



REGULAR TOWN COUNCIL MEETING

Monday, December 12, 2022, at 7:00pm in Warren County Government Center Board Room

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

1. MOMENT OF SILENCE
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF MINUTES – *I move that Council approve the Regular Meeting minutes of November 28th, and Special Meeting minutes of November 29th and November 30th, 2022, as presented.*
5. ADDITION/DELETION OF ITEMS FROM THE AGENDA
[Items added will be placed as the last item under Business Items. Unanimous vote is required to add/delete]
6. RECOGNITIONS/AWARDS/REPORTS/PRESENTATIONS
- Recognition of Outgoing Mayor and Councilmembers – *Vice Mayor/Mayor*
7. PUBLIC HEARING – None
8. PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS
9. REPORTS
 - A. Report of Town Manager
 - B. Report of Councilmembers
 - C. Report of the Mayor
10. CONSENT AGENDA ITEMS - *I move that Council approve the Consent Agenda as presented.*
 - A. FY23 Budget Amendment for Auction Proceeds
 - B. 2022 I&I Abatement Rehabilitation Project Contract Administration
 - C. Lease Agreement with the Front Royal Volunteer Fire & Rescue Department for Town Property Known as the Carnival Lot
11. BUSINESS ITEMS –
 - A. Appointment to the Planning Commission
 - B. Appointments to the Local Board of Building Code Appeals
 - C. Advance Application/Authorize to Advertise for a Public Hearing – Vacation of a Portion of an Alley
12. Adjourn



TOWN COUNCIL REGULAR MEETING MINUTES

November 28, 2022 @ 7:00PM in the Warren County Government Center

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

Moment of Silence

Pledge of Allegiance led by Councilman Sealock

ROLL CALL PRESENT: Mayor Chris W. Holloway
Vice Mayor Lori A. Cockrell
Councilman Gary L. Gillispie
Councilwoman Amber F. Morris
Councilman Duane R. "Skip" Rogers
Councilman R. Wayne Sealock
Councilwoman Letasha T. Thompson

APPOINTED STAFF PRESENT: Town Attorney George M. Sonnett, Jr.
Clerk of Council Tina L. Presley

APPROVAL OF MINUTES – Councilman Gillispie moved, seconded by Councilwoman Morris that Council approve the minutes of the following meetings of Town Council: Joint Work Session with FREDA of October 17th; Regular Meeting of October 24th; Special Meeting of November 9th and Work Session of November 14th, 2022.

Vote: Yes – Vice Mayor Cockrell, Councilmembers Gillispie, Morris, Rogers and Thompson
No – N/A
Absent – N/A
Abstain – Councilman Sealock

ROLL CALL

ADDITION/DELETION OF ITEMS FROM THE AGENDA – None

RECOGNITIONS/AWARDS/REPORTS –

Director of Public Works Robbie Boyer gave his monthly Projects Report:

Public Works Infrastructure Update November 28, 2022

Braxton Rd & Manassas Ave Waterline Upgrade Projects – This bid was approved by Town Council on August 29 and the contracts have been signed by Bushong Contracting Inc and the material on order. The project should start in early January of 2023 and should take about three months to complete.

John Marshall Hwy Waterline Upgrade Project – Town received a total of 5 bids with Bowman-Griffin General Contractors LLC out Hillsville, VA being the low bidder at \$229,550.00. This project has been approved by town council on September 26, 2022, and currently waiting on the signed contract. The contractor is working on getting all the material needed for this project.

Robinhood Lane PRV Vault Replacement Project – Still another two weeks out on the hatch due to the traffic bearing weight requirement. These will push the vault delivery out to mid-December Vault weighs 24,000 LBS so a crane will be needed to set the vault.

Richmond Rd PRV Vault Replacement Project – This item was approved by town council on October 24, 2022, to award the purchase to Fortline Waterworks and approval to allow Bushong Contracting to install the vault once delivered. Delivery is scheduled for early March 2023.

Redundant Waterline Project – The bid opening was held on August 31, 2022, we received two bids for this project. Snyder Environmental was the low bidder, this received Town Council approval on October 24th for 18 million. The contract has been signed and we're currently waiting for the contractor to get their materials needed and provide us with a project schedule.

W. 12th St waterline Upgrade – We're currently working on bids specs and drawing to upgrade the existing water main on W. 12th St between N. Royal Ave and Virginia Ave. We hope to have this out to bid by late December 2022.

Primary and Secondary Street Paving – The town's paving contractor has currently completed 96% of the paving and is currently working to finish up the rest on N. Commerce Ave and E. Stonewall Drive by the end of these week. The line painters will be work over the next two weeks to get everything wrapped up with paving until spring. This project consisted of paving on 24 different streets.

Front Royal-Warren County Anti-Liter Council Funding – The Town has received the two 96-gallon bear proof trash cans for the Luray Ave boat landing. These was purchased with \$5,150.00 that was donated by the anti-liter council, these cans have been installed and secured to concrete pads. This project is 100% completed.

Happy Creek Stream Bank – On December 19th there was 30 volunteers from the ESAC committee and other organizations like Tree Stewards, Beautification committee, Izaak Walton League, Piedmont Environmental council planted 450 young seedlings. There will be another planting on December 10th at Lions Community Park and Gertrude Miller Park.

Sanitary Sewer Repairs Project – The mandatory pre-bid meeting was held on October 13 virtual; the bid opening was on Wednesday October 26 at 2pm we received one bid from Snyder Environmental for \$4,947,300.00. This project consists of 25,000 linear feet of CIPP lining and 192 sewer laterals will be lined replaced. The bid is council agenda for approval tonight October 28, 2022.

VDOT Funded Projects -

N. Shenandoah Ave Lighting Project – RK&K engineering is updating the pole light footers design and the estimate, once this is completed and the town receives the signed agreement from VDOT this project will be ready for bid. The original estimate from the engineer was \$600,000.00 for this 50/50 revenue sharing project.

E. 8th St Bridge Replacement – The town is waiting on the signed agreement back from VDOT so the project plans can be put out to bid for this revenue sharing project has a price estimate of 2.8 million.

Happy Creek Rd Improvements Phase 2 – The VDOT Central office is reviewing the application and making comments so the application can be updated accordingly, the cost estimate for this project is \$12,733,831.00. The town will have to wait till June 2023 to see if project gets funded. This Smart Scale project engineering would begin in 2025 and construction wouldn't start until 2031 be ten years out.

Councilman Gillispie questioned the construction of the redundant waterline. Mr. Boyer noted that it was slated to begin in the spring. Councilwoman Thompson questioned the South Street Project. Mr. Boyer noted that it was slated to contain islands and lighting due to the many fatalities in that area.

PUBLIC HEARINGS

Special Use Permit for Short-Term Rental at 200 E. Main Street – Doug Ichiuji

Mayor Holloway opened the public hearing. Mr. Ichiuji advised that he was available for questions. The public hearing was closed and was opened to Council.

Vice Mayor Cockrell moved seconded by Councilman Gillispie that Council approve a request from Doug Ichiuji for a Special Use Permit for a short-term rental at 200 E. Main Street (tax map 20A8-4-33).

Vote: Yes – Vice Mayor Cockrell, Councilmembers Gillispie, Morris, Rogers, Sealock and Thompson

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

Special Use Permit for Short-Term Rental at 206 Lee Street – Minnick Group

Mayor Holloway opened the public hearing. The applicant advised that she was available for any questions. The public hearing was closed and was opened to Council.

Councilwoman Morris moved seconded by Councilwoman Thompson that Council approve a request from The Minnick Group for a Special Use Permit to allow a short-term rental at 206 Lee Street (tax map 20A7-4-91A), contingent upon installation of a driveway to accommodate three (3) vehicles.

Councilwoman Morris questioned and voiced concern of the parking contingency. Town Attorney George Sonnett read an excerpt from Chapter 148 that explained the parking requirement for this request, noting that there was no place “physically” for parking.

Councilman Gillispie noted that he supported short-term rentals but voiced concern that if three couples were to reserve the short-term rental there would be no parking for the residents on the street.

Councilwoman Thompson noted the large amount of on-street parking in her own neighborhood. She advised that the special use permits for short-term rentals were complaint based.

Councilwoman Morris that the request before them would be for a three-night maximum length of stay.

Vice Mayor Cockrell advised that there was no extra parking on Lee Street which was different than the situation on Chester Street that Council approved a few weeks ago.

Councilman Rogers questioned whether there was any community input at the Planning Commission meeting. Since there was not, he reiterated that the process was complaint based.

Councilman Sealock advised that Lee Street is smaller than some other streets in Town and that there were cars parked on that street all the time.

Vote: Yes – Vice Mayor Cockrell, Councilmembers Gillispie and Sealock

No – Councilmembers Morris, Rogers and Thompson

Absent – N/A

Abstain – N/A

ROLL CALL

No – Mayor Holloway to break the tie

Councilwoman Morris moved seconded by Councilwoman Thompson that Council approve a request from The Minnick Group for a Special Use Permit to allow a short-term rental at 206 Lee Street (tax map 20A7-4-91A),

Vote: Yes – Councilmembers Morris, Roger and Thompson

No – Vice Mayor Cockrell, Councilmembers Gillispie and Sealock

Absent – N/A

Abstain – N/A

ROLL CALL

Yes – Mayor Holloway to break the tie

Special Use Permit for Daycare at 1111 N. Shenandoah Avenue – LifePoint Church

Mayor Holloway opened the public hearing. John Kenney of LifePoint Church advised that he was available for any questions. The public hearing was closed and open to Council.

Councilwoman Thompson moved seconded by Councilwoman Morris that Council approve a request from LifePoint Church for a Special Use Permit for a daycare to be located on the first floor of the church at 1111 N. Shenandoah Avenue (tax map 201A1-444-12A,13,14,15,16,17) contingent upon the following conditions:

- *This Special Use Permit is authorized for a daycare to be located at 1111 N. Shenandoah Ave*
- *The applicant will adhere to all licensing requirements stipulated by Department of Professional and Occupational Regulation (DPOR)*
- *The applicant shall obtain any necessary permits from Warren County prior to commencing the use.*
- *The applicant will provide staff with hours of operation and a traffic flow diagram prior to commencement of the use.*

Council voiced excitement and appreciation on the opening of a daycare.

Vote: Yes – Vice Mayor Cockrell, Councilmembers Gillispie, Morris, Rogers, Sealock and Thompson

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

FY23 Budget Amendment for Outstanding Purchase Orders

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

Councilwoman Morris moved seconded by Councilwoman Thompsons that Council approve a budget amendment in the amount of \$14,641,631.39 to carry forward unpaid balances on purchase orders not completed as of June 30, 2022 and to carry funds forward to fiscal year 2023.

Councilman Gillispie explained that all unpaid balances have been budgeted but may be incomplete projects.

Vote: Yes – Vice Mayor Cockrell, Councilmembers Gillispie, Morris, Rogers, Sealock and Thompson

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

PUBLIC COMMENTS (COMMENTS NOT RELATED TO PUBLIC HEARINGS)

Michael Shotten, 305 William Vincent Road Bentonville, voiced concern over the lack of sidewalks on West Criser Road specifically referring to the amount of school children that walk to and from school and were pushed to using the roadway. He presented Council with a handout noting his concerns.

Council advised Mr. Shotten that Council has discussed the concerns he mentioned at great lengths in their work session and thanked him for reminding them of the great importance of safety in the area.

REPORTS**A. Town Manager Report – None****B. Town Council Reports –**

Vice Mayor Cockrell advised that she attended the Happy Creek Planting Day and was able to plant a tree and commented on the large crowd that attend as well as the many bags of trash collected. She also attended the Bridge Dedication where important information was shared about Joseph Warren. She commented on the large crowd that attended the Tree Lighting that was switched on by Officer Rachel Martin. She invited everyone to the upcoming Merry Market and Parade next weekend.

Councilman Gillispie thanked Mr. Shotten for his concerns and encouraged him to make the same comments to the new council next year. Vice Mayor Cockrell noted that the new councilmembers were in attendance tonight and heard Mr. Shotten's concerns.

Councilwoman Morris welcomed Councilman Sealock.

Councilman Rogers reiterated that the Tree Lighting was "awesome" and thanked the business owners and community for their participation. Mr. Rogers commented on the newspaper article pertaining to Joseph Waltz noting that circumstances happen and asked that Council convene in a special meeting to get everything back on track and move quickly.

C. Mayor Report – Mayor Holloway reiterated that the Tree Lighting was a huge success. He encouraged everyone to attend the parade next weekend and welcomed Councilman Sealock.

CONSENT AGENDA ITEMS**A. HEPTAD Request for One Year Extension to Submit Development Plan**

Council approved a one-year extension to HEPTAD to file a Development Plan, pursuant to Town Code 175-37.18.

B. FY23 Budget Amendment to Accept Community Flood Preparedness Grant Funds from DCR

Council approved a FY23 Budget Amendment in the amount of \$90,000 to receive funds from the Department of Conservation & Recreation (DCR) to fund a H&H Studies to Update FEMA Maps Application.

C. FY23 Budget Amendment for the Purchase of a Three-Phase Pad Mounted Transformer

Council approved a Budget Amendment in the amount of \$45,230.00 for the purchase of a three-phase pad mounted transformer for the Department of Energy Services from WEG Transformers USA.

D. Nutrient Reduction Performance Monetary Assessment Payment to DEQ

Council approved payment to the Commonwealth of Virginia Department of Environmental Quality (DEQ) in the amount of \$82,000 for noncompliance with the Total Phosphorus Performance Standards for the Water Quality Improvement Fund Grant the Town of Front Royal received related to upgrade the Town's Wastewater Treatment Plant.

E. Purchase of Commercial Mower for Horticulture Department

Council approved the purchase of a new Kubota ZD 1211 zero turn commercial mower in the amount of \$15,175.72 from Winchester Equipment Company to replace a 2003 ZD28 model mower for the Horticulture Department to be used for mowing Town property and rights of way.

F. Award Bid for Sewer Rehabilitation Project

Council approved awarding a bid for the 2022 sewer rehabilitation project to Synder Environmental Services in the amount of \$4,947,300.00.

G. Asset Transfer to Warren County Public Works Department of a Retired Town Bucket Truck

Council approved the asset transfer of a 1999 C8500 Bucket Truck that was retired by the Town's Energy Services Department in 2021 to the the Warren County Public Works Department for their regular maintenance of parks, athletic fields & schools.

H. Resolution to Update Employee Handbook to Add Juneteenth Holiday

Council approved an update to the Town of Front Royal Employee Handbook to add Juneteenth, June 19th, to the list of current holidays listed in Chapter 5.IV Holiday Leave.

I. Purchase of Wastewater Treatment Plant Influent Pumps

Council approved the sole source purchase of four (4) influent pumps in the amount of \$387,815 from Sherwood Logan Associates to replace four aged and failing influent pumps in the Wastewater Treatment Plant (WWTP) pumping station.

Vice Mayor Cockrell moved seconded by Councilwoman Morris that Council approve the consent agenda as presented.

Vice Mayor Cockrell advised that she was happy to work with the County on the asset transfer of the bucket truck to Warren County.

Vote: Yes – Vice Mayor Cockrell, Councilmembers Gillispie, Morris, Rogers, Sealock and Thompson

No – N/A

Absent –N/A

Abstain – N/A

ROLL CALL

BUSINESS ITEMS –A. Reappointment to Environmental Sustainability Advisory Committee (ESAC)

Councilman Sealock moved seconded by Councilman Gillispie that Council reappoint Hershel L. Finch to the Environmental Sustainability Advisory Committee to a four-year term ending December 13, 2026.

CLOSED MEETING

Councilwoman Morris moved seconded by Councilman Gillispie that 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 the Town Manager pursuant to §2.2-3711(A)(1) of the Code of Virginia, and,*
- 2) the discussion or consideration of the acquisition of real property for a public purpose, or the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, specifically an offer to lease Town Property, pursuant to §2.2-3711(A)(3) of the Code of Virginia, and,*
- 3) the 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, an Agreement with Discover Front Royal, as required by Virginia Code §24.2-226, pursuant to §2.2-3711(A)(8) of the Code of Virginia. Following the Closed Meeting. I further move that Council may take further action in open session.*

Vote: Yes – Vice Mayor Cockrell, Councilmembers Gillispie, Morris, Rogers, Sealock and Thompson

No – N/A

Absent –N/A

Abstain – N/A

ROLL CALL

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:]

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

Vote: Yes – Vice Mayor Cockrell, Councilmembers Gillispie, Morris, Rogers, Sealock and Thompson

No – N/A

Absent –N/A

Abstain – N/A

ROLL CALL

Councilwoman Morris moved seconded by Councilman Gillispie that Council, there being no executed Town Manager Contract, appoint Finance Director BJ Wilson as Interim Town Manager effective immediately with a salary increase of 10%.

Vote: Yes – Vice Mayor Cockrell, Councilmembers Gillispie, Morris, Rogers, Sealock and Thompson

No – N/A

Absent –N/A

Abstain – N/A

ROLL CALL

Meeting adjourned at 9:25pm.

Approved by Town Council

Date: _____



TOWN COUNCIL SPECIAL MEETING MINUTES

November 29, 2022 @ 6:00PM in the Town Hall Conference Room

The following minutes are a summary of items on the agenda.

ROLL CALL PRESENT: Mayor Chris W. Holloway
Vice Mayor Lori A. Cockrell
Councilman Gary L. Gillispie
Councilwoman Amber F. Morris
Councilman Duane R. "Skip" Rogers
Councilman R. Wayne Sealock
ABSENT: Councilwoman Letasha T. Thompson

APPOINTED STAFF PRESENT: Clerk of Council Tina L. Presley

CLOSED MEETING – Councilman Gillispie moved seconded by Councilman Sealock 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 the Planning Commission and Local Board of Building Code Appeals pursuant to §2.2-3711(A)(1) of the Code of Virginia. I further move that Council may take further action in open session.

Vote: Yes – Vice Mayor Cockrell, Councilmembers Gillispie, Morris, Rogers, and Sealock
No – N/A
Absent – Councilwoman Thompson
Abstain – N/A

ROLL CALL

Vice Mayor Cockrell moved seconded by Councilman Gillispie 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 the Town Manager pursuant to §2.2-3711(A)(1) of the Code of Virginia. I further move that Council may take further action in open session.

Vote: Yes – Vice Mayor Cockrell, Councilmembers Gillispie, Morris, Rogers, and Sealock
No – N/A
Absent – Councilwoman Thompson
Abstain – N/A

ROLL CALL

Mayor Holloway left the meeting at 7:18pm.

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

Vote: Yes – Vice Mayor Cockrell, Councilmembers Gillispie, Jackson, Morris, and Rogers

No – N/A

Absent – Councilwoman Thompson

Abstain – N/A

ROLL CALL

Meeting adjourned.

Approved by Town Council

Date: _____



TOWN COUNCIL SPECIAL MEETING MINUTES

November 30, 2022 @ 6:00PM in the Town Hall Conference Room

The following minutes are a summary of items on the agenda.

ROLL CALL PRESENT: Mayor Chris W. Holloway
Vice Mayor Lori A. Cockrell
Councilman Gary L. Gillispie
Councilwoman Amber F. Morris
Councilman Duane R. "Skip" Rogers
Councilman R. Wayne Sealock
Councilwoman Letasha T. Thompson

APPOINTED STAFF PRESENT: Clerk of Council Tina L. Presley

Vice Mayor Cockrell moved seconded by Councilwoman Thompson that Council appoint Joseph E. Waltz as Town Manager for the Town of Front Royal and authorize the Mayor to execute the Town Manager Agreement dated November 30, 2022 on behalf of the Town.

Vote: Yes – Vice Mayor Cockrell, Councilmembers Gillispie, Morris, Rogers, Sealock and Thompson
No – N/A
Absent – N/A
Abstain – N/A

ROLL CALL

Meeting adjourned at 6:03pm.

Approved by Town Council

Date: _____



Council Consent Agenda Statement

Item # 10A

Meeting Date: December 12, 2022

Agenda Item: FY23 Budget Amendment for Auction Proceeds

Summary: Council is requested to approve a FY23 Budget Amendment in the amount of \$40,700 to receive funds from the Gov Deals for the sale of two refuse trucks and allocate funds to be used for the purchase of a replace pickup truck for the refuse department.

Budget/Funding: 4203-3410201 Solid Waste Revenue – Sale of Government Equipment	\$40,700.00
4203-47005 Solid Waste – Motor Vehicles	\$40,700.00

Meetings: Work Session held December 5, 2022

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

Proposed Motion: I move that Council approve a FY23 Budget Amendment in the amount of \$40,700 to receive funds from the Gov Deals for the sale of two refuse trucks and allocate funds to be used for the purchase of a replace pickup truck for the refuse department.

Moved _____ Seconded _____

Cockrell _____ Gillispie _____ Morris _____ Rogers _____ Sealock _____ Thompson _____

Front Royal, VA
800 Crosby Rd
Front Royal, VA 22630-3496

Bill of Sale Date: 02 Nov 2022
Asset ID: 2

Bill of Sale ID: 11220222
Inventory ID: 685
Award Amount: \$19,700.00 USD

Asset Information



Description: 2004 AUTOCAR WXLL FLF60I4003 VIN/Serial: 5VCHC6LF34N195195
Year: 2004 Make/Brand: AUTOCAR Model: FLF60I4003 Meter: 124968 Miles (Accurate?: No)
Body: Trim: Color: Title Restriction: No Title Restriction

Sale Information

Actual Sold Amount:	\$19,700.00 USD	Paid On: 04 Nov 2022 Wire Transfer
Other Amount:	\$0.00 USD	Other Amount Description:
Buyer's Premium:	\$2,462.50 USD	
Total Amount:	\$22,162.50 USD	

Buyer Information

Rich Zito
PO Box 70
Slate Hill, NY 10973
USA
sonnyzito98@gmail.com
8453554811

Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid.

Buyer/Agent Signature: _____
Print Name: _____
Date: _____

Front Royal, VA
800 Crosby Rd
Front Royal, VA 22630-3496

Bill of Sale Date:	01 Nov 2022	Bill of Sale ID:	11120221
Asset ID:	1	Inventory ID:	684
		Award Amount:	\$21,000.00 USD

Asset Information



Description:	2001 Mack LE613	VIN/Serial:	1M2AC07C61M004622
Year:	2001	Make/Brand:	Mack
Model:	LE613	Meter:	107219 Miles (Accurate?: Yes)
Body:	LCF	Trim:	-
Color:		Title Restriction:	No Title Restriction

Sale Information

Actual Sold Amount:	\$21,000.00 USD	Paid On:	07 Nov 2022 Wire Transfer
Other Amount:	\$0.00 USD	Other Amount Description:	
Buyer's Premium:	\$2,625.00 USD		
Total Amount:	\$23,625.00 USD		

Buyer Information

Tyler Weber PO Box 416 North Aurora, IL 60542-0138 USA tyler@midwestwasteconsultants.com 6308008549	Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid. Buyer/Agent Signature: _____ Print Name: _____ Date: _____
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Council Consent Agenda Statement

Item # 10B

Meeting Date: December 12, 2022

Agenda Item: 2022 I & I Abatement Rehabilitation Project Contract Administration

Summary: Council awarded an environmental engineering services contract to C.H.A. Engineering on June 27, 2022. Council is now requested to award a task order for CHA Engineering to perform contract administration on the 2022 I&I Abatement Rehabilitation Project totaling \$172,000. This is returning to Council for approval due to the task order exceeding \$25,000 which requires Council's approval based upon the Town's procurement policy.

Budget/Funding: Funds have been budgeted in the FY23 Budget as follows:

9802-47998	Sewer Line Maintenance	I&I Abatement	\$172,000
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Meetings: Work Session held November 14, 2022

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

Proposed Motion: I move that Council approve the award of a task order for CHA Engineering to perform contract administration on the 2022 I&I Abatement Rehabilitation Project totaling \$172,000. I further move that Council direct the Town Manager to execute all documents.

Moved _____ **Seconded** _____

Cockrell _____ **Gillispie** _____ **Morris** _____ **Rogers** _____ **Sealock** _____ **Thompson** _____

**ATTACHMENT E – 2022/2023
PROFESSIONAL ENGINEERING SERVICES
BETWEEN
OWNER AND ENGINEER
FOR SERVICES RELATED TO
2022 SANITARY SEWER REHABILITATION
CCA AND RPR SERVICES**

This Attachment E – 2022/2023 is made part of the Contract between the Town of Front Royal (Town), and CHA CONSULTING, INC. (CHA), dated February 3, 2020, (“the Agreement”). CHA shall perform services on the project described below as provided herein and in the Contract.

PART 1.0 – PROJECT DESCRIPTION

The Town of Front Royal signed an updated Special Order by Consent (SOC) with the Virginia Department of Environmental Quality (VDEQ) in June 2020 to reduce the frequency of bypasses and sanitary sewer overflows in its sanitary sewer collection system and wastewater treatment plant. The SOC outlines several rehabilitation studies, designs, and construction projects with completion dates in Appendix A, Schedule of Compliance that must be completed to partially satisfy the requirements of the SOC. The Town has decided to aggressively rehabilitate its system and has budgeted approximately \$10 million for the project. CHA recently designed the 2022 Sanitary Sewer Rehabilitation Project with the scope of services generally outlined in Attachment B – 2021/2022. This is the first of three construction contracts. The Town has requested that CHA provide Construction Contract Administration and Resident Project Representation Services for this first project that has a construction value of \$4.9 million.

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

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 6-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.

Task 1: Construction Contract Administration

Upon written authorization from the Town, CHA shall:

- o *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
- o *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.
- o *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.
- o *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.
- o *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.
- o *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.

- o *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.
- o *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.
- o *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.
- o *Field Orders:* Subject to any limitations in the Construction Contract Documents, CHA may prepare and issue Field Orders requiring minor changes in the Work.
- o *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.
- o *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.
- o *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.
- o *Substitutes and “Or-equal”:* Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by the Contractor.
- o *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.

- o *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.
- o *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.
- o *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.
- o *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.

- o *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.
- o *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.

Task 2: Resident Project 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:

- o *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.

- o *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.
- o *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).
- o *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.
- o *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.
- o *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.
- o *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.
- o *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.
- o *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.
- o *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.
- o *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.
- o *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.
- o *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.
- o *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.

PART 3.0 – PERIODS OF SERVICE

CHA will provide these services in accordance with Construction Contract between the General Contractor and the Town. The current Construction Contract is for six (6) months with an additional one (1)-month period for completion of the punch list.

PART 4.0 – PAYMENTS TO CHA

For Task 1, CHA shall be paid \$72,000 on a lump sum basis.

For Task 2, CHA shall be paid on a time and materials basis up to \$100,000. We have budgeted for 6 months of RPR for this project.

PART 5.0 – OTHER

This Attachment E – 2022/2023 is executed this _____ day of _____, 2022.

TOWN OF FRONT ROYAL, VIRGINIA

CHA CONSULTING, INC.

By:

By:

Name: _____

Name: Douglas B. Hudgins, PE

Title: _____

Title: Vice President

Address: 102 East Main Street
Front Royal, VA 22630

Address: 1341 Research Center Drive
Suite 2100
Blacksburg, VA 24060



Council Consent Agenda Statement

Item # 10C

Meeting Date: December 12, 2022

Agenda Item: Renewal of Lease with Front Royal Volunteer Fire & Rescue Department for Carnival Grounds

Summary: Council is requested to approve a 5-year lease with the Front Royal Volunteer Fire & Rescue Department for use of 1.803 acres of land known as the "Carnival Site" located at Crosby Road and 8th Street. If approved the lease would end on December 31, 2027.

Budget/Funding: 1000-3150202 General Fund – Rental of Town Property

Meetings: Meeting held November 28, 2022

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

Proposed Motion: I move that Council approve a 5-year lease with the Front Royal Volunteer Fire & Rescue Department for use of 1.803 acres of land known as the "Carnival Site" located at Crosby Road and 8th Street, said lease ending December 31, 2027. I further move that Council direct the Mayor to execute the lease on behalf of the Town.

Moved _____ Seconded _____

Cockrell _____ Gillispie _____ Morris _____ Rogers _____ Sealock _____ Thompson _____

LEASE

THIS LEASE AGREEMENT ("Lease") is made and entered into this day of _____ 20____, by and between the TOWN OF FRONT ROYAL, VIRGINIA, a municipal corporation, hereinafter referred to as the "Town", and the FRONT ROYAL VOLUNTEER FIRE & RESCUE DEPARTMENT, INCORPORATED, a Virginia non-stock corporation furnishing voluntary firefighting services, referred to as the "Lessee".

WITNESSETH:

That for and in consideration of the furnishing of voluntary firefighting services to the citizens of the Town, and the sum of ONE DOLLAR (\$1.00) per annum paid by the Lessee to the Town of Front Royal, the parties do hereby agree as follows:

1. PREMISES - The Town agrees to lease to Lessee, 1.803 acres of land shown and designated as "Parcel C" on a plat entitled, "PLAT OF DIVISION OF THE LAND OF THE TOWN OF FRONT ROYAL (FRONT ROYAL MUNICIPAL PARK) Deed Book 66, Page 181, Town of Front Royal - Warren County, Virginia", dated September 8, 2000, prepared by Darryl G. Merchant, Land Surveyor, a copy of which is attached hereto and made part hereof as "Exhibit A", which parcel is also commonly known as "the Carnival Site" ("the

Premises") located on the southeasterly side of Crosby Lane and 8th Street, Town of Front Royal, for the exclusive possession of Lessee, subject to easements and rights-of-way of record, and except as otherwise provided herein.

2. TERM OF LEASE - The term of the Lease is for a period of FIVE (5) years, commencing on the 1st day of January, 2023, and ending on the 31st day of December, 2027.

3. PAYMENT OF RENT – Lessee shall pay to the Town an annual rental payment of \$1.00. The rental payment shall be paid in advance beginning on the 1st day of January, 2023, and on an annual basis thereafter for the term of this Lease.

4. UTILITIES Lessee shall be responsible for all utility expenses which may be used by him at or on the Premises.

5. HOLD HARMLESS Lessee agrees to hold the Town harmless from any liability for injury, damages, damage or harm to persons or property, however caused or incurred, pertaining to its use and/or occupancy of the Premises.

6. USE OF PREMISES - The use of the Premises shall be limited to fund-raising activities for Lessee and its assigns, such as carnivals, and other public safety and fire prevention related pursuits. This Lease shall not be assigned, and Lessee shall not sublet the Premises except to other non-profit organizations recognized in Virginia Code §15.2-953. Commencing January 3, 2023, Town shall have exclusive use of the Premises each year from

July 3 through July 5, and from the first Monday after Thanksgiving through January 2. Lessee shall not permit or allow any dangerous practice or hazardous condition to occur on the Premises, shall not violate any State, Federal, or local law concerning the use of the Premises, or permit any illegal activity to occur thereon. Lessee shall not create or allow any nuisance to be or remain upon the Premises.

7. ALTERATIONS OR IMPROVEMENTS - The temporary installation and operation of carnival equipment and support structures is permitted. Any other alterations, additions, or improvements to the Premises shall not be permitted without the written consent of the Town. Any permitted alterations, additions, or improvements shall be performed at the sole expense of the Lessee by reputable workmen and contractors approved by the Town. All alterations, additions, or improvements to the Premises shall be and remain the sole property of the Town.

8. MAINTENANCE Lessee shall keep the Premises mowed and/or cultivated and shall maintain the Premises in a proper condition. The Town shall have a right of entry to inspect the premises without notice to the Lessee. Lessee shall surrender the Premises to the Town at the conclusion of the Lease in the same condition and repair as existed at the commencement of the Lease. Lessee accepts the property "as is". It is specifically understood the Town has no obligation to Lessee to make any repairs, improvements, or replacement whatsoever to the Premises during

the period of the Lease. The Town does not warrant or guarantee as to the suitability of the site for any particular purpose.

9. TERMINATION - This Lease may be terminated by either party for any reason thirty (30) day from the date of mailing or hand-delivered notice of termination to the other party. For the purposes of this Lease, all notices shall be made in writing and shall be delivered by first class mail to the parties at the addresses stated herein, to-wit:

TOWN OF FRONT ROYAL c/o
Front Royal Town Manager
102 E. Main Street
Front Royal, Virginia 22630
540-635-8007

FRONT ROYAL VOLUNTEER
FIRE & RESCUE DEPARTMENT,
INC. c/o Current President
221 Commerce Avenue
P.O. Box 567
Front Royal, Virginia 22630
540-635-2540

In the event of termination by the Town prior to the scheduled expiration of the Lease, Lessee shall be given a reasonable time to remove any of its personal property left upon the Premises. In the event that public necessity requires an immediate recovery of the Premises by the Town, and Lessee is

unable to remove its personal property from the Premises, the parties shall agree as to reasonable compensation to be paid to the Lessee for any loss.

Except as provided herein, any personal property which remains upon the Premises upon termination or expiration of the Lease shall become the sole property of the Town.

10. INTERPRETATION - The interpretation of the provisions of this Lease shall be in accordance with the laws of the State of Virginia.

11. MODIFICATION AND EXTENSIONS - Modification of the terms and conditions of this Lease and extensions or renewals of this Lease shall not be permitted, unless agreed to in writing and executed with the same formality as this Lease.

GIVEN under our hands this ____ day of _____, 2022.

TOWN OF FRONT ROYAL, VIRGINIA

BY: _____
CHRIS W. HOLLOWAY, MAYOR

ATTEST:

TINA L. PRESLEY, CLERK OF COUNCIL

APPROVED AS TO FORM:

George M. Sonnett, Jr., Town Attorney

Date: _____

FRONT ROYAL VOLUNTEER FIRE &
RESCUE DEPARTMENT, INC.

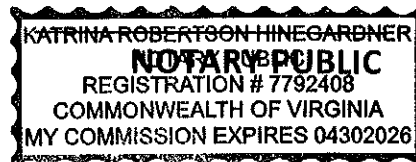
BY: [Signature]

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, Katrina Robertson Hinegardner,
a Notary Public in and for the State of Virginia At Large, do hereby
certify that Harry C. Kisher Jr,
whose name is signed on behalf of the **FRONT ROYAL VOLUNTEER
FIRE & RESCUE DEPARTMENT, INC.**, to the foregoing Lease
Agreement bearing the date of 01 day of December, 2022,
have each this day personally appeared and acknowledged the
same before me in my State and in the County aforesaid.

Given under my hand this 01 day of December, 2022.

My commission expires on the 30 day of April, 2026.





Council Agenda Statement

Item # 11A

Meeting Date: December 12, 2022

Agenda Item: Appointment to the Planning Commission

Summary: Council is requested to appoint a member to the Planning Commission to an unexpired term ending August 31, 2024.

Budget/Funding: None

Meetings: Special Meeting held November 29, 2022

Proposed Motion: I move that Council appoint Glenn E. Wood to the Planning Commission said term ending August 31, 2024.

Moved _____ *Seconded* _____

Cockrell _____ *Gillispie* _____ *Morris* _____ *Rogers* _____ *Sealock* _____ *Thompson* _____



Council Agenda Statement

Item # 11B

Meeting Date: December 12, 2022

Agenda Item: Appointments to Local Board of Building Code of Appeals (LBBCA)

Summary: Council is requested to appoint two members to the Local Board of Building Code Appeals. Term limits shall be established in by-laws once by-laws are approved by Town Council. Since this is a 5-member board, three more members will be appointed at a later time.

Budget/Funding: None

Meetings: Special Meeting held November 29, 2022

Proposed Motion: I move that Council appoint George E. Cline, Jr. and C. Frank Stankiewicz to the Local Board of Building Code Appeals, said terms to be established in by-laws once by-laws are approved by Town Council.

Moved _____ *Seconded* _____

Cockrell _____ *Gillispie* _____ *Morris* _____ *Rogers* _____ *Sealock* _____ *Thompson* _____



Council Agenda Statement

Item # 11C

Meeting Date: December 12, 2022

Agenda Item: Advance Application/Authorize to Advertise for a Public Hearing

Summary: Staff received a request from Mr. & Mrs. William Holloway and Mr. & Mrs. Wade Holloway to vacate a portion of a public alley located adjacent to 1202 Virginia Avenue and 111 & 117 W. 12th Street, with the intent to purchase. Staff has completed the research and notification of all adjacent property owners on the request. All responses, including staff comments, are included in this packet for review. The next step is for Council to vote whether to move the application forward to a public hearing with notice to the affected adjacent property owners.

Budget/Funding: None

Meetings: None

Proposed Motion: I move that Council advance the application by authorizing staff to advertise for a public hearing to be held January 23, 2023 to vacate a portion of a public alley located adjacent to 1202 Virginia Avenue and 111 & 117 W. 12th Street, as requested by Mr. & Mrs. William Holloway and Mr. & Mrs. Wade Holloway to move the application forward with notice to the affected adjacent property owners.

Moved _____ *Seconded* _____

Cockrell _____ *Gillispie* _____ *Morris* _____ *Rogers* _____ *Sealock* _____ *Thompson* _____



2200368

VACATION OF STREETS AND ALLEYS and OTHER TOWN RIGHTS-OF-WAYS APPLICATION

APPLICANT INFORMATION

(please print)

Name Mr. and Mrs. William Holloway Mr. and Mrs. Wade Holloway

Mailing Address C/O 117 W 12th St. Front Royal, VA.

Phone # 540-671-6068-6086 E-mail wadeholloway@yahoo.com

VACATION INFORMATION

Description (please select all that apply)

☐ Street/Portion of Street

☒ Alley/Portion of Alley

☐ Other (please specify) _____

Location

Adjacent to 1202 Virginia Ave, 111 & 117 W 12th St.

Reason for request

Vacate for purchase

Extend garage at 1202 Virginia
Add garage at 117 W 12th St) per phone conversation
w/ Wade Holloway
10-19-2022

☒ Current Plat Attached Showing Property to be Vacated

Applicant's Signature

[Signature]

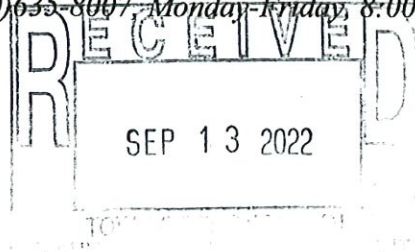
Date

9-13-22

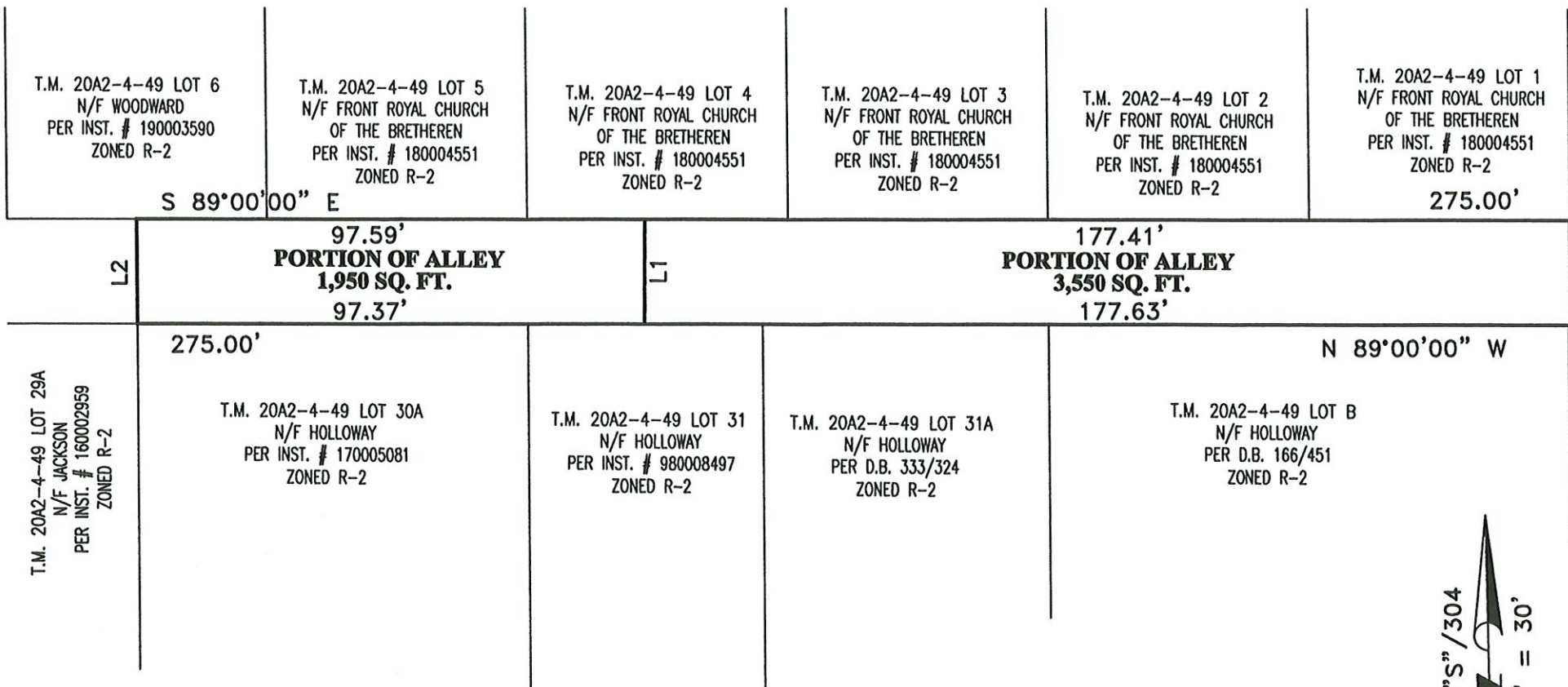
Completed application shall be returned by mail or delivery to:

Town Manager's Office, Town Hall, 102 E. Main Street, P.O. Box 1560, Front Royal, VA 22630

Additional Information: Town Manager's Office (540) 635-8007 Monday-Friday, 8:00am - 5:00pm



Revised 3/1/22



VIRGINIA AVE.
60' WIDE R/W
EX. CONC CURB AND GUTTER

LINE	BEARING	DISTANCE
L1	S 01°37'54" W	20.00'
L2	N 01°00'00" E	20.00'
L3	S 01°00'00" W	20.00'

PER D.B. "S"/304
SCALE 1" = 30'

NO TITLE REPORT FURNISHED TO THIS OFFICE.
SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

PLAT REF: D.B. "S" PAGE 304.

SURVEY OF TWO PORTIONS OF ALLEY SITUATED WEST OF VIRGINIA AVENUE
BLOCK 49 MAP OF FRONT ROYAL RIVERTON IMPROVEMENT CO. INC.

NORTH RIVER MAGISTERIAL DISTRICT
TOWN OF FRONT ROYAL
WARREN COUNTY, VA.

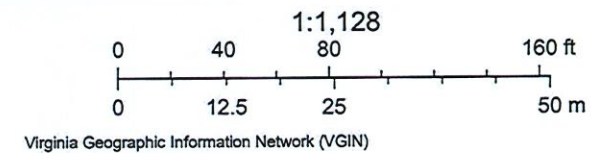
PREPARED BY:
BROGAN LAND SURVEYING, PLC
P.O. BOX 1578
FRONT ROYAL, VA. 22630-0034
TEL. & FAX (540) 635-5657
AUGUST 25, 2022



2200368_Holloway_Alley Vacation



October 20, 2022





106 W 13TH ST

Property Details

Current Owner

Name: CHURCH FRONT ROYAL CH OF BRETHREN

Mailing Address: 106 W 13TH ST N/A
FRONT ROYAL, VA 22630

Physical Address: 106 W 13TH ST
FRONT ROYAL, VA 22630

Tax Map #: 20A2 449 1

Account #: 9193

Total Acres (Includes all Sublots): .860

Zoning: R-2

Occupancy Code: Exempt

Magisterial Code: North River-Town

Land Use: Exempt - Religious

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: L1-2-3-4-5 B 49
FRONT

Instrument Type and Year: LR 2018

Deed Book No: N/A

Legal Description 2: ROYAL
RIVERTON IMP CO

Instrument Number: 4551

Deed Book Page: 0

Legal Description 3: N/A

Slide Number: N/A

Will Book No: N/A

Legal Description 4: N/A

Slide Index: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
\$150,000	\$790,800	\$940,800

Grantor	Sale Price	Sale Date
CHURCH FRONT ROYAL	N/A	9/11/2018

Number of Parcels Involved in Sale

1



120 W 13TH ST

Property Details

Current Owner

Name: WOODWARD ROBERT W & JOYCE A

Mailing Address: 120 W 13TH ST N/A
FRONT ROYAL, VA 22630

Physical Address: 120 W 13TH ST
FRONT ROYAL, VA 22630

Tax Map #: 20A2 449 6

Account #: 9194

Total Acres (Includes all Sublots): .344

Zoning: R-2

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: L6-7 BL 49 FRONT
ROYAL

Instrument Type and Year: LR 2019

Deed Book No: N/A

Legal Description 2: RIVERTON IMP
CO

Instrument Number: 3590

Deed Book Page: 0

Legal Description 3: N/A

Slide Number: N/A

Will Book No: N/A

Legal Description 4: N/A

Slide Index: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
\$40,000	\$126,500	\$166,500

Grantor	Sale Price	Sale Date
CARROLL ROBERT D	\$135,000	7/19/2019

Number of Parcels Involved in Sale

1



124 W 13TH ST

Property Details

Current Owner

Name: GAMBILL WILLIAM & *Christine*

Mailing Address: 124 W 13TH ST N/A
FRONT ROYAL, VA 22630

Physical Address: 124 W 13TH ST
FRONT ROYAL, VA 22630

Tax Map #: 20A2 449 8

Account #: 9195

Total Acres (Includes all Sublots): .344

Zoning: R-2

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: L8-9 BL 49 FRONT
ROYAL

Instrument Type and Year: LR 2007

Deed Book No: N/A

Legal Description 2: RIVERTON IMP
CO

Instrument Number: 759

Deed Book Page: 0

Legal Description 3: N/A

Slide Number: N/A

Will Book No: N/A

Legal Description 4: N/A

Slide Index: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
\$40,000	\$158,800	\$198,800

Grantor	Sale Price	Sale Date
GAMBILL WILLIAM & CHRISTINE/	N/A	1/23/2007

Number of Parcels Involved in Sale

1



130 W 13TH ST

Property Details

Current Owner

Name: BRUGH J FRANKLIN JR & KATHLEEN

Mailing Address: 60 SCARLET OAK CT N/A
FRONT ROYAL, VA 22630

Physical Address: 130 W 13TH ST
FRONT ROYAL, VA 22630

Tax Map #: 20A2 449 10

Account #: 9196

Total Acres (Includes all Sublots): .172

Zoning: R-2

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: L 10 BL 49 FRONT
ROYAL

Instrument Type and Year: LR 2022

Deed Book No: N/A

Legal Description 2: RIVERTON IMP
CO

Instrument Number: 2658

Deed Book Page: 0

Legal Description 3: N/A

Slide Number: N/A

Will Book No: N/A

Legal Description 4: N/A

Slide Index: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
\$40,000	\$155,000	\$195,000

Grantor	Sale Price	Sale Date
BRUGHTHRU LLC	N/A	4/25/2022

Number of Parcels Involved in Sale

2



140 W 13TH ST

Property Details

Current Owner

Name: RUIZ MARIA AMALIA

Mailing Address: 140 W 13TH ST N/A
FRONT ROYAL, VA 22630

Physical Address: 140 W 13TH ST
FRONT ROYAL, VA 22630

Tax Map #: 20A2 449 11

Account #: 9197

Total Acres (Includes all Sublots): .172

Zoning: R-2

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: L 11 BL 49 FRONT
ROYAL

Instrument Type and Year: LR 2003

Deed Book No: N/A

Legal Description 2: RIVERTON IMP
CO

Instrument Number: 9876

Deed Book Page: 0

Legal Description 3: N/A

Slide Number: N/A

Will Book No: N/A

Legal Description 4: N/A

Slide Index: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
\$30,000	\$83,700	\$113,700

Grantor	Sale Price	Sale Date
BRUGH J FRANKLIN JR ET UX	\$106,000	8/22/2003

Number of Parcels Involved in Sale
N/A



139 W 12TH ST

Property Details

Current Owner

Name: JENKINS AARON M & AMANDA L

Mailing Address: 139 W 12TH ST N/A
FRONT ROYAL, VA 22630

Physical Address: 139 W 12TH ST
FRONT ROYAL, VA 22630

Tax Map #: 20A2 449 24

Account #: 9205

Total Acres (Includes all Sublots): .172

Zoning: R-2

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: L 24 BL 49 FRONT
ROYAL

Instrument Type and Year: LR 2010

Deed Book No: N/A

Legal Description 2: RIVERTON IMP
CO

Instrument Number: 6283

Deed Book Page: 0

Legal Description 3: N/A

Slide Number: N/A

Will Book No: N/A

Legal Description 4: N/A

Slide Index: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
\$35,000	\$107,700	\$142,700

Grantor	Sale Price	Sale Date
BLANKENSHIP DEBORAH I/MILLER JAMES	\$107,100	12/1/2010

Number of Parcels Involved in Sale

1



137 W 12TH ST

Property Details

Current Owner

Name: BARKLEY ELSIE M

Mailing Address: 137 W 12TH ST N/A
FRONT ROYAL, VA 22630

Physical Address: 137 W 12TH ST
FRONT ROYAL, VA 22630

Tax Map #: 20A2 449 25

Account #: 9206

Total Acres (Includes all Sublots): .172

Zoning: R-2

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: L 25 BL 49 FRONT
ROYAL

Instrument Type and Year: WF 2008

Deed Book No: N/A

Legal Description 2: RIVERTON IMP
CO

Instrument Number: 148

Deed Book Page: 0

Legal Description 3: N/A

Slide Number: N/A

Will Book No: N/A

Legal Description 4: N/A

Slide Index: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
\$35,000	\$63,100	\$98,100
Grantor	Sale Price	Sale Date
BARKLEY HARRY W ET UX	N/A	10/14/2008

Number of Parcels Involved in Sale

1



129 W 12TH ST

Property Details

Current Owner

Name: MEREDITH DELWIN RAY & SALLY R

Mailing Address: 18 FAIRVIEW AVE N/A
FRONT ROYAL, VA 22630

Physical Address: 129 W 12TH ST
FRONT ROYAL, VA 22630

Tax Map #: 20A2 449 27

Account #: 9208

Total Acres (Includes all Sublots): .172

Zoning: R-2

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: L 27 BL 49 FRONT
ROYAL

Instrument Type and Year: LR 2021

Deed Book No: N/A

Legal Description 2: RIVERTON IMP
CO

Instrument Number: 1924

Deed Book Page: 0

Legal Description 3: N/A

Slide Number: N/A

Will Book No: N/A

Legal Description 4: N/A

Slide Index: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
\$35,000	\$73,600	\$108,600

Grantor	Sale Price	Sale Date
RAMEY RALPH L & MARGARET A	N/A	3/4/2021

Number of Parcels Involved in Sale
2



127 W 12TH ST

Property Details

Current Owner

Name: ROYER ERICA A

Mailing Address: 127 W 12TH ST N/A
FRONT ROYAL, VA 22630

Physical Address: 127 W 12TH ST
FRONT ROYAL, VA 22630

Tax Map #: 20A2 449 28A

Account #: 9209

Total Acres (Includes all Sublots): .1291

Zoning: R-2

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: L 28A BL 29
FRRIC BDY ADJ

Instrument Type and Year: LR 2015

Deed Book No: N/A

Legal Description 2: L 28,29,30 LR03-
9647

Instrument Number: 4368

Deed Book Page: 0

Legal Description 3: N/A

Slide Number: N/A

Will Book No: N/A

Legal Description 4: N/A

Slide Index: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
\$25,000	\$135,600	\$160,600

Grantor	Sale Price	Sale Date
HOLLOWAY JOAN GAIL	\$152,000	8/31/2015

Number of Parcels Involved in Sale

1



125 W 12TH ST

Property Details

Current Owner

Name: JACKSON WAYNE & RAQUEL

Mailing Address: 125 W 12TH ST N/A
FRONT ROYAL, VA 22630

Physical Address: 125 W 12TH ST
FRONT ROYAL, VA 22630

Tax Map #: 20A2 449 29A

Account #: 31351

Total Acres (Includes all Sublots): .1291

Zoning: R-2

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: L 29A BL 49
FRRIC BDY ADJ

Instrument Type and Year: LR 2016

Deed Book No: N/A

Legal Description 2: L 28,29,30 LR03-
9647

Instrument Number: 2959

Deed Book Page: 0

Legal Description 3: N/A

Slide Number: N/A

Will Book No: N/A

Legal Description 4: N/A

Slide Index: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
\$25,000	\$144,500	\$169,500

Grantor	Sale Price	Sale Date
HOLLOWAY WILLIAM MORTON	\$160,000	6/20/2016

Number of Parcels Involved in Sale

1



117 W 12TH ST

Property Details

Current Owner

Name: HOLLOWAY WADE A & STEPHANIE A

Mailing Address: 117 W 12TH ST N/A
FRONT ROYAL, VA 22630

Physical Address: 117 W 12TH ST
FRONT ROYAL, VA 22630

Tax Map #: 20A2 449 30A

Account #: 31352

Total Acres (Includes all Sublots): .2583

Zoning: R-2

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: L 30A BL 49
FRRIC BDY ADJ

Instrument Type and Year: LR 2017

Deed Book No: N/A

Legal Description 2: BDY ADJ L
28,29,30

Instrument Number: 5081

Deed Book Page: 0

Legal Description 3: LR03-9647

Slide Number: N/A

Will Book No: N/A

Legal Description 4: N/A

Slide Index: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
\$50,000	\$129,800	\$179,800

Grantor	Sale Price	Sale Date
HOLLOWAY WADE A	N/A	9/19/2017

Number of Parcels Involved in Sale

1



111 W 12TH ST

Property Details

Current Owner

Name: HOLLOWAY WILLIAM M & JOAN G

Mailing Address: 1202 VIRGINIA AVE N/A
FRONT ROYAL, VA 22630

Physical Address: 111 W 12TH ST
FRONT ROYAL, VA 22630

Tax Map #: 20A2 449 31A

Account #: 9211

Total Acres (Includes all Sublots): .258

Zoning: R-2

Occupancy Code: Apartment

Magisterial Code: North River-Town

Land Use: Multi-Family Residential

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: L32 PTL 31 BL 49
FRONT

Instrument Type and Year: 0

Deed Book No: 333

Legal Description 2: ROYAL
RIVERTON IMP CO

Instrument Number: 0

Deed Book Page: 324

Legal Description 3: N/A

Slide Number: N/A

Will Book No: N/A

Legal Description 4: N/A

Slide Index: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
\$50,000	\$188,100	\$238,100

Grantor	Sale Price	Sale Date
N/A	\$18,000	11/1/1985

Number of Parcels Involved in Sale
N/A

Town Council Front Royal

In regards to the request for the town to vacate the alley behind the Front Royal Church of The Brethren.

I am a member of the Front Royal Church of the Brethren and have been for over twenty years and am a member of the safety team there. We are responsible for the safety of the members at all times. With that I believe for the best interest of all of the members the alley should remain.

Example: If there would be a fire across the street or at the church the street would be blocked off. Now we at least have access to the alley that people can get in their cars and leave. It also gives the fire department access to some of the houses if needed. I know that some of the alley has overgrown but for our part of the alley has been keep open. It would also give access to rescue workers if 13th street was blocked and someone needed medical attention at church. It could be as simple as a car accident at the entrance to the parking lot and people would not be able to leave.

I ask you to consider these issues and others before vacating the alley and it get closed.

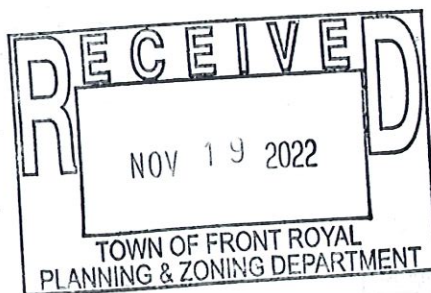
Thank You,

Albert Lambert

112 Cedar Park Ct

Front Royal, Va. 22630

540 336 7727

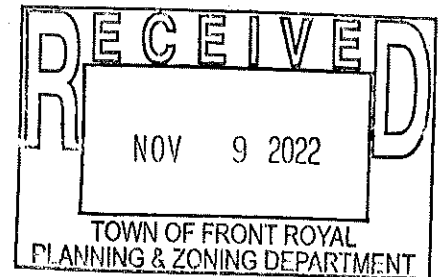


CHURCH OF THE BRETHREN OFFICERS

BOARD CHAIR. STEVE LONG. Steve Long
Vice chair. Becky Lilly
Treasure. Diane Wickham. Diane Wickham
Financial sec. Heather Clatterbuck. Heather Clatterbuck
Recording Sec. Debbie long. Debbie Long

BOARD MEMBERS

Lee Keeler. Lee Keeler
Elsie Kirk. Elsie Kirk
Dee Dee Mauck. Dee Dee Mauck
Sue Miller. Sue Miller
Debbie Smoot. Debbie Smoot
Donna Strahley. Donna Strahley
Frank Lake. Frank Lake
Julie Riley. Julie Riley
Debbie Rosenberry. Debbie Rosenberry
Tim Clatterbuck. Tim Clatterbuck
Don Hilton. Moved and left area
Al Lambert. Al Lambert
Diane Kelly. Diane Kelly
Ruth Hammon. Ruth Hammon



We have had this exit for about 28 years. Thank God we haven't had to use it. This is considered to be an emergency exit. This was considered just in case any emergencies arise

On the north side of our main entrance. We have a safety team

In place and this alley is included in our plans for evacuation.

Hopefully we never have to use it but we can't if fences and buildings are put up. That's why we strongly object to this

Vacating this property.

As Pastors, we agree with those above and the statement church has prepared -

J. Diane Whitel & Bobby Whitel

We have had this exit for about 28 years. Thank God we haven't had to use it. This is considered to be an emergency exit. This was considered just in case any emergencies arise

On the north side of our main entrance. We have a safety team in place and this alley is included in our plans for evacuation.

Hopefully we never have to use it but we can't if fences and buildings are put up. That's why we strongly object to this

Vacating this property.

Church Members

- 1) Al Lambert
- 2) Eugene Miller
- 3) Wade Aubert
- 4) Sam Miller
- 5) Diane Wickham
- 6) Carol A. Campbell
- 7) Dee Dee Maerck
- 8) Dorothy Smart
- 9) William B. Fox
- 10) Joseph Podson
- 11) Edgar J. West
- 12) R. W. Wickham
- 13) Joyce Woodward
- 14) Linda Aubert
- 15) Donna Strahley
- 16) Lee Wines
- 17) Betty Wines
- 18) Stanley Woodward
- 19) Betty Kilburn
- 20) Norman Williamson
- 21) Egna Skidman
- 22) Sten E. Debra Long

- 23)
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- 63)

Timothy R. Clark
Wyatt Clatterbuck
Heather Clatterbuck
Gabe Reilly
Amy Clatterbuck
MELVIN BAUGHER
PAT BAUGHER
Wanda Oden
Linda McEwen
Mike Mase
Christina Mase
Scott Kasper
Kimberly Runk
Mary Rhodes
Dana Evans
RICK Hurdley
Shirley Vaughn
Geraldine Lee
Evelyn Liddell
Ann Krause
Jeane Seger
Ker Kelley
Ruthie Hamman

The alley in question is a big part of our safety at our Church. We have a 9 member safety team with a plan for evacuation in case of fire, gas leaks , etc. . If a situation arises in front of Church , we must exit in rear of Church. Pictures show 3 doors, # 4-5-6 for our evacuation. In most evacuations 100 ft. Is required for safe distance. As you can see from our pictures we have about 50 - 60 ft. Of parking lot . We need this 20 ft. alley for safety and then we can shift to either side for safety. In case of emergency we have designated this alley as a safe place to gather so we can keep a headcount of our people. We don't want them getting in their cars and leaving , because that could cause more problems.

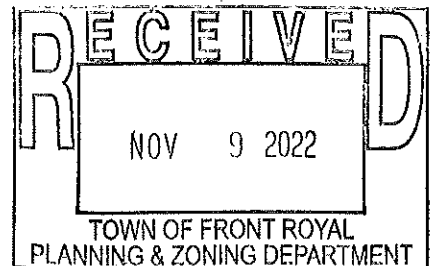
If any issues come up on w 13th street , such as house fire, water break, car accident, we need this alley open for car evacuation.

This is just one of our concerns for the safety of our people.

FRONT ROYAL CHURCH OF THE BRETHREN

Dave Aikant

Safety Team

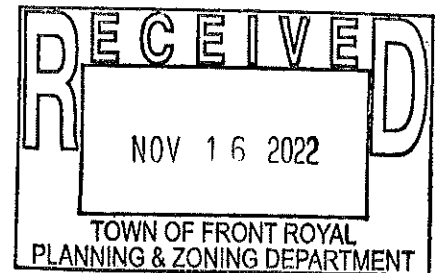


Our Church has used this alley for our family fun day . We have had a bouncy house , we have had Steve Foster's Amazing Grace mule for mule shows, and we have had Easter egg hunts. All our activities have been west of our emergency exit so we don't block anyone from exiting. We have not had this for several years because of Covid . We do have plans to use it again. This is why we strongly oppose vacating this alley .

Debbie Smoot - Sunday School Director

Just to add to the above, we use part of the grass area for our 2-4 year olds every Easter for the egg hunt.

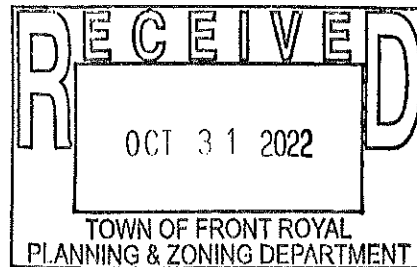
When we have our Vacation Bible school we use it for games for the children.



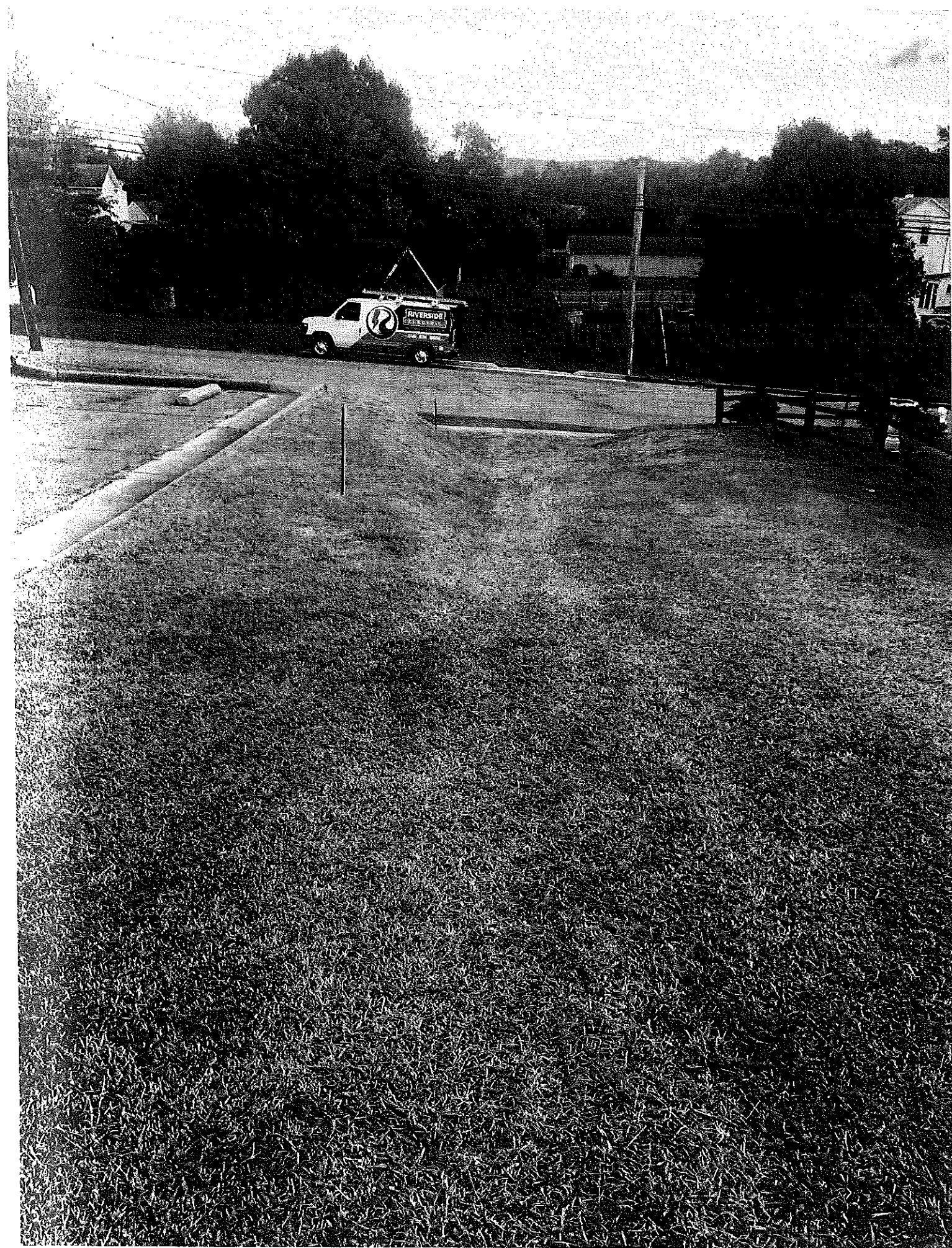
We have had this exit for about 28 years. Thank God we haven't had to use it , but this is considered to be an emergency exit. When we added on our addition , this was considered just in case any emergencies arise on the north side of our Church. We have a safety team in place and this property is included in our plans for evacuation. Hopefully we never have to use it but we can't use it if buildings and fences are put up. That's why we strongly oppose the vacating of this property. We pray for your understanding on this matter.

FRONT ROYAL CHURCH OF THE BRETHREN

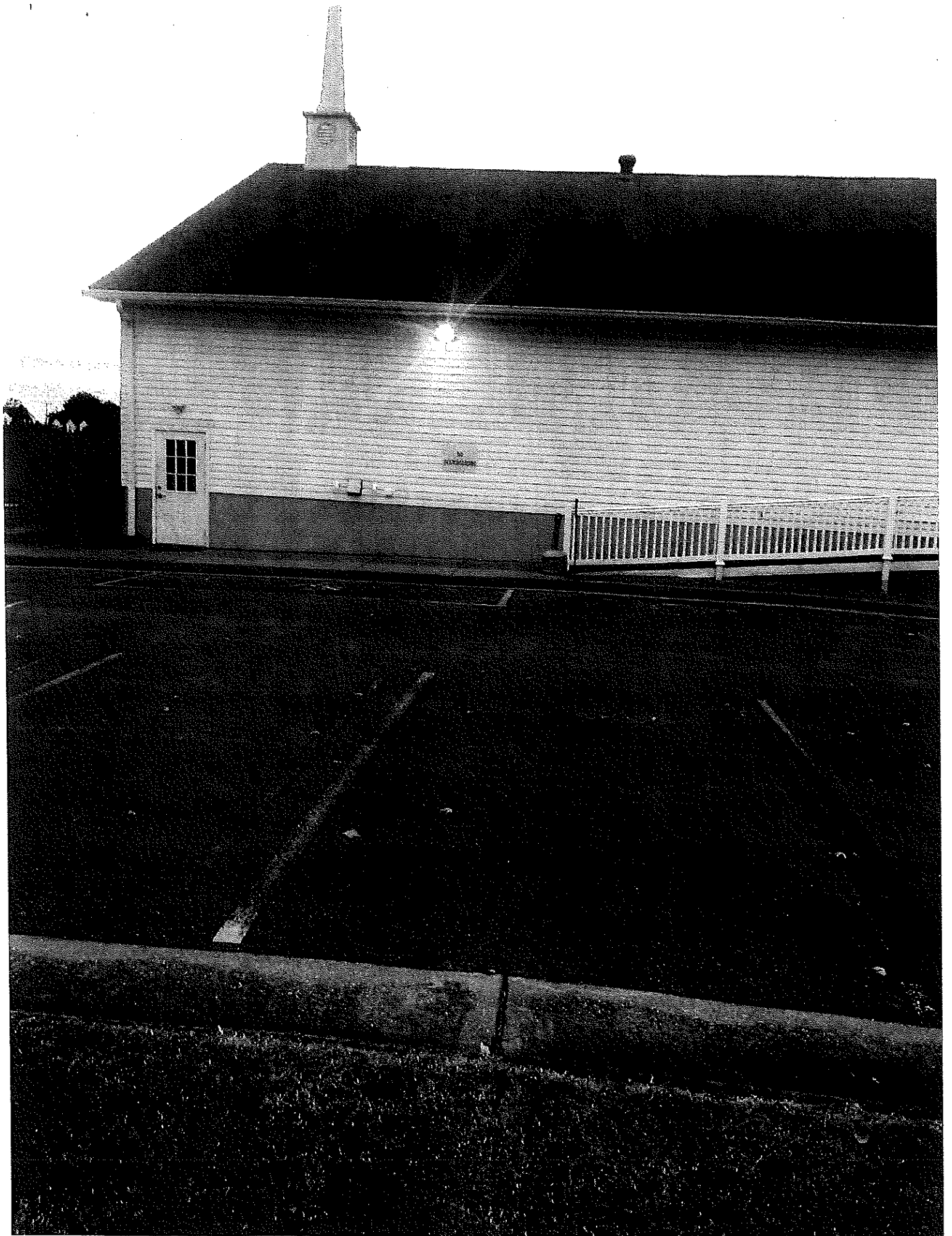
David Clark





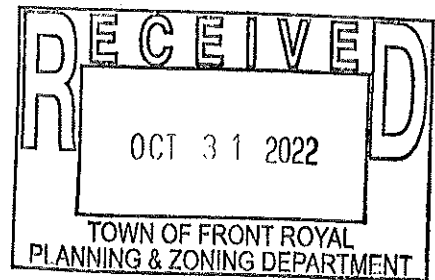








R.W. WOODWARD
120 West 13th Street
Front Royal Va. 22630



October 28, 2022

To: Lauren Kopishke
Director of Planning & Zoning

Hello,

I am writing this letter in response to your October 20 notice of the 20 foot alley that the Holloway family is attempting to take from us. Since this is so important to us, my first thought is, please do not do this. There are numerous reasons that we would like to leave the right of way as is and has been for many years.

We had to do a lot of work to our home and the alley was a blessing for bringing in heavy objects to the back door of our home. This alley serves other reasons such as bringing in pellets for our pellet stove . These things get pretty heavy at my age . It makes a huge difference when we can just use the alley and back my truck right up to the back door . Actually it is the only way out for brush etc. and it was the only way to get a storage building into our back yard . Well I could go on and on with reasons such as emergency reasons , replacing my basement floor , overflow parking for the church next door whom I have given permission to simply pull down the right of way to our backyard. This alley was one of the reasons that we bought our home and it has been a back door to our place that we have certainly enjoyed . As I have said earlier in this letter , PLEASE LEAVE THIS ALLEY AS IT IS . It would be devastating to us and especially the church next door if it was abandoned . THANKS ,

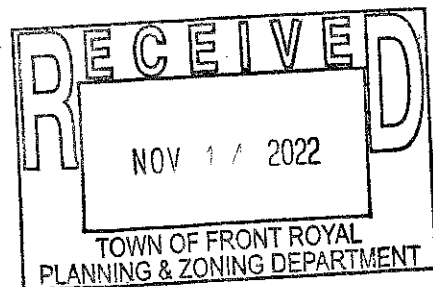
Wayne and Joyce Woodward

To whom it may concern
Re: Right of Way at Church of the Brethren

The Right of Way was put there for a
~~reason~~ reason. I am opposed to vacating the
right of way. It serves the church and other
houses as a way to get in back of property.

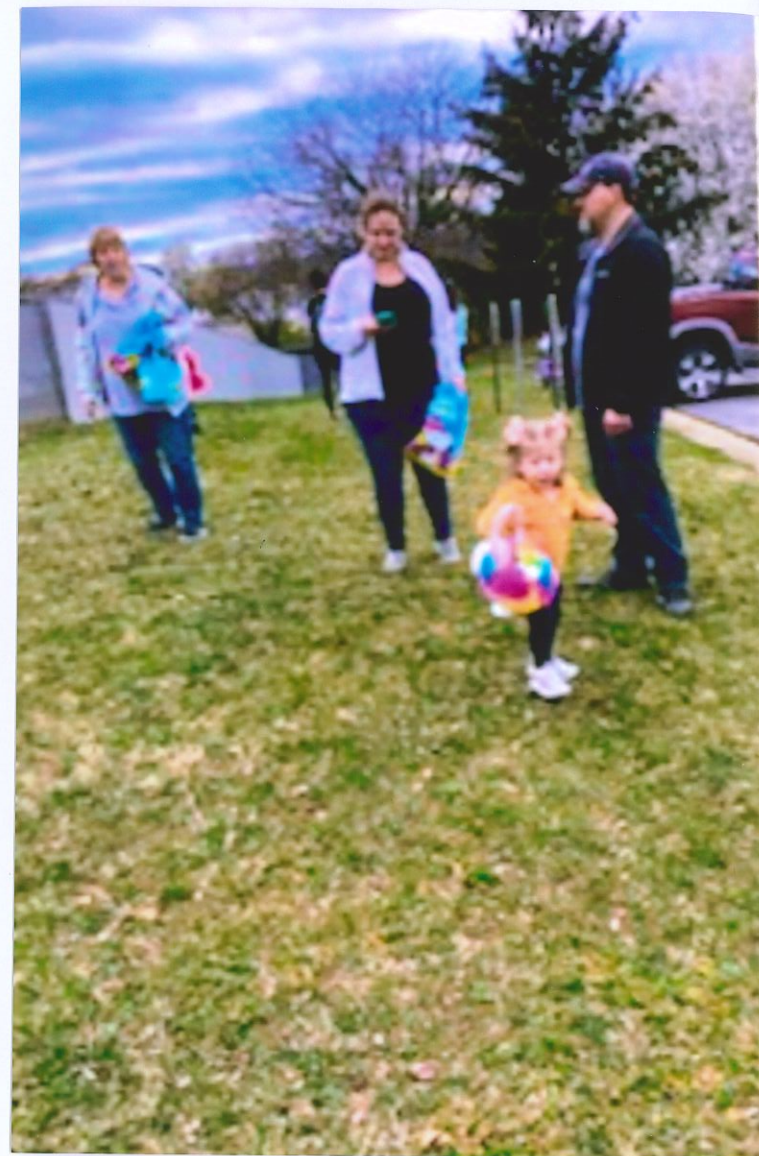
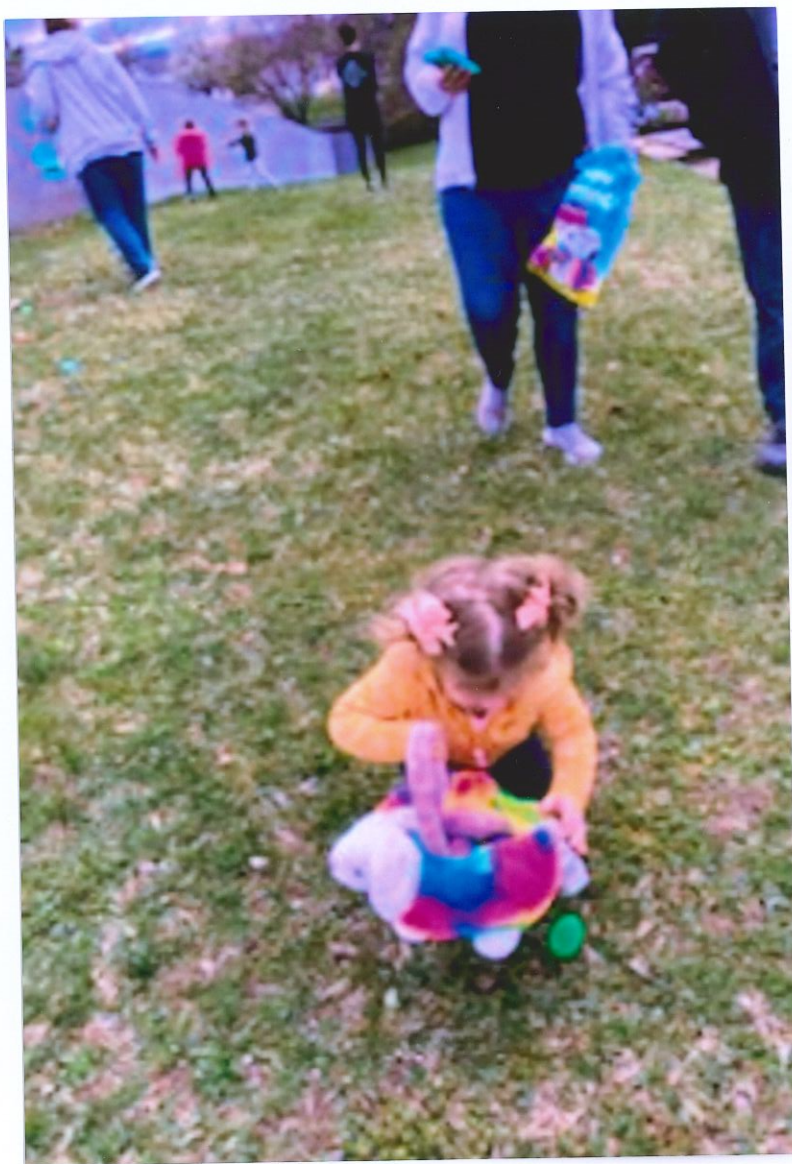
It is used as a emergency exit to the church.
If a fire broke out on 13th St. The Right of Way
would be the only way out of church parking lot.
Respectfully Submitted

William (Bob) Williamson









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 VA State Code*

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
Council Approval – October 24, 2022