat, writing and acknowledgment, was received the the aforesaid Office, and admitted to record May 28, 1927, at 10 A. M.

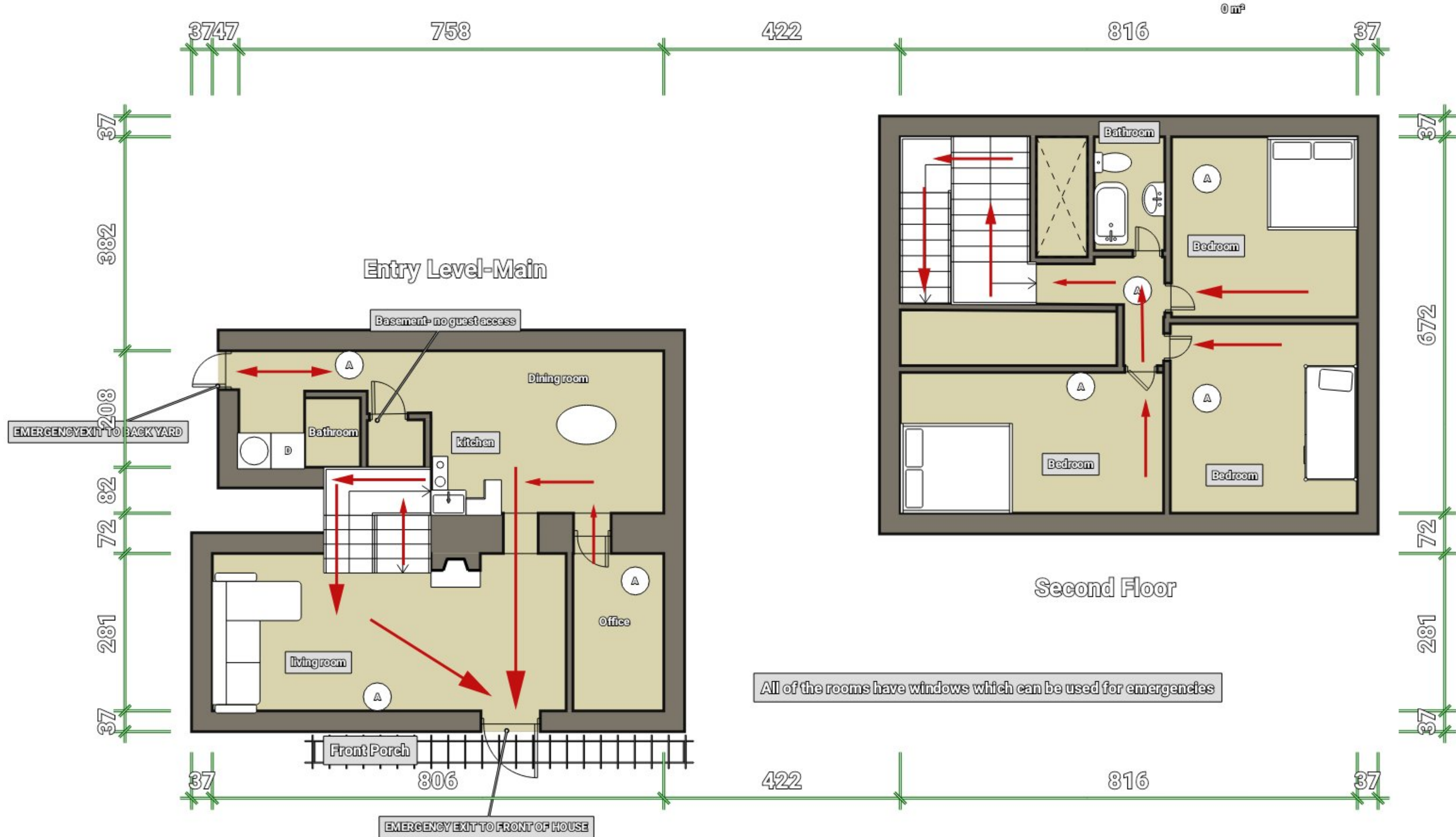


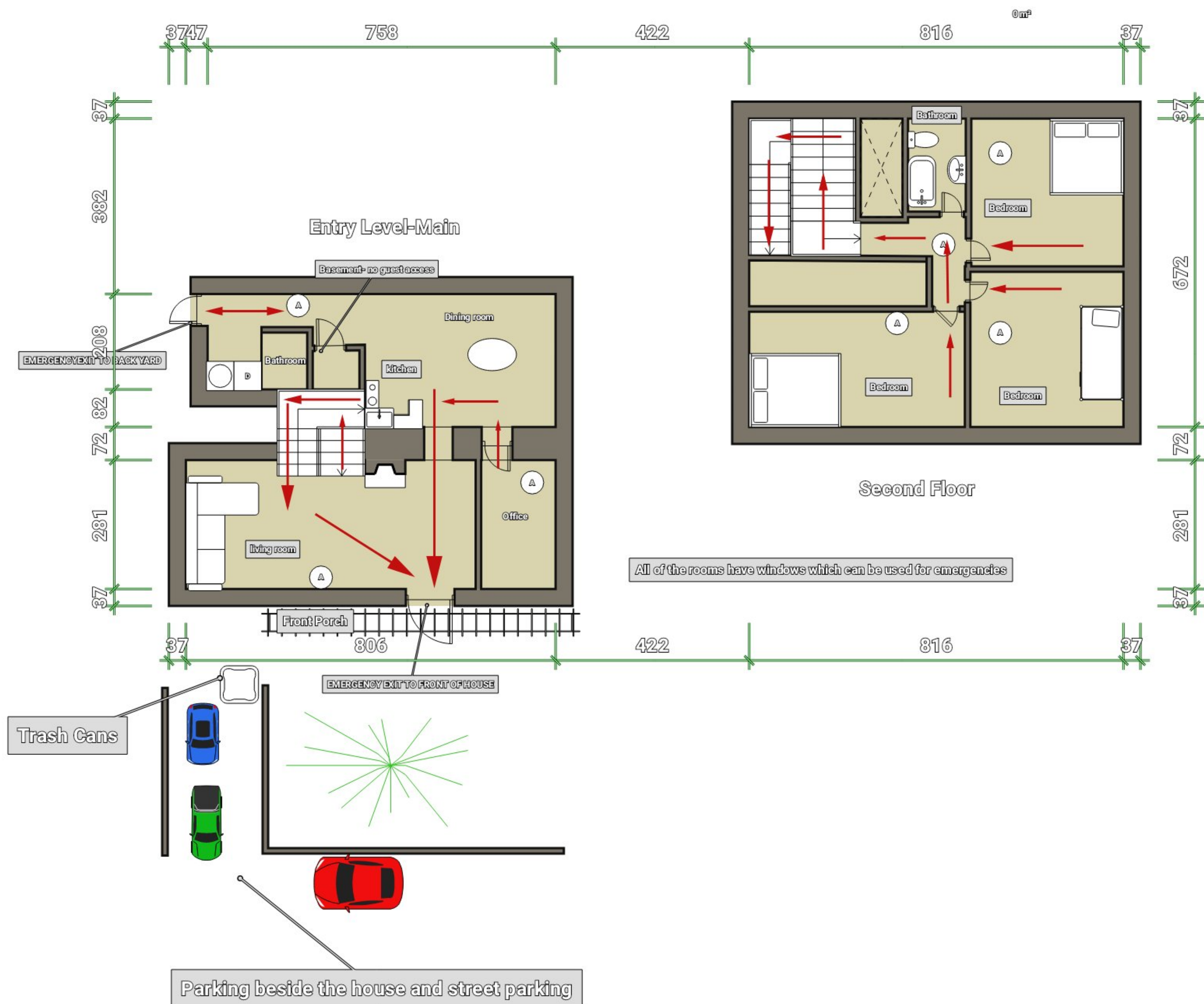
PLAT
OF
H. H. BOWMAN SUB-DIVISION
FAIRVIEW COURT
FRONT ROYAL, VA.

Scale 1"=200'
Revised May, 1927
S. M. Boyd, Jr., Engr.

*Should be
#4413 now
7-22-27*

*84.6.6.27
No 2242*







Work Session Agenda Statement

Item # 3B

Meeting Date: October 11, 2022

Agenda Item: Special Exception for Parking at 12 Chester Street – Lea Justice

Summary: A Special Exception for a waiver of the parking requirements of 148-870.

The applicant wishes to operate a short-term rental located at 12 Chester St. The applicant does not have parking at the property which satisfies the requirements for a short-term rental. Per 148-870-20, Council can waive the parking requirements. Planning Commission has scheduled a public hearing on this request for October 19th.

Budget/Funding: N/A

Staff Recommendation: Staff recommends approval of the special exception at a public hearing scheduled for October 24th Regular Council Meeting.



Work Session Agenda Statement

Item # 03C

Meeting Date: October 11, 2022

Agenda Item: Proposed Amendments to Town Code Section 142-4.1 A Pertaining to Snow and Ice on Sidewalks

Summary: At the 1/24/22 Town Council Regular Meeting, a local resident addressed the Council during Public Comment regarding the inaccessibility of the Town sidewalks due to the snow and ice that remained after a recent winter storm event. He referenced the need for pedestrians to walk in the roadway, creating a safety hazard for both able bodied and especially handicapped individuals.

During a recent review of Section 142-4.1, staff noticed that it did not include residential properties with commercial and industrial properties in its requirement for property owners/occupants to remove snow and ice from the sidewalks adjacent to their properties after a winter storm event. To address snow and ice on the sidewalks adjacent to residential properties, staff recommends amending Section 142-4.1 A to include residential properties.

Council discussed this proposal at their September 12th work session and agreed to send it to a public hearing.

Budget/Funding: N/A

Staff Recommendation: To amend Section 142-4.1 A of the Town Code, to include residential properties, to take effect immediately upon its passage by Town Council during a public hearing to be held October 24th.

Chapter 142 TOWN OF FRONT ROYAL MUNICIPAL CODE

142-4.1 SNOW AND ICE ON SIDEWALKS

A. All owners or occupants of property within the limits of the Town, which property is used for commercial, **residential** or industrial purposes, shall remove or cause to be removed the snow and ice from the sidewalks adjacent to such property within twenty-four (24) hours after ice has formed or snow has ceased to fall. If the ice or snow forms or falls during the night or on a Sunday, it shall be removed by noon the following day. Sand or other abrasives may be applied to ice to establish traction if removal is not feasible. Chapter 142 TOWN OF FRONT ROYAL MUNICIPAL CODE Chapter 142 142-3

B. If at any time the Town Manager or his designee shall find that any such property owner has not removed snow or ice pursuant to this Section, the Town Manager or his designee shall give notice, in writing, to such owner or occupant to remove such snow and/or ice within a reasonable time not to exceed six (6) hours after the giving of such notice.

C. Upon failure of any person to whom notice has been given pursuant to this Section to comply with the terms of such notice, the Town Manager may cause such snow and/or ice to be removed, and the expense thereof shall be charged to such owner or occupant to be collected in the same manner as County taxes or in any other manner authorized by law.

This ordinance shall become effective upon passage.

APPROVED:

Chris W. Holloway Mayor

ATTEST:

Tina L. Presley, Clerk of Council

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

Lori A. Cockrell __Yes __No
Letasha T. Thompson __Yes __No
Zachary Jackson __Yes __No

Gary L. Gillispie __Yes __No
Amber F. Morris __Yes __No

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

Approved as to form and legality:

George Sonnett, Deputy Town Attorney

Date: ____/____/____



Work Session Agenda Statement

Item # 04A

Meeting Date: October 11, 2022

Agenda Item: Update to Right-of Way Vacation Policy

Summary: The original policy was approved by Town Council June 12, 2000 and updated by Town Council on September 28, 2020. The current proposed policy includes state code language and references as well as updated and clear guidelines for the applicant. Those changes include but are not limited to:

- The process begins in the Planning/Zoning Office not the Town Manager's Office.
- Research on how the Town acquired the property begins. *This was not performed previously but state code requires it.*
- Per state code the Council may appoint a viewing committee. *This will be done as Council desires. Before it was automatically performed as part of the process.*
- Amendments to the policy shall be made administratively by the Town Manager after initially approved by Council. *As changes in state code become available this makes the changes more effective and efficient if staff can revise administratively.*

Note: the former policy is attached for your convenience

Budget/Funding: N/A

Staff Recommendation: To amend the policy as suggested by staff and placed under the consent agenda of October 24th for final approval.

POLICY

VACATION OF PUBLIC RIGHTS-OF-WAYS

All real property owned in whole or in part by the Town of Front Royal [Town] shall be under the general control and supervision of the Town Council [Council]. Council may sell, lease, hold, manage, and control such property as its interests may require pursuant to Town Code 4-34, Town Charter Chapter §1.1 and §15.2-1800 Code of Virginia.

A locality's power and authority over its public rights-of-way and other public places shall be the same, regardless of whether the public right-of-way has been expressly or impliedly dedicated to public use, has been conveyed to the locality by deed, or has been acquired by any other means pursuant to §15.2-2001 Code of Virginia.

The Town's public rights-of-ways shall be vacated through an application process outlined below:

1. **APPLICATION:** The applicant completes an application accompanied by a current plat of the proposed vacation to the Planning/Zoning Director or designee. Applications available on the Town's website or in the Planning/Zoning Office located in Town Hall, 102 E. Main Street.
2. **RESEARCH:** Upon receipt of the completed application, the Planning/Zoning Director or designee will research the request to determine how the Town acquired the property. If the research is inconclusive as to the determination of the acquired ownership, the vacation process shall continue. The research shall not take longer than ten (10) business days. If more time is needed, the Planning/Zoning Director shall advise the applicant a more reasonable amount of time no longer than thirty (30) calendar days and may require a title exam at the applicant's expense.
3. **STAFF COMMENTS/CONCERNS:** While the research is being conducted the Planning/Zoning Director or designee shall notify the departments of Public Works and Energy Services of the proposed requested vacation. The departments, including the Planning/Zoning Director or designee shall advise, in writing, their comments and/or concerns with the request.
4. **VACATION OF INTERESTS GRANTED TO THE TOWN AS A CONDITION OF SITE PLAN APPROVAL:** Vacation of interests granted to the Town as a condition of site plan approval may be vacated, prior to the sale of any lot, according to either of the following methods:
 - By an executed and acknowledge written instrument of the owner of the land which has been or is to be developed in accordance with the site plan, declaring the interest to be vacated, provided the Town consents to the vacation.

- By ordinance of Council in which the subject of approved site plan lies, provided that no interest shall be vacated in an area in which facilities have been constructed pursuant to §15.2-2270 Code of Virginia.

Vacation of Plat after Sale of Lot – in cases where any lot has been sold, the plat or part thereof may be vacated according to either of the following methods:

- By instrument in writing agreeing to the vacation signed by all the owners of lots shown on the plat and signed on behalf of the Town in which the land shown on the plat or part thereof to be vacated lies for the purpose of showing the approval of the vacation.
- By ordinance of the Council in which the land shown on the plat or part thereof to be vacated lies on motion of one of its members or on application of any interested person. The ordinance shall not be adopted until after notice has been give as required by §15.2-2204. The notice shall clearly describe the plat or portion thereof to be vacated and state the time and place of the meeting of the governing body at which the adoption of the ordinance will be voted upon. Any person may appear at the meeting for the purpose of objecting to the adoption of the ordinance.

Effect of Vacation – The recordation of the instrument shall operate to destroy the force and effect of the recording of the plat or part thereof so vacated, and to vest fee simple title to the to the centerline of any streets, alleys or easement for public passage so vacated in the owners of abutting lots free and clear of any rights of the public or other owners of lots shown on the plat, but subject to the rights of the owners of any public utility installations which have been previously erected therein. If any street, alley or easement for public passage is located on the periphery of the plat, the title for the entire width thereof shall vest in the abutting lot owners. The fee simple title to any portion of the plat so vacated as was set apart for other public use shall be revested in the owners, if any, who signed the statement required §15.2-2264 free and clear of any rights of public use in the same.

5. VACATION OF INTERESTS ACQUIRED BY THE TOWN OTHER THAN AS A CONDITION OF SITE PLAN APPROVAL

- Notification to Adjacent Property Owners – Upon receipt of the comments and/or concerns from the Town departments the Planning/Zoning Director or designee shall notify the adjoining property owners of the proposed vacation request, allowing them thirty (30) days to submit any comments or concerns they may have with the request.
- Continuation/Negotiation/Sale to Certain Purchase – Following the 30-day comment period, the Planning/Zoning Director or designee shall contact and

notify the applicant of any comments and/or concerns revealed thus far and determine whether the applicant wishes to continue with the process.

If the applicant wants to continue the process, the applicant shall be contacted by the Town Manager or designee to make a formal offer of the proposed property to be vacated. The Town Manager or designee shall negotiate on behalf of the Council in an attempt to arrive at a mutually agreeable purchase price. The price shall be no greater than the property's fair market value or its contributory value to the abutting property, whichever is greater, or the amount agreed to by the parties.

If the applicant does not want to continue the process, the vacation request becomes closed, and the applicant is invoiced for any charges incurred.

Council Notification - Once a purchase price is agreed upon Council shall be advised in a Closed Meeting on the final offer pursuant to §2.2-3711.A.3. Code of Virginia.

No such vacation shall be concluded until the agreed price has been paid. If the applicant does not pay within one year, or other time period made a condition of the vacation, then the vacation shall be void pursuant to §15.2-2008 Code of Virginia

Public Hearing - When authorized by Council the Clerk of Council or designee shall advertise a notice of public hearing and notify the adjoining property owner(s), of the public hearing. The cost of publishing the notice shall be taxed to the applicant. The applicant shall reimburse the Town for the costs of the public hearing advertisements and certified letters pursuant to §15.2-2006 Code of Virginia.

When the applicant requests a vacation to accommodate the expansion or development of an existing or proposed business, the Council may condition the vacation upon the commencement of the expansion or development within a specified period of time. Failing to commence within such time may render the vacation, at the option of Council, void. pursuant to §15.2-2006 Code of Virginia.

At conclusion of the public hearing and on application of any person, the Council may appoint three (3) to five (5) people to view such public right-of-way and report in writing any inconvenience that would result from discontinuing the right-of-way. The Council may allow the viewers up to fifty (\$50.00) dollars each for their services. The allowance shall be paid by the person making the application pursuant to §15.2-2006 Code of Virginia.

Execution/Recording - Upon final approval by Council the Town Attorney or designee shall execute and process final documents including but not limited to the recording of the ordinance of vacation within the courthouse of Warren

County. A conditional vacation shall not be recorded until the condition has been met pursuant to §15.2-2006 Code of Virginia.

Appeal - Any appeal shall be filed within sixty (60) days of adoption of the ordinance within the Circuit Court of Warren County.

This Policy shall be approved by the Town Council initially and amendments made administratively and approved by the Town Manager as state code and internal procedures change.

Council approval – June 12, 2000
Council Approval – September 28, 2020

DRAFT

VACATION OF TOWN-OWNED REAL PROPERTY
STREETS/ALLEYS/ OTHER RIGHTS-OF-WAYS

All real property owned in whole or in part by the Town shall be under the general control and supervision of the Town Council. Town Council may sell, lease, hold, manage and control such property as its interests may require. *(Town Code 4-34 and Chapter 1.1 of the Town Charter)*

The option for private individuals to vacate specific Town-owned real property is authorized by §15.2-2006 Code of Virginia and an application process initially directed and reviewed by the Town Manager or designee. The final decision is made by the Town Council. The process is outlined below:

1. Applicant completes an application accompanied by a current plat of the proposed vacation. The application shall be submitted to the Town Manager's Office. Applications available on the Town's website or in the Town Manager's Office.
2. Upon receipt of the completed application, the Clerk of Council or designee shall notify the departments of Public Works, Community Development/Planning and Energy Services of the proposed requested vacation. The departments shall advise the Town Manager or designee in writing of any comments or concerns with the request.
3. Upon receipt of the comments and/or concerns from the Town departments the Clerk of Council or designee shall notify the adjoining property owners of the proposed vacation request, allowing them thirty (30) days to submit any comments or concerns they may have with the request. The 30-day comment period is not meant to allow the adjoining property owners to pre-empt the applicant.
4. Following the 30-day comment period,
 - a. the Clerk of Council or designee per direction of the Town Manager or designee shall employ not less than three (3) nor more than five (5) viewers to examine the requested proposed vacation. The viewers shall not be Town Employees. The viewers shall inspect the proposed vacation and submit a formal written letter to the Town Council noting any comments and concerns with the proposed vacation. Each viewer shall be paid fifty dollars (\$50.00) each. The applicant shall reimburse the Town for the costs of the viewers.
 - b. the Town Manager or his designee shall contact the applicant to determine whether he or she wishes to continue the vacation process and what, if any issues have been revealed thus far, along with the costs incurred by the Town to date. If the applicant does not want to continue, the process stops and the applicant pays all costs to date to the Town. If the applicant wants to continue the process, the property's fair market price or its contributory value to the abutting property, whichever is greater shall be determined. The applicant

shall make a formal offer of the proposed property. The Town Manager or designee shall negotiate on behalf of the Town Council in an attempt to arrive at a mutually agreeable purchase price. The Town Council shall be advised in a Closed Meeting (§2.2-3711.A.3. Code of Virginia) on the final offer.

5. Public Hearing:

- a. When authorized by Town Council the Clerk of Council or designee shall advertise a notice of public hearing as outlined in the State and Town Codes and notify the adjoining property owner(s), by certified mail, of the public hearing. The applicant shall reimburse the Town for the costs of the public hearing advertisements and certified letters.
 - b. Vacation requests are considered an ordinance per Town Code; therefore, they require two readings.
6. When the applicant requests the vacation to accommodate the expansion or development of an existing or proposed business, the Council may condition the vacation upon the commencement of the expansion or development within a specified period of time. If the applicant fails to commence the expansion or development within the specified time, at the option of the Council, the vacation may be voided. No such vacation shall be concluded until the agreed purchase price has been paid.
7. Any appeal of the Council's action, with regard, to the vacation request shall be filed within sixty (60) days of said action with the Warren County Circuit Court.
8. The Town Attorney's Office shall execute and process final documents after final approval from Council.

Council approval – June 12, 2000

Council approval - September 28, 2020



Work Session Agenda Statement

Item #4B

Meeting Date: October 11, 2022

Agenda Item: PRV Vault Purchase for Richmond Road

Summary: On September 23, 2022, the Town held a public opening for request for quotations for precast pressure reducing valve vault and one quotation in accordance with the Virginia Public Procurement Act.

Council is requested to approve the purchase of a pre-cast pressure reducing valve vault in the amount of \$30,246.00 from Fortline Inc, Atlanta, GA.

Budget/Funding: 9602-47009 Water Line Maintenance Buildings & Structures \$30,246.00

Staff Recommendation: Staff recommends to approve as presented under the consent agenda on October 24th Regular Council meeting.



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: September 28, 2022
To: Tina Presley, Senior Executive Assistant
From: BJ Wilson, Director of Finance
CC: Megan Clark, Purchasing Agent, Robert Boyer, Director of Public Works
RE: Request to Add Agenda Action Item for Town Council Approval

Purchasing received a request from the Department of Public Works to send out an RFQ (Request for Quotes) for the purchase of a pre-cast pressure reducing valve vault for Richmond Road. On September 23, 2022, the Town held a public bid opening and received one (1) bid in accordance with the Virginia Public Procurement Act.

Town staff has reviewed the submitted quotes and recommends awarding the purchase to Fortline Inc, out of Atlanta, GA for \$30,246.00. The lowest responsive and responsible bidder.

Please add this consent item to Council's October 24th, 2022, Regular Town Council Meeting.

Funding has been budgeted and is available in the following line item: 9602-47009 Waterline Maintenance Buildings & Structures.

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



Work Session Agenda Statement

Item #4C

Meeting Date: October 11th, 2022

Agenda Item: PRV Vault Installation for Richmond Road

Summary: Staff is requesting council to award a bid for Bushong Contracting Corporation to perform the installation of pressure reducing valve (PRV) vault on Richmond Road in the amount of \$33,950.00. The purchase of the vault was bid separately from installation by the Town in efforts to reduce costs.

Budget/Funding: 9602-47009 Waterline Maintenance Building & Structures \$33,950.00

Staff Recommendation: Staff recommends for council to approve as presented under the consent agenda of the October 24th Regular Council Meeting.



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: September 28, 2022
To: Tina Presley, Senior Executive Assistant
From: BJ Wilson, Director of Finance
CC: Megan Clark, Purchasing Agent, Robert Boyer, Director of Public Works
RE: Request to Add Agenda Action Item for Town Council Approval

Purchasing received a request from the Water Maintenance Department of Public Works to send out IFB #31-2022 for installation of a new pre-cast pressure reducing valve (PRV) vault for Richmond Road to replace existing vault . On Friday, September 23, 2022, the Town held a public bid opening and received one (1) bid in accordance with the Virginia Public Procurement Act.

Town staff has reviewed the submitted quotes and recommends awarding the purchase to Bushong Contracting Corp, out of Woodstock, VA for \$33,950.00. The lowest responsive and responsible bidder.

Please add this consent item to Council's October 24th, 2022, Regular Town Council Meeting.

Funding has been budgeted and is available in the following line item: 9602-47009, building and structures capital inventory.

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



Work Session Agenda Statement

Item # 5

Meeting Date: October 11, 2022

Agenda Item: Comprehensive Plan Update

Summary: Staff will discuss edits/progress of comp plan draft and new zoning documents

Budget/Funding: N/A

Staff Recommendation: N/A



Work Session Agenda Statement

Item # 6

Meeting Date: October 11, 2022

Agenda Item: Front Royal Economic Development Authority (FREDA).

Summary: At the August 8, 2022, Work Session, Council requested a future work session to discuss the set up/support of the Front Royal Economic Development Authority (FREDA). At the September 12, Work Session, Council designated the October 11, 2022, Council Work Session for this discussion.

The Town, as enabled by the Code of Virginia and governed by the Town Code, has control of its land use, water, sewer, and electric utilities. As such, it has the means to guide community development, including economic development, within its boundaries.

The Town's ability to guide, control or encourage development within its boundaries is not reliant on the establishment of an economic development authority.

In 2021, the Town began the process of establishing an economic development authority. As a result, the Front Royal Economic Development Authority was established and began meeting in January 2022.

Current concerns with the Town's EDA include:

- Setup is incomplete- No Federal Tax ID established; accounts not set up
- Differences between EDA Bylaws and Chapter 16 of the Town Code-Role of Executive Director not established or defined; staff support for meetings; Legal review
- Staff Support-staff is currently providing support for six boards and commissions in addition to the EDA. This includes preparing agenda packets, advertisements, minutes, and video for each meeting, in addition to related work products generated by each board or commission.

Recent events provide the Council the opportunity to review its concerns and establish consensus regarding the Town's Economic Development Authority.

Staff Recommendation: Staff requests Town Council direction regarding the set up/support of the Town's EDA.

Attachments:

- Chapter 16 Industrial Development Authority of the Town Code
- Bylaws of the Economic Development Authority of the Town of Front Royal, Virginia

Chapter 16**INDUSTRIAL DEVELOPMENT AUTHORITY****Sections:**

- 16-1 (RESERVED)**
- 16-2 (RESERVED)**
- 16-3 ESTABLISHMENT**
- 16-4 BOARD OF DIRECTORS; TERMS AND QUALIFICATIONS OF OFFICE**
- 16-5 OFFICERS**
- 16-6 POWERS, DUTIES, AND LIMITATIONS**

Revised/Re-codified 3-11-85. (*Chapter 2-43 of the 1965 Code; adopted 12-11-67*). Other amendments noted where applicable. The Entire Chapter was repealed and re-enacted on July 13, 2020.

16-1 (RESERVED)**16-2 (RESERVED)****16-3 ESTABLISHMENT**

There is hereby created, pursuant to Title 15.2, Chapter 49, the Industrial Development and Revenue Bond Act, of the Code of Virginia, by the Town Council of the Town of Front Royal, Virginia, a political subdivision of the Commonwealth of Virginia ("Town Council") to be known as the Economic Development Authority of the Town of Front Royal, Virginia, also to be known as the "Front Royal EDA".

16-4 BOARD OF DIRECTORS: TERMS AND QUALIFICATIONS OF OFFICE

- A. The Front Royal EDA created in this Chapter shall be governed by a Board of Directors composed of seven (7) Directors to be appointed by Town Council. Appointments shall be for terms of four (4) years, except appointments to fill vacancies which shall be for the unexpired portion of such term. If, at the end of any term of office of any Director, a successor shall not have been appointed or qualified, the Director whose term of office shall have expired shall continue to hold office until his successor shall be appointed and qualified.
- B. The seven (7) Directors of the Front Royal EDA shall be appointed initially for terms of one (1), two (2), three (3) and four (4) years, two (2) being appointed for one-year terms; two (2) being appointed for two-year terms; two (2) being appointed for three-year terms and one (1) being appointed for a four (4)-year term. Subsequent appointments shall be for terms of four (4) years, except appointments to fill vacancies, which shall be for the unexpired terms.
- C. Each Director shall, before entering upon his duties, take and subscribe the oath prescribed by Va. Code § 49-1, or its successor provision.

- D. No Director shall be an officer or employee of the Town of Front Royal or the County of Warren.
- E. Each Director shall be a resident of the Town of Front Royal or Warren County when appointed as a Director the Front Royal EDA. Residents of Warren County must own a business within the corporate limits of the Town of Front Royal. When a Director ceases to be a resident of the Town of Front Royal, or if a resident of Warren County ceases to be owner of a business within the corporate limits of the Town of Front Royal or ceases to be a resident of Warren County, that Director's office shall become immediately vacant and a new Director may be appointed for the remainder of the term.

(Amended 4-26-21 to Add Warren County Residents Requirement-Effective Upon Passage)

- F. The Directors shall receive no salary but receive a stipend per resolution approved by Town Council for meeting attendance. Reimbursement for necessary traveling and other expenses incurred in the performance of their duties shall be at the Executive Director's direction.

(Amended 7-25-22-Effective Upon Passage)

- G. Four (4) members of the Board of Directors of the Front Royal EDA shall constitute a quorum of the Board of Directors for the purposes of conducting its business and exercising its powers and for all other purposes, except that no facilities owned by the Front Royal EDA shall be leased or disposed of in any manner without a majority vote of all members of the Board of Directors. No vacancy in the membership of the Board of Directors shall impair the right of a quorum to exercise all the powers and perform all the duties of the board.
- H. The Board of Directors of the Front Royal EDA shall keep minutes of its proceedings, which shall be open to public inspection at all times. It shall keep suitable records of its financial transactions and, unless exempted by Va. Code § 30-140 or its successors provision, it shall arrange to have the same audited annually. Copies of such audit shall be furnished to Town Council annually and shall be open to public inspection.
- I. As a condition to service of office, each Director of the Front Royal EDA shall timely complete and file, in accordance with all requirements of the Code of Virginia, the Statement of Economic Disclosure and comply with all requirements; and to complete training, of the State and Local Government Conflict of Interests Act (provided by the Virginia Conflict of Interest and Ethics Advisory Council) and the Virginia Freedom of Information Advisory Council (provided by the Freedom of Information Advisory Council) within two months of starting their position, and then once every two years based on the date of the last completed training.

(Amended 7-25-22 to include training-Effective Upon Passage)

- J. The Board of Directors of the Front Royal EDA shall, upon its formation, promptly promulgate and execute Bylaws, which shall not become effective until ratified by Town

Council; and upon ratification by Town Council, shall be binding upon the Front Royal EDA and its Board of Directors and each of its Directors in each Director's official position as such.

16-5 OFFICERS

The Board of Directors of the Front Royal EDA shall elect from its membership a Chairman, a Vice-Chairman, and from its membership or not, as they desire, a Secretary and a Treasurer, or a Secretary-Treasurer, who shall continue to hold such office until their respective successors are elected.

16-6 POWERS, DUTIES, AND LIMITATIONS

- A. In general and except as expressly set forth in this Chapter, the Front Royal EDA, its Board of Directors, and its individual Directors shall have and exercise all powers and duties and be subject to all duties and responsibilities and shall enjoy all exemptions from liability, as shall be set forth in the Industrial Development and Revenue Bond Act, Code of Virginia, 1950, §§ 15.2-4900 *et seq.*, as amended, or its successor provisions.

B. Town Council hereby exercises its power and discretion, under the Industrial Development and Revenue Bond Act of the Code of Virginia and under this Chapter, to limit the type and number of facilities that the Front Royal EDA may finance or assist with financing or facilitate for development under this Chapter. Within any development or redevelopment area or facility the Front Royal EDA or Town Council or a developer proposes for promotion, development, redevelopment, financing, or assist with financing using the Front Royal EDA as a development or redevelopment promoter or facilitator, it may do so only (i) under the authority of this Chapter and under the authority of the Industrial Development and Revenue Bond Act.

(Amended 7-25-22-Effective Upon Passage)

- C. All agreements, arrangements, and instruments which purports to be legally binding and to which the Front Royal EDA is a party shall be reviewed by a qualified and licensed attorney-at-law and shall have affixed there to the signature and date of such signing by such attorney with the notation "Approved as to Legal Form" prior to execution thereof by the Front Royal EDA. Any Front Royal EDA agreement, arrangement, or instrument development, redevelopment or financing agreement or arrangement not in conformity with this provision shall be null and void.
- D. The Front Royal EDA and its Board of Directors shall have all powers, duties, liabilities, immunities from liabilities, and shall have such limitations upon its authority as set forth in the Industrial Development and Revenue Bond Act of the Code of Virginia and as set forth in in this Chapter, particularly 16-6 (A) and (B) herein.

Bylaws of the Economic Development Authority of the Town of Front Royal, Virginia

Article I. Purposes and Powers

The Economic Development Authority of the Town of Front Royal, Virginia, also to be known as the “Front Royal EDA”, shall fulfill all the purposes and intents of the General Assembly of Virginia, as expressed in Title 15.2, Chapter 49, Code of Virginia, as amended. The Front Royal EDA shall also fulfill all purposes and intents as set out in Chapter 16 of the Municipal Code of the Town of Front Royal, which is the Ordinance creating the Front Royal EDA and all other matters as hereinafter provided. The general purpose of the Front Royal EDA shall be to foster and stimulate the development and redevelopment of industry, commerce, higher education, and all other purposes set forth in the Industrial Development and Revenue Bond Act, Virginia Code § 15.2-4900, *et seq.* as it now exists or may from time to time be amended, in particular in the Town of Front Royal and in general in the Front Royal-Warren County community, for the general good of the people of the Town of Front Royal and, wherever possible, the people of the County of Warren, and for the citizens of the Commonwealth of Virginia. The Front Royal EDA shall have all powers that have been granted to it by Title 15.2, Chapter 49, Codes of Virginia, 1950, as amended, and all other powers that may hereinafter be granted to it by an enactment of the General Assembly and also that may be granted by the Front Royal Town Council.

Article II. Offices and Records

1. The principal offices of the Front Royal EDA shall be located in the Town Offices of the Town of Front Royal, 102 E. Main Street, Front Royal, County of Warren, Virginia.
2. Except as otherwise required by resolution of the Front Royal EDA, or as the business and affairs of the Front Royal EDA may require, all the books and records of the Front Royal EDA shall be kept at the principal office to be designated as herein above provided.
3. The Board of Directors of the Front Royal EDA shall keep minutes of its proceedings to be kept contemporaneously with its proceedings, which minutes shall also be electronically recorded, (unless its proceedings are properly in closed meeting in accordance with the Virginia Freedom of Information Act (Title 2.2, Chapter 37 of the Code of Virginia, as amended)), which minutes shall be open to public inspection during normal business hours and under terms and conditions as provided by law.
4. The Front Royal EDA shall keep suitable records of its financial transactions and, unless exempted by Va. Code § 30-140, as amended, the Front Royal EDA shall arrange to have the records audited annually. Copies of each such audit shall be furnished to the Finance Director of the Town of Front Royal of the locality and shall be open to public inspection during normal business hours and under terms and conditions as provided by law.

Article III. Governance of Front Royal EDA by Board of Directors

1. The Front Royal EDA shall be governed by a Board of Directors composed of seven (7) Directors, appointed by the Town Council of the Town of Front Royal, Virginia ("Town Council"). Appointments shall be for terms of four (4) years, except appointments to fill vacancies which shall be for the unexpired portion of such term. If, at the end of any term of office of any Director, a successor shall not have been appointed or qualified, the Director whose term of office shall have expired shall continue to hold office until his successor shall be appointed and qualified. The seven (7) Directors of the Front Royal EDA shall be appointed initially for terms of one (1), two (2), three (3), and four (4) years; two (2) being appointed for one-year terms; two (2) being appointed for two-year terms; two (2) being appointed for three-year terms; and one (1) being appointed for a four (4)-year term.
2. All powers and duties of the Front Royal EDA shall be exercised and performed by the Board of Directors, acting by majority vote of those Directors present at a meeting at which a quorum is present, except that no facilities owned by the Front Royal EDA shall be leased or disposed of in any manner without a majority vote of all the members of the Board of Directors.
3. Four (4) members of the Board of Directors of the Front Royal EDA shall constitute a quorum of the Board of Directors for the purposes of conducting its business and exercising its powers and for all other purposes. A vacancy in the membership of the Board of Directors shall not impair the right of a quorum to exercise all the powers and perform all the duties of the Board of Directors.
4. Each Director shall be a resident of the Town of Front Royal or Warren County when appointed as a Director of the Front Royal EDA. Residents of Warren County must own a business within the corporate limits of the Town of Front Royal. When a Director ceases to be a resident of the Town of Front Royal, or if a resident of Warren County ceases to be owner of a business within the corporate limits of the Town of Front Royal or ceases to be a resident of Warren County, that Director's office shall become immediately vacant, and a new Director may be appointed for the remainder of the term.
5. No Director shall be an officer or employee of the Town of Front Royal or the County of Warren.
6. Each Director shall, before entering upon his duties, take and subscribe the oath prescribed by Va. Code § 49-1, or its successor provision.
7. Per Resolution dated December 13, 2021, the Directors shall receive no salary but may be compensated \$200.00 per monthly meeting attended. There will not be compensation for additional meetings. Reimbursement for necessary traveling and other expenses incurred in the performance of their duties shall be approved by the Town Manager or his designee.
8. The Board of Directors of the Front Royal EDA shall keep minutes of its proceedings, which shall be open to public inspection at all times. It shall keep suitable records of its financial transactions and, unless exempted by Va. Code § 30-140 or its successors provision, it shall arrange to have the same audited annually. Copies of such audit shall be furnished to Town

Council annually and shall be open to public inspection during normal business hours and under terms and conditions as provided by law.

9. The Board of Directors shall have the right to prepare, or delegate the preparation of, confidential reports for submission to any person, governmental body or agency consistent with the purposes and powers stated by law and these Bylaws; and the right to receive from any source confidential reports consistent with the purposes and powers stated by law and these Bylaws; but no action binding the Front Royal EDA may be taken respecting such reports except as provided by law and these Bylaws.
10. As a condition to service of office, each Director of the Front Royal EDA shall timely complete and file, in accordance with all requirements of the Code of Virginia, any legally mandated publicly filed Statement of Economic Interests or Disclosures or Real Estate Disclosures or financial statements and comply with all requirements of the State and Local Government Conflicts of Interests Act as provided in Title 2.2, Chapter 31, of the Code of Virginia, or its successor provisions.
11. Any amendment to these By-Laws shall not become effective until approved and ratified by the Town Council of the Town of Front Royal pursuant to Section 16-4(J) of the Town Code.
12. A member of the Board of Directors of the Front Royal EDA may be removed from office by the Town Council without limitation in the event that the Board member is absent from any three (3) consecutive meetings of the Front Royal EDA or is absent from any four (4) meetings of the Front Royal EDA within any twelve (12)-month period, in accordance with Va. Code § 15.2-4904. A., as amended, or upon unanimous vote of the Town Council. In any such event, a successor shall be appointed by Town Council for the unexpired portion of the term of the member who has been removed.

Article IV. Officers

1. The Board of Directors of the Front Royal EDA may elect from its membership a Chairman, and Vice-Chairman, and from its membership or not, as they desire, a Secretary and a Treasurer, or a Secretary-Treasurer, who shall continue to hold such office until their respective successors are elected.
2. The terms of office for the officers shall end December 31st of the year to which they are elected. New officers shall be elected at the first meeting in January of each year.
3. The duties of the Chairman shall be to preside at meetings of the Board of Directors, and of the Executive Committee, if such Committee is appointed by the Board of Directors; to call special meetings; to call special elections; to be *ex officio* member of all committees or the Front Royal EDA if not actually voted or appointed by the Board of Directors to be a member of a particular committee; to sign with the Secretary or any other proper officer of the Front Royal EDA thereunto authorized by the Board of Directors, to sign any documents or instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other

officer of the Board of Directors, or shall be required by law to be otherwise signed or executed; and in general, shall perform all duties incident to the office of Chairman; and shall perform such other duties as may be prescribed by the Board of Directors from time to time. The Chairman shall have an equal vote with the other Directors.

4. The duties of the Vice-Chairman shall be to preside at meetings on request of the Chairman, or in the absence of the Chairman, and in case of the death or resignation of the Chairman shall become the Chairman for the remainder of the term for which the Chairman was elected. In the absence of the Chairman, the Vice-Chairman shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The Vice-Chairman shall perform such other duties as may be assigned by the Board of Directors from time to time.
5. The Town will provide support staff for the preparation of the minutes of meetings of the Board of Directors and the Executive Committee and be available for public inspection as herein before provided; to have custody of all important records of the Front Royal EDA; and to see that all notices are duly given as required by these Bylaws or by the Board of Directors.

The Executive Director shall call meetings of the Board of Directors to order in the absence of the Chairman and Vice- Chairman and thereupon to conduct an election for a temporary presiding officer for that meeting; and in general, to perform such other duties as from time to time may be assigned by the Board of Directors. In the absence of support staff, the Chairman shall appoint a Director responsible for the preparation of minutes of the meeting.

6. Town Staff shall keep suitable records of all financial transactions of the Front Royal EDA, to have such records audited annually, to furnish a copy of such audit to the Town Council; to make available for public inspection at reasonable times each such annual audit; to have charge and custody of all funds and be responsible for their investment and depositing in the name of the Front Royal EDA when authorized by the Board of Directors; and in general, to perform all duties incident to the Office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors.

Article V. Election of Officers

1. Regular elections for the upcoming calendar year shall be held at the first-regular meeting of the calendar year.
2. Special elections shall be held at a regular meeting or at a meeting designated by the Chairman of the Board of Directors in order to fill vacancies or to fill newly created offices, but only after specific notice, as hereinafter provided for, has been given.
3. Any vacancies for any cause on the Front Royal EDA shall be filled by Town Council.

Article VI. Meetings

1. Regular meetings of the Board of Directors shall be held monthly on a date set by the Chairman with appropriate notice as contained in these By-Laws or may be held at such intervals as set by the Board of Directors, but not less than quarterly.
2. Special meetings or work sessions of the Board of Directors may be called by or at the request of the Chairman or of any three Directors.
3. At each meeting, the names of each member of the Board of Director in attendance shall be entered into the minutes. If a Director leaves the meeting before its conclusion, the time the Director leaves the meeting shall be entered into the minutes.
4. Regular meetings shall be established at the annual meeting. Notices of special, emergency and continued meetings shall be given to each Director such as is reasonably under the circumstances and posted on the Town's web site and such other locations as public notices are posted contemporaneously with the notice provided to the Directors. Notices sent electronically by e-mail shall be deemed as a written notice.
5. Any person may annually file a written request for notification with the Front Royal EDA. The request shall include the requester's name, address, zip code, daytime telephone number, electronic mail address, if available, and organization, if any. The Front Royal EDA receiving such request shall provide notice of meetings directly to such person. Without objection by such person, the Authority may provide electronic notice of all meetings to such requests.
6. At least one (1) copy of all agenda packets and, unless exempt, all materials furnished to members of the Board of Directors shall be made available for public inspection at the same time such documents are furnished to the Board of Directors.
7. Four (4) members of the Board of Directors shall constitute a quorum of the Board of Directors for the purpose of conducting its business and exercising its powers.
8. The agenda will be set by the Chairman or if there is an Executive Director of the Front Royal EDA, in consultation with the Chairman.
9. The vote of the adoption of every resolution, any proposals creating a liability, or for the appropriation or expenditure of funds shall be by "yes" or "no" vote of each member voting. The names of members voting for and against shall be entered upon the minutes of the meeting.
10. Remote participation at meetings by electronic means by members of the Board of Directors of the Front Royal EDA shall be governed by the applicable provisions of the Virginia Freedom of Information Act and the written policy adopted by Town Council, as the same from time to time may be amended, which Town Council written policy is incorporated by reference herein and made a part hereof.

11. Unless otherwise provided, procedure at meetings shall follow the most recent edition of *Robert's Rules of Order*.
12. The Board of Directors shall vote on and approve all minutes of the meetings of the Board of Directors of the EDA at the next meeting thereof.

Article VII. Staff

1. The Board of Directors shall appoint such employees as the Board of Directors deem necessary and appropriate to accomplish the purposes and powers of the Front Royal EDA.
2. The employees of the Front Royal EDA may prepare and submit confidential reports and recommendations to the Board of Directors, but no action binding on the Front Royal EDA shall be taken respecting such reports except as provided in Article III.
3. Expenditure of the Front Royal EDA funds shall be governed by procurement procedures adopted by the Board of Directors and will adhere to the Town of Front Royal's procurement policy and procedures and the applicable provisions of the Virginia Public Procurement Act. Staff approvals of expenditures must also conform with the fiscal budget adopted annually by the Board of Directors and abide by an adopted financial management policy adopted by the Board of Directors.

Article VIII. Fiscal Year

The fiscal year of the Front Royal EDA shall be from July 1 until June 30 of the following year.

Article IX. Committees

1. Upon the adoption by the Board of Directors of an Executive Committee may form, such committee shall be composed of, but not limited to, the Chairman, Vice-Chairman, Secretary and Treasurer of the Authority. An Executive Committee, if one is created by the Front Royal EDA, shall be subject to the same provisions, *mutatis mutandis*, as those applicable to the whole Front Royal EDA, shall meet at such times and such places as the Chairman may designate. The Executive Committee shall keep minutes of its meetings, which shall be preserved along with the minutes of the Board of Directors and distributed to the Board of Directors at its regular meeting. Three (3) members of the Executive Committee shall constitute a quorum. In the absence of any member of the Executive Committee, the Chairman may appoint a director to act on the Executive Committee pro tempore, and such appointment shall be recorded in the record book of the Authority.
2. The Chairman may, with the advice and consent of the Board of Directors, appoint members to committees and such appointments shall be recorded in the record book of the Front Royal EDA.

Article X. Powers, Duties, and Limitations on Authority

1. The Front Royal EDA, its Board of Directors, and its individual Directors shall have and exercise all powers and duties and be subject to all duties and responsibilities and shall enjoy

all exemptions from liability, as shall be set forth in the Industrial Development and Revenue Bond Act, Code of Virginia, 1950, §§ 15.2-4900 *et seq.*, as amended, or its successor provisions.

2. The Authority of the Front Royal EDA is limited to the express conditions of the Town of Front Royal Town Code and, specifically, limited pursuant to Section 16-5(B) of the Front Royal Town Code and shall follow the Town of Front Royal's Procurement Policy.
3. All agreements, arrangements, and instruments which purports to be legally binding and to which the Front Royal EDA is a party shall be reviewed by a qualified and licensed attorney-at-law shall have affixed there to the signature and date of such signing by such attorney with the notation "Approved as to Legal Form" prior to execution thereof by the Front Royal EDA. Any Front Royal EDA agreement, arrangement, or instrument development, redevelopment or financing agreement or arrangement not in conformity with this provision shall be null and void.
4. The Front Royal EDA and its Board of Directors shall have all powers, duties, liabilities, immunities from liabilities, and shall have such limitations upon its authority as set forth in the Industrial Development and Revenue Bond Act of the Code of Virginia and as set forth in in this Chapter, particularly 16-6 (A) and (B) herein.

Article XI. Amendments

Except as otherwise provided by law, these Bylaws may be amended, added to, altered or repealed in whole or in part by the Board of Directors at any meeting of the Board of Directors, provided proper notice thereof is given in the notice of such meeting, and such notice is delivered to each member of the Board of Directors and the public, in advance, as provided in these Bylaws Any Director may waive written notice.

Attachments: Town Code Chapter 16 – Industrial Development Authority
Code of Virginia §15.2-4900 Industrial Development and Revenue Bond Act

Approved by the Front Royal Economic Development Authority July 14, 2022.

Adopted by the Front Royal Town Council July 25, 2022.



Work Session Agenda Statement

Item # 8

Meeting Date: October 11, 2022

CLOSED MEETING

Motion to Go into Closed Meeting

I move that Town Council convene and go into Closed Meeting for

- 1) 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,
- 1) 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, the establishment, powers, duties and limitations of the Front Royal EDA, pursuant to §2.2-3711(A)(8) of the Code of Virginia. Council may take further action in open session.

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.