



TOWN OF FRONT ROYAL, VIRGINIA TOWN COUNCIL MEETING

Monday, November 10, 2014 @ 7:00pm

Warren County Government Center

1. Pledge of Allegiance
 2. Moment of Silence
 3. Roll Call
 4. Approval of the Regular Council Meeting minutes of October 27, 2014
 5. Receipt of Petitions and/or Correspondence from the Public
 6. Reports:
 - a. Report of special committees or Town officials and Town Manager.
 1. Report from NSVRC Executive Director Martha Shickle
 2. Quarterly Report from Finance Director Kim Gilkey-Breeden
 - b. Requests and inquiries of Council members.
 - c. Report of the Mayor
 - d. Proposals for addition/deletion of items to the Agenda.
 - *7. **CONSENT AGENDA ITEMS – (ROLL CALL VOTE REQUIRED)**
 - A. COUNCIL APPROVAL – VDOT Project Administration Agreement for Front Royal Pedestrian Improvements Funds
 - B. COUNCIL APPROVAL – Budget Amendment for Warren Coalition Grant
 - C. COUNCIL APPROVAL – Budget Amendment for DMV Animal Friendly License Plates Funds
- *The nature of a consent agenda is such that discussion of individual items does not occur.*
8. **PUBLIC HEARING FOR PUBLIC INPUT** – MAP-21 Grant Application for Westminster Drive Sidewalk
 9. **PUBLIC HEARING FOR PUBLIC INPUT** – MAP-21 Grant Application for Criser Road Trail
 10. **COUNCIL APPROVAL** – An Ordinance to Amend Section 75-44(A) of the Town Code Pertaining to Mailing of Delinquent Real Estate and Personal Property Taxes (2nd Reading)

TOWN COUNCIL WORK SESSION

1. Economic Development and Tourism Ideas
2. Request to Waive Curb, Gutter, Driveway Apron for Habitat for Humanity House
3. Purchase of TV Monitors for Board Room at Government Center
4. Closed Meeting – Acquisition of Real Property and Investment of Public Funds



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(A)

Meeting Date: November 10, 2014

Agenda Item: COUNCIL APPROVAL – VDOT Project Administration Agreement for Front Royal Pedestrian Improvements Funds

Summary: Council is requested to consider approval of a Virginia Department of Transportation (VDOT) Administration Agreement for Town of Front Royal Pedestrian Improvements that includes an amount of \$127,531 in federal funds awarded by the Commonwealth Transportation Board. Council also is requested to authorize the Town Manager to sign all necessary documents pertaining to this agreement. Once the agreement is fully executed a Budget Amendment will need to be approved by Council to accept the monies.

Budget/Funding: None

Attachments: Letter and Agreement from the Virginia Department of Transportation

Meetings: None

Staff Recommendation: Approval ☒ Denial ☐

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 Virginia Department of Transportation (VDOT) Administration Agreement for Town of Front Royal Pedestrian Improvements that includes an amount of \$127,531. I further move that Council authorize the Town Manager to sign all necessary documents pertaining to this agreement.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JB



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
1401 EAST BROAD STREET
RICHMOND, VIRGINIA 23219-2000

CHARLES A. KILPATRICK, P.E.
COMMISSIONER

October 7, 2014

Mr. Steve Burke
Town Manager
101 East Main Street
Front Royal, VA 22630

RE: Front Royal Pedestrian Improvements
EN14-112-104, P101, C501
Administrative Project Agreement

Dear Mr. Burke:

Enclosed are three (3) copies of the Project Administration Agreement for the above referenced Transportation Alternatives project. This agreement reflects the \$127,531 in federal funds that were awarded by the Commonwealth Transportation Board in June 2014.

After your review, please sign and return all copies of the Agreement to this office along with a signed Appendix A which is included as part of the agreement. Note that the official signing for the locality must also return a certified copy of the authority under which the Agreement was executed. Signatory authority can be in the form of a local resolution or local code authorizing the official to enter into this agreement on behalf of the governing body.

Please note that no costs should be incurred for which you expect reimbursement until the Department signs the Agreement and you are given authorization to proceed. Once the Agreement has been fully executed, a copy will be sent to you for your file.

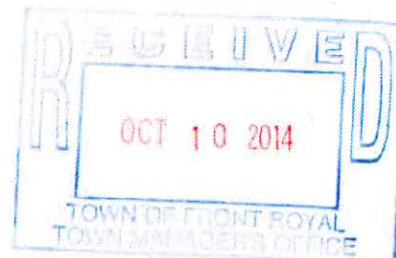
Please don't hesitate to contact me at (804) 786-2734 if you have any questions.

Sincerely,

Pamela M. Liston
Transportation Alternatives Program Manager

Enclosures

cc: Steve Damron



STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
EN14-112-104, P101, C501	106052	Town of Front Royal Pedestrian Improvements

THIS AGREEMENT, made and executed in triplicate this ____ day of _____, 20____, by and between the TOWN of FRONT ROYAL, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; and;

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT
 - b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match, termination of this Agreement, or DEPARTMENT denial of future requests to administer projects by the LOCALITY.

- c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.
- d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- e. Maintain accurate and complete records of each Project's development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on each Project.
- f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the Locality. For federally funded projects and pursuant to the Code of Federal Regulations, Title 49, Section 18.43, violations of the provision may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.
- g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.2-348 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.
- h. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
- i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements
- j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, and local laws and regulations. If the locality expends over

\$500,000 annually in federal funding, such certification shall include a copy of the LOCALITY's single program audit in accordance with Office of Management and Budget Circular A-133.

- k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
 - l. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
 - m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination.
2. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.
 - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
 - c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
 - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.
 - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements

agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.

4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.
5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between the either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, receive a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
9. This Agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be

reimbursed in accordance with paragraphs 1.f, 1.g., and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.

10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

TOWN OF FRONT ROYAL, VIRGINIA:

Typed or printed name of signatory

Date

Title

Signature of Witness

Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF
TRANSPORTATION:**

Chief of Policy

Date

Commonwealth of Virginia
Department of Transportation

Signature of Witness

Date

Attachments

Appendix A

Appendix A

EN14-112-104, P101,		Town of Front Royal	
Project Number: C501	UPC: 106052	Locality: Front Royal Pedestrian Improvements	
Project Location ZIP+4: 22630	Locality DUNS# 050390749	Locality Address (Incl ZIP+4): 101 East Main Street Front Royal, VA 22630	
Project Narrative			
Scope:	Pedestrian access improvements along Commerce Avenue (Rte 522) including installation of countdown-timer pedestrian signal heads, ADA curb ramps and retrofitting sidewalks and crosswalks at various intersections.		
From:	Royal Avenue (Rte 340)		
To:	E. Stonewall Avenue		
Locality Project Manager Contact Info: Steve Burke, Town Manager, 101 East Main Street, Front Royal VA 22630 (540) 635-8007 sburke@frontroyalva.com			
Department Project Coordinator Contact Info: Steve Damron, VDOT Staunton District Office, 811 Commerce Rd, Staunton VA 24401 (540) 332-7389 Steven.Damron@VDOT.Virginia.gov			

Project Estimates				
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$0	\$0	\$154,414	\$154,414
Estimated VDOT Project Expenses	\$5,000		\$5,000	\$10,000
Estimated Total Project Costs	\$5,000		\$159,414	\$164,414

Project Cost and Reimbursement						
Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement	Estimated Reimbursement to Locality
Preliminary Engineering	\$5,000	Local Funds	100%	\$5,000	\$0	
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
Total PE	\$5,000			\$5,000	\$0	-\$5,000
Right of Way & Utilities			0%	\$0	\$0	
				\$0	\$0	
Total RW	\$0			\$0	\$0	\$0
Construction	\$159,414	Transportation Alternatives	20%	\$31,883	\$127,531	
			0%	\$0	\$0	
Total CN	\$159,414			\$31,883	\$127,531	\$122,531
Total Estimated Cost	\$164,414			\$36,883	\$127,531	\$117,531

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	\$127,531
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	\$117,531

Project Financing					
Transportation Alternatives	Local Match	Local Funds			Aggregate Allocations (A+B+C+D+E+F)
\$127,531	\$31,883	\$5,000			\$164,414

Program and Project Specific Funding Requirements	
• This project shall be administered in accordance with VDOT's <u>Locally Administered Projects (LAP) Manual</u> and the <u>Transportation Alternatives Program Guide</u> .	
• Eligible VDOT project expenses will be recovered as follows: 80% will be deducted from the federal allocation and 20% will be deducted from reimbursement requests.	
• This is a limited funds project. The Locality shall be responsible for any additional funding in excess of:	\$127,531
• Total project allocations:	\$164,414
Any ineligible items identified throughout project development will not be reimbursable.	
The DEPARTMENT will conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act. The LOCALITY is responsible for implementing any environmental commitments from the environmental document. In addition, the LOCALITY is responsible for obtaining any water quality permits and conducting any required hazardous materials due diligence efforts. VDOT's estimated cost for the environmental document and studies will be provided to the locality and deducted from the project funds.	
For Transportation Alternatives projects, the LOCALITY shall maintain the project or have it maintained in a manner satisfactory to the department or its authorized representatives and make ample provisions each year for such maintenance unless otherwise agreed to by the DEPARTMENT.	
In accordance with CTB policy, the project must be completed and the \$127,531 federal Alternatives allocation expended by October 1, 2018 or the project may be subject to de-allocation.	

Authorized Locality Official and date

Authorized VDOT Official and date

Typed or printed name of person signing

Version 8/19/11

Typed or printed name of person signing



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(B)

Meeting Date: November 10, 2014

Agenda Item: COUNCIL APPROVAL – Budget Amendment for Warren Coalition Grant

Summary: Council is requested to approve a Budget Amendment for the acceptance of a grant from the Warren Coalition in the amount of \$1,025.00 from the Virginia Alcohol Beverage Control to prevent underage drinking. The Warren Coalition is dedicating these funds to the Town Police Department for their assistance in activities to prevent underage drinking.

Budget/Funding: Warren Coalition award – budget amendment \$1025.00
1000-3310003 [Grants- Law Enforcement] revenue
3102 -41002 [Patrol overtime] expense

Attachments: None

Meetings: None

**Staff
Recommendation:** Approval ✓ Denial

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 Budget Amendment for the acceptance of a grant from the Warren Coalition in the amount of \$1,025.00 to be used by the Town Police Department for their assistance in activities to prevent underage drinking.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JB



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(C)

Meeting Date: November 10, 2014

Agenda Item: COUNCIL APPROVAL – Budget Amendment for DMV Animal Friendly License Plates Funds

Summary: Council is requested to consider approval of a Budget Amendment in the amount of \$60.00 from the Division of Motor Vehicles (DMV) through the “Animal Friendly” license plate program. Funds received are to be dedicated to the Humane Society of Warren County to support the sterilization program for dogs and cats. Council is requested to consider authorization of the Town Manager to identify the Humane Society of Warren County as the recipient of the \$60.00 funding.

Budget/Funding: Animal Friendly Plates – Budget amendment \$60.00
1000-3220104 [Animal Plates] expense will be from same account

Attachments: Letter from DMV

Meetings: None

Staff Recommendation: Approval ✓ Denial

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 Budget Amendment in the amount of \$60.00 from the Division of Motor Vehicles (DMV) through the “Animal Friendly” license plate program to be dedicated to the Humane Society of Warren County to support the sterilization program for dogs and cats. I further move that Council authorize the Town Manager to identify the Humane Society of Warren County as the recipient of the \$60.00 funding.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JSB



COMMONWEALTH of VIRGINIA

Department of Motor Vehicles
2300 West Broad Street

Richard D. Holcomb
Commissioner

Post Office Box 27412
Richmond, VA 23269-0001

October 22, 2014

Town Manager
Town of Front Royal
Post Office Box 1560
Front Royal, VA 22630

Dear Town Manager:

The Department of Motor Vehicles sells the Animal Friendly license plate, which is authorized by Virginia Code, §46.2-749.2:7, as part of its special license plate program. This plate is issued to supporters of dog and cat sterilization programs at a cost of \$25.00 per year in addition to the prescribed fee for vehicle registration. After the first 1,000 sets of plates are sold, \$15.00 of each fee is made available to the locality in which the vehicle is registered, to be used to support sterilization programs for dogs and cats. This money is set aside in a special fund titled the Dog and Cat Sterilization Fund for distribution to localities, regardless of the amount of funds involved. For Fiscal Year 2014, DMV's records indicate that your locality is due \$60.00 from this Fund.

Virginia Code §46.2-749.2:7 requires each locality to certify that this money will be used to support sterilization of dogs and cats. If your locality does not have a program for this purpose, the statute provides the locality options. You may make the funds available to any private, nonprofit sterilization program for dogs and cats in your locality or decline receipt of funds. Any funds that are declined shall be distributed to other affected localities on a pro rata basis.

Attached to this letter is a form to make your choice pertaining to the amount stated above. Complete the form and return it no later than December 15, 2014, to:

Financial Management Services
Department of Motor Vehicles
Post Office Box 25700
Richmond, Virginia 23260
Attn: Angela Bartlett, Room 714
Fax: (804) 367-6339

If the form is not received by the above date, it will be assumed that your locality is declining the funds. If you have any questions regarding the Animal Friendly Plate, the funds due your locality or about completing the Certification of Funds form FMS 225, please email DMV at accountspayable@dmv.virginia.gov.

With kindest regards,

Sincerely,

Richard D. Holcomb



RDH:kde

Attachment

Certification of Funds Dog and Cat Sterilization Fund

2014

The administrator or manager of the locality should complete this form by selecting the section that signifies the locality's choice regarding the acceptance of money from the Dog and Cat Sterilization Fund. Please return this form with your Federal Employee Identification Number _____ to the Department of Motor Vehicles by December 15, 2014. (FEIN)

Option One: Acceptance of Funds

Town of Front Royal acknowledges that it is due funds from the Dog and Cat Sterilization Fund in the amount of \$_____ based on sales of the Animal Friendly license plate in Fiscal Year 2014. Furthermore, I certify that these funds will be used for the purpose of sterilization of dogs and cats as stated in Section 46.2-749.2:7 of the Code of Virginia.

Signature _____

Date _____

Print Name _____

Title _____

Option Two: Acceptance/Assignment of Funds (If more than one, please use a separate sheet)

Town of Front Royal acknowledges that it is due funds from the Dog and Cat Sterilization Fund in the amount of \$_____ based on sales of the Animal Friendly license plate in Fiscal Year 2014. This locality does not have a sterilization program, but will transfer the funds, in total, to _____
(Name and Address)

_____ which is a private, non-profit group supporting the purposes of the Fund. I certify that these funds will be used by this organization for the purpose of sterilization of dogs and cats as stated in Section 46.2-749.2:7 of the Code of Virginia.

Signature _____

Date _____

Print Name _____

Title _____

Option Three: Decline Receipt of Funds

Town of Front Royal acknowledges that it is due funds from the Dog and Cat Sterilization Fund in the amount of \$_____ based on sales of the Animal Friendly license plate in Fiscal Year 2014. This locality does not wish to accept the funds for this year.

Signature _____

Date _____

Print Name _____

Title _____



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 8

Meeting Date: November 10, 2014

Agenda Item: PUBLIC HEARING FOR PUBLIC INPUT – MAP-21 Grant Application for Westminster Drive Sidewalk

Summary: Council is requested to receive public input on a proposed public improvement project that is associated with a grant application submitted for MAP-21 Transportation Alternatives Program administered by the Virginia Department of Transportation (VDOT). The project is the Westminster Drive Sidewalk that involves adding a sidewalk along Westminster Drive from its intersection with John Marshall Highway (Rt 55) and the first entrance to the Warren County High School.

Budget/Funding: None

Attachments: Project Development/Costs

Meetings: Work Session held October 20, 2014 and Approval of Application held October 27, 2014

Staff

Recommendation: Approval ✓ Denial _____

Proposed Motion: No action required

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Approved By: JB

Sidewalk

Task by Project Development Phase	Project Costs
PRELIMINARY ENGINEERING PHASE	
Engineering/Design Fees	\$2,500.00
Environmental Document (Categorical Exclusion)	
Surveying	\$2,500.00
Estimated VDOT review charges (3% of total)	\$150.00
Grant Administrative Costs	
SUBTOTAL PE Costs PE	\$5,150.00
RIGHT OF WAY PHASE	
Right of Way Purchase	\$0.00
Utility Relocation	\$0.00
SUBTOTAL RW Costs	\$0.00
CONSTRUCTION PHASE	
2,375 linear feet of sidewalk @ 5' width	\$68,875.00
High-visibility zebra crosswalks, 4 @ \$1,000 ea.	\$4,000.00
ADA curb ramps, new installation - 10 @ \$1000/ea.	\$10,000.00
Construction Management & Labor	\$36,000.00
SUBTOTAL CN Costs	\$118,875.00
Contingency	
Construction VDOT oversight charges	
TOTAL COSTS (PE, RW & CN)	\$124,025



**Town of Front Royal, Virginia
Council Agenda Statement**

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Item No. 9

Meeting Date: November 10, 2014

Agenda Item: PUBLIC HEARING FOR PUBLIC INPUT – MAP-21 Grant Application for Criser Road Trail

Summary: Council is requested to receive public input on a proposed public improvement project that is associated with a grant application submitted for MAP-21 Transportation Alternatives Program administered by the Virginia Department of Transportation (VDOT). The project is to extend Happy Creek Trail from its southern terminus along Criser Road until its intersection with Rt. 340 near the Dickey Ridge Trail that leads to the Appalachian Trail.

Budget/Funding: None

Attachments: Project Development/Costs

Meetings: Work Session held October 20, 2014 and Approval of Application held October 27, 2014

Staff Recommendation: Approval ✓ Denial _____

Proposed Motion: No Action Required

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proposed motions are offered by Staff for guidance
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Approved By: SPB

TRAIL

Task by Project Development Phase	Project Costs
PRELIMINARY ENGINEERING PHASE	
Engineering/Design Fees	\$2,500.00
Environmental Document (Categorical Exclusion)	
Surveying	\$5,000.00
Estimated VDOT review charges (3% of total)	\$225.00
Grant Administrative Costs	
SUBTOTAL PE Costs PE	\$7,725.00
RIGHT OF WAY PHASE	
Right of Way Purchase	\$0.00
Utility Relocation	\$0.00
SUBTOTAL RW Costs	\$0.00
CONSTRUCTION PHASE	
3,425 linear feet of trail @ 6' width	\$80,000.00
High-visibility zebra crosswalks, 5 @ \$1,000 ea.	\$5,000.00
ADA curb ramps, new installation - 10 @ \$1000/ea.	\$10,000.00
Construction Management & Labor	\$40,000.00
2,151 linear feet of bikelanes 5' width	\$50,000.00
SUBTOTAL CN Costs	\$185,000.00
Contingency	
Construction VDOT oversight charges	
TOTAL COSTS (PE, RW & CN)	\$192,725



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 10

Meeting Date: November 10, 2014

Agenda Item: COUNCIL APPROVAL – An Ordinance to Amend Section 75-44 (A) of the Town Code Pertaining to Mailing of Delinquent Real Estate and Personal Property Taxes *(2nd Reading)*

Summary: Council is requested to adopt on its second and final reading an Ordinance to amend Section 75-44 (A) of the Town Code pertaining to mailing of delinquent real estate and personal property taxes as presented. If approved the delinquent notice mailed after the first half of real estate and personal property taxed due on June 5th of each year would be eliminated.

Budget/Funding: None

Attachments: Proposed Ordinance

Meetings: Work Session held September 29, 2014. Public Hearing held October 27, 2014

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council adopt on its second and final reading an Ordinance to amend Section 75-44 (A) of the Town Code pertaining to mailing of delinquent real estate and personal property taxes as presented.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JRB

**ORDINANCE TO AMEND SECTION 75-44 (A) OF THE FRONT ROYAL TOWN
CODE PERTAINING TO MAILING OF DELINQUENT REAL ESTATE AND
PERSONAL PROPERTY TAXES**

WHEREAS, Section 75-44 (A) for delinquent personal property and real estate tax list requires separate delinquent notices to be mailed after each due date; and,

WHEREAS, each year taxpayers currently receive a first half tax bill delinquent notice (if applicable), second half notice and then another delinquent notice; and,

WHEREAS, the proposed revision would eliminate the delinquent notice mailed after the first half real estate and personal property taxes due on June 5th of each year; and,

NOW, THEREFORE, BE IT ENACTED by the Town Council of the Town of Front Royal, Virginia that Section 75-44 (A) of the Front Royal Town Code is hereby amended as follows:

**75-44 DELINQUENT TAX LISTS - MAILING OF BILLS; DUE DATES, PENALTY
AND INTEREST; IMPOSITION OF THE TAXES AND RATES**

A. The Town Treasurer, personally or through the Director of Finance, shall, in January each year ~~as soon as reasonably possible in each year, but not later than fourteen (14) days prior to the due date of the taxes,~~ send or cause to be sent by United States mail to each taxpayer assessed with real and personal property taxes and levies for that year amounting to five dollars (\$5.00) or more as shown by an assessment book in the Office of the Director of Finance, a bill or bills setting forth the amount due. If the said Director or Treasurer intends to seek collection of a tax in an amount less than five dollars (\$5.00), he shall send or cause to be sent to the taxpayer a bill as set forth above. Notwithstanding any of the foregoing, failure of the said Director or Treasurer to send or of the taxpayer to receive a bill shall not affect the taxpayer's obligation to pay the full amount of said taxes by the due date.

This ordinance shall become effective upon passage.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____ 2014, upon the following recorded vote:

Thomas H. Sayre Yes/No

Bret W. Hrbek Yes/No

Hollis L. Tharpe Yes/No

Eugene R. Tewalt Yes/No

N. Shae Parker Yes/No

Daryl L. Funk Yes/No

A public hearing on the above was held on _____, 2014 having been advertised in the Northern Virginia Daily on _____, 2014 and _____, 2014. The Ordinance was enacted at the Regular Meeting of the Town Council held _____ 2014.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____ / ____ / ____



TOWN COUNCIL WORK SESSION

Monday, November 10, 2014
Immediately after the Regular Meeting
Warren County Government Center

Town/Staff Related Issues:

1. Request to Waive Curb, Gutter, Driveway Apron for Habitat for Humanity House on Cannon St
– *Director of Planning/Zoning*
2. Economic Development and Tourism Ideas – *Town Manager*
3. Purchase TV Monitors for Board Room at Government Center – *Town Manager*

Council/Mayor Related Items

4. Council Discussion/Goals (*time permitting*)
5. CLOSED MEETING – Acquisition of Real Property and Investment of Public Funds

Motion to Go Into Closed Meeting

I move that Council convene and go into Closed Meeting for the following purposes:

- 1) discussion or consideration of the acquisition of real property for a public purpose, where discussion in an Open Meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711 A. 3. of the Code of Virginia.
- 2) discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the governmental unit would be adversely affected, pursuant to Section 2.2-3711. A. 6. of the Code of Virginia.

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

I move that Council certify that to the best of each member's knowledge, as recognized by each Council member's affirmative vote, that only such public business matters lawfully exempted from Open Meeting requirements under the Virginia Freedom of Information Action 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.

Item No. 1

Town of Front Royal, Virginia Work Session Agenda Form

Date: October 20, 2014

Agenda Item: Request to Waive Curb & Gutter by Warren County Habitat for Humanity
- Director of Planning & Zoning

Summary: The attached letter, dated October 14, 2014, from John Hensley, requests the Town to waive the requirement for curb and gutter for the house proposed for construction at 864 Cannon Street by Warren County Habitat for Humanity.

Section 148-40.B. of the Town Code, stipulates that Town Council "...may be waived on vote of the Town Council in residential areas where the majority of surrounding developed properties do not have curb and gutter, where the character of the area is primarily rural, after consideration of the traffic impact created by the subdivision and the total lots on a given street, drainage considerations and other environmental design parameters."



The majority of surrounding properties do not have curb and gutter, but the property immediately to the west does have curbing along the street. Town Staff visited the site and did not see any signs of an existing drainage problem. Town Staff spoke with a neighbor during the site visit and the neighbor stated that there are currently no drainage problems. The majority of the water on Cannon Street appears to sheet flow down the hill to where Cannon Street abruptly terminates against private property. Adding curb & gutter would marginally increase the concentration of stormwater off the street

where the curbing ends. No traffic problems exist. The term "rural", as stipulated under 148-40.B., is subjective, but is commonly defined as areas outside of Towns and Cities. Staff believes that the intent and effective meaning of this word should be "low-density residential", which the subject property is characteristic of.

Council Discussion: This agenda item is scheduled for discussion between Town Council and Staff during the November 10, 2014 Town Council Work Session.

Budget/Funding: n/a

Legal Evaluation: The Town Attorney will be available at the upcoming work session.

Staff Recommendations: Town Staff believes this waiver request meets the conditions for approval of a waiver at the discretion of Town Council.

Town Manager Recommendation: The Town Manager will be available at the upcoming work session for discussion and questions.

Council Recommendation:

Additional Work Session Regular Meeting No Action
Consensus Poll on Action: ___(Aye) ___(Nay)

Work Session



Warren County Habitat for Humanity

P.O. Box 323

Front Royal, Virginia 22630

"Building community"

October 14th, 2014

Major and Town Council of Front Royal

102 E. Main Street

Front Royal, Virginia 22630

Gentlemen,

Re: Cannon Street/ Warren County Habitat for Humanity project

I wanted to thank you all for the help you provided recently in voting yes to postpone payment of the water and sewer tap fees. Your consideration allows us to add a full basement to the project that would not have been possible if we had to pay for the cost of the water and sewer at this time.

I am coming to you today with one more request for this project. With submission of the site plan I received a call from the zoning administrator that we are required to add a concrete apron for the driveway and curb and gutter. With the zoning administrators explanation of the ordinance I went ahead and asked the surveyor to add the additional requirement to the site plan and I have resubmitted it with the enhancement.

Warren County Habitat for Humanity request your consideration to set aside or postpone the requirement for the apron and curb and gutter until such time Cannon Street is upgraded for all homes.

Thank you for your time and kind considerations as you contemplate your decision.

Regards,

John Hensley

Vice President Warren County Habitat for Humanity



Town of Front Royal, Virginia
Work Session Agenda Form

Date: November 10, 2014

Agenda Item: Economic Development & Tourism Ideas

Summary: At the Virginia Main Street Workshop in September, several roles for a Main Street Organization were discussed. Until a Main Street designation can be obtained for Front Royal, I would propose that the Town assume some of these roles to improve the business climate in Front Royal.

Council Discussion: Council is requested to consider implementing several functions for our Tourism staff to perform

Staff Evaluation: Suggestions for Council's consideration: A.) Establishing a Tourism Committee with membership comprised of (2) Town residents; (1) Food Industry Representative; (1) Lodging Industry Representative; (1) Retail Industry Representative; (1) Realtor to provide guidance regarding Tourism initiatives; B.) Town sponsoring events; C.) Evaluate advertising markets, ideas, and branding; D.) Evaluate marketing partnerships; and E.) Vacant storefront decorating.

Budget/Funding: Funding for any initiatives developed by the Tourism Committee would be funded in future budgets. The Director of Finance will be available to address fiscal issues.

Legal Evaluation: The Town Attorney will be available to address legal issues.

Staff Recommendations: Staff recommend Council approve the expansion of the Town's roles in Tourism activities with outside input from a Tourism Committee appointed by the Town Manager.

Town Manager Recommendation: The Town Manager recommends Council approve the expansion of the Town's role in Tourism activities with outside input from a Tourism Committee appointed by the Town Manager.

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action
Consensus Poll on Action: ____ (Aye) ____ (Nay)

TO: Economic Committee

FROM: Steve Burke, PE, Town Manager

SUBJECT: Economic Development & Tourism Ideas

DATE: September 11, 2014

Tim Smith, Jeremy Camp, and I attended the DHCD Virginia Main Street Essentials Work Shop this week in Winchester. The Work Shop presented a number of ideas and programs promoted by Main Street communities nationwide. Several possible programs can be implemented by the Town to promote both business development, as well as community development. The following are staff developed ideas that we would like input from the Economic Committee to forward to Town Council. Should these programs generate additional ideas from the Committee, please let me know so that we can forward Council all ideas.

Town Tourism Committee

Staff appointed Committee to provide review and endorsement of future Tourism programs and initiatives. Committee to be composed of (2) Town non-business residents; (1) Business Owner - Food Industry; (1) Business Owner - Lodging; (2) Business Owners - Retail; and (1) Realtor. Representatives from the County, EDA, Chamber, DFR, and FRIBA will be invited to attend and participate, but will not participate in recommendations.

Discussion topics: Town sponsored events; marketing ideas; promotion; Visitor first impressions; Needed businesses; partnerships; empty storefront decorating; and opportunities to enhance/spotlight recreation, history, shopping, and hobbies.

Town Sponsored Events

Part of the discussion at the Work Shop stressed the need to balance tourism related events and local resident related events. The larger tourism events typically bring in visitors from outside the community. The Town currently enjoys a number of these events sponsored by different groups. Currently, BRAC sponsors the community events on Friday nights during the summer at the Gazebo. The Work Shop stated that encouraging and engaging local residents will enhance business activity as residents grow that connection with the community.

Possible events to consider include: Gazebo movies; Back-to-School rally/event; Community flea market day; "World Record" events; Coffee & Tea Festival; New Years Celebration; BBQ/Chili (Deer Meat) Competition; and events to embrace Front Royal's lesser known history - viscose products; pins; etc.

Scavenger Hunt

The Town will place a "Town" object in various business in Town. When a resident finds the object, the business will let the Town know their name; they will receive a \$25 credit on their utility bill. Once found, the business will display a sign saying the it was found in their store. The object will move to different businesses each week for a few months. This will hopefully encourage residents to visit and shop at our local stores

Town Rewards

To encourage tourists and residents to shop local, the Town will offer anyone a discount at the Tourism Center by showing a receipt from a Town business on the same day that they made a purchase from the Town business.

Town Holiday Lighting Competition

The Town will conduct a Holiday Lighting Competition where business and residents can photograph their holiday lighting, and then submit the photo and address to the Town. The Town will add the photos to our website for residents to vote for their favorite. The Town will also develop a Holiday Lights Tour on our mobile app so that residents and visitors can enjoy the holidays touring decorated homes. The winner of the competition could receive \$100 credit towards their utility bill.

Business Tree Competition

As Christkindlmarkt will not be conducted this year, the area of the Gazebo Parking Lot with green stripes could be used as an area for a tree decorating competition by local businesses. I have discussed this idea with the Chamber for their possible sponsorship.



Town of Front Royal, Virginia
Work Session Agenda Form

Date: November 10, 2014

Agenda Item: Government Center Board Room Monitors

Summary: The Town has received a request from the County Administrator to cost share the installation of monitors in the Board Room on the rear pillars to enhance visibility when the overflow room is used.

Council Discussion: Council is requested to consider authorization to cost share the installation of monitors at the Warren County Government Center.

Staff Evaluation: An illustration of the installation has been provided by the County for review.

Budget/Funding: The total cost for the monitors from the County is \$4,811.45 of which the Town would be responsible for \$2,405.73. Funding for this project has not been budgeted. The Director of Finance will be available to address fiscal issues.

Legal Evaluation: The Town Attorney will be available to address legal issues.

Staff Recommendations: Staff recommend Council consider cost sharing the installation of the monitors.

Town Manager Recommendation: The Town Manager recommends Council consider cost sharing the installation of the monitors.

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action
Consensus Poll on Action: ____ (Aye) ____ (Nay)



Town of Front Royal / County of Warren
Liaison Meeting Agenda Form

Date: September 18, 2014

Agenda Item: Board Room Monitors

Summary: In the past the County has heard from people sitting in the back of the room the inability to see presentations put up on the projector. The original design of the room was supposed to allow presentations to be displayed on the monitors on either side of the room to enhance visibility; particularly during overflow situations. Unfortunately due to changing technology we are unable to use the existing monitors to display the images and even if we could they would not be at a size to be visible to the public for most PowerPoint presentations.

The County requested that DeWayne Coats of DeWayne W. Coats and Associates, LLC (Town and County AV Consultant and meeting videographer) to put a proposal together to address the lack of visibility. DeWayne has proposed the addition of two 60" smart TVs to the columns in the Boardroom.

The estimated cost to purchase, mount and install the two smart TVs is \$4,811.45.

The County Administrator asked the Town Manager if the Town would be willing to split the cost of the project 50/50 like we have on the other technology improvements for the room.

Discussion: Town staff recommended to Council to hold off on the upgrade and the Town Council has requested that it be placed on the Liaison agenda for discussion.

