REGULAR TOWN COUNCIL MEETING

Monday, March 27, 2023 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 February 27, Work Session Minutes of March 6 and March 13 and Special Work Session Minutes of March 22, 2023, as presented.*

5. ADDITION/DELETION OF ITEMS FROM THE AGENDA OR REVISION TO ORDER OF BUSINESS
   [Items added will be placed as the last item under Business Items. Unanimous vote is required to add/delete]

6. RECOGNITIONS/AWARDS/REPORTS/PRESENTATIONS
   * Proclamation for 50th Anniversary for the Karate Club
   * Proclamation for Skyline Hawks Boys Varsity Basketball Team

7. PUBLIC HEARING
   A. Special Use Permit for a Commercial Outdoor Recreation Facility at 1847 N. Royal Avenue – Jeffrey Kelble
   B. Ordinance Amendment to Town Code Chapter 4-1
   C. Bid Award and Budget Amendment for the Fleet Maintenance Building Project
   D. Resolution for Bond Purchase and Loan Agreement Related to Fleet Maintenance Building Project

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. Riverton Pump Station Engineering Proposal
    B. Financial Audit Services
    C. Various Single-Phase Pad-Mounted Transformers
    D. Three-Phase Pad-Mounted Transformer
    E. Resolution Approving Town's Participation in Proposed Settlement of Opioid-Related Claims Against Pharmaceutical Manufacturers and Distributors with Settlement Funds to be Used to Help Remediate Damages Caused by the Opioid Epidemic

11. BUSINESS ITEMS –
    A. Nomination to the Board of Zoning Appeals
    B. Appointments to the Joint Towing Advisory Board

12. Adjourn

TOWN COUNCIL REGULAR MEETING MINUTES

February 27, 2023@ 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 Ryan Williams

ROLL CALL BY CLERK OF COUNCIL

PRESENT: Mayor Lori A. Cockrell
Councilwoman Melissa DeDomenico-Payne
Councilman Joshua L. Ingram
Councilwoman Amber F. Morris
Councilman H. Bruce Rappaport
Councilman Duane R. "Skip" Rogers
Vice Mayor R. Wayne Sealock

OTHERS PRESENT: Clerk of Council Tina L. Presley
Town Manager Joseph E. Waltz
Town Attorney George M. Sonnett, Jr.

APPROVAL OF MINUTES – *Councilwoman Morris moved seconded by Vice Mayor Sealock that Council approve the Regular Meeting minutes of January 23, 2023 and Work Session Minutes of February 13, 2023, as presented.*

Vote: Yes – Councilmembers Ingram, Morris, Rappaport, Rogers, and Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – Councilwoman DeDomenico-Payne ROLL CALL

ADDITION/DELETION OF ITEMS FROM THE AGENDA – *Councilwoman Morris moved seconded by Vice Mayor Sealock that Council move item 11A "Resolution Recognizing Skyline High School Wrestling Team as 2023 District and Regional Wrestling Champions" to #6 on the agenda.*

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

RECOGNITIONS/AWARDS/REPORTS – Town Manager Joe Waltz recognized Department of Energy Services Manager of Administration Mary Ellen Lynn with the following:

I would like to ask Mary Ellen Lynn to the podium. Tonight, I want to take a moment and recognize a true public servant who stepped up to serve in a leadership role. Ms. Lynn assumed the duties of Director of Energy Services on an interim basis last year with the retirement of the Director. At that time, she had no idea that this interim position would last a year while the Town seeked a replacement. Ms. Lynn took on this role with enthusiasm and dedication to promote the continued success of the department. She provided the necessary leadership and direction to support the successful operations our electric system. Her leadership skills were displayed on various levels from direct supervision to talking with citizens about concerns or issues. While this interim position lasted longer than expected, she never stopped moving us forward with all projects. This dedication and effort is at the core of our purpose to serve our citizens and needs to be recognized. On behalf of the Town, I want to thank you for all you did and continue to do!

Mrs. Lynn voiced appreciation for the recognition and noted that it was not only a crazy year for Energy Services but that she worked with an amazing team at Energy Services.

PUBLIC HEARINGS

Special Use Permit for a Ground Floor Dwelling Unit at 437 S. Royal Avenue – Barbara Samuels

Mayor Cockrell opened the public hearing. Since there were no speakers, the public hearing was closed.

Councilwoman Morris moved seconded by Councilman Rappaport that Council approve a Special Use Permit submitted by Barbara Samuels for a ground floor dwelling unit at 437 S. Royal Avenue (tax map 20A7-3-10) upon the following conditions: 1. This special use permit is only authorized for one (1) ground floor dwelling unit to be located at 437 S. Royal Avenue; 2. The existing parking lot shall be striped to provide the appropriate number of parking spaces prior to issuance of final zoning compliance; 3. Staff shall inspect the property prior to the issuance of final zoning compliance to ensure the construction activities are limited to one ground floor dwelling unit; 4. Upon inspection of the property, if it is found that the property is not in compliance with local regulations, including but not limited to, the conditions of this special use permit, the Town may revoke this special use permit after notice to the applicant and public hearing.

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

PUBLIC COMMENTS (COMMENTS NOT RELATED TO PUBLIC HEARINGS)

John Lundberg, 203 Peach Tree Court, voiced concern on the development proposed along Shenandoah Shores Road explaining that citizens are landlocked when a train blocks the intersection of Shenandoah Shores Road and Happy Creek Road creating a dangerous situation for those individuals who need immediate help. He encouraged Council to not approve the rezoning for the proposal unless an east/west connector road is constructed.

Connie Marshner, 804 Rodney Avenue, commended the Town and County governments for taking steps to correct the situation alluded by Mr. Lundberg. She voiced concern over public health and safety when the train blocks the intersection at Shenandoah Shores Road and Happy Creek Road. She noted that the most recent Ohio train tragedy increases those concerns. As a member of the Front Royal Planning Commission, she understood that the issue in this area had been around for approximately 30 years with no concrete steps moving forward. Ms. Marshner reminded Council of the most recent creation of a Transportation Subcommittee and voiced gratification that there is action being taken and once again thanked Council for their effort.

Glenn Wood, 1269 Kesler Road, noted that the proposed development mentioned by Ms. Marshner would impact Shenandoah Shores Road and that his top concern was for the safety and health of those who live in that area. He noted that the Inland Port was using more trains than before making the problem worse. He concluded that the issue was not the Town's alone and encouraged the Town, County, Warren County Economic Development Authority, Inland Port and the Virginia Department of Transportation to work together.

Wade Holloway, 117 W. 12th Street, advised that he and his family had been maintaining the alley [#11C on agenda] in question for 30 years and now making the effort to purchase it. He questioned why the opposition and why the viewing committee was not a non-bias group of individuals.

Stephanie Holloway, 117 W. 12th Street, reiterated that her in-laws had taken care of the alley [#11C on agenda] for many years with compliments on the results of their hard work. She noted that the alley cannot be used by fire and rescue due to its condition and advised that the church [Front Royal Church of Brethren] could purchase half of it if they so choose. She questioned why they were not notified of tonight's meeting and why all the opposition.

Scott Turnmeyer, 16 Camp David Court, advised that he was a small business owner and native of Warren County as well as a member of Discover Front Royal Board. He voiced concern that he was not asked about what he thought about tonight's decision to terminate the April 2022 agreement with Warren County. He encouraged Council to keep the agreement as is.

Dave Airhart, 848 W. 13th Street, reminded Council that the church [Front Royal Church of Brethren] used the alley [#11C on agenda] as an emergency exit not an entrance and that it was not used all the time. He agreed that the Holloways maintained the alley a lot, but the church paid someone to mow for them and they would mow the alley when needed.

Wayne Woodward, 120 W. 13th Street, agreed that the Holloways did most of the mowing in the alley [#11C on agenda] and opined that the alley was needed.

Melvin Baugher, 30 W. 15th Street, read the Viewers Report [included in the agenda] and noted that he built a garage in 1998 and it opened up to an alley that he did not vacate. He questioned why the vacation was being considered if it was usable for the church [Front Royal Church of Brethren] and the Holloways.

Delores Oates, 170 Douglas Drive, advised Council that tourism was very important to her and that any decision made tonight would impact the community. She advised that tourism was the #1 industry in Warren County and proceeded with a background of how the joint effort began. She explained about the American Rescue Plan Act (ARPA) funds to be used for tourism and how they must be spent by 2024. She encouraged Council to extend the agreement one year.

Bob Skillman, 315 Blue Ridge Avenue, reminded Council of the Viewing Committee's report and a brief history of the mowing in the alley (#11C on the agenda).

Bill Holloway, 1202 Virginia Avenue, advised that he would like to have the alley (#11C on the agenda) so he could asphalt it to alleviate the mowing and weed eating.

Christina Colton, 1130 Happy Ridge Drive, explained that she had grown up on the McKay Property and that it had been vacant since 2004 and her family would consider purchasing the property.

Lee Keeler, 2194 Brucetown Road, Clearbrook, VA advised that he was hired seven years to mow for the church [Front Royal Church of Brethren] and the alley [#11C on the agenda] when needed. He reminded Council that during a fire, individuals are to be so many feet away from the burning building.

Tom Sayre, 835 Shenandoah Shores Road, complimented and thanked Mr. Waltz on taking care of an issue in front of the Front Royal Pregnancy Center on S. Royal Avenue. He complimented Director of Planning Lauren Kopishke for a good job she was doing. He advised that he is the owner of property proposed for development off Shenandoah Shores Road and expressed a desire to have a nice road similar to Leach Run Parkway as the east west connector road. He noted that the train near his property runs nine times a day and the intersection was last blocked in May 2022.

Chris Holloway, 240 Virginia Avenue, advised Council that his parents have lived in their residence since 1968 and the alley (#11C on agenda) had never been used. He noted that it was a path for motorcycles and minibikes and reiterated that his family had been maintaining it for 40 years.

Mayor Cockrell closed the public comment period.

REPORTS

A. Town Manager Report – Mr. Waltz stated that the Pride in Performance Program would be beginning by stating the following: *I want to discuss our most valuable asset, our employees. The one constant I have observed over the past 90 days is the desire of our employees across all departments to serve our citizens to the highest possible standard. I see this effort and dedication everyday while serving as the Town Manager for Front Royal. While I admit we miss the mark sometimes, it's our desire to learn, improve, and exceed your expectations as we serve you, the citizens. Therefore tonight, I am relaunching the employee recognition program, Pride in Performance, to recognize and encourage superior employee performance and engagement as they serve you. I now officially invite all citizens to give us the feedback we need to continue providing the service you expect. So, when an employee exceeds your expectations, please let me know in writing if possible. We do have the program specifics of Pride in Performance on the website with a form to capture the information we need so we can identify the employees. You can also send an email to me with the specifics. We are all here to serve you, and we don't want to lose that focus as we perform our duties. Our mission is to continue to improve the quality of life every day for everyone.*

Mayor Cockrell confirmed how the Viewing Committee for the previously mentioned alley vacation was selected.

B. Town Council Reports –
Councilman Rappaport suggested an item on an upcoming work session regarding the speeding in the community.

Councilman Ingram advised that he was a member of the recently created Transportation Subcommittee and gave a brief overview of their last meeting, noting that he was tasked with contacting the railroad. The next meeting is scheduled for March 1st at 4:00pm.

Councilwoman Morris, as a member of the Transportation Subcommittee, reiterated what Councilman Ingram said. She noted that tourism was important to preserve history and keep taxes low, noting it was an “ongoing painful decision” being responsible for tax dollars. She questioned the information regarding the Viewing Committee being unbiased.

Vice Mayor Sealock advised that he attended the Northern Shenandoah Valley Regional Commission (NSVRC) meeting and was made aware of programs the Town was not using.

Councilman Rogers voiced concern over the issue with Shenandoah Shores Road and the significant train interruptions being stuck 10-15 minutes at a time. He noted that there was a significant vote coming up tonight on whether to continue or terminate the current agreement with Warren County stating that he was not confident on the best way to move forward but hoped to work closely with the board on an instrument we all can live with.

Councilwoman DeDomenico-Payne voiced how inspiring it was to see so many in attendance tonight and advised that she will examine information, listen, and make a decision on all items coming before her. She cautioned that whatever the vote was tonight on any item that everyone can regroup, and something better could come along to move forward. She voiced appreciation to the Anti-Litter Council for their clean-up efforts around the former Joe’s Steak House on S. Royal Avenue. She concluded by encouraging the public to email her with any information they believe would help her in her decisions.

C. Mayor Report –
Mayor Cockrell welcomed new Councilwoman Melissa DeDemonico-Payne and her willingness to serve. She gave a shout out to Town Public Works employees Tim McCoy and Ralph Smith for their assistance to her and her family. She advised of the Shenandoah Rail Trail Project Meeting scheduled for March 23 at 7:00pm at Samuels Public Library. She advised that she would be attending the Warren County Drug Court Meeting this week. She noted that she attended the Economic Development Marketing Event at Inland Port last week.

CONSENT AGENDA ITEMS

A. Bid for Thermoplastic Pavement Markings
Council approved/awarded a bid to Alpha Space Control LLC for thermoplastics eradication and application, curb painting and street line painting in the amount of $155,375.00.

B. Purchase of Rugged Terrain Vehicle (RTV) for Wastewater Treatment Plant
Council approved the purchase of a new RTV vehicle for the Wastewater Treatment Plant through Sourcewell (cooperative contracting) in the amount of $22,182.70.

C. Biosolids Container Rental and Disposal Service
Council approved a bid for Republic Services of Winchester, VA for a biosolids container rental and disposal service at the following rates:

- *$457.30 / haul / container*
- *$139.25 / month / container rental of 20 cuyd roll-offs*
- *$60.00 / ton disposal at Page County, VA landfill*

D. GRIP Grant Opportunity through American Municipal Power (AMP)
Council approved an official Letter of Commitment to the American Municipal Power LLC (AMP) showing full commitment to participation in the Smart Grid: Using Edge Computing to Build Grid Resiliency Project, Grid Resilience and Innovation Partnerships (GRIP) funding opportunity through the Department of Energy.

E. Local Board of Building Code Appeals Bylaws
Council approved the Local Board of Building Code Appeals (LBBCA) Bylaws as presented.

F. Refer to the Planning Commission a Text Amendment to the Town Code Chapter 175-137 Schedule of Fees to Add LBBCA Application Fee
Council referred to the Planning Commission a text amendment to Town Code Chapter 175-137 Schedule of Fees to add a Local Board of Building Code Appeals (LBBCA) application fee of $400.00 and bring a recommendation back to Council.

Councilwoman Morris moved, seconded by Vice Mayor Sealock to approve the consent agenda as presented.

Vote: Yes –Councilmembers DeDomencio-Payne, Ingram, Morris, Rapport, Rogers and Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

BUSINESS ITEMS –
~~A. Resolution Recognizing Skyline High School Wrestling Team as 2023 District and Regional Wrestling Champions~~ MOVED TO #6 ON THE AGENDA

B. Waiver of Curb and Gutter Requirement at 219 Orchard Street for Habitat for Humanity
Councilman Ingram moved second by Councilman Rogers that Council waive the curb and gutter requirements for 219 Orchard Street as allowed by Town Code Chapter 148-850.C. and D.

Councilman Rappaport disclosed that he was a neighbor of the applicant as the property abuts an alley that is directly behind his residence, but he did not have a conflict of interest and would be voting tonight. He advised that he was a proponent of curb and gutter since it gives direction for the water to flow. He also advised that he was a proponent of Habitat for Humanity. He confirmed that the best practice for stormwater management for Orchard Street was for the entire street to have curb and gutter.

Councilwoman Morris advised that she too was a proponent of curb and gutter but in this case, it would only be spot curb and gutter causing water intrusion onto the neighbor's property.

Councilman Rappaport explained how the stormwater system worked with polluted water going down the system and suggested the Town look at the Municipal Separate Storm Sewer (MS4) System.

Councilwoman Morris admitted that the rainwater/stormwater runoff was an issue but reiterated the water intrusion to the neighbor's property, noting it was not the time to add curb and gutter to Orchard Street. She also noted the Landscaping Plan that would assist with the water. Planning Director Lauren Kopishke confirmed that final compliance included the Landscaping Plan.

Mayor Cockrell suggested that curb and gutter could be part of the Vision/Goals for Council's Retreat.

Vote: Yes –Councilmembers DeDomencio-Payne, Ingram, Morris, Rapport, Rogers and Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

C. Request for Vacation of a Portion of Public Alley Located Adjacent to 1202 Virginia Avenue and 111 & 117 W. 12th Street – Mr. & Mrs. Wade Holloway and Mr. & Mrs. William Holloway

Councilman Rappaport moved seconded by Councilman Rogers that Council deny the request from Mr. & Mrs. William Holloway and Mr. & Mrs. Wade Holloway for the Town to vacate a portion of a public alleyway located adjacent to 1202 Virginia Avenue and 111 & 117 W. 12th Street.

Councilwoman Morris reminded Council that as part of the vacation process an alleyway could be purchased by anyone not just the applicant. She advised that typically alleyway vacations were not denied, and the Viewing Committee was for assistance.

Councilman Rappaport quoted something said by his mother "share and share alike".

Vote: Yes –Councilmembers DeDomencio-Payne, Ingram, Morris, Rapport, and Rogers
No – N/A
Absent – N/A
Abstain – Vice Mayor Sealock ROLL CALL

D. Disengagement with the County Regarding the Commitment to Tourism Expenditures, to Fund the Budget of and Donate a Lease of Town Property to "Discover Front Royal" by Terminating the Front Royal-Warren County Joint Tourism Agreement Dated April 6, 2022.

Councilwoman Morris moved seconded by Councilman Ingram that Council terminate the Front Royal-Warren County Joint Tourism Agreement dated April 6, 2022 per terms of Section V of the said Agreement and effective upon approval.

Vice Mayor Sealock noted that after reviewing the agreement he did not agree with it. He advised that he wanted the Visitor Center and merchandise back under the Town's authority.

Councilman Ingram noted that the agreement was outdated and suggested starting from scratch with Warren County. He suggested that the Town and Warren County each have their own agreements with Discover Front Royal because of different financial benefits including the fact that Discover Front Royal just recently became 501(C)(6) status. He noted that the current agreement was too convoluted and expressed the need to do better.

Councilman Rappaport complimented the Discover Front Royal for their website. He noted various places in our community such as the George Washington National Park, Skyline Drive and Shenandoah River. He opined that it was better to always think ahead and there was no contingency plan in place.

Councilwoman Morris voiced concern over the March 1st deadline to terminate and turned it over to the Mayor to continue.

Councilwoman DeDomenico-Payne advised that she had talked with a few individuals and believed that there is a way forward no matter what happens tonight.

Mayor Cockrell stated the following: *Before there is a vote taken tonight on this action item, I want to make sure that everyone is very clear what this action item means. This item is only in regard to the MOA that the town entered into with the county on April 6, 2022. This action item determines if the town wishes to continue all of the conditions that are stated in the MOA of April 6, 2022. The reason this item is on the agenda tonight is because the town has until March 1st to terminate if they so choose or the MOA and its conditions will be in effect until July 1 2024. Two of the major conditions of the MOA center around funding expenditures and the Visitor's Center. If this council decides that there are areas of concern in the April 2022 MOA, they can decide to negotiate a new MOA with the county that addresses this council's input and concerns. This action item, if there is an affirmative vote to terminate the April 2022 MOA, does not prevent the town from entering into a new MOA with the county or Discover Front Royal. I think that there may be some confusion as to the intent of the action item for 11D so I want to make sure that all those present or watching or reading about it in the paper or online understand what this action item does NOT mean. One of the many concerns of the previous council in deciding to agree to the April 2022 MOA was to not tie a future council to any financial obligations or other conditions. Therefore, this council should decide for themselves what conditions they would feel comfortable with in an MOA. This council has to ask themselves, is what we are doing working? Is it beneficial to the town citizens and our community? If it's not working, what should be changed in order to improve it? If it is working, then what are the next steps to move forward with tourism? The April 2022 MOA was discussed and debated and negotiated for months. In the end, it was decided that the town would move forward and evaluate the situation in the future, specifically conditions such as giving up the oversight of the visitor's center and the employees, as well as a funding formula since the town is not required by state code to allocate specific funds to tourism expenditures. In other words, the town has more flexibility in determining how to spend their tourism dollars. Regardless of the outcome of the vote this evening, it is my hope that the town will continue to collaborate with the county and Discover Front Royal.*

Vote: Yes –Councilmembers DeDomencio-Payne, Ingram, Rogers and Vice Mayor Sealock
No – Councilmembers Morris and Rappaport
Absent – N/A
Abstain – N/A ROLL CALL

Closed Meeting

Councilwoman Morris moved seconded by Councilman Rogers that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purposes:

1) *pursuant to Section 2.2-3711(A)(7) of the Code of Virginia, for consultation with legal counsel and briefings by staff members or consultants pertaining to actual litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, specifically, Town of Front Royal v. Warren County EDA, et al., and,*

2) *pursuant to §2.2-3711(A)(1) of the Code of Virginia, 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, appointments to fill vacancies on Town Council.*

3) *pursuant to §2.2-3711(A)(8) of the Code of Virginia, for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, specifically, the Front Royal EDA.*

Vote: Yes –Councilmembers DeDomencio-Payne, Ingram, Morris, Rapport, Rogers and Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

Councilwoman DeDomenico-Payne 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 –Councilmembers DeDomencio-Payne, Ingram, Morris, Rapport, Rogers and Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

Meeting adjourned at 10:30pm.

Approved by Town Council
Date: _____________

TOWN COUNCIL SPECIAL WORK SESSION MINUTES

Monday, March 6, 2023

Town Hall Conference Room

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

This meeting may be viewed in its entirety by accessing the video of the same date online via the Town's website at www.frontroyalva.com.

ROLL CALL BY CLERK OF COUNCIL

PRESENT: Mayor Lori A. Cockrell
Councilwoman Melissa DeDomenico-Payne
Councilman Joshua L. Ingram
Councilwoman Amber F. Morris
Councilman H. Bruce Rappaport
Councilman Duane R. "Skip" Rogers
Vice Mayor R. Wayne Sealock

OTHERS PRESENT: Clerk of Council Tina L. Presley
Town Manager Joseph E. Waltz
Town Attorney George M. Sonnett, Jr.
Various member of Staff

Mayor Cockrell welcomed Director of Information Technology Charles Hutchings

PRESENTATION: AVTEX CONSERVANCY TRAIL PLAN BY WARREN COUNTY DIRECTOR OF ECONOIC DEVELOPMENT – Jorie Martin and Scott Jenkins of the Warren County Economic Development Authority gave a brief overview of the Avtex Conservancy Strategic Plan. She explained that this presentation was first given to the Board of Supervisors as they were the ones who would take over the transfer of the property since it would be maintained by the Parks and Recreation Department. She gave a brief history of the Avtex Fiber's Manufacturing Plant. The presentation included an explanation of the following: covenants & restrictions of the 240-acre site; the 2000 Conservancy Master Plan; the stakeholders of the Master Plan, ARPA (American Rescue Plan Act) funds of $92,000 to be used for the site noting a deadline of 12/31/23 to use the funds; benefits of businesses locating next to this site (community green space) and gave examples of such use; and proposed timeline of the project.

Mayor Cockrell reminded Council that there was no financial commitment from the Town. There were various questions from Council, and it was confirmed that no motorized vehicles would be allowed on the property unless they were for emergency purposes. Warren County Director of Economic Development Joe Petty confirmed that the trails were the existing gravel road width currently on the site and that the trail along the river was a mulch path. He noted that there would be a security fence installed to deter anyone from entering the site unauthorized. Mr. Jenkins advised that part of the plan was to install information booths that would have a history of the property including the cleanup. Mr. Petty ensured the Council that grants would continue to be researched for use on the property and that FMC oversees the property. Mr. Jenkins advised that the $92,000 ARPA funds was enough to get started on the site. There was concern whether the Warren County Parks and Recreation could maintain another park. Mr. Jenkins and Mr. Petty advised that the Board of Supervisors was enthusiastic and supportive noting health and safety were everyone's number one priority.

FLEET MAINTENANCE BUILDING PROJECT PROCUREMENT AWARD, FINANCING, & BUDGET AMENDMENT – Director of Finance BJ Wilson gave an overview of the Fleet Maintenance Building Project with Lantz Construction being the lowest bid. He expressed to Council that the rates for the financing were lower than expected and that the Town had been budgeting for this project the last few years. He went over the fees and contingency and the process to approve the procurement, budget amendment and financing.

Mayor Cockrell advised that this has been on Council's "radar" for a while and would save the Town money when completed.

Councilman Ingram confirmed that it would take approximately 450 days to build and questioned the change orders. Town Manager Joe Waltz advised that Lantz Construction built the Electric Department and there were not many during that time.

Councilman Rappaport questioned the disparity in bid amounts. Mr. Wilson advised that he had a recommendation from the engineer for Lantz.

Councilwoman Morris voiced excitement about the project and hoped it would help retain employees.

Vice Mayor Sealock confirmed that everything would fit inside the new building and that it would be climate control.

Council agreed to advertise for a public hearing.

FUTURE DIRECTION OF TOURISM – Community Development and Tourism Manager Lizi Lewis gave a brief overview of the current "happenings" at the Visitor Center that included: new staff that began last week and received training; updated logistical items for staff; high back chairs for staff; replaced some literature; updating signage, reviewing placing inventory back on shelves for sale. She expressed hope to re-engage the volunteers [aka as Ambassadors] and the trail hikers with various items and projects. She noted getting back to community basics by opening seven days a week by the end of the month and eventually being open 9:00am – 5:00pm.

Mayor Cockrell opened the discussion to Council and gave each one an opportunity to discuss what they see for tourism.

Councilman Rogers acknowledged his mistake in his vote last Monday night and expressed hope that Council could salvage their relationship with Discover Front Royal. He noted that he had discussed issues with Chairman Kerry Barnhart who intended to resign on Tuesday [next day] and that Discover Front Royal would be dissolving. He urged Council to protect the value of the hard work of the Board and re-engage with the County to re-establish funding.

Councilman Rappaport thanked Ms. Lewis on her presentation. He noted that tourism was bigger than just the Visitor Center and that it required specialization and collaboration between Town and Warren County. He urged Council to find a way to work together. He suggested a Tourism Director professional to be funded between the two entities.

Councilwoman DeDomenico-Payne suggested starting with basics and for Discover Front Royal to continue with their professional skills and make the agreement a better structure and vision.

Councilwoman Morris questioned the American Rescue Plan Act (ARPA) funds that was mentioned at the February 27th meeting. She admitted that she had issues with the agreement and that there was a lack of vision and no other plan from Council Monday night when agreement was terminated. She referenced the little "t" and the big "T", and that tourism was a bigger job than what local government can handle. She voiced concern holding future boards accountable and the redundancy in advertising for both entities. She suggested that Council work effectively with someone who had knowledge and skills. She urged Council to move forward and remedy the situation quickly.

Councilman Ingram suggested a better agreement with the County and reminded Council that this was not a "turndown" for Discover Front Royal. He urged Council to leave the meeting tonight with direction for staff to continue.

Vice Mayor Sealock admitted that he made a wrong vote on Monday night due to not having enough information but stressed the Visitor Center should be under control of the Town because it was owned by the Town. He suggested working with Warren County to keep Discover Front Royal.

Mayor Cockrell reiterated that Council did not have enough information at the last meeting and there were levels they did not understand. She confirmed with Council that the direction for staff was to review and work on a new agreement with the County and Discover Front Royal.

ITEMS SLATED FOR PUBLIC HEARING –

Special Use Permit for a Commercial Outdoor Recreation Facility at 1847 N. Royal Avenue – Director of Planning Lauren Kopishke gave a brief overview of the application and showed the proposed site to Council. Council noted that the applicant was passionate about this project and that the area was a Shenandoah Rail Trail head. Councilman Rappaport voiced concern of the traffic at 14th Street and N. Royal Avenue. Council agreed to a public hearing on March 27, 2023.

Ordinance Amendment to Chapter 4 of Town Code to Add an Additional Work Session – There was no discussion on this item and Council agreed to a public hearing on March 27, 2023.

DISCUSSION OF FUTURE USE OF THE TOWN-OWNED CABOOSE – Town Manager Joe Waltz advised Council that he walked through the caboose recently and noted that it needed a lot of work, but it was possible to utilize. There was some discussion on community involvement such as an eagle scout project especially the ADA compliance with a ramp. Council agreed to move forward and directed Mr. Waltz to place on a future work session within 60 days.

LIAISON COMMITTEE POLICY AMENDMENTS – Town Attorney George Sonnett advised Council that revising the policy to include both boards (Council and Board of Supervisors) would change the definition from a committee to a meeting that would include agenda, minutes, quorum, etc. It was agreed to have Clerk of Council send this information to Vicky Cooke, Chairman of the Board of Supervisors to place on the next Liaison Committee Agenda for further discussion.

OPEN DISCUSSION – Councilwoman Morris gave an update on the Transportation Subcommittee that she attended. She noted that Ms Kopishke and the Deputy Administrator Taryn Logan would be working together on a Virginia Department of Transportation (VDOT) free report together. She noted that the subcommittee was working on short- and long-term goals as well as addressing health and safety concerns in the Happy Creek Road/Shenandoah Shores Road area. Councilman Rogers questioned whether there was a fire department on the north side of the railroad tracks. It was noted that there was and a permanent rotating EMT (Emergency Medical Technician) that could treat individuals but could not get them to the hospital when a train has blocked the roads.

Town Manager Joe Waltz reminded Council of their retreat on March 15, 2023 at the Police Department Community Room beginning at 4:00pm with dinner.

CLOSED MEETING

Councilwoman Morris moved seconded by Councilman Rogers that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purpose: pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, for 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, 1) proposed proffer amendments for Anna Swan Estates (HEPTAD LLC), 2) proposed proffer statement for Sayre (NVR, Inc.) rezoning.

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

Motion to Certify Closed Meeting at its Conclusion

Councilman Ingram moved seconded by Councilwoman Morris moved 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 – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

Adjourned at 9:25pm

Approved by Town Council

Date: --------------------------

TOWN COUNCIL SPECIAL WORK SESSION MINUTES

Monday, March 13, 2023

Town Hall Conference Room

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

This meeting may be viewed in its entirety by accessing the video of the same date online via the Town's website at www.frontroyalva.com.

Councilwoman Morris seconded by Vice Mayor Wayne Sealock that Council appoint [Town Manager] Joe Waltz as Clerk pro tempore for tonight's meeting [March 13, 2023.]

Vote: Unanimous

ROLL CALL BY TOWN MANAGER

PRESENT: Mayor Lori A. Cockrell
Councilwoman Melissa DeDomenico-Payne
Councilman Joshua L. Ingram
Councilwoman Amber F. Morris
Councilman H. Bruce Rappaport
Councilman Duane R. "Skip" Rogers
Vice Mayor R. Wayne Sealock

OTHERS PRESENT: Town Manager Joseph E. Waltz
Town Attorney George M. Sonnett, Jr.
Various member of Staff

ABSENT: Clerk of Council Tina L. Presley

ADDITION TO THE AGENDA: *Councilwoman Morris moved seconded by Vice Mayor Sealock to move #4 "Staff Retreat Preparation" to #5 and #5 "Open Discussion" to #6 AND add #4 "The Discussion and Consideration of a Text Amendment Change for Dynamic Life [Praise and Worship Center] for a proposed burial ground onsite [1600 John Marshall Highway] "*

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A

ROLL CALL by Mayor Cockrell add item to the agenda as #5

FISCAL YEAR 2023-2024 PROPOSED BUDGET PRESENTATION – Finance Director BJ Wilson gave an overview of the FY2023-2024 Budget. Councilman Rappaport asked for clarification on the 1% COLA and the 1.7% increase in health insurance. Mr. Wilson explained how this was achieved between the Compensation Study and average merits, noting that inflation was 6%. He confirmed that the Town's insurance was Local Choice and that Council in the future could discuss other alternatives if they desired. There was much discussion surrounding various events and whether they should fall under Tourism. Vice Mayor Sealock suggested increasing the budget amount for National Night Out. Councilwoman DeDomenico-Payne confirmed that there were "behind the scenes" expenses such as clean up, staff presence (police, public works, energy services, etc.) at the events.

Mayor Cockrell gave an overview of the trolley funds and whether they should be placed under Tourism. She explained about the Economic Development Access Grant that the Town will more than likely have to pay back.

Councilwoman questioned grants for body worn camera. Chief Magalis advised that the grant in question came after the cameras were purchased.

Mr. Wilson advised that he will be coming back to Council in May for approval of a budget amendment for paving. Mayor Cockrell explained about the funding dilemma involving the 8th Street Bridge.

Council questioned what happened to the vehicles that reached over 100,000 miles. Mr. Wilson explained that they were put out for auction or used as extra vehicles for staff and the revenue placed in different line items. Council gave a shout out to the Town employees who take care of the Town vehicles, so they last longer.

Mr. Wilson explained that once the tax rate was advertised Council only has the ability to decrease what was advertised not increase.

Mayor Cockrell thanked Mr. Wilson, staff, and department heads for all their hard work on the budget and encouraged Council to contact Mr. Wilson with any questions regarding the budget.

ITEMS SLATED FOR THE CONSENT AGENDA AT THE MARCH 27TH REGUALR MEETING – Finance Director BJ Wilson gave an overview of A – D.

A. Riverton Pump Station Engineering – No discussion by Council
B. Professional Annual Auditing Services – Councilwoman DeDomenico-Payne questioned the additional programs listed for an additional charge. Mr. Wilson explained that if extra federal monies were received, they would be able to do the extra work which is considered special auditing.
C. Various Single-Phase Pad-Mounted Transformers – No discussion by Council
D. Three-Phase Pad-Mounted Transformers – No discussion by Council
E. Resolution Approving Town's Participation in Proposed Settlement of Opioid-Related Claims Against Pharmaceutical Manufacturers and Distributors with Settlement Funds to be Used to Help Remediate Damages Caused by the Opioid Epidemic – Town Attorney George Sonnett gave an overview and explanation of this item noting that the Town does not get the money directly but was sent to Warren County for distribution. Lori gave a brief explanation of how this was started in 2021, noting the funds could not be for something already appropriated. She also noted that no towns in the Commonwealth will be receiving monies only counties and cities.
F. Proclamation for Front Royal Karate Club 50th Anniversary Celebration – Mayor Cockrell asked for this item to be placed on the agenda since the celebration is on April 7, 2023. Council agreed to add to the March 27th Regular Meeting.

Addition to Agenda - "The Discussion and Consideration of a Text Amendment Change for Dynamic Life [Praise and Worship Center] for a proposed burial ground onsite [1600 John Marshall Highway] " Councilwoman Morris advised that she requested this item be added to the agenda due to it being a time sensitive manner, noting that language needed to be added to the Town Code. Director of Planning Lauren

Kopishke distributed a copy of the where the text amendments in the Town Code would occur. She noted this item would be scheduled to go to the Planning Commission first. She explained the advertising process for the public hearings required for both Planning Commission and Town Council. Councilman Ingram questioned and Ms Kopishke confirmed the definition of cemeteries and burial grounds. Ms Morris opined that approval of this request would have minimal impact to the community and that it was common for churches to have cemeteries onsite noting that water and sewer services were not needed.

There was much discussion about setbacks, how the neighbors would be affected and what the state code allowed. Ms. Kopishke advised that there were no performance standards in Town Code. Town Attorney George Sonnett read from Virginia State Code §57-26. Council asked that this item be added to the Planning Commission agenda and continue the process with Town Council. There was continued discussion about the timing of the advertisements and public hearings of both entities. Council agreed to dual advertising. Mr. Sonnett advised that cemeteries are only allowed in agriculture zoned areas. It was confirmed that if a text amendment was approved cemeteries would be allowed in R-3 zones.

STAFF RETREAT PREPARATION – Director of Public Works Robbie Boyer gave a presentation on various Public Works projects and distributed a handout. He went over the following projects: Riverton Pump Station, Influent Pump Station Upgrade at the Waste Water Treatment Plant, I & I Sanitary Sewer Repairs Project, I & I Manhole Rehabilitation Project, Pressure Reducing Vault (PRV) Replacements, Waterline Upgrades on various streets, Redundant Water Line Project, Virginia Department of Transportation (VDOT) Projects [N. Shenandoah Avenue Lighting, E. 8th Street Bridge Replacement, South Street Road Safety Improvements, E. Prospect Bridge Repairs & Deck Replacement, Happy Creek Road Phase 2]. Mr. Boyer then went over all districts and the breakdown of funding in each district. He concluded with the Primary and Secondary Paving Projects. There was much discussion about VDOT funding of streets specifically Smart Scale and 50/50 Revenue Sharing, noting that safety was the biggest factor in being approved for funding.

Director of Planning Lauren Kopishke gave an update on the Comprehensive Plan [Plan] by using the Implementation Matrix. She reminded Council that the Plan was a guiding document and gave a brief history of the Plan as well as a timeline on how the Plan came together along with the focus in the different areas of the Plan including: Small-Town Character, High-Quality Development, Tourism, Economic Sustainability, Transportation, Responsive & Accountable Governance, Reliable Utilities & Services, Public Health & Safety, Affordable Housing, Environmental Sustainability, and Development Policies. Councilwoman Morris voiced concern over the perception of affordable housing and that transportation was more than just driving around town, it was parking, curbing, ramps, etc. Mayor Cockrell explained the process of the many amendments that have happened over the course of time putting the Plan together.

OPEN DISCUSSION –

Mayor Cockrell reminded everyone of the retreat and for Council to get their questions in. She asked Council for their thoughts on the many Vape Shops in Town. There was much discussion on this issue with various ways the Town could assist by amending the Town Code with specific restrictions. Director of Planning Lauren Kopishke gave an explanation on the many shops currently in Town and noted that they were selling a product and the Town could not discriminate. She explained about the sign and flashing light restrictions that her department has control over through code enforcement.

It was confirmed that there was no cigarette tax in Town; however, the shops pay 35% in sales tax. It was noted that there were (13) currently in Town with (7) on South Street. The various restrictions that were suggested included: strengthen tobacco license, review license fees, reduce underage sale to youth, restrict density, establish a cap of new ones based on population, policy for license revocation, restrict locating near schools, restrict the sale of drug paraphernalia, restrict hours of operation, tighten zoning regulations.

Mayor Cockrell noted that she wanted the public to be aware what powers Council had when it came to the establishment of vape shops. Council questioned at what point the Town regulated businesses. Councilwoman DeDomenico-Payne questioned whether the businesses could be tied to the Comprehensive Plan. It was agreed to move the continued discussion of vape shops to a work session.

Councilman Rappaport questioned maintenance of an alley. Mayor Cockrell advised that she had placed the maintenance of alleys and rights of ways to a future work session. Mr. Rappaport asked that a Resolution be added to the March 27th agenda to recognize the Skyline High School Hawks Boys Varsity Basketball Team on their successful season. Council agreed to place on March 27th agenda. Town Attorney George Sonnett explained the difference between a proclamation and a resolution noting that moving forward with a proclamation was better to use for recognitions.

Councilman Rogers recognized Town Manager Joe Waltz for pulling information together quickly regarding the agreements with Downtown Front Royal and Warren County. He suggested inviting the Downtown Front Royal Board and their new Director to a work session to discuss tourism.

Councilwoman Morris suggested that staff look at allowing access to a cemetery on Guard Hill Road that was mentioned to her as being on Town Property. She explained that the family wanted to clean and preserve it, but a gate blocked access. Mr. Waltz voiced concern of security but will investigate.

Adjourned at 9:22pm

Approved by Town Council

Date: ---------------------------

TOWN COUNCIL SPECIAL WORK SESSION MINUTES

Monday, March 22, 2023

Town Hall Conference Room

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

This meeting may be viewed in its entirety by accessing the video of the same date online via the Town's website at www.frontroyalva.com.

ROLL CALL BY CLERK OF COUNCIL

PRESENT: Mayor Lori A. Cockrell
Councilwoman Melissa DeDomenico-Payne
Councilman Joshua L. Ingram
Councilman H. Bruce Rappaport
Councilman Duane R. "Skip" Rogers
Vice Mayor R. Wayne Sealock

OTHERS PRESENT: Town Manager Joseph E. Waltz
Town Attorney George M. Sonnett, Jr.
Clerk of Council Tina L. Presley
Various member of Staff and Press

ABSENT: Councilwoman Amber F. Morris

Advertisement of 2023 Real Estate and Personal Property Tax Rate - Finance Director BJ Wilson gave an overview and presentation pertaining to the Calendar Year 2023 Real Estate & Personal Property Tax Rates. He advised Council that property reassessment values increased approximately 27.8% and to equalize the rates there is the option to decrease the real estate tax rate from $0.13 to $0.10. Mr. Wilson continued that the preliminary 2023 personal property assessed values decreased approximately 20% due to more new vehicles being manufactured and used vehicle values decreasing. He explained that the personal property tax relief was 46% and was mandated by the state being the same amount since 2005. He recommended that Council equalize the real estate tax rate at $.10. It was confirmed that there would be no tax increase to taxpayers if advertised at equalization rate.

Mayor Cockrell voiced concern of the loss of $64,000 between $0.10 and $0.13. Mr. Wilson advised that supplemental tax bills would make up the difference. She questioned the tax increase in 2011. Mr. Wilson confirmed that there were three projects in 2011 that the real estate tax rate increase was allocated towards.

Councilman Rappaport question funding for the Prospect Street Bridge. Mr. Wilson advised that there was some funding in the budget and staff were researching other funding to expedite the project. He hoped to come back to Council in May to allocate some funding.

Councilman Ingram thanked Mr. Wilson for his hard work. Council agreed to advertise for a public hearing on April 24th for the equalization tax rate.

3. CLOSED MEETING

<u>Motion to go into Closed Meeting</u>

[to be approved by affirmative recorded vote, with motion set forth in detail in the minutes]

Councilman Ingram moved seconded by Vice Mayor Sealock that Town Council convene a closed meeting, pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, for 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, proposed agreement with Discover Front Royal, Inc., related to promotion of the Town's common economic interests and tourism.

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – Councilwoman Morris
Abstain – N/A

ROLL CALL

<u>Motion to Certify Closed Meeting at its Conclusion</u>

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

Councilman Rappaport moved seconded by Councilman Rogers. 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 – Councilmembers DeDomenico-Payne, Ingram, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – Councilwoman Morris
Abstain – N/A

ROLL CALL

Adjourn 8:04pm

Approved by Town Council

Date: --------------------------

Council Agenda Statement

Item # 06

Meeting Date: March 27, 2023

Agenda Item: Proclamation for Front Royal Karate Club 50th Anniversary Celebration

Summary: Council has received a request from Carolyn Drago to recognize the Front Royal Karate Club on April 7, 2023 for celebrating 50 years in business at the same location, 7 Kidd Lane. Council is requested to approve the Proclamation as presented.

Budget/Funding: None

Meetings: Work Session held March 13, 2023

Proposed Motion: I move that Council approve the Proclamation proclaiming April 7, 2023 as the Front Royal Karate Club 50th Anniversary Celebration in the Town of Front Royal as presented.

Moved ___________________ ***Seconded*** ___________________

DeDomenico-Payne ________ ***Ingram*** ________ ***Morris*** ________ ***Rappaport*** ________ ***Rogers*** ________ ***VM Sealock*** ________

PROCLAMATION
FRONT ROYAL KARATE CLUB
50^{TH} ANNIVERSARY CELEBRATION

WHEREAS, the Front Royal Karate Club owned by Sensei Drago will be celebrating its 50^{th} anniversary on April 7, 2023; and

WHEREAS, the dojo has been in the same location [7 Kidd Lane] for the full fifty (50) years, and,

WHEREAS, Sensei Drago is 82 years old and still teaches his own classes and works out with students holding the rank of 8^{th} degree black belt. He has taught over 50,000 juniors and adults; and,

WHEREAS, over the period of fifty years 131 adults have been promoted to black belt from 1^{st} degree to 8^{th} degree with some students still with him since he opened; and,

NOW THEREFORE, the Mayor and Town Council do hereby proclaim that, on Friday, April 7, 2023, the Front Royal Karate Club will celebrate their 50^{th} Anniversary Celebration and encourage the community to celebrate with them.

APPROVED:

____
Lori A. Cockrell, Mayor

ATTEST:

____
Tina L. Presley, Clerk of Council

This proclamation was adopted by the Town Council of the Town of Front Royal, VA on March 27, 2023

Council Agenda Statement

Item # 06

Meeting Date: March 27, 2023

Agenda Item: Proclamation Recognizing the Skyline High School Hawks Boys Varsity Basketball Team

Summary: Councilman Rappaport requested that Town Council recognize the Skyline High School Hawks Boys Varsity Basketball Team for their District and Region Championships and advancing to the state semifinals. Council is requested to approve the proclamation as presented.

Budget/Funding: None

Meetings: Work Session held March 13, 2023

Proposed Motion: I move that Council approve a Proclamation proclaiming the recognition of the Skyline High School Hawks Boys Varsity Basketball Team as presented.

Moved ___________________ ***Seconded*** ___________________

DeDomenico-Payne ________ ***Ingram*** ________ ***Morris*** ________ ***Rappaport*** ________ ***Rogers*** ________ ***VM Sealock*** ________

PROCLAMATION

Recognition of Skyline High School Hawks Boys Varsity Basketball Team

----

WHEREAS, the Skyline High School Hawks Boys Varsity Basketball Team finished the 2022-2023 with a 26-1 record; and,

WHEREAS, the Hawks won the Class 3 Northwestern District Championship, the Region 3B Championship and advanced to the state semifinals; and,

WHEREAS, the Hawks have gone down in history as the most successful program at Skyline High School since its inception in 2007; and,

WHEREAS, the Hawks are coached by Harold Chunn and along with the 2022-2203 team and assistants leave a lasting legacy on this community; and,

NOW THEREFORE BE IT RESOLVED, that the Mayor and the Front Royal Town Council recognize and congratulate the Skyline High School Hawks Boys Varsity Basketball Team for a successful basketball season.

APPROVED:

____
Lori A. Cockrell, Mayor

Attest:

____
Tina L. Presley, Clerk of Council

This proclamation was adopted by the Town Council of the Town of Front Royal, VA on March 27, 2023

Council Agenda Statement

Item #07A

Meeting Date: March 27, 2023

Agenda Item: PUBLIC HEARING - Special Use Permit for a Commercial Outdoor Recreation Facility at 1847 N. Royal Avenue

Summary: Council has received a request from Jeffrey Kelble for a special use permit to allow for a commercial outdoor recreation facility located at 1847 N. Royal Avenue *(tax map 20A3-1-1 & 2)*. The property is zoned A-1, Agriculture and Open Space Preservation District. Outdoor recreation facilities are permitted only by special use permit in the A-1 zone. The property consists of 12 plus acres and is contained within FEMA's "floodway" and the flood zone. Planning Commission has recommended approval with conditions. Proposed uses include the following:

Canoe and Kayak Rentals with Shuttle: rent canoes and kayaks to guests to include shuttling services upriver to Eastham Park, Karo Public Boat Landing or beyond, so guests can paddle back downriver to the North Royal Avenue Location.

Canoe, Kayak and SUP Rentals: During low water levels rent kayaks, canoes and Stand-Up Paddleboards (SUPS) to be launched at the property for guests to explore downstream backwaters to Warren Dam and return to the launch site.

Inner-tube Rentals: The section of river from Eastham Park (Luray Avenue) down to North Royal Avenue is perfect for early summer inner tubing. The development of shorter inner-tubing options for guests who would like a short trip, or when river levels become quite low and slow flowing in the summer requiring access to the river through private property. Discussions with landowners between Luray Avenue and the North Royal Avenue properties have begun.

Camping: Low impact rustic camping and light camper camping would give guests the ability to recreate in and explore Front Royal for several days. The effective peak season for river activity, from which most vehicle trips will be generated, is Memorial Day to Labor Day, about 15 weeks out of the year. Campsites will be at least 30' wide and 1600 square feet as required by code.

Transportation/Parking: During peak river activity days, the capacity to serve about 1000 river users in any one of our various river activities. Guests average about 3 people per vehicle which in Front Royal, would translate into about 333 vehicles entering, and then 333 vehicles exiting, during busiest handful of days per year. Those vehicle trips will be spread out between the hours of 8AM and 7PM. Most of the traffic between 8AM and 12 Noon will be incoming, and it switches over organically to most traffic departing between 2PM and 7PM. The facility will accept online reservations which will space out the number of cars entering and exiting the site throughout the day.

Budget/Funding: N/A

Meetings: Work Session held March 6, 2023

Proposed Motion: I move that Council approve a request from Jeffrey Kelble for a special use permit for a commercial outdoor recreation facility at 1847 N. Royal Avenue *(tax map 20A3-1-1 & 2)* **with the following conditions: 1)The applicant shall comply with all requirements of the Virginia Department of Health and obtain all necessary permits prior to the commencement of the use; 2) the hours of operation for outdoor activities shall be submitted in writing to staff prior to commencement of use per Town Code §175-10.10-D. and 3) that the length of stay be no more that fourteen (14) calendar days at one time excluding caretakers.**

Moved ___________________ Seconded ___________________

DeDomenico-Payne ________ Ingram ________ Morris ________ Rappaport ________ Rogers ________ VM Sealock ________

TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING

STAFF REPORT FOR THE FEBRUARY 15, 2023, PLANNING COMMISSION MEETING

APPLICATION #:	**APPLICANT:**
2300021	Jeffrey Kelble

SUMMARY OF REQUEST:

A request for a Special Use Permit to allow for a commercial outdoor recreation facility located at 1847 N. Royal Avenue. Outdoor recreation facilities are permitted only by Special Use Permit in the A-1 zone.

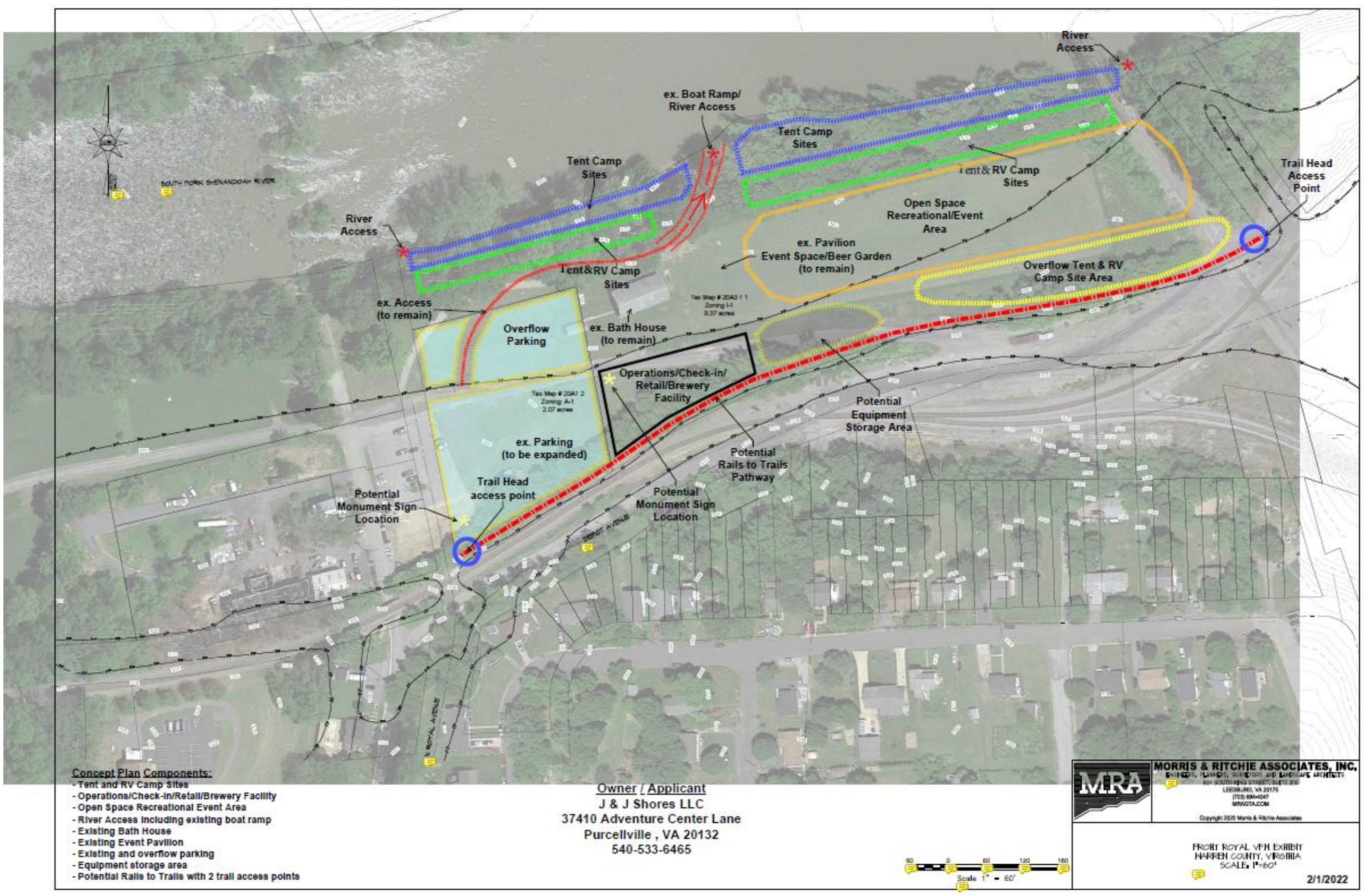
GENERAL INFORMATION:

Site Addresses	1847 N. Royal Avenue
Property Owner(s)	J & J Shores, LLC
Existing Zoning	A-1, Agriculture and Open Space Preservation District
Proposed Use	Outdoor Recreation Facility
Tax Identification	20A3-1-1 & 2
Location	The property is located at 1847 North Royal Avenue and is bordered to the north by the Shenandoah River. The property consists of over 12 acres of floodplain and riparian woodlands with direct access to the river, and proximity to Route 340 and Route 66. The entirety of the property included in this Special Use Permit request is contained within FEMA's "floodway" (about 1/3 of the property) and the flood zone (about 2/3 of the property).

Vicinity Map (Warren County GIS)

Aerial (Warren County GIS)

Site Plan



INFORMATION ON THE APPLICATION:

Project Summary & Staff Recommendation	**The applicant is proposing the following activities:** **Canoe and Kayak Rentals with Shuttle: "**We'd like to rent canoes and kayaks to guests, and include shuttling services upriver to Eastham Park, Karo Public Boat Landing or beyond, so guests can paddle back downriver to the North Royal Avenue Location. " **Canoe, Kayak and SUP Rentals: "**During low water levels we'd also like to rent kayaks, canoes, and Stand-Up Paddleboards (SUPS) to be launched at the property for guests to explore downstream backwaters to Warren Dam and return to the launch site." **Inner-tube Rentals: "**Nothing says hot summer weather like taking a refreshing float down the Shenandoah in an inner-tube. The section of river from Eastham Park (Luray Avenue) down to North Royal Ave is perfect for early summer inner-tubing. The ledges, riffles and light rapids are sure to keep guests entertained as they enjoy a few hours on the river. We'd also like to develop shorter inner-tubing options for guests who would like a short trip, or when river levels become quite low and slow flowing in the summer, and this will require access to the river through private property. We are already in discussions with landowners between Luray Avenue and the North Royal Avenue properties." **Camping: "**Low impact rustic camping and light Camper camping would give guests the ability to recreate in and explore Front Royal for several days. Campers also feed the seasonal recreational business. The effective peak season for river activity, from which most vehicle trips will be generated, is Memorial Day to Labor Day, about 15 weeks out of the year. Campsites will be at least 30' wide and 1600 square feet as required by code." **Transportation/Parking:** "During peak river activity days, considering the size of the property, and parking we would like to have the capacity to serve about 1000 river users in any one of our various river activities. At the Harpers Ferry Adventure Center our surveys showed that guests averaged about 3 people per

	vehicle which in Front Royal, would translate into about 333 vehicles entering, and then 333 vehicles exiting, during our busiest handful of days per year. Those vehicle trips will be spread out between the hours of 8AM and 7PM. Most of the traffic between 8AM and 12 Noon will be incoming, and it switches over organically to most traffic departing between 2PM and 7PM. The facility will accept online reservations which will space out the number of cars entering and exiting the site throughout the day."

STAFF RECOMMENDATION:

Staff recommends approval with the following conditions:

1. The applicant shall, comply with all requirements of the Virginia Department of Health and obtain all necessary permits prior to the commencement of the use.

2. The hours of operation for outdoor activities shall be submitted in writing to staff prior to commencement of use per 175-10.10-D-6.

ATTACHMENTS: A. Application and associated documents from the Applicant
B. Email Communication Between John Ware & the Applicant
C. Email Communication Between Public Works & the Applicant

#2300021

TOWN OF FRONT ROYAL

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
102 EAST MAIN STREET Main: 540.635.4236
P.O. BOX 1560 Fax: 540.631.2727
FRONT ROYAL, VA 2263 www.frontroyalva.com

SPECIAL USE PERMIT REQUEST

FRSPU____________

APPLICANT:

NAME Jeffrey Kelble PHONE (540) 533-6465

ADDRESS 3155 Swift Shoals Road, Boyce, VA 22620

E-MAIL jeff@ashbygapadventures.com

PROPERTY OWNER:

NAME J&J Shores, LLC PHONE (540) 533-6465

ADDRESS 3155 Swift Shoals Road, Boyce, VA 22620

E-MAIL jeff@ashbygapadventures.com

PROPERTY DESCRIPTION

PROPERTY ADDRESS 1847 North Royal Avenue, Front Royal VA 22630

TAX MAP 20 SECTION A3 BLOCK 1 LOT 1 (& 2, See Rezoning 5/13/2013)

SUBDIVISION NAME ____________ ACREAGE 10.66

REQUEST

ZONING DISTRICT A-1

PROPOSED USE OF PROPERTY Commercial outdoor Recreation

SPECIFIC SPECIAL USE PERMIT REQUEST Seasonal recreational facilities for river "livery" use, i.e. innertubing, canoe/kayaking, rafting, boat rental and campground

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

1. Survey/Plat of property showing all **existing** improvements. (**10 copies if larger than 11" X 17"**)
2. Site Plan Application Pd
3. Application Fee of $400.00 **Receipt #** 01001885407 **Date Paid** 1-10-23
4. Additional information as required by the Dept. of Planning & Community Development.

CERTIFICATION

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

Signature [signature] Date 01/10/2023

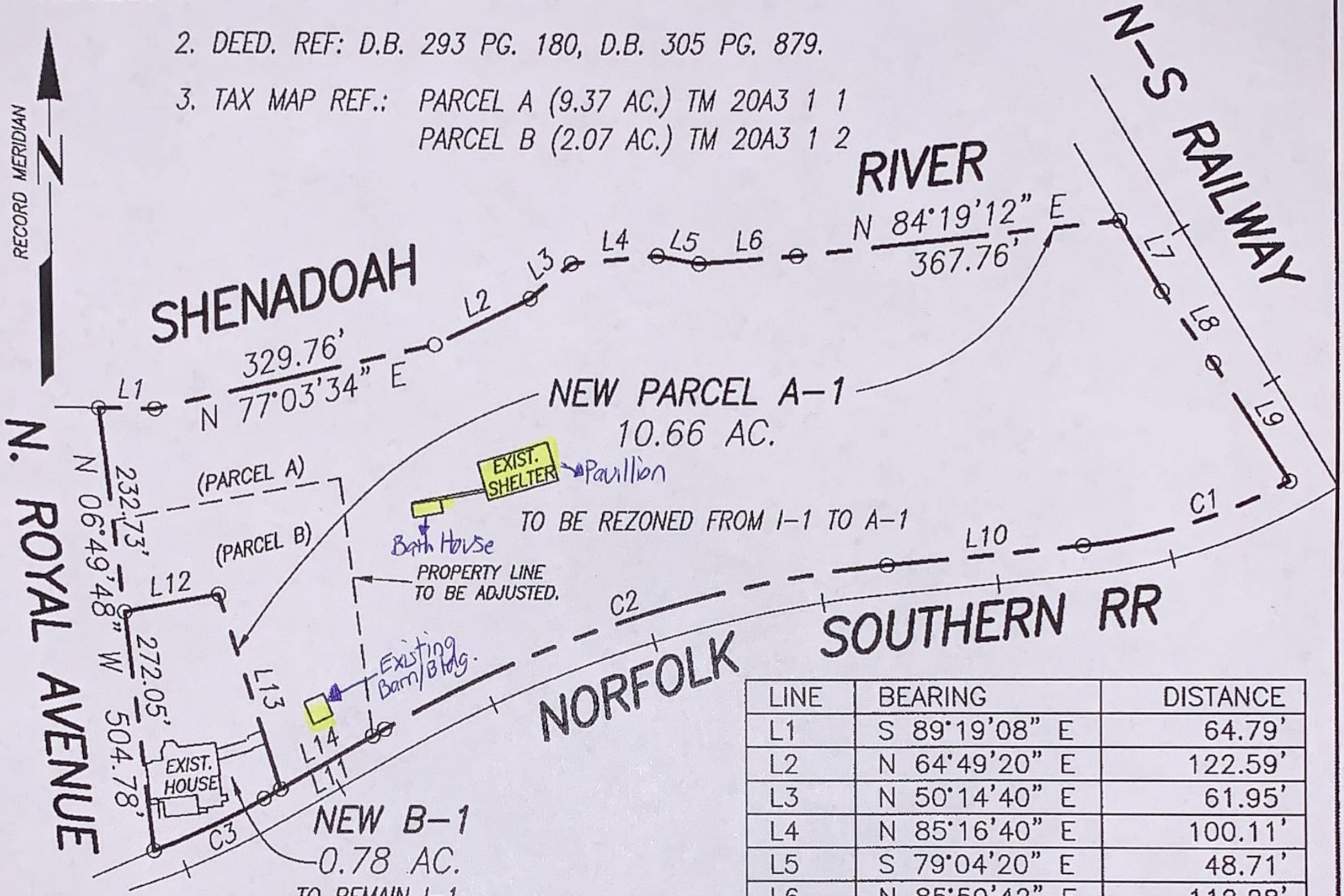
By submitting this application, the applicant grants permission to Town officials and employees to enter upon the property, which is the subject of this application, during reasonable hours and for purposes related to the application process.

RECEIVED
JAN 10 2023
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

Revised 4-21-2021

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	604.27'	244.22'	242.56'	S 72°51'30" W	23°09'23"
C2	1465.69'	613.95'	609.47'	S 72°26'56" W	24°00'00"
C3	848.95'	139.79'	139.64'	S 65°09'06" W	09°26'05"

NOTES:
1. PLAT REF.: D.B. 336 PG. 46
2. DEED. REF: D.B. 293 PG. 180, D.B. 305 PG. 879.
3. TAX MAP REF.: PARCEL A (9.37 AC.) TM 20A3 1 1
   PARCEL B (2.07 AC.) TM 20A3 1 2



LINE	BEARING	DISTANCE
L1	S 89°19'08" E	64.79'
L2	N 64°49'20" E	122.59'
L3	N 50°14'40" E	61.95'
L4	N 85°16'40" E	100.11'
L5	S 79°04'20" E	48.71'
L6	N 85°59'42" E	112.28'
L7	S 30°50'48" E	92.21'
L8	S 35°08'10" E	100.28'
L9	S 32°33'54" E	158.99'
L10	S 84°26'10" W	224.00'
L11	N 60°26'10" E	143.28'
L12	N 79°37'12" E	110.10'
L13	S 17°34'38" E	231.26'
L14	N 60°26'10" E	121.35'

METES AND BOUNDS SHOWN HEREON BASED ON DEEDS OF RECORD AND IS NOT THE RESULT OF A CURRENT BOUNDARY SURVEY.

COMMONWEALTH OF VIRGINIA
DARRYL G. MERCHANT
Lic. No.1606
LAND SURVEYOR

ZONING PLAT

COL. SAMUEL R. MILLAR POST 1860, INC., VFW

TOWN OF FRONT ROYAL
WARREN COUNTY, VIRGINIA

DATE: 20 FEBRUARY 2013 SCALE: 1" = 200'

0' 200' 400' 600'

DARRYL G. MERCHANT
CONSULTING LAND SURVEYOR
P.O. BOX 1508
FRONT ROYAL, VA 22630
540-636-4949

From:	Lauren Kopishke
To:	Connie Potter
Subject:	FW: J&J Shores Campground
Date:	Thursday, February 9, 2023 12:58:34 PM
Attachments:	Campgrounds.pdf

We need to include this in the PC packets

From: Jeff Kelble <jeff@ashbygapadventures.com>
Sent: Thursday, February 9, 2023 11:09 AM
To: John Ware <jware@frontroyalva.com>
Cc: Lauren Kopishke <lkopishke@frontroyalva.com>
Subject: Re: J&J Shores Campground

Yes John, simple answer. Naturally all acquire all permits and licenses and inspections necessary to meet state health codes. I'm quite familiar with them.

Campsites will be at least 30' wide and 1600 square feet as required. I haven't decided if they're all going to be completely primitive/rustic or if a portion will be rented and advertised as having access to the bath house, but a sinks and showers are not required for primitive/rustic sites, just toilets, and they provide a ratio chart to guide campground owners as part of the permit.

On thing that I want fo be clear is that parking for the rustic sites may or may not be near or next to the campsites. If parking is near it will likely be in the areas outlined as potential RV reserve. The campsites will mostly likely all be along the river front or on the edge of the wood line.

Jeff

Sent from my iPhone

> On Feb 7, 2023, at 12:15 PM, John Ware <jware@frontroyalva.com> wrote:
>
> Jeff,
>
> The Special Use Permit for the Seasonal Recreational Facilities are subject to section 175-10.10.B of the Town Code (see attached). Under Section 175-10.10.B.5, it states that "Campgrounds, and similar facilities, shall comply with all the requirements of the Virginia Department of Health". The Planning Commission is questioning the size of campsites, parking availability and other requirements of the VDH.
>
> I'm assuming you will apply to the VDH for the valid permit after approval of the SUP?
>
> *John M. Ware,* ESCA0307, SWPA0226, CZO
> *Deputy Zoning Administrator / Town Planner I*

From:	Robbie Boyer
To:	Jeff Kelble; Carol Buffa
Cc:	Connie Potter; Karen Williams
Subject:	RE: Public Works Information Request
Date:	Thursday, February 9, 2023 8:57:37 AM
Attachments:	image001.png

Jeff,

I responded below to each comment if you have any other questions or need anything else just let me know.

Thanks,

Robert B. Boyer
Director of Public Works
Town of Front Royal Public Works
PO Box 1560
800 Crosby Rd-Extended
Front Royal, VA 22630
540-635-7819 (P)
rboyer@frontroyalva.com
www.frontroyalva.com

From: Jeff Kelble <jeff@ashbygapadventures.com>
Sent: Friday, February 3, 2023 4:26 PM
To: Carol Buffa <cbuffa@frontroyalva.com>
Cc: Robbie Boyer <rboyer@frontroyalva.com>; Connie Potter <cpotter@frontroyalva.com>
Subject: Re: Public Works Information Request

Hi Robbie,
I'm sorry I missed you by phone earlier today. I called because I sat down to answer your questions and wanted to make sure my answers were most useful and most accurate to help your department with planning. I have preliminary thoughts but would find it helpful to talk so I can be sure I'm answering the questions properly. Until then here are my thoughts:

Will there be any changes to the existing utilities to meet new utility demands?
My answer to this question may be uncertain due to unknown and un-anticipatable future business needs, and I'd hate to say I'm never going to need to change anything. That being said, for the purposed of this application I plan to make use of, and make due with, the existing water, sewer and electrical infrastructure. The existing infrastructure is what made this property desirable to purchase in the first place, which appears "out of the box" to be able to support the seasonal recreational uses I'm seeking permission to conduct".
We were just curious if the existing 1" domestic water service would be enough to cover the demand, if there's any changes to the utility tap size then a In-town utility application would be needed.

Will the RV campsites have water and sewer connections or be dry camping only?
To be clear, I'm not proposing to create an RV park like the property recently rezoned for Mr. Poe, upriver next to the old Avtex property . My interests in outlining areas for RV's is that in my experience, we will receive requests from people on the road in RV's who want to be able to park their RV's and stay a few nights, while they participated in the recreational activities, and I'd like to be able to accommodate them. So I'm proposing dry camping at this time, with no development of decentralized water or sewer hookups. Naturally, we want to be able to make our bath house facilities accessible to anyone using the property which would include use of water through the faucets or a spigot/hose.
That's what we wanted to confirm that there won't be RV's connecting to the existing utility services there at this time because of the of existing utilities there.

Will the bath house be expanded to meet the new usage on site and will there be any other on site bathrooms?
I am not proposing to expand the bath house at this time. I am also not proposing to build any other bathrooms on the site at this time. However I do anticipate the potential need to utilize portable bathroom facilities to accommodate peak usage periods on the property, to reduce the reliance on the bathhouse and to serve guests who might be camping further from the bathhouse than is convenient to walk at night.
That sounds good, we just want to make sure the existing utilities on site can handle the demand of what's purposed, the existing utilities used to run the bath house and the main building that used to be there.

The underpass to access this property is only 12' wide under the railroad Trussell and is the only way to access the property currently.
Well understood. I have experience operating a river outfitting business that relies on passing under a very similar underpass on Bakerton Road in Bolivar WV (Harpers Ferry Area). In my special use permit request I articulated a study that I performed of the Bakerton Road underpass making note of and traffic patterns and capacities. Even during my peak few days of the year, my anticipated traffic levels are at maximum, about 25% of what the underpass can accommodate without any form of traffic monitoring or a person conducting traffic.
We mentioned the 12" access width because we know the Fire Marshall normally requires 16' if possible, I know with the trussell there it's very limiting.

Jeff

On Wed, Feb 1, 2023 at 8:37 AM Carol Buffa <cbuffa@frontroyalva.com> wrote:

> Good morning,
>
> I am forwarding you comments and questions from our Public Works Department regarding your Special Use permit. Please respond accordingly. You can reach Public Works at (540) 635-7819 if you
> have any questions or concerns.

Notes

Will there be any changes to the existing utilities to meet new utility demands. Will the RV campsites have water and sewer connections or be dry camping only. There's an existing town owned sewer main on site that follows the gravel access road.

01/31/2023 Will the bath house be expanded to meet the new usage on site and will there be any other on-site bathrooms.

The underpass to access this property is only 12' wide under the railroad trussell and is the only way to access this property currently.

Property Information

Parcel#: 20A3 1 1
J & J SHORES LLC
0
Zoning: I-1Lot: 1Block:

J & J SHORES LLC
37410 ADVENTURE CENTER LN
PURCELLVILLE, VA 20132

Thank you and have a great day

Carolyn S Buffa
Town of Front Royal | Dept of Planning & Zoning
102 E Main St
Front Royal VA 22630
(540)635-4236 (540)631-2727 Fax
cbuffa@frontroyalva.com

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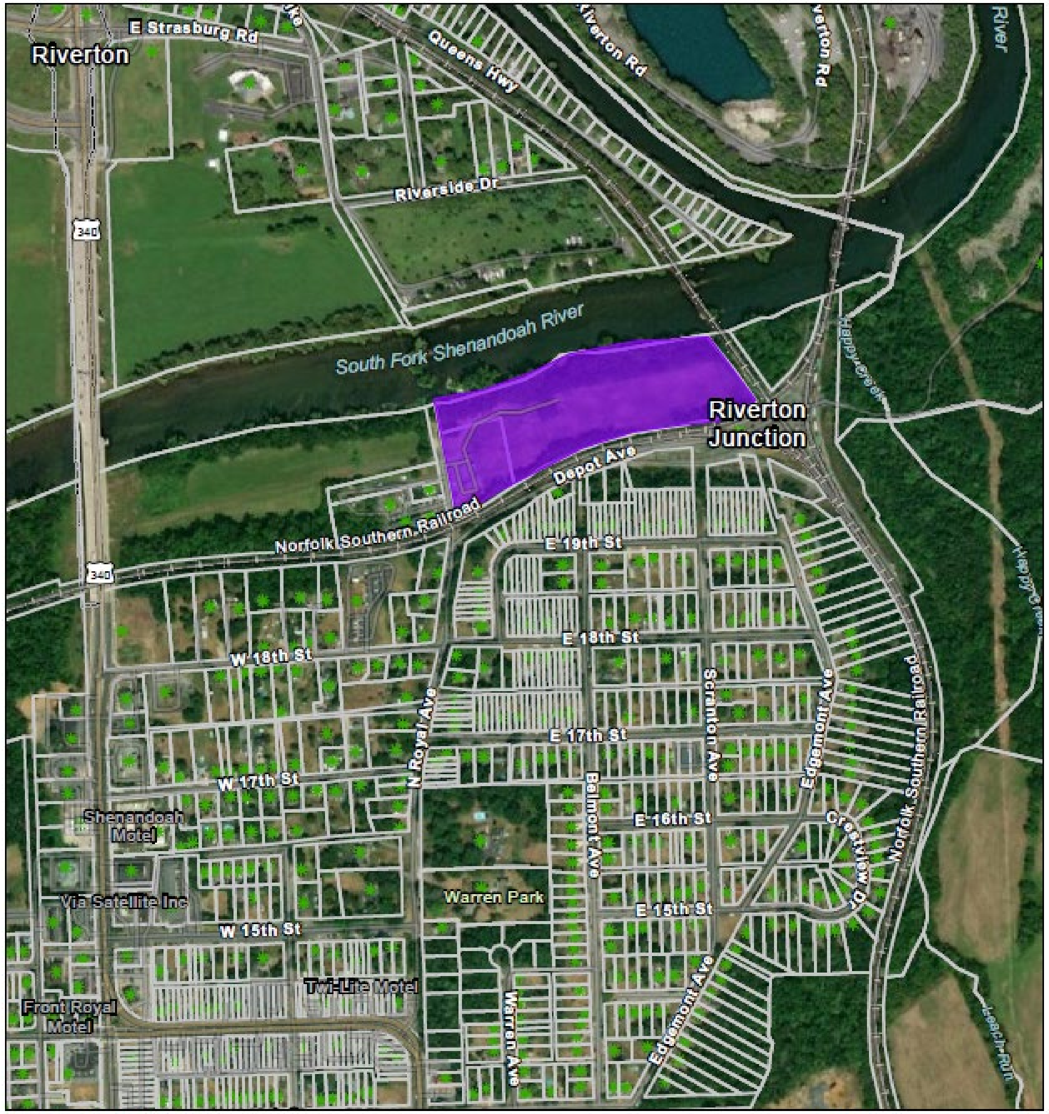
--
Jeff Kelble - Guide and Owner
Harpers Ferry Adventure Center Inc.
& Ashby Gap Adventures, LLC
3155 Swift Shoals Road
Boyce, VA 22620

Phone (540) 955-7179
Email: info@ashbygapadventures.com
Instagram & Facebook: @AshbyGapAdventures
www.ashbygapadventures.com

Ashby Gap Adventures is the DBA of Ashby Gap, LLC, a Limited Liability Company headquartered in Boyce, Virginia

J&J Shores Property



January 31, 2023

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

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


LOADMASTER


LOADMASTER

Concept Plan Components:
- Tent and RV Camp Sites
- Operations/Check-in/Retail/Brewery Facility
- Open Space Recreational Event Area
- River Access including existing boat ramp
- Existing Bath House
- Existing Event Pavilion
- Existing and overflow parking
- Equipment storage area
- Potential Rails to Trails with 2 trail access points

Owner / Applicant
J & J Shores LLC
37410 Adventure Center Lane
Purcellville , VA 20132
540-533-6465

60 0 60 120 180
Scale 1" = 60'

MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
604 SOUTH KING STREET, SUITE 200
LEESBURG, VA 20175
(703) 994-4047
MRAGTA.COM

FRONT ROYAL VFW EXHIBIT
WARREN COUNTY, VIRGINIA
SCALE: 1"=60'

2/1/2022

J&J Shores Special Use Permit Application-Statement of Justification
To Town Council of Front Royal, VA
Completed: January 10, 2022

Statement of Justification:

Front Royal is the Canoe Capital of Virginia and is bordered by a lovely piece of the South Fork Shenandoah, nationally recognized for its recreational beauty and fishing. Front Royal enjoys several businesses which cater to the Appalachian Trail and somewhat to river recreation, but doesn't yet have a full-fledged Livery/Outfitting business located on the river.

Our company J&J Shores recently acquired the VFW property and is asking the Town Council to consider, and approve a request for a special use permit to operate a river business at that location. The applicant has nearly three decades of experience in the river business, first starting with the launch and operation of Playing Hookie Guide Service in 1999, and more recently stood up and run Ashby Gap Adventures in 2019, based in Clarke County Virginia, which successfully provides scenic river tours, guided hunting and fishing. From 2021 through 2022 the applicants were also owners of the Harpers Ferry Adventure Center in Loudon County Virginia, which provided rafting, innertubing, kayaking, zip lines and camping to about 20,000 guests per year. It's our hope that the Town Council will view our experience and this site favorably and help us to acquire our special use permit to operate a Seasonal Outdoor Recreational Business.

Location:

For generations the property at 1847 North Royal Avenue along the Shenandoah River has been synonymous with local veterans and the VFW Chapter 1860. The property has been a gathering place and recreational destination for the Front Royal Community and beyond. It seems few people in the area haven't attended an event there in the pavilion, played or attended a football game or paddled and fished the river on the property. And we all mourned the loss of the VFW Chapter House at the hands of an arsonist. But the property is beautiful, we believe it's an asset to the Town of Front Royal and despite any adversity the site has experienced, it is charming.

More recently, as it became clear the veterans would be unable to rebuild their Chapter House, we were honored by their decision to sell their property to us, in order to attempt to establish a river based seasonal recreational business. It's our goal to continue to have the property serve as a gathering place for local residents, and a destination for tourists hoping to spend time in the country, in Front Royal, and on the Shenandoah River. We are also determined to support the VFW and have their ongoing presence on the property.

With over 12 acres of floodplain and riparian woodlands to work with, direct access to the river, and proximity to Route 340 and Route 66, this property appears to be well suited for the establishment of a local business to serve the regional community. As experienced river outfitters and camping managers we also feel we're well suited to quickly build a business that draws tourism and to receive a special use permit to create another outdoor recreational hub of activity that we expect will also support the local hospitality industry, restaurants and shops.

The property has only a single residential neighbors since effectively, it's completely cut off from the town by the Railroad grade and railroad. It's our intention to continue with, and further develop the property to enrich the town's recreational options for tourism related guests and residents alike.

Proposed activities:

Canoe and Kayak Rentals with Shuttle: We'd like to rent canoes and kayaks to guests, and include shuttling services upriver to Eastham Park, Karo Public Boat Landing or beyond, so guests can paddle back downriver to the North Royal Avenue Location.

Canoe, Kayak and SUP Rentals: During low water levels we'd also like to rent kayaks, canoes and Stand Up Paddleboards (SUPS) to be launched at the property for guests to explore downstream backwaters to Warren Dam and return to the launch site.

Inner-tube Rentals: Nothing says hot summer weather like taking a refreshing float down the Shenandoah in an inner-tube. The section of river from Eastham Park (Luray Avenue) down to North Royal Ave is perfect for early summer inner tubing. The ledges, riffles and light rapids are sure to keep guests entertained as they enjoy a few hours on the river. We'd also like to develop shorter inner-tubing options for guests who would like a short trip, or when river levels become quite low and slow flowing in the summer and this will require access to the river through private property. We are already in discussions with landowners between Luray Avenue and the North Royal Avenue properties.

Camping: Low impact rustic camping and light Camper camping would give guests the ability to recreate in and explore Front Royal for several days. Campers also feed the seasonal recreational business.

Potential Future Activities (Not Being Requested In This Application):

Rail To Trail Program: There has been strong progress by conservationists to acquire the Norfolk Southern Railroad line from Front Royal to Broadway VA, with the goal of establishing a Rail To Trails assert. If this project were to receive funding, it is estimated that the trail would see approximately 700,000 users averaging one day of use, per year. We have committed to provide and allow for the public to use this property to access the Rail to Trail assets and have sketched in a potential path through our property for rail to trail guests to use. We've also met often with the Andreae's who own the upstream riparian property, and understand they're working to donate their land so that it can serve the rail to trail project with parking, and an open space park.

Limited Brewery: With 12 acres to play with, we can set aside 50% of the property for open space, grow choice ingredients to be used to brew beer, and build an amazing and unique brewery right near the heart of town, serving guests of our business, guests of the Rail To Trail asset and guests of the Town.

Transportation Needs:

If we are successful obtaining a special use for seasonal recreation, we hope to offer a variety of river recreational options ranging from on-site boat rentals, to offsite rentals/shuttle services for river-inner-tubing, canoeing and rafting. Each of these potential uses requires its own type of transportation in order to service the guests.

On-site boat rentals require no offsite transportation of guests since guests will launch their boats from our private river access point, paddle around in the slow portion of the Shenandoah adjacent to the property, and take out at the same location. This option will be available seasonally during low water/slow flow conditions. Guests would enter the property, and park in our parking lot or at their campsite using their own vehicle.

Offsite tubing, canoeing and rafting would require transporting guests upstream to a variety of river access points. If the service patterns mirror those we see in our business in Harpers Ferry then we'll be transporting people in buses and vans, and also possibly "hay-wagon" style vehicles if we can establish a short tubing run using our property, and/or the Andreae's upstream property which effectively, has a half mile of river access.

Our buses would be DOT certified and as we grow we'd expect they'd be managed by a Transportation Manager. Our vans are also kept up to date with mechanical and cosmetic repairs. Most of the time buses and vans are pulling trailers behind containing the recreational boat of choice. Guest participating in this business will enter the property and park in our parking lot or at their campsite. Once signed-in, they will load themselves onto the transportation vehicle appropriate to the activity and be taken to the put-in. In almost all cases only **one** transportation event will be required per guest, since guests will navigate the river until they reach our take-out, at which point their trip is over and they are able to leave the property using their own vehicle. An understanding of this scenario is useful in calculating the number of vehicle trips estimated to occur in a day/hour.

<u>Vehicle Trips</u>

In this industry, vehicle trips will fluctuate greatly over the course of the season. The effective peak season for river activity, from which most vehicle trips will be generated, is Memorial Day to Labor Day, about 15 weeks out of the year.

Refining that generalization, Saturday is the busiest day of each week, followed closely by Sunday, and if the same dynamic occurs in Front Royal as has developed in Harpers Ferry, there will be 8-10 busy Saturdays per year, and 8-10 busy Sundays. Weekday traffic is about 1/5 of that on the weekends and will also be heaviest during 8-10 weeks of the year. Innertubing drives the highest volume of business, and innertubing is popular from the third week of June through the third week of August, about 8 weeks.

During peak river activity days, considering the size of the property, and parking we would like to have the capacity to serve about 1000 river users in any one of our various river activities. At the Harpers Ferry Adventure Center our surveys showed that guests averaged about 3 people per vehicle which in Front Royal, would translate into about 333 vehicles entering, and then 333 vehicles exiting, during our busiest handful of days per year. Those vehicle trips will be spread out between the hours of 8AM and 7PM. Most of the traffic between 8AM and 12 Noon will be incoming, and it switches over organically to most traffic departing between 2PM and 7PM. It should also be stated that peak traffic activity occurs between 10AM and 4PM, with very few people (Stragglers on the river) only leaving after 5PM.

<u>Transportation Routes:</u>

We anticipate needing an array of transportation routes to deliver our guests upstream, depending on what river trips become popular and whether the river levels and current flow are high/fast or low/slow. Here is a summary of our anticipated "put-in" locations for upriver trips (See Addendum for proposed/possible transportation routes through town):

A) Private river access on the property upstream of VFW Property, currently owned by the Andreaes. For this put-in we expect to use a hay-wagon trailer pulled by an off-road vehicle, or a “walk and put yourself in the river” option common in state and national parks. We would select the quietest and least intrusive option for this trip (approximately ¾ mile river trip)

B) As yet defined private put-in somewhere between Eastham Park and North Royal Avenue. A Half Way Point if you will (approximately 1.5 mile river trip)

C) Eastham Park/Luray Avenue Boat Ramp (approximately 3 mile river trip)

D) Gooney Creek/Karo, a VA DWR managed public river access (approximately 9.5 mile river trip)

E) Shenandoah River State Park (approximately 15 mile river trip)

F) Bentonville “Low Water Bridge”, Indian Hollow Road (approximately 18 mile river trip)

All of these upriver put in locations except option A require transportation on public roads and we’ve mapped what we feel are the safest and least disruptive routes. All commercial vehicle routes begin by leaving the property into North Royal Avenue heading south, passing under the railroad overpass, proceeding to the intersection of North Royal Avenue and Route 340, turning right (to avoid having to cross) on to route 340 and then proceeding to the subsequent routes serving each put-in. This initial portion of the route avoids the smaller neighborhood roads near our property, and attempts to minimize local disruption, and difficulties getting onto and off of Route 340. We will also attempt to route as many of the trips returning to the the Property so that our vehicles are proceeding northbound on Route 340 and turning right onto North Royal Avenue to again, avoid congestion and the complicated intersection between North Royal Avenue and Route 340.

In order to further concentrate traffic onto North Royal Avenue, we will provide reservation based guests (90% or more of the activities in Harpers Ferry are by reservation) directions which will lead them in and out of our business through the intersection of North Royal Avenue and Route 340, again in an attempt to limit local traffic in the neighborhoods.

<u>Transportation Through the Railroad Underpass</u>

We have been advised to address the one-lane railroad underpass on Royal Avenue which lies between 340 and our proposed place of business, in this special use request. To inform our thinking, and our proposal, we’ve studied a similar (yet more complicated) underpass on Bakerton Road in Bolivar WV. During the summer, three river outfitters, one campground and thousands of residents use a similar one lane underpass to drive their cars through. We estimate that in addition to the residents which are isolated between the railroad and the river, several hundred campers staying at the Harpers Ferry Campground, the three outfitters transport approximately 1000 inner-tubers, and 500 whitewater rafters underneath that single lane overpass between 9AM and 3PM each busy day. Just like would happen in Front Royal, the tubers and rafters are in buses and vans. In over 20 years of operation using this single lane underpass, we haven’t observed a backup of more than three or four cars in any direction, even during peak weekend hours, in this underpass in Bolivar. From that we deduce that we would also not see a backup in the underpass on North Royal Avenue even during out busiest times.

To understand this capacity, we filmed the Bolivar underpass during busy hours. The Bolivar underpass is more complicated than the North Royal Avenue underpass because the Bolivar underpass meshes traffic from three directions. Northbound traffic drives straight through, while southbound traffic is made up of east and west bound traffic that mesh at a stop sign, then drive south. Further complicating things, due to approach angle everyone is "blind" going through the underpass and instead of relying on visual line of site cues for when drivers can proceed, they use a system of mirrors and signals. Even with these complications, we observed vehicles moving through the underpass at a rate of between 4 and 10 cars per minute, which translates to 240 to 600 cars per hour in capacity. The differences depended on whether cars were driving in a "train" formation following each other in one direction through the underpass, or whether they had to alternate between northbound and southbound travel for each car.

Using those numbers, if the business operating on the J&J Shores property were to experience heavy periods of use, and even if the rail-to-trail system became a reality, we can't contemplate how the underpass would exceed the need to accommodate more than 240 cars per hour, which was the low number we observed passing unaided through the Bolivar underpass. In our experience at the Harpers Ferry Adventure Center business, each car that comes to participate in one of our activities holds an average of 3 recreational guest users. So in essence the bridge underpass would be able to serve no fewer than 720 (240 cars x 3 people per car) recreational users guests per hour, or nearly 6,000 users in an 8 hour day, far and away exceeding exceed even our proposed maximum parking capacity of our river business.

Transportation Conclusion:

We performed these somewhat extensive traffic analyses in order to anticipate and address what would be natural concerns over traffic issues associated with:

1) traffic backups at the underpass
2) traffic through the small neighborhood side roads
3) guests cars being "trapped" between the railroad and the river in the event of flooding.

We remain open to constructive feedback on how we might even better address these three traffic concerns.

Flooding Potential:

The entirety of the property included in this special use permit is contained within FEMA's "floodway" (about 1/3 of the property) and the flood zone (about 2/3 of the property).

Minor Flooding. Based on statistical analysis of historic flooding on the South Fork Shenandoah, we are planning for the property to experience minor floodwater encroachment as frequently as once per year. At these levels the "lower" half of the property closest to the river would be covered in several feet of water. The primary action to be taken during minor flooding is to remove any mobile business equipment within the lower floodway, alert guests of the pending river rise, and remove campers from the small camping areas set aside along the river.

Moderate to Major flooding. Defined as a 100 year flood, would inundate the entire property with water over 10 feet high. This is the scenario which requires the greatest level of action.
The last 100 year flood was 1996 in which case the water rose to reach what would be the pavilions ceiling level and in 100 years we've reached this approximate level three times, 1996, 1985, and 1942. All of these events would require removing guests and their vehicles and gear.   Using all of the information recorded and analyzed by the National Weather Service (This Link Provides the Entire National Weather Service Analysis) around the 1996 Hurricane Fran flooding, we learned that residents and river users had between 38 and 50 hours of warning between when peak rains occurred and peak

flooding was reach. For a Seasonal Recreation Business, we would have been watching Hurricane Fran and changing business operations nearly a week out.

This Quote Is Pulled From the Page Linked above, from the National Weather Service Analysis of the Flooding from 1996 Hurricane Fran.

Predictability

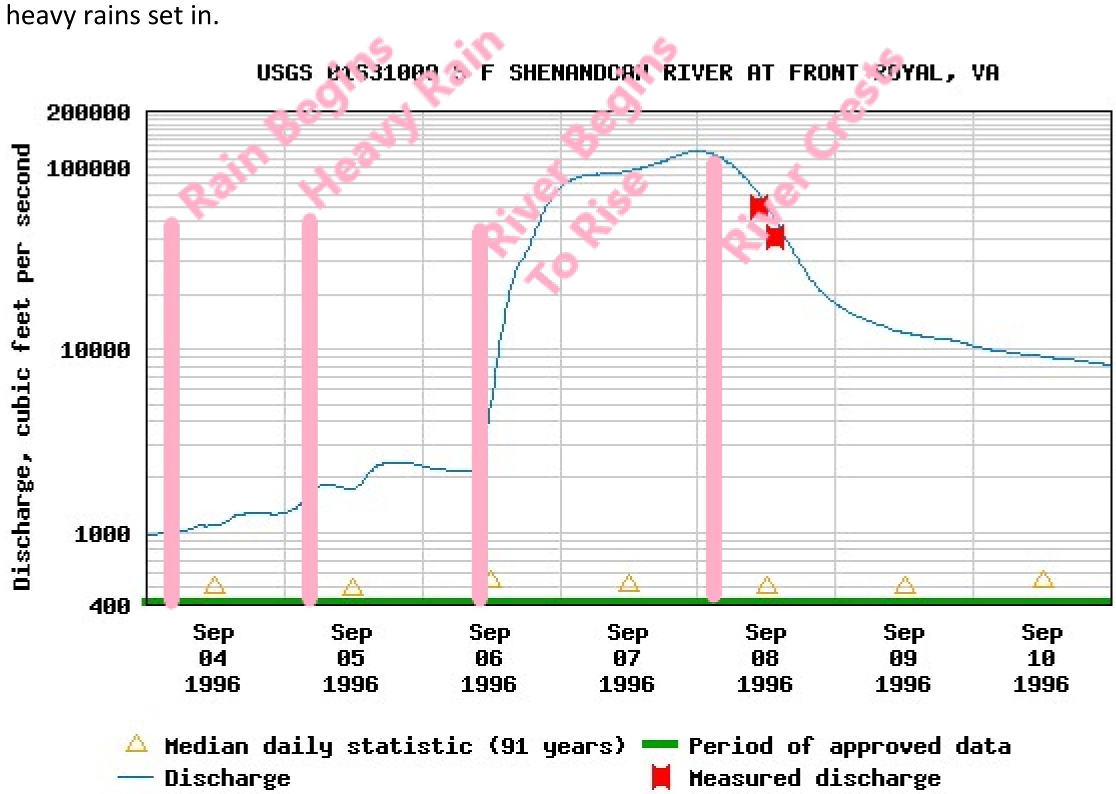
A full 24 hours before flooding began in Virginia, the Sterling NWS office issued an updated flood watch with strongly worded information, stating:

"Even heavier rains are likely later tonight and Friday as the remnants of Hurricane Fran approach the region. This may result in catastrophic flooding in some locations . . . particularly over the Piedmont and mountains of West Virginia."

Warnings for the Potomac River were very timely, providing more than 12 hours lead time before flood stage was reached, and between 38 and 50 hours lead time prior to the peak level. This afforded people in Point of Rocks enough time to rent trucks and trailers to move belongings from the flood plain before flooding occurred.

Rains began falling in the Shenandoah on Wednesday September 4th, and the heaviest rains came Thursday September 5th and Friday September 6th. The strongly worded flood warning quoted above was issued Thursday afternoon September 5th, fully 24 hours before the river even began to rise, 36 hours before flood stage was reached and more than 48 hours before the river crested.

Furthermore, the South Fork Shenandoah River is a main stem river, not a tributary and so it is not subject to meaningful flash flooding, certainly not to the extent that would inundate the grassy areas of the property requiring evacuation. The river will conceivably always have 24 or more hours of warning before a flood event occurs, in this area. We provided the USGS graph of the river flow on the South Fork Shenandoah at Front Royal in the days leading up to the flooding form Hurricane Fran (as discussed) in 1996 to provide a visual representation of the rise in water level more than 24 hours after heavy rains set in.



For temporary evacuation and storage of vehicles there are many dozen on street parking options in the network or roads directly in the vicinity of the property, which remain unused at all times, according to dozens of observations over a 15 month period. Parking in these locations due to flooding would be a "once in a decade" event, and would be for 24 hours or less. In the unlikely event the on-street parking option doesn't work, the Walmart business within two miles has an enormous excess of parking spots available and they famously allow RV overnight parking, and will be our back-up contingency. Outside of those two options the applicant owns private property in Clarke County Virginia within 20 minutes where dozens of vehicles could be parked.

Waste Disposal

The property and buildings are blessed to already be served by public water and sewer. There is currently existing a bath house with 4 toilets and two urinals within a bath house style building. Short of any infrastructural issues with water or sewer service experienced by the Town, we don't expect issues with sanitary waste disposal. It is our intention to augment our bath house toilet facilities with portable units during the peak season.

For trash, the property owner J&J Shores, LLC currently has an account with the town for municipal waste disposal. If this proves to be insufficient in quantity or timing of pickup, we will contract with a company to have a commercial dumpster and removal services (like we do at the Harpers Ferry Adventure Center)

Preserving Views from Route 340

Front Royal is developing very nicely as a tourist destination and it's important to preserve views and appearances. The drive on Route 340 South over the North and South Forks of the Shenandoah are a wonderful and beautiful entrance to Front Royal, and is worth preserving. Our property is approximately a quarter mile from 340, and lies on the South bank of the South Fork Shenandoah. From the bridge, while entering the town, if you look left (East) at the very last minute you can catch a very glimpse of portions of the property we are proposing to use for river activities. Much of the view is blocked by the mature line of trees that literally runs 50-100 feet deep along the entire South Fork. Additionally there are several large mature trees on the West side of the property that diminishes the view from the bridge.

However, for portions of the site that are in view, our plans for the site are such that we aren't proposing any large lit signs or large buildings, but instead propose a short, modest sized sign in the range of 6-10 feet wide and no more than 10 feet off the ground, that we don't believe are going to be visible from Route 340. Additionally, we expect to store boats neatly on trailers or in containers at all times. Our property is vast compared to the area we may develop and the extent of view effects will come from parked cars and/or one or two event style tents set up for shade and rain protection of guests.

Daily Operation, Flood Action Plan

Again, we rely on the Harpers Ferry Adventure Center to inform us how to best operate at this Front Royal Location. HFAC directs half of It's tubing business in the summer to an off-site location in Millville West Virginia, a satellite location if you will. During the summer Millville serves up to 1000 tubers. It is this Millville location that we will emulate in Front Royal.

Our experience running the Millville flatwater tubing operation applies here because Millville is entirely in the Shenandoah's Floodway, and we run the entire Millville operation out of mobile trailers, mobile containers, and a few shade tents, as we're proposing to do in Front Royal. With over 90% of guests reserving their activity at least by the day before, this allows us to efficiently process guests through check-in and check-out, provide equipment and transport guests to and from their activities efficiently without being slowed down or without needing interior office space to process reservations. The Front Royal site has a distinct advantage over Millville in that the amount of property is much greater, it has a bath house (which Millville does not) and there is a 40' by 80' covered pavilion that can serve several hundred guests comfortably in the event or poor weather or hot sun.

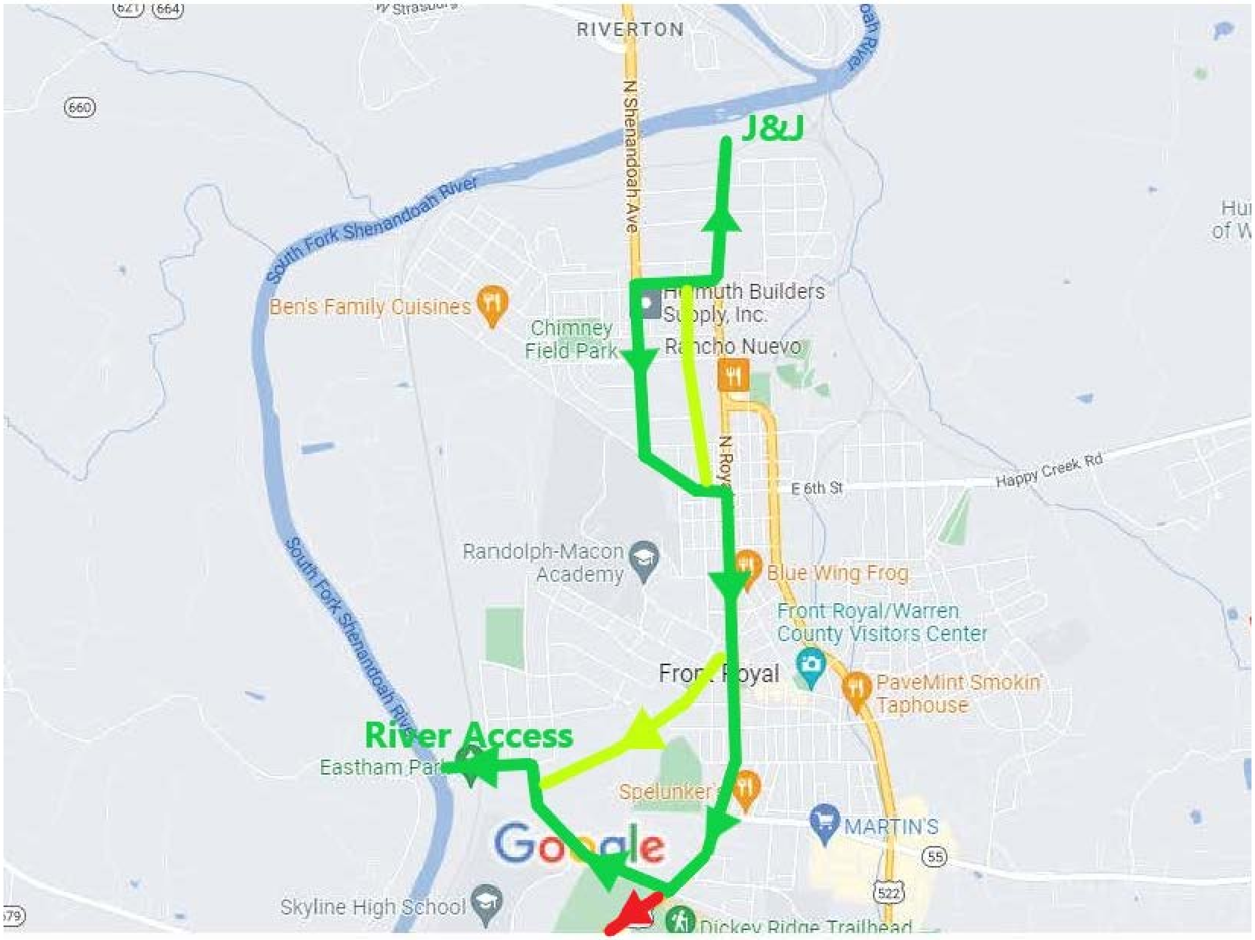
Additionally, by having our business assets in mobile vehicles, we are always in the position to protect our business assets in anticipation of flooding.

Flood Action Plan

In the event of flooding we will initiate our flood action plan which involves the following steps

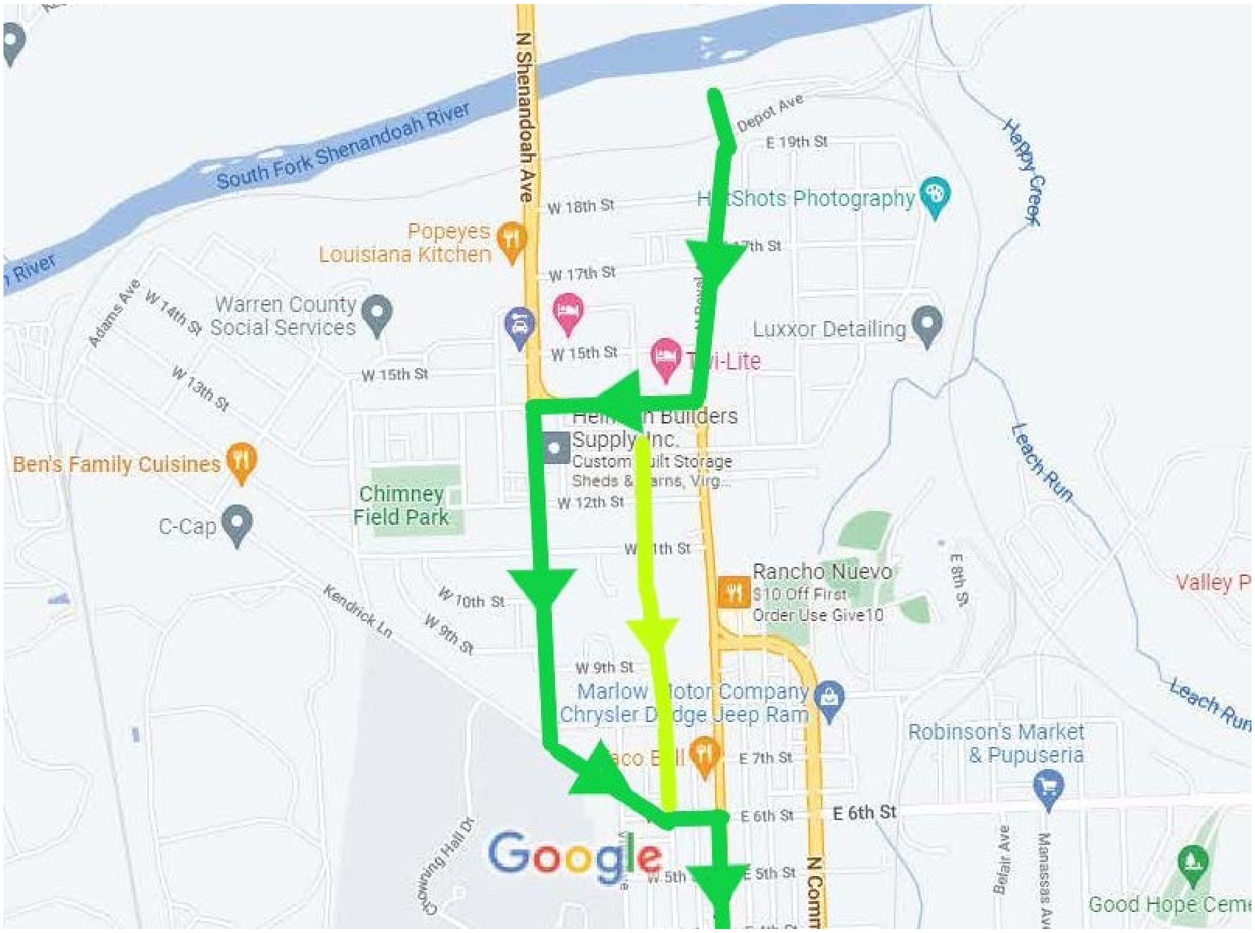
- Identify the location of all guests on the river and on the property in order to provide instructions for ending their activity, and leaving the property, according to the type of activity they are involved in
- Guests on the river will need to complete their activity by finishing their trip to the property, or stop and take out at an intermediary river access point as they pass them.. Then they will be instructed to depart from the property within a given time frame.
- Camping or on-site guests will be informed of the risk of flood and given a window of time to get their gear in order and to leave the property until flooding risk passes.
- Staff will scour the entire property including all areas along the river to make sure we've found and connected with all guests, and communicate the above evacuation request. Parking lot will be monitored as indication of guests not yet found or evacuated
- If there are more than 100 cars on property then staff will position themselves at the railroad underpass in order to direct traffic one way exiting the floodplain area.
- Mobile business assets at risk of being flooded will be relocated to high ground near where the original VFW headquartes was positioned, or nearby pre-determined parking lot in the event of a major flood.
- If necessary first responders will be contacted in the event assistance is needed to find guests or evacuate.
- It should be noted that it's highly unlikely that we'll have guests on the river during a main stem river flooding event. These event are normally associated with snow melt (not likely during the season) or tropical low systems that we would be tracking vigilantly and nearly constantly. During the season, we are monitoring water levels, and weather, always on a daily basis, often on an hourly basis. As shown earlier in our application, flood waters take at least 24 hours from peak rains to reach Front Royal and none of our proposed river activities take more than 6 hours to complete. During periods where heavy rains are predicted, we are very used to moderating or curtailing the length of activities our guests participate in. And so while not impossible, it's highly unlikely that with multiple redundant precautionary systems in place that guests will be on the river during river flooding. It is our goal for that never to happen and in 25 year of operation in Harpers Ferry there hasn't been a single occurrence.

Addendum (3 Maps)



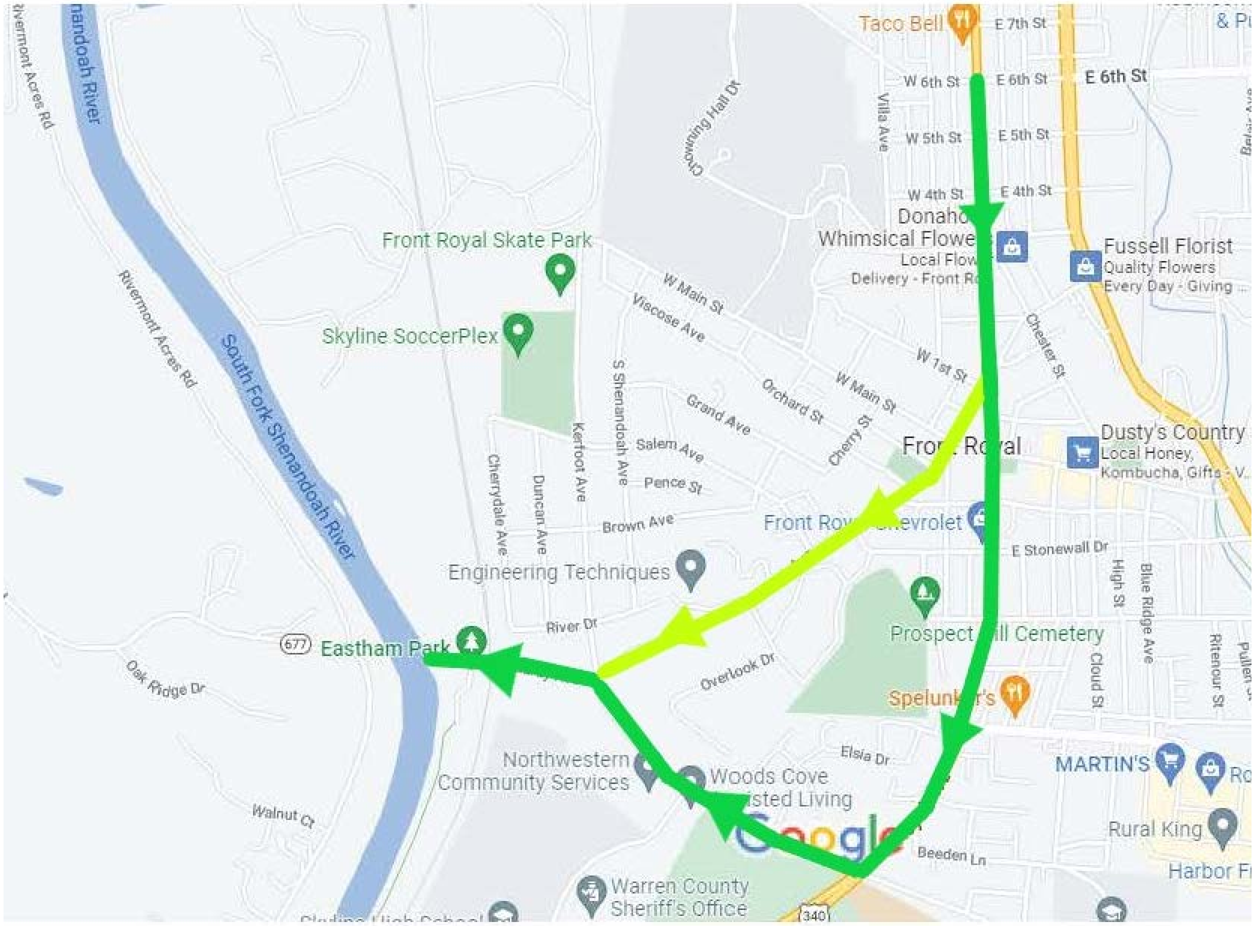
Map Of Entire Route to Luray Avenue/Eastham Park River Access

- **Dark Green Route is Proposed**
- **Light Green Route is Optional**
- **Red Route Continues to Upriver Access Points: Karo, Shenandoah State Park, Bentonville etc.**



(Closeup) Map Of First Part Of The Route to Luray Avenue/Eastham Park River Access

- **Dark Green Route is Proposed**
- **Light Green Route is Optional**



(Closeup) Map Of 2nd Portion of The Route to Luray Avenue/Eastham Park Access

- **Dark Green Route is Proposed**
- **Light Green Route is Optional**

Council Agenda Statement

Meeting Date: March 27, 2023

Item #07B

Agenda Item: PUBLIC HEARIING - Ordinance Amendment to Town Code Chapter 4-1

Summary: On February 13, 2023 Council agreed to add an additional work session a month, specifically the first Monday of each month beginning at 7:00pm. Council is requested to approve an ordinance amendment to Town Code Chapter 4-1 as presented.

Budget/Funding: None

Meetings: Work Session held March 3, 2023

Proposed Motion: I move that Council approve an ordinance amendment to Town Code Chapter 4-1 as presented.

Moved ___________________ *Seconded* ___________________

DeDomenico-Payne _________ *Ingram* _________ *Morris* _________ *Rappaport* _________ *Rogers* _________ *VM Sealock* _________

ORDINANCE TO AMEND FRONT ROYAL TOWN CODE CHAPTER 4 PERTAINING TO CHAPTER 4-1.D. TO ADD AN ADDITIONAL WORK SESSION

WHEREAS, the Front Royal Town Council is requesting to amend Chapter 4-1.D. of the Town Code to add an additional Work Session on the first Monday of each month; and,

WHEREAS, if approved Town Council will have two regular work sessions a month to begin at 7:00pm on the first and second Monday of each month; and,

NOW THEREFORE, BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia that Chapter 4-1.D. of the Front Royal Town Code hereby be amended as follows:

4-1 TIME OF MEETINGS

D. The Council shall hold ~~one~~ **two** regular work sessions in the Town Hall on the **first and** second Monday of each month at **7:00 p.m** **unless otherwise** ~~a time~~ specified on the agenda except for the regular work session in December which shall be held on the first Monday of that month. In the event that a regular work session cannot be held due to circumstances beyond the Town's control the Council may either cancel the regular work session or reschedule the regular work session to another date, time and location.

This ordinance shall become effective upon passage.

APPROVED:

____
Lori A. Cockrell, Mayor

ATTEST:

____
Tina L. Presley, Clerk of Council

This Resolution was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on ___________________________, 2023 upon the following recorded vote:

Melissa DeDomenico-Payne	__Yes __No	H. Bruce Rappaport	__Yes __No
Joshua L. Ingram	__Yes __No	Duane R. "Skip" Rogers	__Yes __No
Amber F. Morris	__Yes __No	R. Wayne Sealock	__Yes __No

A public hearing on the above was held on _______________________having been advertised in the Northern Virginia Daily on ____________________________________.

Approved as to Form and Legality:

____
George M. Sonnett, Jr., Town Attorney   Dated: _________________________

Council Agenda Statement

Item # 07C

Meeting Date: March 27, 2023

Agenda Item: PUBLIC HEARING – Bid Award/Budget Amendment for the Fleet Maintenance Building Project

Summary: Council is requested to approve a bid to LCW Construction for the Fleet Maintenance Building Project in the amount of $1,995,000.00 and approve a budget amendment in the amount of $2,450,000 to allocate funds for the construction and associated equipment.

Budget/Funding:	1800-3410001	Debt Service Fund – Loan Proceeds	$2,450,000.00
	1800-47010	Fleet Maintenance Building	$2,450,000.00

Meetings: Work Session held March 3, 2023

Proposed Motion: I move that Council approve a bid to LCW Construction for the Fleet Maintenance Building Project in the amount of $1,995,000.00 and approve a budget amendment in the amount of $2,450,000.

Moved ___________________ ***Seconded*** ___________________

DeDomenico-Payne ________ ***Ingram*** ________ ***Morris*** ________ ***Rappaport*** ________ ***Rogers*** ________ ***VM Sealock*** ________

VENDOR SPREAD SHEET

Town of Front Royal, VA

Bid Tabulation Summary **IFB #02-2023 Front Royal Maintenance Building** **Bid Opening Date: 2/9/2023** **Opening Time: 3:00 PM**	**LCW CONSTRUCTION WINCHESTER, VA**	**H&W CONSTRUCTION WINCHESTER, VA**	**HAMMERHEAD CONSTRUCTION FRONT ROYAL, VA**
Description	**LUMP SUM**	**LUMP SUM**	**LUMP SUM**
Construct Front Royal Maintenance Building	$1,995,000.00	$2,670,723.00	$2,685,000.00

The VENDOR SPREAD SHEET is generated from the initial, raw information collected.

No award decision has been made.

Prepared by: Michelle Campbell, Purchasing Manager

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

BAUGHAN & BAUKHAGES, PLLC

LOWELL B. BAUGHAN, NCARB, AIA

FREDERICK E. BAUKHAGES, IV
(RETIRED MAY 2011)

One Cave Street Post Office Box 151
Luray, Virginia 22835
Tel 540-743-6493 • Fax 540-743-9587
baugbauk@embarqmail.com

February 16, 2023

Don McPaters
Vehicle/Equipment Maintenance
Town of Front Royal
800-C Crosby Road
Front Royal, VA 22630

Re: Front Royal Maintenance Building
Job No. 1808

Dear Don,

While we cannot guarantee that the Contractor has met the specifications, the Proposal Form is properly filled out and accompanied by the required 5% Bid Bond. We recommend the acceptance of the low bid from LCW Construction Company in the amount of $1,995,000.00.

Regards,

L. B. Baughan, NCARB, AIA

MEMORANDUM

TO: B.J. Wilson, Director Finance.

FROM: Donald B McPaters, Director of Fleet Maintenance DBM

SUBJECT: Recommendation letter for Fleet Maintenance Building

DATE: February 14, 2023

We received three bids on the Fleet Maintenance Building project. Hammer Head Construction with a price of $2,685,000.00 with a proposed time of completion 240 days. H&W Construction with a price of $2,670,723.00 with a proposed time of completion 322 days. The third bid was LCW Construction with a price of $1,995,000.00 with a proposed completion time of 450 days. My recommendation is LCW based on the lowest bid.

Council Agenda Statement

Item # 07D

Meeting Date: March 27, 2023

Agenda Item: PUBLIC HEARING - Resolution for Bond Purchase and Loan Agreement Related to the Fleet Maintenance Building Project

Summary: Council is requested to approve a Bond Purchase and Loan Agreement with Webster Bank in the amount of $2,450,000 with an interest rate of 4.345% for a term of 20 years for the following items related to the Fleet Maintenance Building Project:

Rehabilitation of Fleet Maintenance Building	$	1,995,000.00
35,000lb Alignment Lift & Accessories	$	110,000.00
Tire Balancer for Large Trucks & Regular Tires	$	27,000.00
Tire Changer for Automotive Tires	$	19,000.00
Air Compressor	$	15,000.00
Waste Oil Furnace	$	15,000.00
A/C Recovery Machine	$	14,000.00
66,000lb lift with center rolling jacks	$	180,000.00
750kVA Pad Mount Transformer	$	60,000.00
Welder Ventilation Machine	$	15,000.00
SUBTOTAL	$	$2,450,000.00

Budget/Funding: Based upon approval of FY23 Budget Amendment

1800-3410001	Debt Service Fund – Loan Proceeds	$2,450,000.00
1800-47010	Fleet Maintenance Building	$2,450,000.00

Meetings: Work Session held March 6, 2023

Proposed Motion: I move that Council approve a Bond Purchase and Loan Agreement with Webster Bank in the amount of $2,450,000 for a term of 20 years to be used for the Fleet Maintenance Building Project. I further move that Council authorize the Mayor, Town Manager, Town Attorney and/or Finance Director to execute the necessary documents.

Moved ___________________ *Seconded* ___________________

DeDomenico-Payne ________ *Ingram* ________ *Morris* ________ *Rappaport* ________ *Rogers* ________ *VM Sealock* ________

BOND PURCHASE AND LOAN AGREEMENT

Between:	**Webster Bank, National Association (the “Lender”)** **360 Lexington Ave., 5th Floor** **New York, NY 10017** **Attention: Public Sector Finance** **Telephone: (212) 847-7158** **Email: publicfinance@websterbank.com**
And:	**Town of Front Royal, Virginia (the “Issuer”)** **102 E Main Street** **Front Royal, VA 22630** **Attention: Joseph E. Waltz, Town Manager** **Telephone: (540) 635-8007**
Dated:	**As of April 1, 2023**

This Bond Purchase and Loan Agreement (the “Agreement”) is entered into as of the date set forth above between the Town of Front Royal, Virginia (the “Issuer”) and Webster Bank, National Association (the “Lender”). For and in consideration of the premises hereinafter contained, Issuer hereby agrees to issue and sell to the Lender, and the Lender agrees to purchase and accept, the Bond, as defined below, on the terms set forth herein.

ARTICLE I. DEFINITIONS

As used in this Agreement, the following terms will have the meanings indicated below unless the context clearly requires otherwise:

“Agreement” means this Bond Purchase and Loan Agreement executed between Issuer and Lender, including all exhibits, schedules and attachments attached hereto.

“Authorizing Statute” means the Virginia Public Finance Act of 1991 in the Code of Virginia, as amended.

“Bond” means the Issuer’s $2,450,000 General Obligation Bond, Series 2023, in the form substantially as attached hereto as Attachment 1.

“**Bond Counsel**” means Estes Law & Consulting.

“Code” is defined in Section 3.1(c).

“Event of Default” is defined in Section 6.1.

“Issue Date” is April 6, 2023.

"Issuer" means the entity identified as such in the first paragraph of this Agreement, and its permitted successors and assigns.

"Lender" means the entity identified as such in the first paragraph of this Agreement, and its successors and assigns.

“Loan” means the lending of proceeds of the Bond by the Lender, in exchange for the security of the Issuer’s Bond and its execution of this Agreement, to the Issuer of funds to finance the Project.

"Owner" means, when used with reference to the Bond, any person who shall be the registered owner of the Bond as provided in the registration books of the Issuer. The initial registered Owner of the Bond is the Lender.

"Project" means the infrastructure costs for planning, design, landscaping, construction, renovation, furnishing and equipping of the Town's Fleet Maintenance Building, a one-story pre-engineered metal building, together with related administrative and financing costs.

"Resolution" means the resolution of the Council of Issuer adopted March 27, 2023, authorizing the execution and delivery of this Agreement and the issuance of the Bond.

"State" means the Commonwealth of Virginia.

ARTICLE II. PURCHASE OF BOND

Section 2.1 **Purchase and Form of Bond**. On the terms, and subject to the conditions set forth in this Agreement, Lender hereby agrees to extend credit as evidenced through its purchase of the Bond, at a price of 100 percent of the par amount thereof. The principal amount of the Bond shall be $2,450,000. The form of the Bond is attached hereto as Attachment 1. The Bond is issued pursuant to the Authorizing Statute and the Resolution.

Section 2.2 **Interest; Installments**. The Bond shall bear interest at the rate of 4.345% per annum, calculated on a 30/360-day basis. Issuer will repay the Bond by wire transfer to the Owner in accordance with written instructions delivered by the Owner, or by such other medium acceptable to the Issuer and to the Owner, in semi-annual installments, including principal and interest on the outstanding principal balance on each March 1 and September 1, beginning September 1, 2023 and with all such payments ending March 1, 2043. Payments shall be made consistent with the Schedule I affixed to the Bond, which such Schedule is incorporated herein and made a part of this Agreement by this reference.

Section 2.3 **Application**. Any payments by Issuer to the Owner of the Bond shall be applied first to pay accrued interest, and second to pay principal.

Section 2.4 **Option to Prepay**. The Issuer shall not have the option to prepay the Bond before March 1, 2028. Subject to at least thirty (30) days written notice, on or after the March 1, 2028 payment date, the Issuer may prepay the Bond, in whole only, on any scheduled payment date thereafter the outstanding principal of the Bond plus interest, fees, the Bond payment due and owing on such date, and any other amounts due and owing at the time of the prepayment. Further, on any prepayment of the Bond on or after the March 1, 2028 payment date and before the March 1, 2031 payment date, the Issuer shall pay a premium of 1.00% of the prepaid principal amount, and on March 1, 2031 and any payment date thereafter, the Issuer shall pay no premium.

ARTICLE III. COVENANTS AND CONDITIONS

Section 3.1 **Covenants of the Issuer**. As of the Issue Date, Issuer represents, covenants and warrants for the benefit of Lender as follows:

(a) Issuer is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to issue the Bond, and to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.

(b) Issuer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a public body corporate and politic. To the extent Issuer should merge with another entity under the laws of the State, Issuer agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Issuer's rights and shall assume Issuer's obligations under the Bond and this Agreement.

(c) Issuer has been duly authorized to issue the Bond and to execute and deliver this Agreement by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Bond and this Agreement, and Issuer has complied with such public bidding requirements as may be applicable to the Bond, this Agreement and the Project. On the Issue Date, Issuer shall cause to be delivered an opinion of Bond Counsel as to the due authorization, validity and enforceability of the Bond, the federal and state tax exemption of interest on the Bond, and the Bond being issued as a qualified tax-exempt obligation under Section 265(b)(3) under the Internal Revenue Code of 1986, as amended (the "Code"), with such changes therein as may be approved by Lender.

(d) Beginning with the fiscal year ended June 30, 2023, the Issuer will provide the Owner with a copy of the audited financial statements of the Issuer (the "Audit") within 360 days of the end of its fiscal year, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant; provided that in the event the Audit is not available within 360 days after the close of the fiscal year, the Issuer will furnish unaudited financial statements to the Owner within such period as provided herein and will then supply the Audit immediately upon the availability thereof. In addition, the Issuer will provide the Owner with (i) a copy of its final annual budget for each fiscal year within 30 days of adoption thereof by its governing body and (ii) such other financial or public information as the Owner may from time-to-time reasonably request. The Issuer further agrees that it will permit the Owner or its agents and representatives to inspect the Issuer's books and records and make extracts therefrom at its own expense during regular business hours and in a manner which will not disrupt normal business operations of the Issuer. So long as the Lender or an affiliate is the Owner of the Bond, the Issuer may deliver the Audit in electronic .PDF format. In the event the Audit is filed on the MSRB's "EMMA" website, to satisfy this requirement the Issuer may email a link to the posted Audit within such 360-day period. The electronic Audit or EMMA link may be sent to the following email address (or such other address as supplied to the Issuer in writing): publicfinance@websterbank.com.

(e) The Issuer shall maintain property and casualty insurance coverage in the amount of at least $1,000,000 per occurrence for each property and bodily injury liability, with an aggregate amount of at least $3,000,000 during the term of this Agreement.

(f) The Issuer will expend the proceeds of the Bond on costs and expenses of the Project for which the Issuer may expend Bond proceeds under the Authorizing Statute.

(g) The Issuer will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including, without limitation, Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest on the Bond. The Issuer covenants and agrees that it will use the proceeds of the Bond as soon as practicable and with all reasonable dispatch for the purpose for which the Bond has been issued, and that no part of the proceeds of the Bond shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Bond, would have caused the Bond to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Bond. In furtherance of the covenant contained in the preceding sentence, the Issuer agrees to comply with the tax compliance certificate delivered on the Issue Date and the provisions of Section 141 through 150 of the Code, as applicable.

(h) The Issuer designates the Bond as a "qualified tax-exempt obligation" for the purpose of Section 265(b)(3) of the Code. The Issuer represents and covenants as follows:

  i. The Issuer will in no event designate more than $10,000,000 of obligations as qualified tax-exempt obligations in calendar year 2023, including the Bond, for the purpose of such Section 265(b)(3);

  ii. The Issuer, all its "subordinate entities," within the meaning of such Section 265(b)(3), and all entities which issue tax-exempt obligations on behalf of the Issuer and its subordinate entities have not authorized, in the aggregate, more than $10,000,000 of tax- exempt obligations to be issued in calendar year 2023 (not including "private activity bonds," within the meaning of Section 141 of the Code, other than "qualified 501(c)(3) bonds," within the meaning of Section 145 of the Code), including the Bond;

iii. Barring circumstances unforeseen as of the date of delivery of the Bond, the Issuer will not issue tax-exempt obligations itself or approve the issuance of tax-exempt obligations of any of such other entities if the issuance of such tax-exempt obligations would, when aggregated with all other tax-exempt obligations theretofore issued by the Issuer and such other entities in calendar year 2023, result in the Issuer and such other entities having issued a total of more than $10,000,000 of tax-exempt obligations in calendar year 2023 (not including private activity bonds other than qualified 50l(c)(3) bonds), including the Bond; and

iv. The Issuer has no reason to believe that the Issuer and such other entities will issue tax-exempt obligations in calendar year 2023 in an aggregate amount that will exceed such $10,000,000 limit;

provided, however, that if the Issuer receives an opinion of Bond Counsel that compliance with any covenant set forth in (i) or (iii) above is not required for the Bond to be a qualified tax-exempt obligation, the Issuer need not comply with such covenant.

(i) In connection with the Issuer's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by the Issuer on and after April 6, 2023, pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), the Lender acknowledges that the Issuer may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice that the Issuer has incurred obligations hereunder and notice of certain subsequent events reflecting financial difficulties in connection with the Bond. The Issuer agrees that it shall not file or submit, or permit to be filed or submitted, with EMMA any documentation that includes the following unredacted sensitive or confidential information about the Lender or its affiliates: address and account information of the Lender or its affiliate, e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Lender or its affiliates, unless otherwise required for compliance with the Rule or otherwise required by law. The Issuer acknowledges that the Lender is not responsible for the Issuer's compliance or noncompliance with the Rule or any Continuing Disclosure Agreement.

(j) The issuance of the Bond and the execution, delivery and performance of this Agreement and compliance with the provisions thereof by Issuer does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Issuer is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Issuer or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Issuer or to which it is subject.

Section 3.2 **Representations and Covenants of Lender**. The Lender, as the initial registered Owner of the Bond, makes the following representations as the basis for its undertakings hereunder:

(a) The Lender acknowledges that the Bond is being sold to the Lender in reliance on the registration exemption contained in Section 3(a)(2) of the Securities Act of 1933 and, as such, is not being registered with the Securities Exchange Commission. The Lender represents that the Bond is being acquired for the Lender's own loan account; provided, however, the Lender acting as agent, and, further, acting on its own, without any expense or any liability to the Issuer, may place the Bond, or any portion thereof representing beneficial ownership interests therein, with qualified investors. In such event, notwithstanding anything to the contrary contained herein, the Lender shall be fully responsible for compliance with the Securities Act of 1933, including rules and regulations promulgated by the Securities and Exchange Commission thereunder, and any other applicable federal or state laws, in connection with dividing its participation with others or any resale or any distribution of all or any portion of the Bond, including any expenses, costs or other liabilities associated therewith. The Lender acknowledges and agrees that the Issuer shall not be responsible for, or have any liability or other expense in connection with any adverse effect, upon the tax-exempt status of the Bond in connection with the Lender's dividing its participation with others or any resale or any distribution of all or any portion of the Bond. Furthermore, the Issuer makes no representations as to the tax-exempt status of any "stripped" securities or other marketing by the Lender of the respective components of the Bond, and the Lender, as the initial registered Owner of the Bond, shall be responsible and liable therefor.

(b) The Lender agrees that any sale, assignment or transfer of the Bond, if any, including any participation therein, that may occur in the future, would be undertaken only after notice to the Issuer and pursuant to applicable federal and state securities and tax laws. The Lender hereby notifies the Issuer, and the Issuer hereby acknowledges such notification, that simultaneously with the execution and delivery of the Bond, the Lender will enter into a participation agreement with Sterling National Funding Corp., a New York corporation and wholly-owned subsidiary of the Lender ("SNFC"), whereby the Lender will sell to SNFC a 100% participation interest in the Bond at par. The Lender will continue to be the registered Owner of the Bond.

(c) The Lender agrees that before any sale, assignment or transfer of the Bond, it shall indicate in writing upon the Bond the principal amount of all principal payments, if any, which have been made thereon and the last day to which interest has been paid. Nothing contained herein shall operate to postpone the date on which, or change the form in which, principal, premium, if any, or interest is payable under the terms of the Bond, or shall impair the obligation of the Issuer to make payments as required by the Bond, all in accordance with the terms and provisions thereof.

Section 3.3 **Conditions.** Lender's obligation to extend credit as evidenced by its purchase of the Bond on the Issue Date is subject to satisfaction of the following conditions:

(a) Lender shall have received a certified copy of the duly authorized Resolution;

(b) Lender shall have received an original of this Agreement and the Bond, duly executed by Issuer in accordance with the Resolution;

(c) Lender shall have received an opinion of Bond Counsel, in form and substance satisfactory to Lender's counsel, to the effect that:

i. The Bond has been authorized and issued in accordance with the Constitution and laws of the State;

ii. the Resolution, this Agreement, and the Bond are valid and legally binding obligations of Issuer, enforceable against Issuer in accordance with their terms, except to the extent that enforceability may be limited by or rendered ineffective by (A) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally; (B) the application of equitable principles and the exercise of judicial discretion in appropriate cases; (C) common law and statutes affecting the enforceability of contractual obligations generally; and (D) principles of public policy concerning, affecting or limiting the enforcement of rights or remedies against governmental entities such as Issuer;

iii. the interest payable on the Bond is excludable from gross income under the Code;

iv. the Bond is not a "private activity bond" within the meaning of Section 141 of the Code, and

v. the Bond is a qualified tax-exempt obligation under Section 265(b)(3)(B) of the Code;

(d) Lender shall have received a certificate from its local counsel that the Issuer is not subject to any litigation that could have a material adverse impact on Issuer's financial condition, the validity and enforceability of the Bond, this Agreement or any of the transactions contemplated thereby.

(e) Lender shall have received the certificate of a duly authorized representative of Issuer to the effect that:

i. there is no action, suit, proceeding, or investigation at law or in equity before or by any court or government, city or body pending or, to the best of the knowledge of Issuer, threatened against Issuer to restrain or enjoin the adoption of the Resolution or the execution and delivery of this Agreement or the issuance of the Bond, or the collection and application of funds as contemplated by this Agreement and the Bond, which in the reasonable judgment of Issuer, would have a material and adverse effect on the ability of Issuer to pay amounts due under the Bond, and

ii. the adoption of the Resolution and the execution and delivery of this Agreement and the Bond do not and will not conflict in any material respect with or constitute on the part of Issuer a breach of or default under any law, charter provision, court decree, administrative regulation, resolution, ordinance, or other agreement or instrument to which Issuer is a party or by which it is bound;

(f) Lender shall have received such additional legal opinions, certificates, proceedings, instruments, or other documents as Lender or Bond Counsel may reasonably request to evidence compliance by Issuer with the legal requirements for adoption of the Resolution, execution and delivery of this Agreement, issuance of the Bond and the due performance or satisfaction by Issuer of all agreements then to be performed and all conditions then to be satisfied by Issuer.

(g) Issuer shall have timely filed or caused to have filed a Form 8038-G memorializing the reporting information regarding the issuance of the Bond.

(h) Issuer shall have satisfied all of Lender's required conditions precedent to closing.

ARTICLE IV. PAYMENT AND SECURITY

Section 4.1 **Payment of Bond.** The Issuer shall promptly pay the principal of, and interest and premium, if any, on the Bond in lawful money of the United States of America, in such amounts and on such dates as described in this Agreement and the Bond. The Issuer shall pay the Owner a charge on any delinquent payments in an amount sufficient to cover all additional costs and expenses incurred by the Owner from such delinquent payment. In addition, if not received within 10 days of the due date, the Issuer shall pay a late charge of five percent (5%) on all delinquent payments of principal of and interest and premium, if any, on the Bond, and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

Section 4.2 **Tax Collection**. Until full payment and performance of all obligations of Issuer under the Bond and this Agreement, the Issuer will take all action necessary to ensure that a sufficient portion of its tax and other revenues collected during the current year are set aside or otherwise made available for payment of the Bond in accordance with its terms. Issuer certifies that the principal amount of the Bond does not exceed the anticipated taxes and revenues of Issuer for the current year.

Section 4.3 **Use of Proceeds**. Unless otherwise waived by the Lender, the Issuer shall use the Bond proceeds consistent with the terms of this Agreement and to accomplish the Project.

Section 4.4 **Full Faith and Credit.** The full faith and credit of Issuer is irrevocably pledged for the payment of the principal of, and premium, if any, and interest on the Bond and all other payment obligations under this Agreement. Unless other funds are lawfully available and appropriated for timely payment of the Bond and all other payment obligations under this Agreement, Issuer shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in Issuer sufficient to pay when due the principal of and premium, if any, and interest on the Bond and all other payment obligations under this Agreement.

Section 4.5 **Obligations Absolute**. To the extent permitted by law, the obligations of Issuer to make the payments required under the Bond and this Agreement and to perform and observe the other agreements on its part contained in the Bond and this Agreement shall be absolute and unconditional and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever while any portion of the Bond remains unpaid regardless of any contingency, act of God, event or cause whatsoever. Issuer shall pay absolutely the amounts required to be paid hereunder and under the Bond, regardless of any rights of set-off, recoupment, abatement or counterclaim that Issuer might otherwise have against Lender, its successors or assigns or any other party or parties.

Section 4.6 **Agreement to Survive**. The provisions of this Agreement will survive the issuance of the Bond and the payment of the purchase price therefor. This Agreement will terminate upon the payment in full of all amounts due under the Bond and this Agreement, provided that any prepayment is undertaken in accordance with Section 2.4 of this Agreement and further provided that Section 5.3 of this Agreement will survive its termination.

ARTICLE V. ASSIGNMENT; RISK OF LOSS

Section 5.1 **Assignment by Owner**. The Issuer expressly acknowledges that this Agreement and the Bond, including (without limitation) the right to receive payments required to be made by the Issuer hereunder and to compel or otherwise enforce performance by the Issuer of its other obligations hereunder, may be transferred, assigned and reassigned to one or more assignees or subassignees by the Lender at any time subsequent to their execution without the necessity of obtaining the consent of the Issuer to (i) an affiliate of the Owner or (ii) banks, insurance companies or other financial institutions and their affiliates. Nothing herein shall limit the right of the Owner or its assignees to sell or assign participation interests in the Bond to one or more entities listed in (i) or (ii) of this paragraph. Any assignment by the Owner shall be deemed, without any further action, to assign the Owner's interest in this Agreement. Issuer agrees to execute all documents, including notices of assignment that may be reasonably requested by the Owner or any assignee to evidence any such assignment or reassignment, including without limitation the issuance of a new Bond of like tenor registered in the name of the assignee upon surrender of the old Bond. If the Bond is lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to Issuer, and Issuer shall execute and deliver a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen, upon receipt of a written request from the Owner reasonably satisfactory to Issuer.

Section 5.2 **Assignment by Issuer**. NONE OF ISSUER'S OBLIGATIONS UNDER THE BOND OR THIS AGREEMENT MAY BE ASSIGNED BY ISSUER FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF THE OWNER.

Section 5.3 **Risk of Loss Covenants**. As between the Owner and the Issuer, and to the extent permitted by law, Issuer shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Bond or this Agreement, including, but not limited to, the loss of federal tax exemption of the interest on the Bond, except that Issuer shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from the gross negligence or willful misconduct of the Owner. If the Owner of the Bond either (i) receives notice, in any form, from the Internal Revenue Service or (ii) reasonably determines, based on an opinion of independent and nationally recognized tax counsel selected by the Owner, that interest paid under the Bond is no longer exempt from gross income for federal income tax purposes (each an "Event of Taxability"), the Issuer shall pay to the Owner upon demand an amount which, with respect to payments previously paid under this Agreement and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed through the date of such event), will restore to the Owner to its after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of payments under this Agreement and reinvestment at the after-tax yield rate) on the transaction evidenced by the Bond through the date of such.

ARTICLE VI. DEFAULT

Section 6.1 **Events of Default Defined**. Any of the following shall constitute an "Event of Default" under this Agreement:

(a) Failure by Issuer to make any payment of principal of, or interest or premium on, the Bond, or other payment required to be paid under this Agreement, at the time specified therein;

(b) Failure by Issuer to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Bond or this Agreement, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Issuer by the Owner, unless the Owner shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, the Owner will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Issuer within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Issuer in this Agreement or the Bond shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Issuer shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Issuer, or of all or a substantial part of the assets of Issuer, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Issuer in any bankruptcy, reorganization or insolvency proceeding;

(e) Issuer shall default on any of its indebtedness issued (including any leases, liens, loans or other obligations subject to the annual appropriation of funds) whether or not on a parity basis with the Bond, which indebtedness remains uncured after any applicable cure period permitted by such indebtedness; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Issuer or of all or a substantial part of the assets of Issuer, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

Section 6.2 **Remedies on Default**. If an Event of Default shall have occurred, the Owner may proceed against the Issuer and its agents, officers and employees to protect and enforce the rights of the Owner under the Bond and this Agreement by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained in the Bond or in this Agreement, or in an award of execution of any power herein granted for the enforcement of any proper, legal or equitable remedy as the Owner may deem most effectual to protect and to enforce its rights under the Bond or this Agreement, or to enjoin any act or thing which may be unlawful or in violation of any right of the Owner under the Bond or this Agreement, or to require the Issuer to act as if it were the trustee of an express trust, or any combination of such remedies. While any Event of Default exists, the unpaid principal amount of the Bond shall, at the Owner's election, bear interest at the rate of 12 percent per annum or the maximum rate permitted by applicable law, whichever is less.

Section 6.3 **No Remedy Exclusive**. No remedy conferred upon or reserved to the Owner in this Agreement or the Bond is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or the Bond now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Owner to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 6.4 **Costs and Attorney Fees**. Upon the occurrence of an Event of Default by Issuer in the performance of any term of this Agreement or the Bond, Issuer agrees to pay to the Owner or reimburse the Owner for, in addition to all other amounts due hereunder, all of Lender's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Issuer, and shall bear interest at the rate of nine percent (9.00%) per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement or the Bond, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE VII. MISCELLANEOUS

Section 7.1 **Notices**. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, or by overnight courier to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Issuer.

Section 7.2 **Anti-Money, Laundering, Bank Secrecy and Patriot Act Compliance**. The Issuer agrees to observe and comply, to the extent applicable, with all anti-money laundering laws, rules and regulations including, without limitation, regulations issued by the Office of Foreign Assets Control of the United States Department of Treasury and the Financial Crimes Enforcement Network of the U.S. Department of Treasury. The Issuer shall provide to the Owner such information as the Owner may require to enable the Owner to comply with its obligations under the Bank Secrecy Act of 1970, as amended ("BSA"), or any regulations enacted pursuant to the BSA or any regulations, guidance, supervisory directive or order of the New York State Department of Financial Services or Federal Deposit Insurance Corporation. To help the United States government fight funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account or enters into a loan/lease transaction. When an account is opened and from time to time as be required by the Owner's internal policies and procedures, the Owner shall be entitled to ask for such information that will allow it to identify relevant parties. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Owner may ask for documentation to verify its formation and existence as a legal entity. The Owner may also ask to see financial statements, licenses, identification, and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The Parties acknowledge that a portion of the identifying information set forth herein is being requested by the Owner in connection with Title III of the USA Patriot Act, Pub.L. 107-56 (the "Act"), and the Issuer agrees to provide any additional information requested by the Lender in its sole discretion in connection with the Act or any other legislation, regulation, regulatory order or published guidance to which the Owner is subject, in a timely manner.

Section 7.3 **Further Assurances**. Issuer agrees to execute such other and further documents and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of the Owner, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement.

Section 7.4 **Binding Effect**. This Agreement and the Bond shall inure to the benefit of and shall be binding upon the Owner and Issuer and their respective successors and permitted assigns.

Section 7.5 **Severability**. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.6 **Waiver of Jury Trials**. Issuer and Lender hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to the Bond or this Agreement or the actions of Lender or Issuer in the negotiation, administration, performance or enforcement hereof.

Section 7.7 **Amendments, Changes and Modifications**. This Agreement may only be amended in writing by the Owner and Issuer.

Section 7.8 **Execution in Counterparts**. This Agreement hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.9 **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 7.10 **Captions**. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 7.11 **No Fiduciary Relationship**. The Issuer acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Issuer and the Lender in which the Lender is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) the Lender has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto; (iii) the only obligations the Lender has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lender and Issuer have caused this Bond Purchase and Loan Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Lender: Webster Bank, National Association
By:
Name: Kevin C. King
Title: Senior Managing Director

Address for Notice:
Webster Bank, National Association
360 Lexington Ave., 5th Floor
New York, NY 10017
Telephone: (704) 287-4493
Attention: Public Sector Finance (publicfinance @websterbank.com)

Issuer: Town of Front Royal, Virginia
By:
Name: Lori A. Cockrell
Title: Mayor

Attest: By:
Name: Joseph E. Waltz
Title: Town Manager

Address for Notice:
102 E Main Street
Front Royal, VA 22630
Telephone: (540) 635-8007
Attention: Town Manager

ATTACHMENT 1

Form of Bond

[See Transcript Tab 3]

CERTIFICATE OF THE CLERK OF THE
TOWN OF FRONT ROYAL, VIRGINIA

The undersigned Clerk of the Town of Front Royal, Virginia (the “Town”), certifies that:

1. A meeting of the Council (the “Council”) of the Town was held on March 27, 2023 (the “Meeting”).

2 Attached hereto is a true, correct and complete copy of a resolution (the "Resolution") of the Council entitled "Resolution of the Town Council of the Town of Front Royal, Virginia, Authorizing the Issuance and Sale of its General Obligation Bond, Series 2023 in a Maximum Principal Amount Not to Exceed $2,450,000, and the Execution and Delivery of Certain Documents Prepared in Connection Therewith," as recorded in full in the minutes of the Meeting and duly adopted by a majority of the members of the Council present and voting during the Meeting.

3. A summary of the members of the Council present or absent at the Meeting, and the recorded vote with respect to the Resolution, is set forth below:

			Voting		
Member Name	Present	Absent	Yes	No	Abstaining
Lori A. Cockrell, Mayor					
R. Wayne Sealock, Vice Mayor					
Joshua L. Ingram					
Amber F. Morris					
Melissa DeDomenico-Payne					
H. Bruce Rappaport					
Duane R. "Skip" Rogers					

4. The Resolution has not been repealed, revoked, rescinded or amended, and is in full force and effect on the date hereof.

WITNESS my signature and the seal of the Town, this ____ day of __________, 2023.

(SEAL)

____
Clerk of Town of Front Royal, Virginia

Prepared by: Howard P. Estes, Jr.
Estes Law & Consulting
13207 Broncroft Ct.
Midlothian, VA 23113

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA, AUTHORIZING THE ISSUANCE AND SALE OF ITS GENERAL OBLIGATION BOND, SERIES 2023 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $2,450,000, AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS PREPARED IN CONNECTION THEREWITH

WHEREAS, the Town of Front Royal, Virginia (the "Town"), has determined that it is advisable and in the interest of the Town to finance infrastructure costs for planning, design, landscaping, construction, renovation, furnishing and equipping of the Town's Fleet Maintenance Building, a one-story pre-engineered metal building, together with related administrative and financing costs ("the Project"); and

WHEREAS, the Town intends to finance the Project through the issuance of its general obligation bond under such terms, limitations and conditions as set forth in this Resolution; and

WHEREAS, the Council has previously received a proposal from VML/VACO Finance to solicit proposals from banking institutions and received a proposal from Webster Bank, National Association (the "Lender") to purchase the Bond (as defined below); and

WHEREAS, after such solicitation, staff recommends the proposal from the Lender for the loan and the sale of the Town's general obligation bond to the Lender in accordance with the terms of a Bond Purchase and Loan Agreement between the Lender and the Town (the "Agreement"), the form of which has been presented to this meeting;

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

1. Issuance of Bond and Use of Proceeds. Pursuant to the Constitution of the Commonwealth of Virginia and the Public Finance Act of 1991, as amended (the "Public Finance Act"), Title 15.2, Chapter 26 of the Code of Virginia of 1950, as amended (the "Virginia Code") and without regard to any requirements or restrictions contained in any charter or special act of the Town, the Council hereby authorizes the issuance and sale of a general obligation bond of the Town in an aggregate principal amount set forth below, together with other monies of the Town, to provide funds to finance the Project.

2. Authorization of Bond Purchase and Loan Agreement. The form of the Bond Purchase and Loan Agreement submitted to this meeting is hereby approved. The Mayor and the Town Manager, each of whom may act (each an "Authorized Signatory"), are authorized to execute the Agreement in substantially such form, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by such official, whose approval shall be evidenced conclusively by the execution and delivery thereof. The issuance and sale of the bond to the Lender shall be upon the terms and conditions of the Agreement. The proceeds of such bond shall be applied in the manner set forth in the Agreement. All capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Agreement.

3. **Bond Details.** The bond shall be issued as a single, fully registered bond, shall be designated “General Obligation Bond, Series 2023” (the “Bond”), shall be numbered R-1, and shall be in substantially the form of Exhibit A to this Resolution as hereby approved, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the officers signing such Bond. The Council authorizes the issuance and sale of the Bond on such terms as shall be satisfactory to the Authorized Signatory; provided however, that the Bond (a) shall be in a principal amount not to exceed $2,450,000; (b) shall mature no later than March 1, 2043; and (c) shall bear interest on the outstanding principal balance thereof at a rate of interest approved by the Authorized Signatory, with such rate to not exceed 4.345% (provided that default interest may be payable at a rate in excess thereof as provided in the Agreement and the rate may adjust as provided in the Bond and the Agreement), shall accrue certain other ongoing costs and expenses upon the terms and conditions described in the Agreement. As set forth in the Agreement, the Town agrees to pay any applicable late payment or similar costs and expenses described therein. Subject to the preceding terms, the Council further authorizes the Authorized Signatory to determine the final terms, purchase price, initial interest rate, interest rate adjustment provisions, maturity date, and amortization schedule of the Bond. No further action shall be necessary on the part of the Town so long as such provisions are within the limits prescribed in this Resolution.

4. **Payment and Redemption Provisions.** The principal of and premium, if any, and interest on the Bond shall be payable as set forth in the Bond and the Agreement. The Bond shall be subject to redemption on the terms set forth in the Agreement. The principal of and premium, if any, and interest on the Bond shall be payable via wire transfer in lawful money of the United States of America, without presentation or surrender.

5. **Execution and Form of Bond.** The Bond shall be signed by the Mayor or Vice-Mayor and the Town’s seal shall be affixed thereon and attested by the Clerk or Assistant Clerk of the Town. The Bond shall be issued as a typewritten bond in substantially the form of Exhibit A, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the Authorized Signatory, whose approval shall be evidenced conclusively by the execution and delivery of the Bond.

6. **Pledge of Full Faith and Credit.** The full faith and credit of the Town are hereby irrevocably pledged for the payment of principal of and premium, if any, and interest on the Bond. Unless other funds are lawfully available and appropriated for timely payment of the Bond, the Council shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the Town sufficient to pay when due the principal of and premium, if any, and interest on the Bond.

7. **Preparation of Printed Bond; Mutilated or Destroyed Bond.** The printed Bond may be executed by manual or facsimile signature of the Mayor or Vice-Mayor, the Town’s seal affixed thereto and attested by the Clerk or Deputy Clerk of the Town; provided, however, that if both such signatures are facsimiles, the Bond shall not be valid until it has been authenticated by the manual signature of the Registrar and the date of authentication noted thereon. If the Bond has been mutilated, lost or destroyed, the Town shall execute and deliver a new Bond of like date and tenor in exchange and substitution for, and upon cancellation of, such mutilated Bond or in lieu of and in substitution for such lost or destroyed Bond; provided, however, that the Town shall so execute and deliver only if the registered owner has paid the reasonable expenses and charges of the Town in connection therewith and, in the case of a lost or destroyed Bond has filed with the Town an affidavit reasonably satisfactory to the Town that such Bond was lost or destroyed. The Bond surrendered in any such exchange shall be canceled.

8. Registration and Transfer of the Bond. The Town appoints the Director of Finance as registrar (the "Registrar") for the Bond and shall maintain registration books for the registration and registration of any transfer of the Bond. Upon surrender of the Bond at the office of the Registrar, together with an assignment duly executed by the registered owner or its duly authorized attorney or legal representative in such form as shall be reasonably satisfactory to the Registrar, the Town shall execute, and the Registrar shall authenticate and deliver in exchange, a new Bond having an equal aggregate principal amount, of the same form and maturity, bearing interest at the same rate and registered in such name as requested by the then registered owner or its duly authorized attorney or legal representative. Any such exchange shall be at the expense of the Town, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

The Registrar shall treat the registered owner as the person or entity exclusively entitled to payment of principal, interest and premium, if any, and the exercise of all other rights and powers of the owner of the Bond, except that regular installments shall be paid to the person or entity shown as owner on the registration books on the fifteenth day of the month preceding each payment date.

9. Delivery of Bond. The Mayor or Vice-Mayor and Clerk of the Town are authorized and directed to take all proper steps to have the Bond prepared and executed in accordance with its terms and to deliver it to the Lender as set forth in the Agreement.

10. Tax Provisions. The Town covenants that it shall not take or omit to take any action the taking or omission of which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and regulations issued pursuant thereto (the "Code"), or otherwise cause interest on the Bond to be includable in the gross income of the registered owner thereof under existing law. Without limiting the generality of the foregoing, the Town shall comply with any provision of law that may require the Town at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Bond, unless the Town receives an opinion of nationally recognized bond counsel that such compliance is not required to prevent interest on the Bond from being included in the gross income for federal income tax purposes of the registered owners thereof under existing law. The Town shall pay any such required rebate from legally available funds. The Authorized Signatories, either of whom may act, are authorized to execute a Tax Compliance Agreement or any related document (the "Tax Documents") on behalf of the Town, setting forth the expected use and investment of the proceeds of the Bond and covenants of the Town regarding compliance with provisions of the Code governing obligations the interest on which is excluded from gross income for purposes of federal income taxation. Further, the Town covenants that it shall at all times conduct or cause to be conducted the use of, or the expenditure of, the proceeds from the issuance of the Bond so as not to permit more than the five percent (5%) for Nonexempt Uses, as that term is used in the Section 141 of the Code.

11. **Bank-Qualification Designation**. The Town designates the Bond as a "qualified tax-exempt obligation" for the purpose of Section 265(b)(3) of the Code. The Town represents and covenants as follows:

(a) The Town will in no event designate more than $10,000,000 of obligations as qualified tax-exempt obligations in calendar year 2023, including the Bond, for the purpose of such Section 265(b)(3);

(b) The Town, all its "subordinate entities," within the meaning of such Section 265(b)(3), and all entities which issue tax-exempt obligations on behalf of the Town and its subordinate entities have not authorized, in the aggregate, more than $10,000,000 of tax- exempt obligations to be issued in calendar year 2023 (not including "private activity bonds," within the meaning of Section 141 of the Code, other than "qualified 501(c)(3) bonds," within the meaning of Section 145 of the Code), including the Bond;

(c) Barring circumstances unforeseen as of the date of delivery of the Bond, the Town will not issue tax-exempt obligations itself or approve the issuance of tax-exempt obligations of any of such other entities if the issuance of such tax-exempt obligations would, when aggregated with all other tax-exempt obligations theretofore issued by the Town and such other entities in calendar year 2023, result in the Town and such other entities having issued a total of more than $10,000,000 of tax-exempt obligations in calendar year 2023 (not including private activity bonds other than qualified 50l(c)(3) bonds), including the Bond; and

(d) The Town has no reason to believe that the Town and such other entities will issue tax-exempt obligations in calendar year 2023 in an aggregate amount that will exceed such $10,000,000 limit;

provided, however, that if the Town receives an opinion of nationally recognized bond counsel that compliance with any covenant set forth in (a) or (c) above is not required for the Bond to be a qualified tax-exempt obligation, the Town need not comply with such covenant.

12. **Tax and Other Documents**. Each of the Authorized Signatories are authorized and directed to execute and deliver an IRS Form 8038-G in a form approved by such officers and the Town's bond counsel.

13. **Election to Apply Public Finance Act.** Pursuant to Section 15.2-2601 of the Virginia Code, it is hereby elected to have the Public Finance Act apply to the Bond exclusively without regard to any charter or local act that might otherwise apply.

14. **Limitation of Liability of Officials of Town**. No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of an officer, employee, member of Council, or agent of the Town in his or her individual capacity, and no officer of the Town or member of Council executing the Bond shall be liable personally on the Bond or be subject to any personal liability or accountability by reason of the issuance thereof. No officer, employee or agent of the Town shall incur any personal liability with respect to any other action taken by him or her pursuant to this resolution provided he or she acts in good faith.

15. Other Actions. All other actions of officials of the Town in conformity with the purposes and intent of this Resolution and the Agreement and in furtherance of the issuance and sale of the Bond are ratified, approved and confirmed. The officials of the Town are authorized and directed to execute and deliver on behalf of the Town such agreements and other instruments, documents or certificates, and to do and perform such things and acts, as they shall deem necessary or appropriate to carry out the transactions authorized by this Resolution or contemplated by the Bond or the Agreement, and all of the foregoing, previously done or performed by such officers of the Town, are in all respects approved, ratified and confirmed.

16. Headings. Any headings in this resolution are solely for convenience of reference and shall not constitute a part of the resolution nor shall they affect its meaning, construction or effect.

17. Constitutional Authority and Severability. The Bond shall be issued under the provisions of Article VII, Section 10(a) of the Constitution of Virginia. The principal of and interest on the Bond shall be payable from ad valorem taxes to be levied without limitation as to rate or amount on all property in the Town subject to taxation, to the extent other funds of the Town are not lawfully available and appropriated for such purpose. If any court of competent jurisdiction shall hold any provision of this Resolution to be invalid and unenforceable, such holding shall not invalidate any other provision hereof.

18. Filing of Resolution. The Authorized Signatory and Clerk to the Town are authorized and directed to see to the prompt filing of a certified copy of this Resolution in the Circuit Court having jurisdiction over the Town, in accordance with Sections 15.2-2607 and 15.2-2627 of the Public Finance Act.

19. Effective Date. This Resolution shall take effect immediately.

Adopted: March 27, 2023.

____
Mayor of the Town of Front Royal, Virginia

ATTEST:

____
Clerk of the Town of Front Royal, Virginia

EXHIBIT A

(Form of Bond)

Interest on this bond is intended by the issuer hereof to be exempt from gross income for federal income tax purposes.

REGISTERED **DATED DATE: April 6, 2023**

R-1 **MATURITY DATE: March 1, 2043**

UNITED STATES OF AMERICA

COMMONWEALTH OF VIRGINIA

TOWN OF FRONT ROYAL

$2,450,000
GENERAL OBLIGATION BOND
SERIES 2023

THE TOWN OF FRONT ROYAL, VIRGINIA (the "Town"), for value received, acknowledges itself indebted and promises to pay to **WEBSTER BANK, NATIONAL ASSOCIATION** (the "Lender" or the "registered owner"), its registered assigns or legal representative, the principal amount of:

TWO MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS ($2,450,000)

on or before March 1, 2043, together with interest on the outstanding principal amount of this Bond at a rate of 4.345% per year, calculated on the basis of a 360-day year of twelve 30-day months, subject to adjustment as provided herein and in the Bond Purchase and Loan Agreement dated as of April 1, 2023 (the "Agreement"), between the Town and the Lender. Principal and interest on this Bond shall be payable in semi-annual installments. Principal shall be payable in the amounts and on the dates set forth in Schedule I attached hereto which is incorporated herein by this reference. Accrued and unpaid interest on this Bond shall be payable on each principal payment date.

If any installment of principal of and interest on this Bond is not paid to the registered owner of this Bond on its due date, the Town shall pay to the registered owner a late payment charge in an amount equal to five percent (5.00%) of the overdue installment. Principal and other sums hereunder are payable in lawful money of the United States.

Subject to the provisions of the Agreement, between the Lender and the Town, so long as this Bond is held by the Lender or its registered assigns or legal representative, principal and interest are payable (without presentation or surrender) by wire transfer, automated clearing house, check or draft sent to the registered owner of this Bond at the address that appears on the registration books kept by the Director of Finance of the Town, who has been appointed registrar and paying agent, or any successor bank or trust company (the “Registrar”). Principal of and premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America. In case any payment date on this Bond shall not be a Business Day (as defined below), then payment of principal, premium, if any, and interest need not be made on such date, but may be made on the next succeeding Business Day, and, if made on such next succeeding Business Day, no additional interest shall accrue for the period after such payment date. “Business Day” means any Monday, Tuesday, Wednesday, Thursday or Friday on which commercial banking institutions generally are open for business in New York and Virginia. If an Event of Default has occurred and is continuing under the Agreement, the unpaid principal amount of this Bond shall bear interest at the rate of twelve percent (12.00%) per annum or the maximum rate permitted under applicable law, whichever is less.

This Bond has been authorized by a resolution adopted by the Council of the Town on March 27, 2023 (the “Bond Resolution”) and is issued pursuant to the Constitution and the Public Finance Act of 1991 of the Commonwealth of Virginia, and the Agreement. Proceeds of this Bond will be used to provide funds to finance infrastructure costs for planning, design, landscaping, construction, renovation, furnishing and equipping of the Town’s Fleet Maintenance Building, a one-story pre-engineered metal building, together with related administrative and financing costs incurred in issuing this Bond.

The full faith and credit of the Town are irrevocably pledged for the payment of principal of and interest and premium, if any, on this Bond and the performance of the Town’s obligations under the Agreement. Unless other funds are lawfully available and appropriated for timely payment of this Bond, the Council of the Town shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the Town sufficient to pay when due the principal of and interest and premium, if any, on this Bond.

This Bond is designated by the Town as a qualified tax-exempt obligation under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the “Code”). Qualified tax-exempt obligations are commonly referred to as "bank qualified bonds." The Town covenants and agrees that it will comply with the exception to the provisions of Section 265 of the Code in order that this Bond may qualify as a qualified tax-exempt obligation.

Notwithstanding anything in this Bond to the contrary, in addition to the payments of the principal, premium, if any, and interest provided for by this Bond, the Town shall also pay such additional amounts, if any, which may be necessary to provide for payment in full of all amounts due under the Agreement.

This Bond may be redeemed at the option of the Town upon the terms and conditions set forth in the Agreement. Capitalized terms used herein and not defined shall have the meaning as set forth in the Agreement.

Transfer of this Bond may be registered upon the registration books of the Registrar. The Registrar shall treat the registered owner as the person exclusively entitled to payment of principal, premium, if any, and interest on this Bond and the exercise of all other rights and powers of the owner hereof; provided that the regular installment payments of principal and interest shall be made to the person shown as the owner on the fifteenth day of the month preceding each payment date.

The holder of this Bond shall not be required to present or surrender this Bond as a condition of receiving payment due hereunder.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or to be performed precedent to and in the issuance of this Bond have happened, exist and have been performed, and this Bond, together with all other indebtedness of the Town, is within every debt and other limitation prescribed by the Constitution and statutes of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Town has caused this Bond to be signed by its Mayor and the seal of the Town to be affixed hereto and attested by the Clerk of the Town, and this Bond to be dated the date first above written.

(SEAL)

____
Mayor of the Town of Front Royal, Virginia

ATTEST:

____
Clerk of the Town of Front Royal, Virginia

SCHEDULE I

TOWN OF FRONT ROYAL, VIRGINIA
GENERAL OBLIGATION BOND
SERIES 2023

[to be completed at closing]

TOWN OF FRONT ROYAL, VIRGINIA

$2,450,000
GENERAL OBLIGATION BOND
SERIES 2023

BOND DOCUMENT TRANSCRIPT
April 6, 2023

1. Term Sheet of Signature Public Funding Corp., March 2, 2023
2. Bond Purchase and Loan Agreement
3. Specimen Bond
   (a) Debt Service Schedule
4. Closing Certificate of the Town, with Exhibits
   (a) Notice of Public Hearing, Certification
   (b) Bond Resolution adopted March 27, 2023
5. Certificate and Receipt of the Clerk of the Circuit Court
6. Certificate of Authentication
7. Certificate as to Existing Indebtedness
8. Certificate of Town Attorney
9. Receipt for Proceeds
10. Borrower IRS Form 8038-G and Evidence of Filing
11. Nonarbitrage and Tax Compliance Certificate
12. Opinion of Estes Law & Consulting, Bond Counsel
13. Closing Memo of VML/VACo Finance

VML/VACo Finance
Town of Front Royal, Virginia
General Obligation Bond, Series 2023
Tax-Exempt and Bank Qualified
Construction Financing – Fleet Maintenance Building & Equipment

Preliminary Timeline

Date	**Action**
February 17th	VML/VACo Finance issues Request for Proposals
March 2nd	• Proposals due from Banks • VML/VACo Finance presents results of proposals to Town staff
March 2nd – March 10th	Bond Counsel prepares financing documents
March 6th	Town Council reviews RFP results and discusses advertising a public hearing notice at Work Session
March 10th	• First public notice of intent to finance in a local newspaper not more than 21 days before public hearing on March 27th • Bond counsel circulates draft financing documents to bank, Town staff, and VML/VACo Finance for review
March 14th	Comments due to Bond Counsel on financing documents
March 17th	• Second notice published not less than six days before public hearing on March 27th • Bond Counsel sends final financing documents for consideration at the Town Council Meeting/Public Hearing on March 27th

March 27th	• Town Council holds public hearing • Town Council considers resolution authorizing the financing
March 30th	Executed documents returned to Bond Counsel
April 6th	Tentative closing date

VML VACo FINANCE
8 E. Canal Street, Suite 100
Richmond, Virginia 23219
(804) 648-0635

Taylor Bryant
Deputy Director

March 3, 2023

MEMORANDUM

To: BJ Wilson, Finance Director, Town of Front Royal, Virginia

From: Taylor Bryant, Deputy Director

Re: VML/VACo Finance – Town of Front Royal, Virginia
Preliminary Analysis of Financing Proposals for Fleet Maintenance Building Construction

We are pleased to present the results of our request for financing proposals related to the Town of Front Royal, Virginia's (the "Town") General Obligation Bond, Series 2023. VML/VACo Finance solicited bids from dozens of banks, including local, regional, and national financial institutions. We received 5 proposals; Webster Bank submitted the winning proposal with an interest rate of 4.345%, fixed through maturity. Key Government Finance submitted the cover bid with an interest rate of 4.775% fixed through maturity.

The preliminary proposed financing terms are highlighted below:

Borrower	Town of Front Royal, Virginia
Municipal Advisor	VML/VACo Finance
Lender	Webster Bank
Purpose	To finance construction of a new fleet maintenance building and related equipment

Security Pledge	General Obligation
Tax Treatment	Tax-exempt and Bank Qualified
Loan Amount (prelim.)	$2,450,000
Interest rate	4.345%, fixed for the 20-year term
Amortization	Amortizing over 20 years with level annual debt service
Principal & Interest Due	Semi-annually on March 1, and September 1, commencing September 1, 2023
Final Maturity	March 1, 2043
Call Provision	Prepayable on any payment date with 30 days' prior written notice based on the following redemption price: Years 1-5: no call Years 6-8: Prepayable with 1% penalty Thereafter: Prepayable with no penalty
Covenants	None noted in Bank's proposed term sheet
Bond Counsel Fee (est.)	$9,000
VML/VACo Finance Fee	$14,500 due at closing *(can be financed or paid separately).*
Bank Legal Fee	None noted. The Lender will use Gilmore & Bell as counsel to review the documents.
Bank Fees	None noted in Bank's proposed term sheet
Expenses	All expenses shall be paid by the Borrower
Anticipated Closing Date	March 30, 2023

Please note that Webster Bank's proposal is subject to final credit approval, legal review and acceptable documentation. To indicate your acceptance of Webster Bank's proposal, please see attached term sheet and sign where indicated.

I will give you a call to follow up and discuss next steps. In the meantime, don't hesitate to call me with any questions.

Thank you.

Cc: Caroline Roberts, VML/VACo Finance

Attachments: Webster Bank Proposal
Preliminary Debt Service Schedule

Mark A. Cargo
Managing Director
Webster Bank
Concord, NC 28027
704-287-4493
Email: mcargo@websterbank.com
Website: www.websterbank.com

March 2, 2023

Front Royal, VA
C/O VML/VACo Finance
Richmond, VA

Project: Tax-Exempt General Obligation

Webster Bank is pleased to present this financing proposal (the "Term Sheet") to the Town of Front Royal, VA in connection with the above-referenced project. Working with Webster Bank several major advantages, including:

- **Experience and Expertise:** Each member of the Webster Bank Public Finance team has significant experience regarding the financing of essential governmental equipment and projects and can help you document your financing in a manner that complies with applicable local laws.

- **Financial Capability:** The Webster Bank Public Finance team is part of Webster Bank, a publicly traded commercial bank, which has the capability of funding tax-exempt financings on a nationwide basis.

- **Reliability:** The Webster Bank Public Finance team prides itself on excellent customer service and the prompt closing of awarded transactions.

- **Simplified Financing Structure**: Webster Bank is proposing to finance 100% of the new fleet maintenance building and associated equipment via a Tax-Exempt GO.

We look forward to working with you and your team on this assignment, and please do not hesitate to contact us with any questions, comments, or concerns. We are positive that you'll enjoy working with SNB.

Very truly yours,

Mark A. Cargo
Managing Director
mcargo@snb.com
www.websterbank.com

Mark A. Cargo
Managing Director
Webster Bank
Concord, NC 28027
704-287-4493
Email: mcargo@websterbank.com
Website: www.websterbank.com

TERM SHEET

TYPE OF FINANCING:	Tax-exempt General Obligation Bond (the "2023 GO" or "GO"), with repayment not subject to annual appropriations, which will enable the Borrower to finance new fleet maintenance building as associated equipment as noted in the RFP. Lender will fund the GO on a private-placement basis.
BORROWER:	Town of Front Royal, VA (the "Town")
LENDER:	Webster Bank, or its designee or assignee
ESCROW OPTION:	The GO proceeds may be funded into an escrow account (the "Escrow Fund"), with disbursements made as needed. The Escrow may be set up with Webster Bank and will be collateralized as require by the State of Virginia. Escrow Fund earnings shall accrue to the benefit of the Borrower.
AMOUNT FINANCED:	Approximately $2,450,000.00
PROJECT/PURPOSE:	The proposed financing will facilitate the construction of a new fleet maintenance building and associated equipment upfitting.
TERM:	Approximately Twenty (20) years, (Exhibit A).
PAYMENT STRUCTURE:	Borrower shall make principal and interest and payments as set forth in Exhibit A
INTEREST RATE:	4.345%
ANTICIPATED CLOSING DATE:	On or before March 30, 2023
INTEREST RATE LOCK:	The Interest Rates quoted above are valid through April 7, 2023.

BANK QUALIFICATION: The GO will be designated as a Bank or Non-Bank Qualified Tax-Exempt (Exhibit A) Obligation under section 265(b) of the Internal Revenue Code of 1986, as amended.

SECURITY: This will be a General Obligation of the Town.

MAINTENANCE & INSURANCE: If applicable, any required maintenance and insurance, if needed, are the responsibility of Borrower. Borrower shall bear all risk of loss or damage to the Building and Equipment and shall be responsible for keeping insurance with companies satisfactory to and for such amounts as required by Lender. Lender and its affiliates, successors and assigns must be named as loss payee and additional insured as applicable on all insurance policies. Evidence of such insurance must be satisfactory to Lender.

PREPAYMENT: Borrower shall have the right to pre-pay the GO on any payment date by paying the Redemption Price, provided that the Borrower gives Lender at least thirty (30) days prior written notice of its intent to do so. The Redemption Price, as a percentage of the then-outstanding GO balance, shall be equal to:

Exhibit A:

Year:	Percentage:
1-5	No Call
6-8	101%
Thereafter	100%

FEES OF LENDER: None. The costs of issuance incurred by Borrower, such as loan counsel fees, are payable by Borrower and may be capitalized into the GO upon request.

DOCUMENTATION: Borrower shall provide documentation for the GO, subject to review & approval by Lender. Borrower shall provide an opinion of legal counsel attesting to the legal, valid, binding, and enforceable nature of the GO. The Lender will use Gilmore & Bell as counsel to review the documents.

ASSIGNMENT: Webster Bank (the "Purchaser/Lender") is purchasing the Loan Obligation as a vehicle for making a commercial loan for its own account with the present intent to hold the Loan Obligation to maturity or earlier prepayment, and without any present intent to distribute or sell any interest therein or portion, provided, however, the Purchaser/Lender reserves the right – without the consent of (but with notice to) the Borrower - to assign, transfer or convey the Loan or any interest therein or portion thereof, but no such assignment, transfer or conveyance shall be effective as against the Borrower, unless and until the Purchaser/Lender has delivered to the Borrower written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to (i) an affiliate of the registered owner of the Loan or (ii) banks, insurance companies or other financial institutions or their affiliates. Nothing in the Loan shall limit the right of the Purchaser/Lender or its assignees to sell or assign participation interests in the Loan to one or more entities listed in (i) or (ii). Webster Bank will sign an Investment Letter.

IRS CIRCULAR 230 DISCLOSURE: Lender and its affiliates do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not written or intended to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with Lender of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.

ADVISORY DISCLOSURE: Webster Bank is not a registered municipal advisor as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act and its related rules and regulations. In providing this Term Sheet, Webster Bank is not providing any advice, advisory services, or recommendations with respect to the structure, timing, terms, or similar matters concerning an issuance of municipal securities. This Term Sheet is a commercial, arms-length proposal that does not create a fiduciary duty by Webster Bank to the Borrower. The Borrower may engage, separately and at its own cost, an advisor to review this Term Sheet and the proposed transaction on the Borrower's behalf.

CREDIT APPROVAL: Although very favorably prescreened, the GO is subject to final credit approval by Webster Bank and the negotiation of mutually acceptable documentation. For due diligence, Lender will require Borrower's three (3) most recent audited financial statements, its most recently adopted budget, and any other information that Lender may reasonably require.

PROPOSAL EXPIRATION: Unless accepted by the Borrower or extended in writing by Webster Bank at its sole discretion, this Term Sheet shall expire on March 8, 2023.

Upon receipt of the signed Term Sheet, we will endeavor to provide you with a timely commitment, and we will use good faith efforts to negotiate and finance the GO based on the terms herein. It is a pleasure to offer this financing proposal and we look forward to your favorable review.

Very truly yours,

Mark A. Cargo
Managing Director
mcargo@websterbank.com
www.websterbank.com

Agreed to and Accepted by:
Front Royal, VA

____ (Name)

____ (Title)

____ (Date)

		Exhibit A--Sample Amortization Schedule				
Funding Amount:		$2,450,000.00			Interest Rate:	4.345%
Down Payment:		$0.00			Closing Date:	3/30/2023
Capitalized Interest:		$0.00			Term (years):	20
Cost of Issuance:		$0.00				
Amount Financed:		$2,450,000.00				
Payment Number	Payment Date	Payment Amount	Interest Component	Principal Component	Outstanding Balance	Redemption Price
Principal:	3/30/2023				$2,450,000.00	No Call
1	9/1/2023	$91,997.40	$45,205.86	$46,791.54	$2,403,208.46	No Call
2	3/1/2024	$91,997.40	$52,209.70	$39,787.70	$2,363,420.76	No Call
3	9/1/2024	$91,997.40	$51,345.32	$40,652.08	$2,322,768.68	No Call
4	3/1/2025	$91,997.40	$50,462.15	$41,535.25	$2,281,233.43	No Call
5	9/1/2025	$91,997.40	$49,559.80	$42,437.60	$2,238,795.83	No Call
6	3/1/2026	$91,997.40	$48,637.84	$43,359.56	$2,195,436.27	No Call
7	9/1/2026	$91,997.40	$47,695.85	$44,301.55	$2,151,134.72	No Call
8	3/1/2027	$91,997.40	$46,733.40	$45,264.00	$2,105,870.72	No Call
9	9/1/2027	$91,997.40	$45,750.04	$46,247.36	$2,059,623.36	No Call
10	3/1/2028	$91,997.40	$44,745.32	$47,252.08	$2,012,371.28	$2,032,494.99
11	9/1/2028	$91,997.40	$43,718.77	$48,278.63	$1,964,092.65	$1,983,733.58
12	3/1/2029	$91,997.40	$42,669.91	$49,327.49	$1,914,765.16	$1,933,912.81
13	9/1/2029	$91,997.40	$41,598.27	$50,399.13	$1,864,366.03	$1,883,009.69
14	3/1/2030	$91,997.40	$40,503.35	$51,494.05	$1,812,871.98	$1,831,000.70
15	9/1/2030	$91,997.40	$39,384.64	$52,612.76	$1,760,259.22	$1,777,861.81
16	3/1/2031	$91,997.40	$38,241.63	$53,755.77	$1,706,503.45	$1,706,503.45
17	9/1/2031	$91,997.40	$37,073.79	$54,923.61	$1,651,579.84	$1,651,579.84
18	3/1/2032	$91,997.40	$35,880.57	$56,116.83	$1,595,463.01	$1,595,463.01
19	9/1/2032	$91,997.40	$34,661.43	$57,335.97	$1,538,127.04	$1,538,127.04
20	3/1/2033	$91,997.40	$33,415.81	$58,581.59	$1,479,545.45	$1,479,545.45
21	9/1/2033	$91,997.40	$32,143.12	$59,854.28	$1,419,691.17	$1,419,691.17
22	3/1/2034	$91,997.40	$30,842.79	$61,154.61	$1,358,536.56	$1,358,536.56
23	9/1/2034	$91,997.40	$29,514.21	$62,483.19	$1,296,053.37	$1,296,053.37
24	3/1/2035	$91,997.40	$28,156.76	$63,840.64	$1,232,212.73	$1,232,212.73
25	9/1/2035	$91,997.40	$26,769.82	$65,227.58	$1,166,985.15	$1,166,985.15
26	3/1/2036	$91,997.40	$25,352.75	$66,644.65	$1,100,340.50	$1,100,340.50
27	9/1/2036	$91,997.40	$23,904.90	$68,092.50	$1,032,248.00	$1,032,248.00
28	3/1/2037	$91,997.40	$22,425.59	$69,571.81	$962,676.19	$962,676.19
29	9/1/2037	$91,997.40	$20,914.14	$71,083.26	$891,592.93	$891,592.93
30	3/1/2038	$91,997.40	$19,369.86	$72,627.54	$818,965.39	$818,965.39
31	9/1/2038	$91,997.40	$17,792.02	$74,205.38	$744,760.01	$744,760.01
32	3/1/2039	$91,997.40	$16,179.91	$75,817.49	$668,942.52	$668,942.52
33	9/1/2039	$91,997.40	$14,532.78	$77,464.62	$591,477.90	$591,477.90
34	3/1/2040	$91,997.40	$12,849.86	$79,147.54	$512,330.36	$512,330.36
35	9/1/2040	$91,997.40	$11,130.38	$80,867.02	$431,463.34	$431,463.34
36	3/1/2041	$91,997.40	$9,373.54	$82,623.86	$348,839.48	$348,839.48
37	9/1/2041	$91,997.40	$7,578.54	$84,418.86	$264,420.62	$264,420.62
38	3/1/2042	$91,997.40	$5,744.54	$86,252.86	$178,167.76	$178,167.76
39	9/1/2042	$91,997.40	$3,870.69	$88,126.71	$90,041.05	$90,041.05
40	3/1/2043	$91,997.40	$1,956.35	$90,041.05		
Total:		$3,679,896.00	$1,229,896.00	$2,450,000.00		

ABOUT – Webster Bank

The public finance group of Webster Bank provides tax-exempt and taxable financing solutions on a nationwide basis for state & local governments, non-profit corporations, and the federal government. Projects financed include virtually all types of essential capital items, including equipment, vehicles, energy efficiency & renewable energy equipment, and real property. Financing terms are tied to the useful life of the capital improvements and range from 3 to 20 years. Each member of the public finance team has 25 or more years of lending experience and is committed to the timely closing of awarded transactions.

CONTACT INFORMATION

For more information about this financing opportunity, please contact:

Mark Cargo
Managing Director
Webster Bank
Phone: (704) 287-4493
Email: mcargo@websterbank.com

Council Consent Agenda Statement

Item # 10A

Meeting Date: March 27, 2023

Agenda Item: Riverton Pump Station Engineering Proposal

Summary: Council is requested to approve a task order for Potesta Engineering in the amount of $162,900 to investigate the Riverton Pump Station. This proposal covers the design phases, regulatory phases, bidding, and construction phase for replacing both existing pumps, installed in the early 1980's, and adding a third pump to the existing stub out. This pump station collects all the sewer from the 522N corridor; replacement parts are hard to find and have an extensive delivery time when the Town is able to locate parts. Replacement pumps will be of same model type of pumps currently used by the Town, which will provide the Town the ability to have spare interchangeable parts.

Budget/Funding: Funds were previously budgeted for the Riverton Pump Station and were set aside on Town purchase order number 28885 under the following line item:

9801-R47009 Wastewater Treatment Plant Professional Services $162,900.00

Meetings: Work Session held March 13, 2023

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 task order for Potesta Engineering in the amount of $162,900 to investigate the Riverton Pump Station.

Moved ____________________ ***Seconded*** ____________________

DeDomenico-Payne _________ ***Ingram*** _________ ***Morris*** _________ ***Rappaport*** _________ ***Rogers*** _________ ***VM Sealock*** _________

Town of Front Royal
Public Works

MEMORANDUM

TO: Michelle Campbell, Manager of Purchasing

CC: B.J. Wilson, Finance Director

FROM: Robert B Boyer, Public Works Director

DATE: February 16, 2023

SUBJECT: Recommendation to approve Engineering Proposal for Riverton Pump Station

We have reviewed the engineering proposal from Potesta Engineering out of Winchester, VA to investigate the Riverton Pump Station. This proposal covers replacing both existing pumps and adding a third pump to the existing stub out already in place. It also includes the check valves, VFD's, Wet well Stairs and back up generator. All of these items are the original hardware from when the pump station was installed in the early 80's. This proposal covers the design phases, regulatory phases, bidding and construction phases for a total of **$162,900.00**. There's currently **$570,000.00** on a purchase order for this project. We recommend moving forward with the proposal to allow the pump station updated. This pump station collects all the sewer from the 522N corridor and Viscose City Area.

If you have any questions or need any further information, please contact me at 540-692-4789.

Thank You.

VIA EMAIL ONLY

February 9, 2023

Mr. Robert Boyer, AICP
Director of Public Works
Town of Front Royal Public Works
PO Box 1560
800 Crosby Road-Extended
Front Royal, Virginia 22630

RE: Revised Proposal for Task Order
Upgrade of Riverton Pump Station
Front Royal, Virginia
Potesta Project No. 0103-22-0102-030

Dear Mr. Boyer:

Potesta & Associates, Inc. (POTESTA) is pleased to provide the Town of Front Royal (Town) with this revised proposal for permitting, design, bidding and construction phase services associated with upgrading the Town's Riverton pump station (Riverton) which is located along Queens Highway. This proposal has been prepared based upon an August 17, 2022 meeting between the Town and POTESTA, and subsequent communications between the Town and POTESTA.

BACKGROUND

The Town owns and operates a sanitary dry pit/wet pit pump station where the pumps at the pump station are old, and finding parts for repair is becoming increasingly difficult. Currently the Town is upgrading their Influent Pump Station and have previously upgraded their Crooked Run Pump Station (both pump stations have similar dry pit/wet pit design) by replacing the aging pumps with dry pit Flygt pumps. The Town desires a similar upgrade for this pump station but intends to add a third pump in addition to replacing the two existing pumps. In addition, the Town desires to replace the corroded wet-well spiral staircase, the existing emergency generator which is housed on the top (3rd) floor, and the comminutor.

The proposed upgrade can be summarized as follows:

1. Replace two existing pumps with two Flygt pumps.

2. Add a third Flygt pump (the PS already has the third wet-well stub-out).

3. Replace pneumatic check valves with Swing Check Valves.

4. Upgrade electrical equipment (motor control center, switchboard, and variable frequency drives [VFD]) to accommodate the new pumps.

5. Replace wetwell platform and staircase.

6. Replace the existing comminutor.

7. Repair or replace the existing emergency generator.

Construction services are anticipated to be procured by the design-bid-build method.

SCOPE OF SERVICES

POTESTA proposes to perform the tasks described in the following sections in order to complete the requested scope of services.

Preliminary Design Phase Services

The Town has not completed preliminary engineering for upgrading the pumps like they had previously completed for the Influent Pump Station design; therefore, POTESTA anticipates providing preliminary engineering.

POTESTA anticipates review of the existing pump station by:

- Reviewing information provided by the Town, such as original drawings, upgrade drawings, reports, specifications, and other related documents.

- Conducting site visit to view, measure, and confirm available space, equipment including pumps, comminutor, wet-well stairwell and emergency generator, related mountings, valves, and fittings, VFDs, electrical service, and other related electrical equipment. Review existing generator to determine need to replace or repair.

- Developing recommended options for new pumps and VFDs for the new pumps. Recommendations to be based on available installation space and available electrical service.

- Developing recommendations on whether to repair or replace the existing emergency generator.

- Confirming permitting/notification requirements related to installation of new pumps, VFDs, emergency generator, etc.

- Evaluating system hydraulics for identifying pump duty points and whether downstream system can meet capacity of third pump.

- Developing technical memorandum summarizing preliminary finding and provide recommendations and costs.

Regulatory Phase Services

The preliminary engineering effort will identify permitting/notification requirements needed by the Town to obtain a certificate of construction (CTC) and certificate of operation (CTO) from the Virginia Department of Environmental Quality (VDEQ). Based on the installation of a third pump, it is possible that the capacity may increase more that 25 percent, therefore requiring a CTC and CTO application. If a CTC is required, POTESTA will develop a design report for submittal to VDEQ. POTESTA will also review the existing emergency generator on whether it meet air permitting requirements through VDEQ.

Design Phase Services

Task D1 – Site/Facility Mapping

POTESTA anticipates completing mapping/measurements of the internal structure and layout of the pump station and compare historic drawings versus site observations, etc. No further field survey of the existing features and exterior grounds is expected at this time. POTESTA assumes that original and upgrade drawings of this pump station exist and will be used for this effort.

Task D2 – Drawings

POTESTA anticipates:

A. Site visits/meeting to initiate the final design effort and to meet with the Town to gather further input and information.

B. Meeting at the site with the vendor of the proposed pumps to obtain input on the design.

C. Preparation of design construction drawings (assumed for the purposes of this proposal to include the following):

    1. One title and index sheet.

    2. One general notes and legend sheet.

3. Site plan drawings presenting existing features and demolition plan.

4. Section drawings presenting existing features and demolition plan.
5. Site plan drawings showing proposed work associated with installation of the pumps.

6. Site plan drawings showing proposed work associated with the and installation of the emergency generator.

7. Site plan drawings showing proposed work associated with the installation of the comminutor.

8. Structural drawings depicting the proposed pump pads and platform/spiral staircase.

9. Electrical drawings presenting modification of existing electrical distribution system.

10. Miscellaneous detail drawings.

It will be necessary for the Town to provide POTESTA available record drawings (or construction, if record drawings are not available) of the pump station.

Task D3 – Technical Specifications

We will prepare technical specifications for the project. We anticipate inclusion of the following sections:

- **DIVISION 1 – GENERAL REQUIREMENTS**
  - Summary of Work
  - Drawing Index
  - Basis of Payment
  - Alternates
  - Submittals
  - Temporary Facilities
  - Traffic Regulation
  - Material and Equipment
  - Testing Process Systems
  - Project Close Out
  - Operation and Maintenance Data
  - Demonstration and Training

- **DIVISION 2 – SITE WORK**
  - Dewatering
  - Existing Utilities and Structures
  - Audio-Video Color Recording
  - Clearing and Grubbing
  - Trenching, Backfilling and Compacting
  - Building Demolition
  - Excavation Support and Protection
  - Earthwork
  - Erosion and Sedimentation Control
  - Manholes and Cleanouts
  - Paving and Surfacing
  - Lawn Restoration

- **DIVISION 3 – CONCRETE**
  - Cast-in-Place Concrete

- **DIVISION 9 – FINISHES**
  - Painting

- **DIVISION 11 – EQUIPMENT**
  - Wastewater Pumping Equipment
  - Emergency Generator

- **DIVISION 15 – MECHANICAL**
  - Piping - General Provisions
  - PVC Pipe
  - Pressure and Leakage Tests for Ductile Iron Pipe and Fittings
  - Valves

- Separate specifications for electrical or structural work may be provided as appendices.

In addition, we anticipate comparing these technical specifications with General Conditions provided by the Town's General Conditions for Construction Contracts to confirm there are not conflicts. We will forward a draft of the technical specifications to the Town for review and comment, and will copy and collate the technical specifications for use by bidders.

Task D4 – Preliminary Opinion of Probable Construction Costs

A preliminary opinion of probable construction cost will be prepared. The preliminary opinion of probable construction cost will be broken down into typical work items.

We anticipate preparing the opinions with the draft and final submittal. We do not anticipate preparing estimates of total project cost.

<u>Bidding Phase Services</u>

Task B1 – Bidding Phase Services

POTESTA anticipates providing the following services:

1. Attending a pre-bid meeting at the Town site, providing a technical presentation of proposed construction, and answering contractor questions. We have assumed one contract will be bid and, hence, one pre-bid meeting.

2. Preparing a memorandum summarizing the pre-bid meeting, that will be issued to the Town.

3. Answering contractor questions after the pre-bid meetings; we will copy the Town on responses.

4. Preparing and forwarding addenda if required; included will be forwarding a draft of the addenda to the Town for review and approval.

5. Forwarding plans and specifications to potential bidders, and maintaining the official plan holders list and distributing the list to interested parties when requested.

6. Assisting the Town in review of the bids.

It is assumed that the Town will initiate the procurement process, including advertising the bid.

<u>Construction Phase Services</u>

Task C1 – Construction Administration/Observation Services

POTESTA has included construction administration in the scope of services, and hence proposes to complete the following construction administration tasks during construction of the project.

- Attend pre-construction conference and provide a memorandum of the meeting.

- Review and approve shop drawings and samples (if required), including review of revised shop drawings if necessary. We anticipate a nominal 15 submittals (electric, concrete, rebar, pipe, valves, pumps, comminutor, emergency generator, etc.). Reviewed submittals will be saved as PDF files for the Town's use in storing project records.

- Review substitutes and "or equal" items, and issue written acceptance/denials.

- Provide a "tracking" form for the status of shop drawing submittals.

- Attend construction progress meetings at the project site. We have assumed POTESTA's engineer will attend and there will be one progress meeting per month, for an 8-month period (we have assumed we will be meeting throughout the shop drawing review phase in addition to the construction phase). *Note: We do not anticipate being the party to prepare and distribute meeting minutes.*

- Issue written clarifications or interpretations of the requirements of the contract documents, including issuance of additional specifications and drawings.

- Help prepare change orders for the work of a minor nature, including issuance of additional specifications and drawings, if necessary.

- Provide record drawings showing "record" features; record drawings will be prepared in electronic format (AutoCAD). It will be necessary for the contractor to provide surveyed record horizontal coordinates and elevations of key features. Record drawings will be developed in a manner that results in provision of cross referencing to accepted shop drawing submittals.*

  * *If the Town determines that these items are unnecessary or POTESTA's involvement is not required, we can reduce our scope of services.*

POTESTA is not proposing to provide a technician onsite during construction due to the "aboveground" nature of construction. We do anticipate our professional engineer or staff observing construction contemporaneous with progress meetings.

It is assumed the Town will:

- Prepare the contract documents or provide them to POTESTA to collate with technical specifications.

- Receive delivery of bonds and certificates of insurance from contractor.

- Provide legal services with regard to issues pertaining to the work as the Town requires, contractor raises, or POTESTA reasonably requests.

- Arrange for safe access to and make all provisions for POTESTA to enter upon public and private property as required for POTESTA to perform services under the agreement.

- Attend pre-construction conference, construction progress, and other related meetings.

- Review, meet, comment on and accept contractor's preliminary (and subsequent adjustments to) progress schedule, preliminary schedule of shop drawing and sample submittals, and preliminary schedule of values (for progress payments), if these submittals are required.

- Review contractor work plan.

- Review contractor invoices (i.e., Applications for Payment) and issue written recommendations for payment or denial.

COST AND SCHEDULE

We are prepared to commence work on this project upon receipt of written notice to proceed, proposed dates of completion are noted in the following table. POTESTA proposes to perform this work on a lump-sum basis in accordance with our July 13, 2022 "Contract for Services," which is considered a part of this proposal. Estimated costs are summarized below. No additional costs will be incurred without your prior approval.

We will invoice monthly based on progress.

Estimated Costs and Schedule Associated with Regulatory, Design, Preliminary Design, Bidding, and Construction Phase Services for Upgrade of Pump Station

Task	Description	Estimated Cost
P	**Preliminary Design Phase Services**	
	Preliminary Design Phase Services	$ 24,500
	Total Estimated Preliminary Design Phase Services:	***$ 24,500***
R	**Regulatory Phase Services**	
	Regulatory Design Phase Services	$ 7,500
	Regulatory Design Phase Services with CTC application submittal (if required)	$ 3,500
	Total Estimated Regulatory Phase Services:	***$ 7,500 or *11,000***

Task	Description	Estimated Cost
D	**Design Phase Services**	
D1	Site/facility Mapping	$ 7,500
D2	Drawings	$ 43,000
D3	Technical Specifications	$ 11,700
D4	Preliminary Opinion of Probable Construction Costs	$ 7,800
	Total Estimated Design Phase Services:	***$ 70,000***
B	**Bidding Phase Services**	
	Bidding Phase Services	$ 15,200
	Total Estimated Bidding Phase Services:	***$ 15,200***
C	**Construction Phase Services**	
	Construction Phase Services	$ 42,200
	Total Estimated Construction Phase Services:	***$ 42,200***
	TOTAL ESTIMATED COST:	***$ 159,400 or *162,900***

**if CTC submittal is required*

POTESTA will perform the work in accordance with the following schedule:

- Submit draft technical memorandum for the Town's review within approximately 45 days after notice to proceed is received from the Town.
- Submit draft Design Drawings and Technical Specifications for the Town's review within approximately 75 days after notice to proceed is received from the Town.
- Submit final bid-ready Design Drawings and Technical Specifications within approximately 20 days after receipt of comments from the draft review.

CLOSING

POTESTA is prepared to commence with this project upon receipt of the authorization to proceed. Services by POTESTA on this project will be completed in accordance with the July 13, 2022 "Contract for Services," which is considered part of this proposal. Please indicate your acceptance by signing in the space provided at the bottom of this proposal and returning to POTESTA to serve as our formal notice to proceed on this project. Please complete the invoice routing information below to include the name and address to whom the invoice should be sent and any individuals that should receive copies.

We appreciate this opportunity to submit a proposal and look forward to working with you on this project.

Sincerely,

POTESTA & ASSOCIATES, INC.

K. Joe Knechtel, PE
Senior Engineer

KJK:TCM/mh

AUTHORIZATION (Signature Required to Proceed)	
Signature	**Date**

POTESTA Invoice Routing Information (Client to Complete)	
Name:	Title:
Mailing Address:	
Telephone:	Email:
Copies to:	
❑ Check here if invoice addressee/address is same as proposal.	

Council Consent Agenda Statement

Item # 10B

Meeting Date: March 27, 2023

Agenda Item: Financial Audit Services

Summary: Council is requested to approve a contract for financial audit services to UHY LLP for a period of one year with the option to renew the contract for four additional one-year terms at various costs.

Budget/Funding: Town Council Professional Services line item 1101-43002 with the following prices

Year Ending June 30	Financial Audit	Single Audit (per major program)
FY23	$50,000	$5,000
FY24	$50,000	$5,000
FY25	$51,500	$5,100
FY26	$53,000	$5,200
FY27	$54,500	$5,300

Meetings: Work Session held March 13, 2023

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

Proposed Motion: I move that Council approve a contract for financial audit services to UHY LLP for a period of one year with the option to renew the contract for four additional one-year terms at the following costs:

Year Ending June 30	Financial Audit	Single Audit (per major program)
FY23	$50,000	$5,000
FY24	$50,000	$5,000
FY25	$51,500	$5,100
FY26	$53,000	$5,200
FY27	$54,500	$5,300

***Moved* ____________________ *Seconded* ____________________**

***DeDomenico-Payne* _________ *Ingram* _________ *Morris* _________ *Rappaport* _________ *Rogers* _________ *VM Sealock* _________**

Town of Front Royal, Virginia

Purchasing, Department of Finance

March 3, 2023

RE: RFP #38-2022 FINANCIAL AUDIT SERVICES

The evaluation committee for the Financial Audit Services proposals has reached a consensus after proposals were scored and the committee was able to meet with one or more offerors. After elaborating on qualifications, performance data, and experience, the evaluation committee would like to request Town Council to award a contract to UHY LLP to provide financial audit services to the Town of Front Royal.

B.J. Wilson, Director of Finance

Laura Mcintosh, Director of Human Resources

Sharon Pendleton, Manager of Finance

102 E Main Street Front Royal, VA 22630
www.frontroyalva.com
540-6365-7799

UHY LLP
Certified Public Accountants

PROPOSAL TO PROVIDE PROFESSIONAL SERVICES

TOWN OF FRONT ROYAL, VA

RFP#38-2022
FINANCIAL AUDIT SERVICES

ORIGINAL

JANUARY 18, 2023

SUBMITTED BY:

JACK REAGAN, PARTNER
UHY LLP
7900 WESTPARK DRIVE, SUITE T420
MCLEAN, VA 22102
(703) 893-2660 PHONE | (703) 893-2123 FAX
JREAGAN@UHY-US.COM

FEES

We strive to keep our fees at the most reasonable level consistent with the highest professional standards. We look forward to a long-term relationship with the Town, one that is professionally satisfying and makes sound business sense for all parties. We are innovative-minded professionals with great experience but without the premium price. Open, ongoing communication is an important component of our service. We will meet with your designated audit liaison regularly.

TOTAL ALL-INCLUSIVE MAXIMUM PRICE

UHY understands the pressures and concerns regarding fees for our governmental clients. Our fees reflect a significant discount from our standard hourly rate. Based upon our understanding of your financial information, we propose the following all-inclusive maximum price:

SERVICE	2023	2024	2025	2026	2027
Financial Audit	$50,000	50,000	51,500	53,000	54,500
Single Audit (per major program)	$5,000	5,000	5,100	5,200	5,300

We have assumed that the Town will have one major programs which will require audit. If there are more programs that are required to be audited, each major program above this will cost $5,000 per program.

The fees are all inclusive of the work to be performed and include general conversations with management on issues affecting the Town. We do not charge for routine discussions relating to our ongoing services or out-of-pocket costs. However, if any inquiry leads to work approaching the project level, we will meet with your management to agree on the scope of the services and final deliverables.

If our fee estimate is not in line with your expectations, we would be happy to discuss further and assess the balance between scope, cost and value. We have taken measures to be price sensitive on all our engagements and encourage a candid dialogue regarding our rates. Our proposed hourly rates for additional services, by level, are as follows:

POSITION	HOURLY RATE
Partner	$465
Manager / Supervisory	$280
Senior Accountant / Specialist	$260
Staff	$205

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Council Consent Agenda Statement

Item # 10C

Meeting Date: March 27, 2023

Agenda Item: Various Single-Phase Pad-Mounted Transformers

Summary: Council is requested to approve the purchase of (5) 25 kVA and (5) 50 kVA Single-Phase URD Pad-Mounted Transformers in the amount of $47,855.00 from Jerry's Electric, Inc., in Colman, SD.

Budget/Funding: 9401-R47502 Line Extensions $47,855.00

Meetings: Work Session held March 13, 2023

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 purchase of (5) 25 kVA and (5) 50 kVA Single-Phase URD Pad-Mounted Transformers in the amount of $47,855.00 from Jerry's Electric, Inc. of Colman, SD.

***Moved* ____________________ *Seconded* ____________________**

***DeDomenico-Payne* _________ *Ingram* _________ *Morris* _________ *Rappaport* _________ *Rogers* _________ *VM Sealock* _________**

Town of Front Royal
Department of Energy Services
P.O. Box 1560
Front Royal, Virginia 22630-1560
(540) 635-3027 Fax: (540) 631-3620
"Powering the community since 1894"

Memo

To: The Purchasing Department

From: Carey Saffelle, Director of Energy Services ACS

Date: February 27, 2023

Re: Single Phase Pad-Mounted Transformer Purchase Recommendation

---

The Department of Energy Services has received bids for the purchase of five (5) 25 kVA and five (5) 50 kVA, Single-Phase, URD Pad-Mounted Transformers. We recommend awarding the bid, totaling $47,855.00, to Jerry's Electric Inc. Funds for this purchase are available on PO# 00030583.

Thank you,

Carey Saffelle
Director
Department of Energy Services
Town of Front Royal

BID TABULATION SUMMARY

Town of Front Royal, VA

Bid Tabulation Summary **IFB #07-2023 25 kVA & 50 kVA Single-Phase URD Pad-Mounted Transformers** **Bid Opening Date: 2/23/2023** **Opening Time: 2:00 PM**	**Jerry's Electric, Inc.** **Colman, SD**	**WESCO/Anixter** **Ashland, VA**	**No Response**
Description	**LUMP SUM**	**LUMP SUM**	**LUMP SUM**
25 kVA Single-Phase URD Pad-Mounted Transfomers, 5 ea.	$22,740.00	$41,741.50	
50 kVA Single-Phase URD Pad-Mounted Transfomers, 5 ea.	$25,115.00	$50,096.75	

The VENDOR SPREAD SHEET is generated from the initial, raw information collected.

No award decision has been made.

Prepared by: Michelle Campbell, Purchasing Manager

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

Council Consent Agenda Statement

Item # 10D

Meeting Date: March 27, 2023

Agenda Item: Three-Phase Pad-Mounted Transformer

Summary: Council is requested to approve the purchase of a 1000 kVA Three-Phase Pad-Mounted transformer, totaling $63,941.47 with a lead time of 3-5 weeks, to Wesco/Anixter, of Ashland, VA.

Budget/Funding: 9401-47502 Line Extensions $63,941.47

Meetings: Work Session held March 13, 2023

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 purchase of a 1000 kVA Three-Phase Pad-Mounted transformer, totaling $63,941.47 with a lead time of 3-5 weeks, to Wesco/Anixter, of Ashland, VA.

Moved ____________________ ***Seconded*** ____________________

DeDomenico-Payne _________ ***Ingram*** _________ ***Morris*** _________ ***Rappaport*** _________ ***Rogers*** _________ ***VM Sealock*** _________

Town of Front Royal
Department of Energy Services
P.O. Box 1560
Front Royal, Virginia 22630-1560
(540) 635-3027 Fax: (540) 631-3620
"Powering the community since 1894"

Memo

To: The Purchasing Department

From: Carey Saffelle, Director of Energy Services

Date: March 7th, 2023

Re: Three-Phase Pad-Mounted Transformer purchase recommendation

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The Department of Energy Services received four bids for the purchase of a – 1,000kVA, Three-Phase, Pad-Mounted Transformer ranging from $58,096.00 - $106,042.43. However, the lowest bid of $58,096.00 has a lead time of 85-87 weeks. For that reason, we recommend awarding the bid to the next lowest, totaling $63,941.47 and a lead time of 3-5 weeks, to Wesco/Anixter (Mfg. Maddox). Funds for this purchase are available in 9401-47502 Line Extensions.

Thank you,

Carey Saffelle
Director of Energy Services
Town of Front Royal

BID TABULATION SUMMARY

Town of Front Royal, VA

Bid Tabulation Summary **IFB #09-2023 1000 kVA Three-Phase Pad-Mounted Transformer Re-Bid** **Bid Opening Date: 3/2/2023** **Opening Time: 2:00 PM**	**WEG**	**Wesco/Anixter Mfg. Maddox Ashland, VA**	**Wesco/Anixter Mfg. US Electric Ashland, VA**	**Larson Electronics Kemp, TX**
Description	**LUMP SUM**	**LUMP SUM**	**LUMP SUM**	**LUMP SUM**
1000 kVA 277/480 Three-Phase Wye Pad-Mounted Transfomer	$58,096.00	$63,941.47	$64,948.65	$106,042.43

The VENDOR SPREAD SHEET is generated from the initial, raw information collected.

No award decision has been made.

Prepared by: Michelle Campbell, Purchasing Manager

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

Council Consent Agenda Statement

Item # 10E

Meeting Date: March 27, 2023

Agenda Item: Resolution Approving Town's Participation in Proposed Settlement of Opioid Related Claims Against Pharmaceutical Manufacturers and Distributors with Settlement Funds to be used to Help Remediate Damages Caused by the Opioid Epidemic

Summary: Council is requested to approve a resolution for the Town's participation in the proposed settlement of opioid related claims against pharmaceutical manufacturers and distributors with settlement funds to be used to help remediate damages caused by the opioid epidemic, as presented.

NOTE: In 2021, nationwide settlements were reached to resolve all opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors—McKesson, Cardinal Health, and AmerisourceBergen ("Distributors")—and against manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J"). These "2021 National Settlements" have been finalized, and payments have already begun. In all, the Distributors will pay up to $21 billion over 18 years, and J&J will pay up to an additional $5 billion over no more than nine years. In late 2022, agreements were announced with three pharmacy chains—CVS, Walgreens, and Walmart—and two additional manufacturers—Allergan and Teva. In January 2023, each of those pharmacy chains and manufacturers confirmed that a sufficient number of states had agreed to the settlements to move forward. As with the 2021 National Settlements, states and local governments that want to participate in the 2022 National Settlements now will have the opportunity to "opt in." The greater the level of subdivision participation, the more funds will ultimately be paid out for abatement.

Budget/Funding:

Meetings: Work Session held March 13, 2023

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 resolution for the Town's participation in the proposed settlement of opioid related claims against pharmaceutical manufacturers and distributors with settlement funds to be used to help remediate damages caused by the opioid epidemic, as presented. I further move that Council authorize the Town Manager to execute all necessary documents.

Moved ____________________ Seconded ____________________

DeDomenico-Payne _________ Ingram _________ Morris _________ Rappaport _________ Rogers _________ VM Sealock _________

RESOLUTION

A RESOLUTION OF THE FRONT ROYAL TOWN COUNCIL APPROVING OF THE TOWN'S PARTICIPATION IN THE PROPOSED SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST TEVA, ALLERGAN, WALMART, WALGREENS, CVS, AND THEIR RELATED CORPORATE ENTITIES, AND DIRECTING THE TOWN ATTORNEY [AND/OR TOWN MANAGER] [AND/OR THE TOWN'S OUTSIDE COUNSEL] TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE TOWN'S PARTICIPATION IN THE SETTLEMENTS

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its counties, cities, and towns, including the Town of Front Royal, by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services by Front Royal's various departments and agencies; and

WHEREAS, the Commonwealth of Virginia and its counties, cities, and towns, including the Town of Front Royal, have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of the Commonwealth and Front Royal; and

WHEREAS, settlement proposals have been negotiated that will cause Teva, Allergan, Walmart, Walgreens, and CVS to pay billions of dollars nationwide to resolve opioid-related claims against them; and

WHEREAS, the Town Attorney [and/or the Town's outside counsel] has reviewed the available information about the proposed settlements and has recommended that the Town participate in the settlements;

NOW THEREFORE BE IT RESOLVED that the Front Royal Town Council, this ___ day of ____________, 2023, approves of the Town's participation in the proposed settlement of opioid-related claims against Teva, Allergan, Walmart, Walgreens, CVS, and their related corporate entities, and directs the Town Attorney [and/or Town Manager] [and/or the Town's outside counsel] to execute the documents necessary to effectuate the Town's participation in the settlements, including the required release of claims against settling entities.

APPROVED:

____
Lori A. Cockrell, Mayor

ATTEST:

____
Tina L. Presley, Clerk of Council

This Resolution was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on ___________________________, 2023 upon the following recorded vote:

Melissa DeDomenico-Payne	__Yes __No	H. Bruce Rappaport	__Yes __No
Joshua L. Ingram	__Yes __No	Duane R. "Skip" Rogers	__Yes __No
Amber F. Morris	__Yes __No	R. Wayne Sealock	__Yes __No

****

Approved as to Form and Legality:

____

George M. Sonnett, Jr., Town Attorney　　　Dated: ___________________________

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Front Royal town, VA
Reference Number: CL-394002

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("Settling Defendants"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("subdivision").

You are receiving this *Participation Package* because Virginia is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

In Virginia, participating counties and independent cities may receive some of the settlement funds directly, pursuant to the allocation framework set forth in the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding ("MOU"), which has been previously approved by all Virginia counties and cities, and the Virginia Opioid Abatement Fund statute, Va. Code § 2.2-2374. In addition, some towns are being asked to approve the settlements and submit participation forms because, due to the structure of the settlement agreements, towns above a certain population threshold must approve the settlements and submit participation forms in order to maximize the overall recovery for the Commonwealth and its subdivisions. Participating towns are not eligible to receive direct shares from the settlement funds—however, they may be able to apply for, request, or receive funds for opioid abatement programs through their counties. Participation by these towns will help to maximize the recovery for all of Virginia's counties, including the counties in which they are located.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at https://nationalopioidsettlement.com/. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Tom Beshere at the Virginia Attorney General's Office at 804-823-6335 or tbeshere@oag.state.va.us.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

[ ] Yes [ ] No

Governmental Entity: Front Royal town	State: VA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.

5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.

8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.

11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: ____________________________

Name: ____________________________

Title: ____________________________

Date: ____________________________

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Front Royal town	State: VA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.

5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entitles and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.

11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Front Royal town	State: VA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.

10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Front Royal town	State: VA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.

7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.

10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Front Royal town	State: VA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com/.

3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

   > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

   A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

Council Agenda Statement

Item # 11A

Meeting Date: March 27, 2023

Agenda Item: Nomination to the Board of Zoning Appeals (BZA)

Summary: Council is requested to approve a nomination to the Circuit Court Judge for the Board of Zoning Appeals (BZA) to fill an unexpired term left by a resignation. Said term to end May 1, 2027.

Budget/Funding: None

Meetings: Regular Meeting held February 27, 2023

Proposed Motion: I move that Council nominate Clare F. Schmitt to the Circuit Court Judge for appointment to the Board of Zoning Appeals (BZA) to fill an unexpired term ending May 1, 2027.

Moved ___________________ ***Seconded*** ___________________

DeDomenico-Payne ________ ***Ingram*** ________ ***Morris*** ________ ***Rappaport*** ________ ***Rogers*** ________ ***VM Sealock*** ________

Council Agenda Statement

Item # 11B

Meeting Date: March 27, 2023

Agenda Item: Appointments to the Joint Towing Advisory Board

Summary: Council is requested to reappoint the Joint Towing Advisory Board and use the retroactive date of August 2022. Council appointed the Board on June 27, 2022, but it was determined recently that the term date for the members was wrong in the motion and there was a delay for approval from the County. The County has made the appointments recently said terms to expire August 2026 as follows:

Towing/Recovery Business Representatives

- Gloria Knott – Keens Towing
- Louis C. "Peanut" Tharpe – Tharpe's Towing
- Alan Crawford – Midway Towing

Law Enforcement Members

- WCSO Sergeant Travis Cave
- FRPD Sergeant David Fogle
- VSP Sergeant Brian Davis

The citizen appointment will come to Council later as applications are currently being accepted through the County.

NOTE: The Joint Towing Advisory Board was established in 2017 with both the Town and County approving their Bylaws in February and March of 2018 respectively. In August 2018 both entities approved the 7-member Joint Towing Advisory Board to 4-year terms. Those terms expired in August 2022.

Budget/Funding: None

Meetings: Liaison Meeting held January 19, 2023

Proposed Motion: I move that Council approve the reappointment of the Joint Towing Advisory Board as presented retroactive from August 2022 said terms ending August 31, 2026.

Towing/Recovery Business Representatives

- Gloria Knott – Keens Towing
- Louis C. "Peanut" Tharpe – Tharpe's Towing
- Alan Crawford – Midway Towing

Law Enforcement Members

- WCSO Captain Robert Mumaw
- FRPD Sergeant David Fogle
- VSP Sergeant Brian Davis

Moved ___________________ ***Seconded*** ___________________

DeDomenico-Payne ________ ***Ingram*** ________ ***Morris*** ________ ***Rappaport*** ________ ***Rogers*** ________ ***VM Sealock*** ________