



TOWN COUNCIL WORK SESSION

Monday, August 14, 2023 @ 7:00pm in the Town Hall Conference Room

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

1. Roll Call

7:00pm 2. Introduction to UHY LLP Auditing Services – *BJ Wilson*

7:30pm 3. Old Business

A. School zone speeding and enforcement. Cooperative procurement of photo speed monitoring device and all related support services, including consulting, operations, and administration pursuant to Virginia Code §46.2-882.1. – *George Sonnett*

B. Front Royal EDA Proposed MOU that Dictates Support Services – *Joe Waltz*

8:00pm 4. Public Hearing Slated for August 28th

A. Special Use Permit to Paint Two Murals Larger than 60 square feet located at 1314 N. Royal Avenue – *William Kryssing* – *Lauren Kopishke*

8:20pm 5. Consent Agenda Items for August 28th

A. Electric Cost of Service Analysis and Rate Study – *BJ Wilson*

B. Purchase of a Standby Generator for the Energy Services Department – *Michelle Campbell*

C. Bid for Water and Wastewater Chemicals FY24 – *Michelle Campbell*

8:30pm 6. CLOSED MEETING

7. ADJOURN



Regular Work Session Agenda Statement

Item # 02

Meeting Date: August 14th, 2023

Agenda Item: Introduction to UHY LLP Auditing Services

Summary: Council awarded a contract to UHY LLP in March 2023 to provide annual auditing services to the Town. UHY LLP will be introduced to Council and provide a brief overview of their firm and services provided to the Town.

Budget/Funding: N/A

Staff Recommendation: Staff recommends for Council to ask any questions they may have related to the Town's auditing services.

FINANCIAL STATEMENTS AUDIT PRESENTATION FISCAL YEAR ENDED 6/30/2023

August 7, 2023

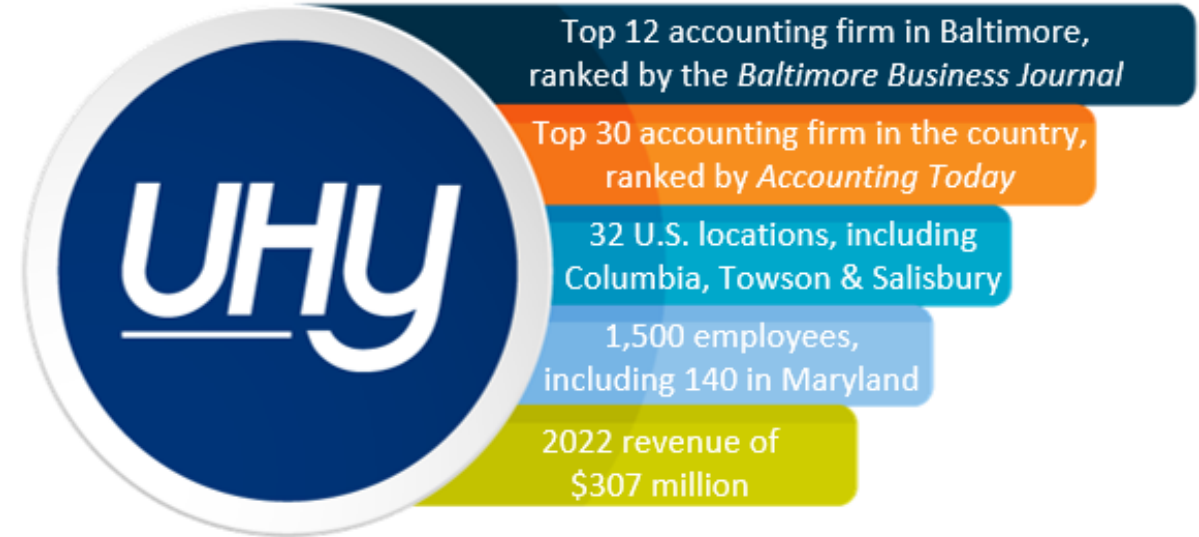
Jack Reagan, Partner and Bacary Badiaga, Manager



About UHY

Distinguishing Characteristics

- National municipal audit practice
- More than 50 years of experience providing financial and compliance auditing services for the municipal industry
- Partners and senior team members serving you with an average of 20 years of experience
- A commitment to engagement team continuity
- Hands on partner involvement and more partner attention
- In-depth technical and industry-specific expertise
- Economical fee structure



Your UHY Team



Jack Reagan
Partner



Bacary Badiaga
Manager



Mark Amoruso
Senior Accountant

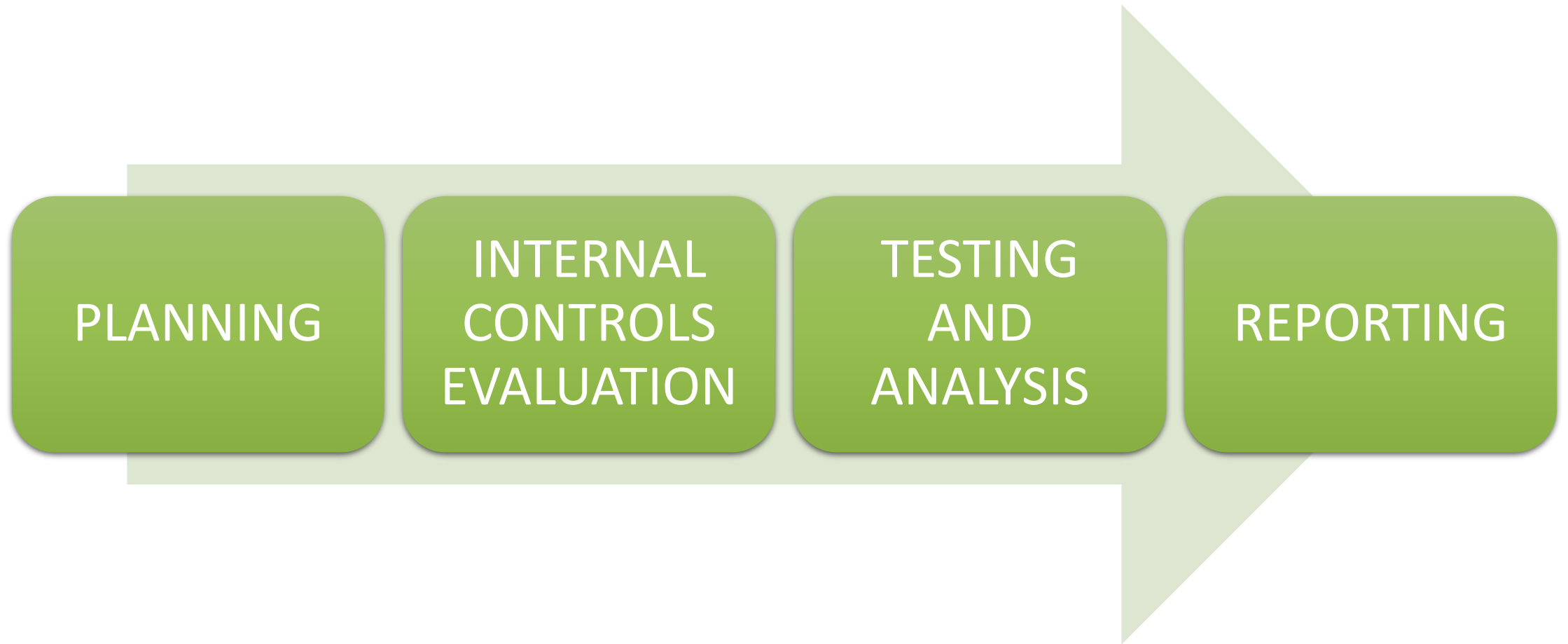


Scope of Services

- Financial statements audit for fiscal year 2023
- Yellow Book audit for fiscal year 2023
- Uniform Guidance audit for fiscal year 2023
- Commonwealth of Virginia specifications for audits of Towns



UHY's Audit Approach

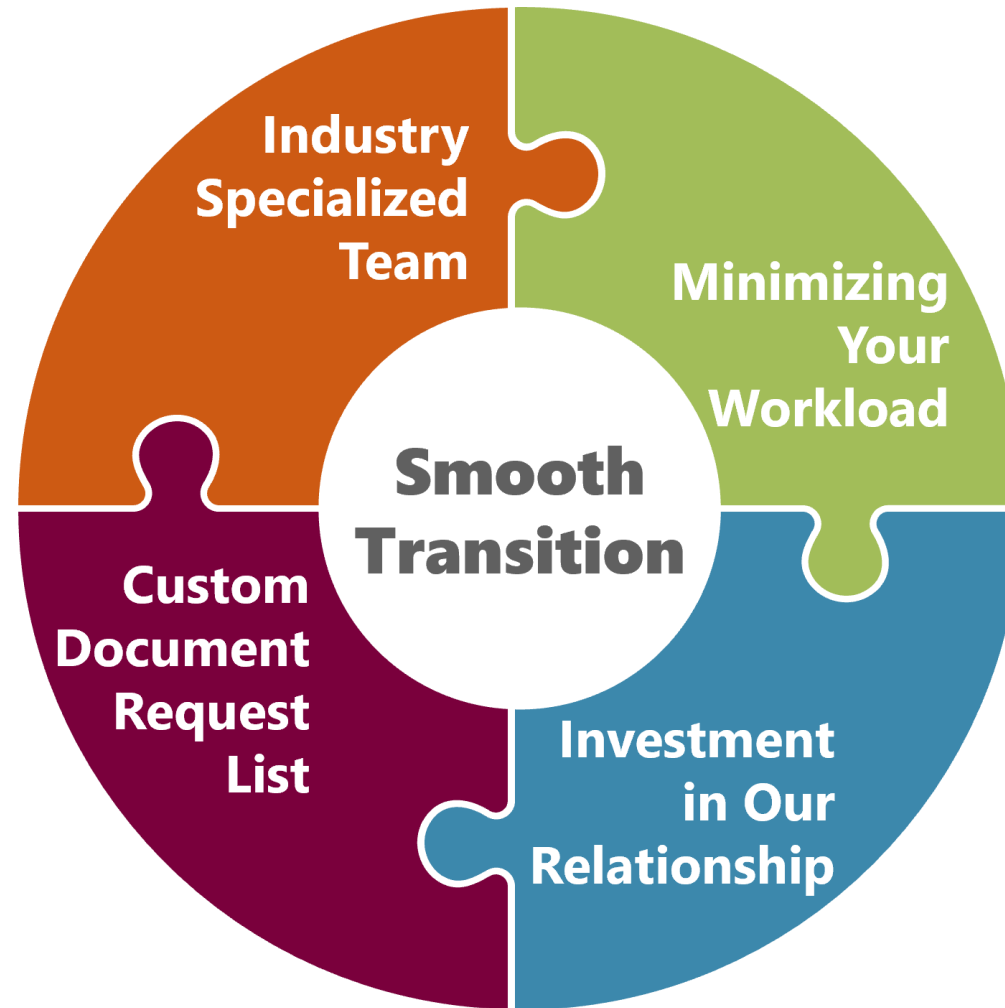


UHY's Audit Approach

- Custom audit programs specific to general governments and major grant programs
- Data analytics
- Risk-based audit
- Continual communication
- Seamless document sharing through Suralink



UHY's Audit Approach



Significant Risks of Material Misstatement

- Improper revenue recognition
- Management override of controls
- Fraud
- Financial statement preparations errors



UHY's Accounting Procedures & Policies Approach

- Partner led; manager driven
 - 10/20/40/30
- Entire engagement team only works on government audits
- Walkthroughs in person, remaining presence at your preference
- Single audit forms base for sample selections and then supplemented
- Engagement team changes only with your permission



UHY's Audit Approach

- Status Meetings
 - Need designated audit liaison
 - Weekly during interim and final
 - Agenda submitted 24 hours before meeting
 - What we've completed
 - What we're going to complete
 - Any potential issues/findings
 - Any delays
 - Minutes submitted 24 hours after meeting
 - Ensures continuous communication and consistent approach



Building the Relationship

- Transition cost incurred as an investment in the long-term relationship
- Consultation availability
- Scope modification
 - New standards
- All inclusive fee

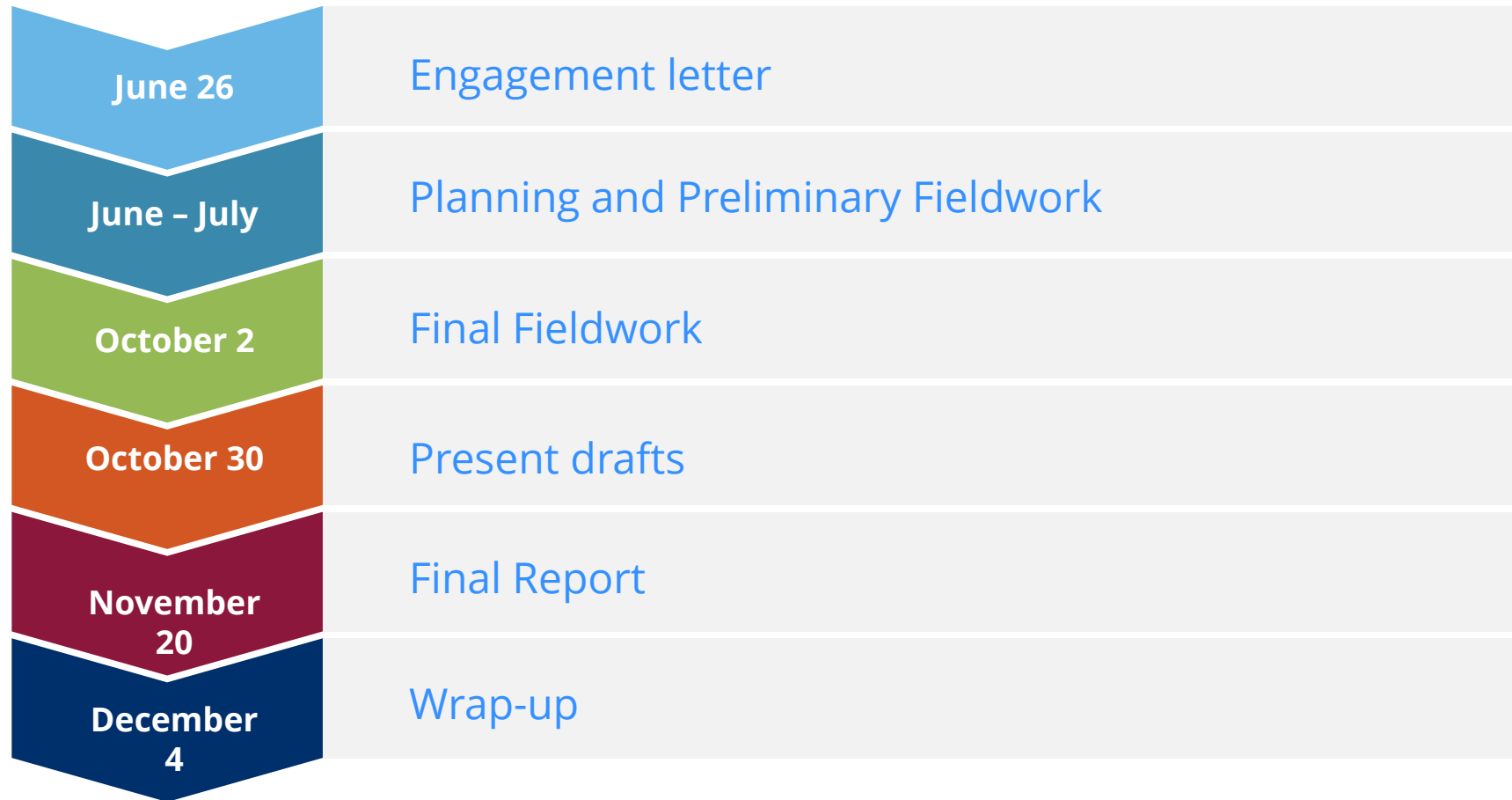


UHY's Communications Approach

- Status Meetings
 - Need designated audit liaison
 - Weekly during interim and final
 - Agenda submitted 24 hours before meeting
 - What we've completed
 - What we're going to complete
 - Any potential issues/findings
 - Any delays
 - Ensures continuous communication and consistent approach
 - Pre and Post Audit meetings with Audit or Finance Committees and Management



Timeline for 2023



Open Discussion



Contact



Jack Reagan

State and Local Government Practice Leader
410 423 4832 | jreagan@uhy-us.com



About UHY

UHY is one of the nation's largest professional services firms providing audit, tax, consulting and advisory services to clients primarily in the dynamic middle market. We are trailblazers who bring our experience from working within numerous industries to our clients so that we can provide them a 360-degree view of their businesses. Together with our clients, UHY works collaboratively to develop flexible, innovative solutions that meet our clients' business challenges. As an independent member of UHY International, we are proud to be a part of a top 20 international network of independent accounting and consulting firms.



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Regular Work Session Agenda Statement

Item # 03A

Meeting Date: August 14, 2023

Agenda Item: School zone speeding and enforcement. Cooperative procurement of photo speed monitoring device and all related support services, including consulting, operations, and administration pursuant to Virginia Code §46.2-882.1.

Summary: This item was discussed at the work session on June 12, 2023, and then placed on the June 26, 2023, agenda for approval. The item was then discussed under new business on June 26th and the Council voted to move this item to a future work session and possibly a public hearing. This item was discussed during the August 7, 2023 work session with the consensus of the Council being to pursue a cooperative procurement contract with Blue Line Solutions, LLC provided that all concerns of Council members with respect to contract language can be addressed within the cooperative procurement process. The proposed contract with Blue Line Solutions, LLC is included in the packet.

Budget/Funding: N/A

Staff Recommendation: Staff awaits further direction regarding cooperative procurement contracting with Blue Line Solutions, LLC.

AN AGREEMENT BETWEEN

BLUE LINE SOLUTIONS, LLC.

AND

FRONT ROYAL



TRUEBLUE™

SPEED ENFORCEMENT | SCHOOL ZONE



AUTOMATED SPEED ENFORCEMENT SYSTEM AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2023, by and between **Blue Line Solutions, LLC** (herein "BLS"), and the **City of Front Royal** (herein "Municipality"), within the Commonwealth of Virginia.

RECITATIONS

WHEREAS, the General Assembly of the Commonwealth of Virginia has authorized localities to enact ordinances to monitor, enforce and penalize violations of school zone and highway construction zone speed limits; and

WHEREAS, BLS has the legal possession and processes referred to collectively as the "Automated Speed Enforcement System" (herein "ASE" or "ASE System") and the "Manned Photo Laser System" (herein "MPL" or "MPL System"); and

WHEREAS, Municipality desires to use the ASE and MPL Systems to monitor excessive speeding infractions and other potential traffic violations, issue traffic notices of violations and evaluate traffic movement and safety, affirms it has no other such equipment or service provider, and has the right, power and authority to execute this Agreement; and

WHEREAS, Municipality has no authority to conduct speed enforcement and traffic safety activities on its own, but relies on its duly-elected or appointed Chief or Sheriff for law enforcement functions, including speed and traffic enforcement, to include school zones and highway construction safety zones; and

WHEREAS, the Municipality has been a party to researching and instituting this additional enforcement and is included as a party to this agreement due to its role as the Municipality agency authorized to enforce this state code and Municipality ordinance;

NOW THEREFORE, the parties agree:

As used in this Agreement, the following words and terms shall apply:

"Agency" means national, federal, state or local law enforcement agency within the municipality charged with its law enforcement functions. This includes, but is not limited to any: Police Office or Department, Sheriff's Office or Department, Department of Public Safety, State Police Department, Highway Patrol, Ranger, etc.

"ASE System" or "APSE System" means Automated, Stationary Photo Speed Enforcement System, described as photographic traffic monitoring devices capable of accurately detecting a traffic infraction and recording such date with images of such vehicle.



"MPL System" means Manned Photo Laser System, described as photographic traffic monitoring equipment capable of accurately detecting a traffic infraction and recording such date with images of such vehicle.

"Municipality" means, any form of self-governing body or jurisdiction, incorporated or unincorporated, charged with the execution of duties for a specific locality as granted by national and/or regional laws within the United States. These include, but are not limited to a: hamlet; village; borough (boro), town, township, city, precinct, district, parish, county, or state.

"Notice of Liability" means a written notification or summons to the registered owner of a motor vehicle that is issued by a competent state or authorized law enforcement agency or by a court of competent jurisdiction relating to a violation that involves the motor vehicle owned by that registered owner as evidenced by the ASE and MPL System.

"Person" or "Persons" means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

"Violation" means failure to obey an applicable traffic law or regulation, including, without limitation, operating a motor vehicle in excess of the posted speed limit.

1. BLS AGREES TO PROVIDE:

The scope of work identified in **Exhibit A**.

2. MUNICIPALITY AGREES TO PROVIDE:

The scope of work identified in **Exhibit B**.

3. TERM AND TERMINATION

- a. The term of this Agreement shall be for 2 (two) years beginning on the date of the first notice of a liability is issued and payable and may be automatically extended for additional 2 (two) year periods at the sole option of Municipality. Either party may terminate this Agreement at the expiration of any term providing written notice of its intent not to extend the Agreement at least thirty (30) days prior to the expiration of the current term.

Either party shall have the right to terminate this Agreement by written notice:



- i) At any time during the term of this Agreement without cause with 30-day notice, provided however, (a) if the Municipality terminates the Agreement prior to the expiration of any term, the Municipality shall pay the applicable costs set forth in Exhibit C; and (b) the Municipality shall not terminate this Agreement without cause in the first year of the term;
 - ii) If applicable law is changed so as to prohibit or substantially interfere with the operation or feasibility of either the ASE or MPL Systems or the parties' obligations under this Agreement;
 - iii) For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection may occur if the terminating party notifies the other party of its intent to terminate, stating the specific grounds therefore, and the other party fails to cure the default within sixty (60) days after receiving notice.
- b. Upon any termination of this Agreement, the parties recognize that BLS and Agency will use best efforts to continue to process any and all pending and legitimate traffic law Violations. Accordingly, the parties shall have the following obligations which continue during the termination process: Municipality shall cease using the ASE and MPL Systems, shall allow BLS to retrieve all equipment to BLS within a reasonable time not to exceed 60 days, and shall not generate further images to be processed. Unless reasonably agreed upon otherwise by both parties, BLS and the Agency shall continue to process all images and Violations that occurred before termination in accordance with this Agreement and BLS shall be entitled to all Fees (as described in **Exhibit C**) specified in the Agreement as if the Agreement were still in effect.
 - c. Notwithstanding any provision to the contrary this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the ASE and MPL Systems or the underlying infractions are unconstitutional, illegal, or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the ASE and MPL Systems or the enforcement of the underlying infractions, shall also automatically terminate this agreement.
 - d. Notwithstanding any provision to the contrary this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the ASE System or the underlying Infraction are unconstitutional, illegal or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the ASE System or the enforcement of the underlying infraction, shall also automatically terminate this agreement.



4. ASSIGNMENT AND EFFECT OF AGREEMENT

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the Municipality hereby acknowledges that the performance of BLS's equipment and obligations pursuant to this Agreement require a significant investment by BLS, and that, in order to finance such investment, BLS may be required to enter into certain agreements or arrangements with financial institutions or other similar entities. The Municipality hereby agrees that BLS shall have the right to assign or pledge its rights under this Agreement in connection with any financing subject to the Municipality's prior written approval, which approval shall not be unreasonably withheld or delayed. The Municipality further agrees that in the event BLS provides written notice to the Municipality that it intends to assign or pledge its rights pursuant to this Agreement, and in the event that the Municipality fails to provide such approval or fails to object within thirty (30) days after its receipt of such notice from BLS, then BLS shall be free to effect such transaction.

This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and assigns as permitted by law.

5. FEES AND PAYMENT

The Municipality shall pay BLS for all equipment, services and maintenance based on the Service Fee schedule indicated in **Exhibit C**.

BLS shall collect and accumulate all payments to Municipality on a monthly basis and provide proper payment to Municipality on or before the 15th day of the following month. The Municipality shall defer all payments to BLS in order to provide a transparent audit process for all payment collected.

6. AVAILABILITY OF INFORMATION

BLS agrees that all relevant information obtained by BLS through operation of the ASE and MPL Systems shall be made available to the Municipality at any time during BLS's normal working hours upon reasonable notice, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of Notices of Liability or the fulfillment of BLS's obligations to Municipality under this Agreement.

7. CONFIDENTIAL INFORMATION

No information provided by BLS to Municipality will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by BLS; however, nothing in this paragraph shall be construed contrary to the terms and provisions of any the "Virginia Freedom of Information Act" or similar laws, insofar as they may be applicable.

8. OWNERSHIP OF SYSTEM

It is understood by the Municipality that the ASE and MPL Systems and all associated hardware and software being provided by BLS is, and shall remain, the sole property of BLS, unless separately



procured by Municipality. The ASE and MPL Systems are being provided to Municipality only pursuant to the terms of this Agreement. Municipality agrees that it shall not make any modifications to BLS's equipment, nor disassemble or perform any type or reverse engineering to the ASE and MPL Systems, nor infringe on any property or patent rights, nor cause or allow any other Person to do any of the foregoing. The parties agree that upon termination of this Agreement for any reason, BLS shall have the right, but not the obligation, to remove any equipment provided.

9. LEGAL COMPLIANCE

Municipality shall at all times comply with all federal, state, and local laws, ordinances, and regulations. Municipality acknowledges that, based on representations by BLS, it reasonably believes that the ASE and MPL Systems and associated summons procedures comply with federal, state, and local laws and ordinances.

10. INDEMNIFICATION

The Municipality shall at all times comply with all federal, state and local laws, ordinances and regulations. The Municipality acknowledges that they reasonably believe the ASE System and associated citation procedures comply with federal, state, and local laws and ordinances. The Municipality shall comply with the maintenance procedures and manufacturer recommendations for operation of the ASE System equipment.

The Municipality shall indemnify and hold harmless BLS against any claims arising from:

- a. Violation of any federal, state and local laws, ordinances and regulations;
- b. Any claims arising from violations that are not the result of BLS's failure to follow proper maintenance procedures and manufacturer recommendations for operation of the equipment;
- c. Any claims as a result of the negligence or willful misconduct of the Municipality, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of BLS.

BLS shall indemnify and hold harmless the Municipality against any claims arising from negligence or willful misconduct of BLS, its officers and directors, agents, attorneys, and employees.

11. LIMITED LIABILITY

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability arising out of or relating to this Agreement.



12. FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, unusually severe weather, epidemics, strikes, or governmental authority approval delays or denials. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

13. CORRESPONDENCE BETWEEN PARTIES

All notices required to be given under this Agreement shall be deemed provided upon the date postmarked when mailed by first class mail, or by registered mail, and addressed to the proper party at the address set forth in Section 21 below.

14. DISPUTE RESOLUTION

Both parties desire all disputes arising out of or in connection with this Agreement to be resolved through good-faith negotiations between the parties, and to be followed, if necessary, by professionally assisted mediation within 45 days. Any such mediator must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to attempt to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and remain confidential. Each party will bear its own costs in the mediation and will equally share the fees and expenses of the mediator.

15. ADDITIONAL SERVICES

Additional systems and services provided by BLS may be added to this Agreement by mutual consent of the parties. In the event the Municipality agrees to contract for other services provided by BLS or companies owned by Blue Line Holdings, LLC whether or not associated with the program herein, Municipality authorize BLS to withdraw invoiced amounts on a one-time basis, or monthly basis, whichever is chosen by the Municipality, as payment for products/services, subject to review and approval by the Municipality. Such services may include but are not limited to Automated License Plate Recognition Systems, Surveillance Cameras, Video Management Systems, or other related technologies.

16. VALIDITY AND CONSTRUCTION OF TERMS

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and all remaining provisions of this Agreement shall remain in full force and effect.



17. ENTIRE AGREEMENT

This Agreement replaces any previous agreements and discussions and constitutes the entire agreement between the parties with respect to the subject matters herein. No amendments, modifications, or alterations of the terms herein shall be binding unless the same is in writing and duly executed by the parties.

18. AUDIT RIGHTS

Each party shall have the right to audit the records of the other party pertaining to the Summons issued pursuant to this Agreement solely for the purpose of verifying the accuracy of payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight hours' notice, at mutually convenient times. The cost of any such audit shall be borne by the party requesting the audit.

19. COVENANT OF FURTHER ASSURANCES

All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments, and other documents that may be necessary or appropriate to carry out any of the terms, conditions, and provisions hereto or to carry out the intent of this Agreement.

20. NO AGENCY

The relationship between the parties shall be that of independent contractors, and the employees, agents and servants of either party shall in no event be considered to be employees, agents, or servants of the other party. This Agreement shall not create an agency relationship between BLS and Municipality and neither party may incur any debts or liabilities or obligations on behalf of the other party, except as specifically provided herein.

21. NOTICES

Any notices or demand which under the terms of this Agreement or under any law shall be in writing shall be made by personal service, first class mail, or by certified or registered mail to the parties at the following address:

Notices to Blue Line Solutions:

Mark Hutchinson, CEO
4411 Oakwood Dr.
Chattanooga, TN 37416

Notices to Sussex County

Front Royal, VA



22. COMPLIANCE WITH LAWS

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, provided it is consistent with the intent of the parties as expressed in this Agreement.

23. PUBLIC INFORMATION & EDUCATION (PI&E)

BLS agrees to work with the Municipality toward implementation of a public information & education program preceding any enforcement. Such efforts will include press releases for TV, radio, newspaper, and internet, social media posts (content), & dissemination of information through the Municipality School System.

24. COOPERATIVE PROCUREMENT AGREEMENT

This agreement follows notice of cooperative procurement advertised by Wythe County, Virginia. Other Virginia local governments (counties, cities, towns) may, at their option, enter into agreement with *Blue Line Solutions, LLC* under the terms of this contract, which may be modified to the unique circumstances of each local government.

COOPERATIVE PROCUREMENT NOTICE: This solicitation is a cooperative procurement. Pursuant to Virginia Code Section §2.2-4304, any resultant contract from this solicitation may be extended to any public agency or body in the Commonwealth of Virginia to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms and conditions and specifications of this solicitation.



25. STATE LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date accepted by the Customer.

Blue Line Solutions, LLC.

By: _____

Front Royal
Commonwealth of Virginia

Authorized Signature (*Municipality*)

Approved and authorized this _____ day of _____, 2023.

Front Royal
Commonwealth of Virginia

Authorized Signature (*Municipality*)

Approved and authorized this _____ day of _____, 2023.



Exhibit A

BLS Obligations and Scope of Work

1. BLS at the request of Municipality shall perform an analysis on selected roadways to determine potential Violation rates and assess the most suitable locations for the ASE and MPL System equipment.
2. BLS shall provide the quantities of ASE and MPL System equipment as indicated on Exhibit D. From time to time, the parties may agree to add or subtract the number of ASE and MPL Systems to be provided and may modify the location(s) without penalty or additional cost to the Municipality if the parties agree in writing.
3. BLS shall provide an automated, web-based processing program for all valid Notices of Liability including image processing, mailing of the initial Notice and a reminder Notice, printing and mailing costs. The program shall be conducted in a timely manner to comply with any applicable statute of limitation for filing Notices of Liability. Subject to the approval and authorization from Municipality, each Notice shall be delivered by First Class mail to the registered owner within the agreed or statutory period. Subsequent Notices or collections notifications may be delivered by First Class, Certified Mail-Return Receipt Requested, or by process servers for additional compensation to BLS as agreed by parties.
4. BLS shall provide reasonably available vehicle registration information necessary to issue Notices of Liability resulting from the ASE and MPL Systems, assuming BLS is authorized to receive such registration data, at no additional cost to the Municipality.
5. BLS shall provide the Agency with an Evidence Package to include a set of images with related documentation for each notice of violation contested.
6. BLS shall provide necessary training for persons designated by the Municipality and the Agency, and provide reasonable public relations resources to Municipality.
7. BLS shall maintain files with regular updates of specific Notices of Liability issued and shall update the status of all accounts based on the disposition information provided by General District Court, indicating payments received, Notices of Liability outstanding, and cases otherwise closed, dismissed or resolved.
8. BLS shall provide to Municipality and the Agency a monthly report of ASE and MPL Systems results within fifteen days of the end of each calendar month. The report shall include the following information:
 - a. Total number of Violation events.
 - b. Total number of actionable Violation events.
 - c. Total number of Notices of Liability issued.



- d. Total number of Notices of Liability paid.
- e. Such reports on ongoing operations as are required, or such other reports and documents as are mutually agreed upon between BLS and the Municipality.

BLS shall also provide a copy of the bank statement each month as part of the monthly reporting to Agency.

9. BLS shall provide all routine maintenance of ASE and MPL Systems equipment and timely respond to equipment repairs.

10. BLS will provide services and data for public information & education (PI&E) campaigns prior to the deployment of any school zone and/or construction zone enforcement program. BLS will continue to assist the agency with ongoing PI&E through the life of the program.

11. BLS will provide one (1) Thirty-Day warning period at no charge to municipality as part of this agreement. Additional warning periods, as requested by municipality, will be subject to the fees per **Exhibit C**.

12. BLS will provide data and reporting information as required by Virginia Code § 46.2-882.1.B.9. for filing the report to the Department of State Police by January 15 of each year.



Exhibit B

Municipality Obligations and Scope of Work

1. The Agency shall ensure the programs and their enforcement procedures comply with all applicable law, and/or policies.
2. The Municipality agrees to direct its Agencies and departments to work with BLS with respect to required system and program implementation to the best of their ability and provide reasonable access to Municipality's personnel and facilities in order to permit BLS and the Municipality to fulfill the obligations under this Agreement.
3. The Municipality agrees to use due diligence in working with BLS in securing all necessary permits or other documentation necessary to operate ASE and MPL Systems under its control. Further, if ASE systems are operated in school zones or construction zones. Municipality shall also assist BLS in obtaining any other permits or authorizations from the appropriate school district, Department of Transportation, Municipality or other government agency, as applicable, for operation in such locations. Municipality shall provide any necessary permits at no cost to BLS.
4. The Municipality will make available to BLS their Public Works Department, Electricians, or other staff to determine locations of poles, placement of poles, gaining access to electricity hookup, etc. needed. Municipality will obtain all Municipality, state, and Municipality or special permits needed for placement of poles, electricity or any other service needed for the installation and usage of the ASE System.
5. The Municipality shall issue a letter to BLS showing its authorized use for pole identified for ASE System to be mounted.
6. The Agency shall ensure that each ASE and MPL System shall be in place and operating each month in areas of speed safety concern, barring unusual downtime for maintenance, weather, act of God or court order.
7. The Agency shall diligently prosecute each valid Notice of Liability and collect all fines. Further, the Municipality shall automatically transmit an electronic file in an agreed format to BLS with monthly updates of all Notice of Liability disposition information provided by the Municipality indicating payments received or cases otherwise closed, dismissed or resolved for contested violations.
8. The Municipality and/or Agency shall cause an authorized officer of the agency to carefully review each potential Violation captured by the ASE and MPL System and shall transmit an electronic signature to each Notice of Liability approved by Municipality.
9. The Municipality hereby acknowledges and agrees that the decision to issue a Notice of Liability shall be the sole, unilateral and exclusive decision of the authorized officer in such officer's sole



discretion, and in no event shall BLS have the ability or authorization to make a Notice of Liability decision.

10. The Municipality shall provide a judge or hearing officer and court facilities to schedule and hear disputed citations.
11. The Municipality shall provide customary fine collection services for all final dispositions for contested violations. The Municipality agrees to reasonably pursue payments of valid Notices of Liability with service of follow-up letters or summons as required for contested violations.
12. The Municipality shall complete and sign any necessary letters to NLETS authorizing BLS to retrieve vehicle data records for processing.
13. As necessary, Municipality shall provide assistance to BLS in obtaining access to vehicle ownership records data, and if requested, provide a letter and support for BLS to use with appropriate licensing bureau agencies indicating that BLS is acting as an authorized agent of Municipality for the purposes of accessing vehicle ownership information on behalf of Municipality.
14. If the Agency operates the ASE systems in school zones, Municipality shall supply BLS with appropriate school schedules and times for pre and ongoing programming of cameras and other system equipment for use, as provided by the school system. The Municipality and/or the Agency shall also notify BLS of any unscheduled school closings or disruptions in normal schedule. This includes early dismissals, snow days, school cancellations, etc. BLS shall wait one business day to process any violations received, so as to ensure adequate time is given for any potential such notification. To the extent permitted by law, the Municipality shall indemnify and hold harmless BLS against all liabilities and expenses arising from Municipality's failure to notify BLS of any closings or changes in school schedules.
15. The Municipality shall promptly reimburse BLS for negligent or intentional damage to the ASE and MPL System caused by Municipality, its employees, or authorized agents.
16. The Municipality shall provide a project manager or other designated individual with authority to execute Municipality's responsibilities under the Agreement.
17. The Municipality shall be responsible for reporting unpaid citations to the Department of Revenue in accordance with statutory requirements, if applicable. BLS will assume this responsibility with written authority provided by the Municipality.
18. The Municipality agrees to be responsible for notifying BLS of any resignations or terminations of their personnel for removal from all applicable systems. This is required to maintain CJIS access and compliance.
19. The Municipality agrees to operate all ASE systems as per **Exhibit E**.
20. The Municipality agrees to provide and maintain current all information requested on **Attachment A**.



Exhibit C

Virginia Service Fees

Virginia Code authorizes collection of a civil penalty up to \$100 for speeding violations of 11 miles-per-hour or more in school and construction zones. The Municipality agrees to pay BLS a fee of \$25.00 per violation event processed which will be subtracted from the Municipality's gross receipts of paid summonses. ***Fee(s) as itemized below include:***

1. Blue Line Solutions, turn-key Automated Speed Enforcement System for all ASE and MPL Systems equipment, including;
 - a. Installation, infrastructure including; Communications and wireless integration
 - b. Ongoing service and maintenance
 - c. All website and Call Center Support.
 - d. Citation issuance and mailing; first mailed notice, second reminder mailed notice.
 - e. Processing Services
 - i. BLS shall provide processing services, which will include the following:
 1. Summons processing of speeding violations
 2. Agency summons approval process
 3. Summons Mailing
 4. Returned Mail
 5. Change of Address (COA) lookup
 6. COA Summons Reissue
 - ii. Affidavit process as defined in §46.2-882.1, Section 3
 - iii. Affidavit process as defined in §46.2-882.1, Section 5 "a notice of (i) the summoned person's ability to rebut the presumption that he was the operator of the vehicle at the time of the alleged violation through the filing of an affidavit as provided in subdivision 3"
 - iv. Reports as required by §46.2-882., Section 9
 - v. Payment Services for collections of summons payments
 1. Call Center Support



2. Mail Center Support
 3. Web Payment Support
- vi. Court Liaison Services
1. Evidential case information on each contested summons
 2. Assistance with establishment of court process

2. Costs associated with the ASE System installation, infrastructure, development, and implementation are recovered/amortized equally and monthly by BLS over the initial term of this agreement from net revenue generated and apportioned to BLS under this revenue sharing agreement. In the event the agreement is terminated by the Municipality as allowed by Section 3.a.(i), prior to the end of the initial term of this agreement and, hence, the full recovery/amortization of above stated costs by BLS, the Municipality will be responsible for the balance.

The parties agree the cost of installation, infrastructure, development, and implementation of the ASE System is \$75,000 per installed ASE System zone(s), and upon early termination under Section 3.a.(i) prior to the end of the initial term of this agreement. Full payment of all such costs will be due within 30 days after the date of termination.

3. Additional Warning Periods

BLS will provide one (1) Thirty-Day warning period at no charge to Municipality as part of this agreement. The fee for additional warnings shall be \$25.00 per processed warning and shall be subtracted from the Municipality's gross receipts of paid summonses.

4. Additional & Special Reporting Requests

Additional requests for special reports or additional information beyond the scope of this agreement may be subject to additional fees.

5. Violation Information Sheet

Optional: BLS will make available a Violation Information Sheet (VIS) for mailing with Violations. The VIS will include general information about the automated speed enforcement program, the varying methods in which it is administered and traffic related statistics to validate the need for the program. The fee for this service will be \$2.50 per mailed Violation and shall be subtracted from the Municipality's gross receipts. [] **Place X in box if declined.**

6. Fees Charged to Violators

A credit card convenience fee of \$5.90 to be charged to the violator using a credit card (unless prohibited by state statute) for Violation payment processed manually for phone payments. Such



convenience fees shall be collected by BLS during payment of Violation and shall not be shared with Municipality or included in Municipality's share of Revenue.

7. Pricing Alteration

This pricing may be changed by agreement of both parties in the event the General Assembly changes allowable charges by statute.

COPY



Exhibit D

Number and Locations of ASE and MPL System Equipment

1. The number of ASE and MPL Systems, as well as the locations for equipment installation will be determined after a careful analysis by the Municipality, the Agency and BLS personnel, considering traffic dynamics, volume, and safety assessments on the Municipality's roadways.

2. Radar Feedback Signs

BLS will provide and install radar speed signs for ASE System to be utilized in school zones, where permitted by law. BLS will only provide service/maintenance on the signs throughout the manufacturer's warranty period. The signs will be installed at the discretion on BLS, and as per approved site construction plans, generally one (1) per ASE System. Notwithstanding the foregoing, the parties agree that the Municipality shall be responsible for assisting BLS in the placement, service, installation and obtaining any regulatory approval related thereto.

3. Automated License Plate Recognition (ALPR) Cameras

BLS may choose to provide Automated License Plate Recognition (ALPR) cameras with an ASE Systems under this agreement, as long as this agreement remains in effect, and provided that Municipality operates each ASE system for the maximum time and at the minimum enforceable speed as allowed by law. Such ALPR cameras must be installed as part of the ASE infrastructure. Additional ALPR systems may be purchased as described in Section 15 of this agreement.

4. Expert Witness

BLS shall provide an expert witness as reasonably necessary to establish judicial notice for contested Violations to establish the accuracy and technical operations of the ASE and MPL Systems.



Exhibit E

Automated Speed Enforcement (ASE) System Operations

1. Operating Times

Municipality agrees to operate ASE Systems in designated areas for the maximum time permitted by law. As provided by the Municipality in Attachment A.

2. Operating Speeds

Municipality agrees to operate ASE Systems in areas at the minimum enforceable speed limit permitted by law. As provided by the Municipality in Attachment A.

3. School Zone Flasher Schedule

Municipality agrees to provide active school zone flasher times to BLS, and maintain the schedule, updating each semester or as needed. Municipality will ensure that the Flasher programming matches the school zone flasher schedule.

Agreed to this date: _____

Authorized Signature (Municipality)

Date

Signature

Date

Blue Line Solutions, LLC
4411 Oakwood Dr.
Chattanooga, TN 37416



Attachment A

Blue Line Solutions, LLC
3903 Volunteer Dr., Suite 400
Chattanooga, TN 37416
423.333.0490



AGENCY: _____
AGENCY CONTACT: _____
CONTACT NUMBER: _____
ADDRESS: _____
DATE VERIFIED: _____
SIGNATURE: _____

The information requested below is vital for the speed enforcement program. We ask that you fill out the form below to ensure that Blue Line Solutions provides the exact data required for each school zone where there will be enforcement and reporting.
Please contact and visit the schools to ensure school zone times and posted speed limits are correct.

School Name: _____						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: _____	Bell Times: _____
					Afternoon: _____	Mid-Day Enforcement: _____
					Morning: _____	Bell Times: _____
					Afternoon: _____	Mid-Day Enforcement: _____
					Morning: _____	Bell Times: _____
					Afternoon: _____	Mid-Day Enforcement: _____
					Morning: _____	Bell Times: _____
					Afternoon: _____	Mid-Day Enforcement: _____

School Name: _____						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: _____	Bell Times: _____
					Afternoon: _____	Mid-Day Enforcement: _____
					Morning: _____	Bell Times: _____
					Afternoon: _____	Mid-Day Enforcement: _____
					Morning: _____	Bell Times: _____
					Afternoon: _____	Mid-Day Enforcement: _____
					Morning: _____	Bell Times: _____
					Afternoon: _____	Mid-Day Enforcement: _____

School Name: _____						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: _____	Bell Times: _____
					Afternoon: _____	Mid-Day Enforcement: _____
					Morning: _____	Bell Times: _____
					Afternoon: _____	Mid-Day Enforcement: _____
					Morning: _____	Bell Times: _____
					Afternoon: _____	Mid-Day Enforcement: _____
					Morning: _____	Bell Times: _____
					Afternoon: _____	Mid-Day Enforcement: _____

School Name: _____						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: _____	Bell Times: _____
					Afternoon: _____	Mid-Day Enforcement: _____
					Morning: _____	Bell Times: _____
					Afternoon: _____	Mid-Day Enforcement: _____
					Morning: _____	Bell Times: _____
					Afternoon: _____	Mid-Day Enforcement: _____
					Morning: _____	Bell Times: _____
					Afternoon: _____	Mid-Day Enforcement: _____



School Zone Speed Study Verification Form - Rev 01122023



Regular Work Session Agenda Statement

Item # 3B

Meeting Date: August 14, 2023

Agenda Item: Front Royal EDA Proposed MOU that Dictates Support Services

Summary: Over the past three months, staff have been working on getting the FREDA board up and running to serve the community's needs for economic development. Through the process, we have identified several issues that need to be addressed as we move forward:

1. Open board positions – currently advertising for two (2) open board seats
2. No Federal Tax ID – Staff is currently working on getting federal tax id established
3. Difference between FREDA bylaws and Chapter 16 Town Code – we have proposed changes to the bylaws to mirror the town code
4. Support Staff for FREDA – MOU between the Town and FREDA that provides the necessary staff support to include management, legal support, and administrative duties for clerking and etc.

Budget/Funding: N/A

Staff Recommendation: Staff recommends moving forward with a MOU agreement for support services from the Town to FREDA.

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

Article I. Purposes and Powers

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

Article II. Offices and Records

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

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

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

arrange to have the same audited annually. Copies of such audit shall be furnished to Town

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

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

Article IV. Officers

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

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

4. The duties of the Vice-Chairman shall be to preside at meetings on request of the Chairman, or in the absence of the Chairman, and in case of the death or resignation of the Chairman shall become the Chairman for the remainder of the term for which the Chairman was elected. In the absence of the Chairman, the Vice-Chairman shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The Vice-Chairman shall perform such other duties as may be assigned by the Board of Directors from time to time.

~~5. The Town will provide support staff for the preparation of the minutes of meetings of the Board of Directors and the Executive Committee and be available for public inspection as herein before provided; to have custody of all important records of the Front Royal EDA; and to see that all notices are duly given as required by these Bylaws or by the Board of Directors.~~

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

~~5.
6. Town Staff shall keep suitable records of all financial transactions of the Front Royal EDA, to have such records audited annually, to furnish a copy of such audit to the Town Council; to make available for public inspection at reasonable times each such annual audit; to have charge and custody of all funds and be responsible for their investment and depositing in the name of the Front Royal EDA when authorized by the Board of Directors; and in general, to perform all duties incident to the Office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors.~~

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Article V. Election of Officers

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

Article VI. Meetings

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

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

Article VII. Staff

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

Article VIII. Fiscal Year

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

Article IX. Committees

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

Article X. Powers, Duties, and Limitations on Authority

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

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

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

Article XI. Amendments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16-5 OFFICERS

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

16-6 POWERS, DUTIES, AND LIMITATIONS

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

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

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

C. All agreements, arrangements, and instruments which purports to be legally binding and to which the Front Royal EDA is a party shall be reviewed by a qualified and licensed attorney-at-law and shall have affixed there to the signature and date of such signing by such attorney with the notation "Approved as to Legal Form" prior to execution thereof by the Front Royal EDA. Any Front Royal EDA agreement, arrangement, or instrument development, redevelopment or financing agreement or arrangement not in conformity with this provision shall be null and void.

D. The Front Royal EDA and its Board of Directors shall have all powers, duties, liabilities, immunities from liabilities, and shall have such limitations upon its authority as set forth in the Industrial Development and Revenue Bond Act of the Code of Virginia and as set forth in in this Chapter, particularly 16-6 (A) and (B) herein.



Regular Work Session Agenda Statement

Item # 04A

Meeting Date: August 14, 2023

Agenda Item: Special Use Permit to Paint Two Murals Larger than 60 square feet located at 1314 N. Royal Avenue – William Kryssing

Summary:

Any mural is a Sign as per the definition. It is used or intended to attract the attention of the public. Therefore, a Wall Sign Permit is required and the maximum size is determined by the length of the building wall (1 square foot of sign per 1 linear foot of the building) with a maximum of 60 square feet.

As per Town Code 175-106-A-4 (Definitions) **Sign**,- “Any device employing letters, words, symbols, etc., used or intended to attract the attention of the public from streets, sidewalks or other outside public rights-of-ways. For the purposes of this Article, the term "sign" shall include all structural members.

As per Town Code 175-106-B-2-b-3a **Wall or Marquee Sign**-.... “Artistic murals containing business or product advertising may be approved for a size exceeding sixty (60) square feet by special permit, pursuant to Section 175-136, when located outside the Historic Overlay District...”

If the Mural is over 60 square feet, then a Special Use Permit is required.

The applicant wishes to paint two murals, one mural totals 210 SF and the other totals 450 SF.

Planning Commission will have a public hearing on August 16th.

Budget/Funding: N/A

Staff Recommendation: Staff recommends approval.



TOWN OF FRONT ROYAL

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
102 EAST MAIN STREET
P.O. BOX 1560
FRONT ROYAL, VA 2263

Main: 540.635.4236

Fax: 540.631.2727

www.frontroyalva.com

SPECIAL USE PERMIT REQUEST

FRSPU _____

APPLICANT:

NAME JULIANA AND WILLIAM KNYSAING PHONE (571) 436-0844

ADDRESS 1250 HIGH KNOB RD, FRONT ROYAL, VA 22630

E-MAIL WILLIAM@FIRSTRESPONSECHIMNEY.COM

PROPERTY OWNER:

NAME WSK Properties LLC PHONE SAME

ADDRESS _____

E-MAIL _____

PROPERTY DESCRIPTION

PROPERTY ADDRESS 1314 N. ROYAL AVE, FRONT ROYAL, VA 22630

TAX MAP _____ SECTION _____ BLOCK _____ LOT _____

SUBDIVISION NAME _____ ACREAGE _____

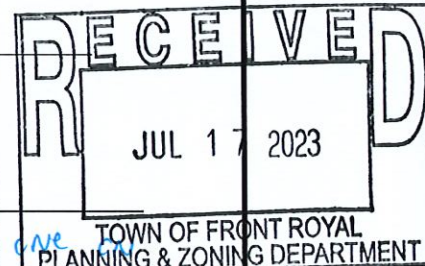
REQUEST

ZONING DISTRICT _____

PROPOSED USE OF PROPERTY C-1, Retail

SPECIFIC SPECIAL USE PERMIT REQUEST Paint & murals

each long side of building - First Responder Tribute
North facing 210 SF, South facing 400 SF



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
3. Application Fee of \$400.00 Receipt # CC Date Paid 7-17-23 MPM
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 7/17/23

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.

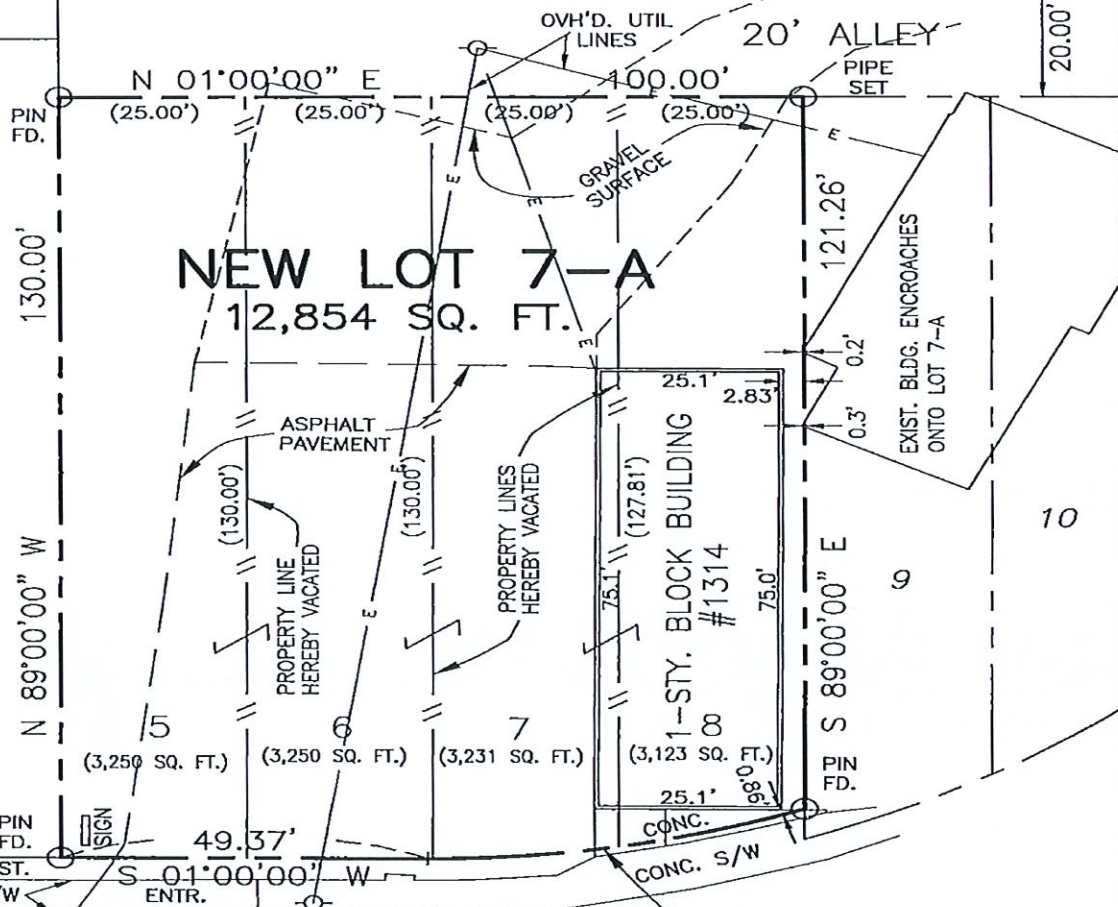
30A LR16-5857

20' ALLEY

14

BLOCK 56
13

LOT 1A LR16-5857

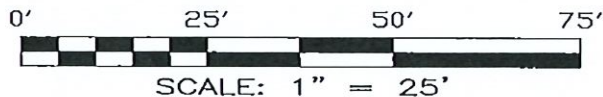


N. ROYAL AVENUE
U.S. RT. 340-522

R/W VARIES - SEE VDOT PROJ. #2693-02
PER R.W.THOMAS SURVEY DATED 5-10-82

SEE SHEET 1 OF 2 FOR NOTES

CURVE DATA
A=51.63'
R=150.99'
D=19°35'31"
CB=S 08°47'46" E
CD=51.38'



survey@measure-map.com
540-636-4949

Darryl G. Merchant
Consulting Land Surveyor
P.O. BOX 1508
FRONT ROYAL, VA 22630

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REPRODUCED, OR ALTERED WITHOUT PERMISSION.

23-F110

DWG. No. AM-1825

PLAT SHOWING LOT CONSOLIDATION OF

LOTS 5, 6, 7 & 8
BLOCK 56

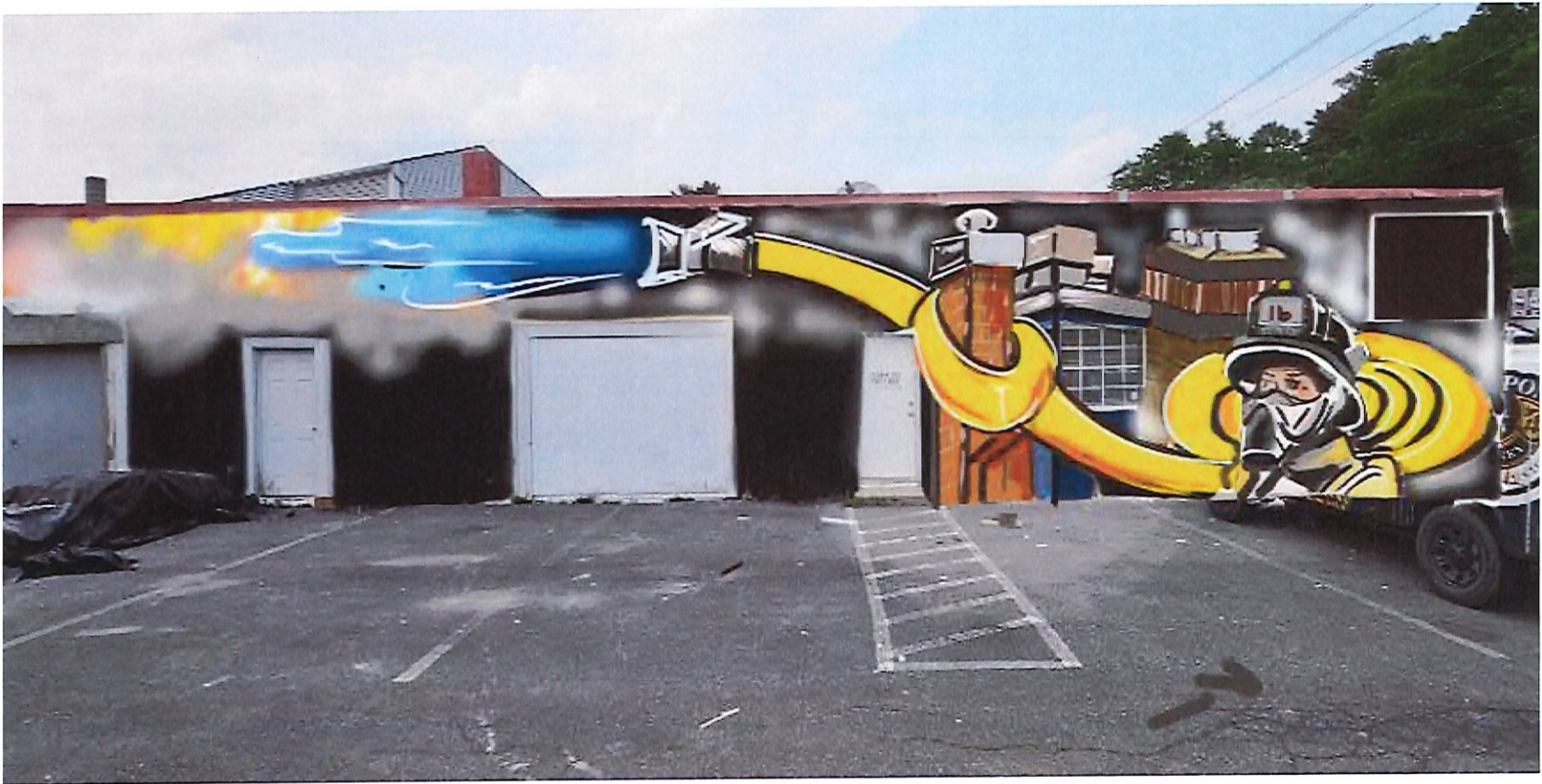
FRONT ROYAL - RIVERTON
IMPROVEMENT CO.

TOWN OF FRONT ROYAL
WARREN COUNTY, VIRGINIA

DATE: 26 APRIL 2008

SHEET 2 OF 2

400 S.F.



210 S.F.



Carol Buffa

From: John Ware
Sent: Friday, July 14, 2023 12:18 PM
To: First Response Chimney Sweeps & Services
Cc: Joe Waltz; George Sonnett; Lauren Kopishke; Connie Potter; Carol Buffa
Subject: RE: 1st Response Chimney Mural

William,

If you would like an official Zoning Determination of your project prior to submitting an Sign Application, please contact Lauren Kopishke our Planning & Zoning Director at 540-635-4236 or email her at lkopishke@frontroyalva.com

Respectfully,

John M. Ware, ESCA0307, SWPA0226, CZO
Deputy Zoning Administrator / Town Planner I
Town of Front Royal, VA | Dept. of Planning & Zoning
102 E. Main St | Front Royal, VA 22630
Office: (540) 635-4236
E-mail: jware@frontroyalva.com



From: First Response Chimney Sweeps & Services <william@firstresponsechimney.com>
Sent: Thursday, July 13, 2023 5:09 PM
To: John Ware <jware@frontroyalva.com>
Cc: Carol Buffa <cbuffa@frontroyalva.com>; Connie Potter <cpotter@frontroyalva.com>; Lauren Kopishke <lkopishke@frontroyalva.com>; artbyamandahorn@gmail.com
Subject: Re: 1st Response Chimney Mural

John,

I disagree with the interpretation of the definition. You could interpret this a few different ways and I feel like your team is interpreting in a way, against us. The mural doesn't sell anything for my business nor does it have any product related to my business. If anything, it would actually do the opposite considering I offered to not put a physical sign on the two sides of the building for the sake of possible interference of the mural and our business signs. When we spoke last week, I made it very clear that we wouldn't mix the signs and the mural so it wouldn't be misconstrued and you were in what seemed to be complete understanding. After numerous statements from you how much you really liked the sign and the tribute to first responders, I felt comfortable with our meeting last week and confident we would be able to do a tribute to first responders by mural.

Because my mural doesn't contain any product or business advertising, at all, I don't see what the driving force is for needing to get these special use permits and go through this extremely expensive, stringent process.

From my interpretation of a mural, what we want to paint wouldn't even be considering a marquee sign (mural) in your book either because a marquee sign in your book displays what you sell as a business, neither of which we are doing.

So the question is, my mural we want to paint, what's the actual definition and abiding rules for this considering your definition of marquee sign doesn't really define it either?

As a first responder in Warren County for the last 13 years, this is a shame. I am from Front Royal and have graduated here. I would spend every weekend at the firehouse when a high school student and developed my entire first responder career from this system. Front Royal Fire Station is the firehouse which developed me into the Firefighter Paramedic I am today. Denying this tribute to first responders would make this a total shame, especially because this could be easily approved in-house by your staff. This mural is a in remembrance and in thought of all past, present and future first responders not only in Warren county but across the country.

Just a little reminder of the first responders who have been injured or died in the line of duty over the last FEW years:

*Chief 8 Homer Cross

*WCFR Chris Jones (injured when he fell through the floor of a basement fire)

*Austin Cucciardo and partner - injured when attending a medical patient on i66 a few years ago when their ambulance was hit by a passing car.

*myself three times when sustaining second degree burns on three separate house fires.

On Thu, Jul 13, 2023 at 3:39 PM John Ware <jware@frontroyalva.com> wrote:

William,

See attached document pertaining to Town Code for Signs.

As per Town Code 175-106-A-4 (Definitions) **Sign**,- "Any device employing letters, words, symbols, etc., **used or intended to attract the attention of the public from streets, sidewalks or other outside public rights-of-ways.** For the purposes of this Article, the term "sign" shall include all structural members.

As per Town Code 175-106-B-2-b-3a **Wall or Marquee Sign**..... "Artistic murals containing business or product advertising may be approved for a **size exceeding sixty (60) square feet by special permit, pursuant to Section 175-136, when located outside the Historic Overlay District...**"

Basically, any Mural is a Sign as per the definition. It is used or intended to attract the attention of the public. Therefore, a Wall Sign Permit is required and the maximum size is determined by the length of the building wall (1 square foot of sign per 1 linear foot of the building) with a maximum of 60 square feet.

If the Mural is over 60 square feet, then a Special Use Permit is required.

John

From: First Response Chimney Sweeps & Services <william@firstresponsechimney.com>
Sent: Thursday, July 13, 2023 12:40 PM
To: John Ware <jware@frontroyalva.com>
Cc: Carol Buffa <cbuffa@frontroyalva.com>; Connie Potter <cpotter@frontroyalva.com>; Lauren Kopishke <lkopishke@frontroyalva.com>; artbyamandahorn@gmail.com
Subject: Re: 1st Response Chimney Muarl

John,

Please explain further reason being that these are "signs" when nothing in these murals, at all references chimney sweeping, inspections, wood stove installs. We even informed you that we would not put any signage on that wall if that's what it took.

Please cite your ordinances specifically as well.

Please also send me copies of all ordinances possibly pertaining to murals.

Please also send any by right ordinances that would pertain. Thanks.

On Thu, Jul 13, 2023 at 12:14 PM John Ware <jware@frontroyalva.com> wrote:

William,

After consultation with Town Staff, it has been determined that all Artistic Murals are indeed signs.

You will need to apply for a Sign Permit for the Mural. The fee would be \$75.00 since the building is in the Entrance Corridor. With the proposed Murals exceeding 60 square feet in size, this would also require an application for a Special Use Permit. The fee for a Special Use Permit is \$400.00. The deadline for submittal of a Special Use Permit to be on the September Planning Commission Public Hearing is August 7th.

If you have any questions, feel free to contact me.

John M. Ware, ESCA0307, SWPA0226, CZO

Deputy Zoning Administrator / Town Planner I

Town of Front Royal, VA | Dept. of Planning & Zoning

102 E. Main St | Front Royal, VA 22630

Office: (540) 635-4236

E-mail: jware@frontroyalva.com



--
William Kryssing
CEO/Owner
First Response Chimney Sweeps & Services LLC
(571)436-0844 william@firstresponsechimney.com
PO BOX 749, Front Royal, VA 22630
firstresponsechimney.com

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William Kryssing
CEO/Owner
First Response Chimney Sweeps & Services LLC
(571)436-0844 william@firstresponsechimney.com
PO BOX 749, Front Royal, VA 22630
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Carol Buffa

From: Lauren Kopishke
Sent: Thursday, July 20, 2023 10:50 AM
To: Planning and Zoning
Subject: FW: First Response Chimney Mural

From: Joe Waltz <jwaltz@frontroyalva.com>
Sent: Thursday, July 20, 2023 10:11 AM
To: Lauren Kopishke <lkopishke@frontroyalva.com>
Subject: FW: First Response Chimney Mural

Lauren,
Please be prepared to discuss this mural issue in detail on Monday night. Please review the email below.
Thanks,
Joe

Joseph Waltz
Town Manager
Town of Front Royal, VA

From: Lori Athey Cockrell <cockrell@frontroyalva.com>
Sent: Wednesday, July 19, 2023 3:57 PM
To: Joe Waltz <jwaltz@frontroyalva.com>; Amber Morris <morris@frontroyalva.com>; Joshua Ingram <jingram@frontroyalva.com>; Wayne Sealock <wsealock@frontroyalva.com>; Skip Rogers <rogers@frontroyalva.com>; H. Bruce Rappaport <hbrappaport@frontroyalva.com>; Melissa DeDomenico-Payne <mdedomenico-payne@frontroyalva.com>
Subject: Fwd: First Response Chimney Mural

Joe,

I'm forwarding this to you so that you're aware of this email.

Lori

Sent from my iPhone

Begin forwarded message:

From: First Response Chimney Sweeps & Services <william@firstresponsechimney.com>
Date: July 19, 2023 at 3:01:08 PM EDT
To: Lori Athey Cockrell <cockrell@frontroyalva.com>
Cc: "H. Bruce Rappaport" <hbrappaport@frontroyalva.com>, Joshua Ingram <jingram@frontroyalva.com>, Melissa DeDomenico-Payne <mdedomenico-payne@frontroyalva.com>, Amber Morris <morris@frontroyalva.com>, Skip Rogers <rogers@frontroyalva.com>, Wayne Sealock

<wsealock@frontroyalva.com>

Subject: First Response Chimney Mural

Hi all,

My name is William, a Warren County HS graduate Class of 2014 and I'm the founder and CEO of First Response Chimney Sweeps & Services. We are a full service fireplace and chimney restoration company and our new location is at 1314 N. Royal Avenue, Front Royal, Virginia which many of you have probably seen that we have been putting tons of effort into fixing the dilapidated building to make a nice location for customers and passerby's rather than the eyesore that it's been for as long as I can remember. We plan to open a hearth shop in the retail space and have around 20-30 different units and to sell wood and pellet stoves, fireplaces and inserts, accessories, etc.

We moved into the building the very beginning of April and we have been putting nearly \$400,000 into renovations for the entire building and our goal is to have a grand opening on October 7th, 2023 where we will offer discounts on wood stoves and hopefully have a big turnout. We plan to have burn demonstrations, fire safety talks, activities and food trucks - we really want to have a GRAND opening, if you get my drift. We want an event, at the very beginning of our busy season. We have been working hard to get this building to finished by this date so we can go live 10/7/23 but one of our hiccups right now, is the holdup with approval to paint a memorial / tribute to first responders on the two long sides of the building.

My wife and I are owners of this business and we are both first responders for the last decade. We both started our careers locally at the Front Royal Fire Station - hence First Response.... Chimney! We wanted to do a tribute to first responders on our building, because we are first responders ourselves.

We both know the significance a simple chimney inspection makes and the safety and assurance it can bring a family starting a fire in their home. In Warren county alone last year, there were 15 chimney fires - which could have been prevented possibly, with an annual chimney inspection and some simple "chimney tips and tricks".

Attached are the two murals that we want to get approved so we can have the building painted in time for the grand opening. We are having issues because now zoning and planning is telling us that we need to get a special use permit, which can take up to four months for approval, if it even gets approved. We were told when we asked about sign permits that if the sign is over 60 square feet, that we would need a special use permit for approval, but we didn't want a sign that large so it didn't matter. We have been in contact with the town about our murals for the last two months or so, but it wasn't until last week when we submitted the sketches and measurements, were we told that the mural is classified as a sign, and because they are bigger than 60 square feet, now we need to get this special permit for approval before we can paint. It's been about two months I've been in contact with the town zoning office, back and forth about miscellaneous things, mostly related to painting the fence, installing actual signs, murals, etc and never once were we advised until this last week that the mural is classified as a sign, and now two months later we are told that we need to have the special permit. This is extremely essential to us because if two months ago we had been told, and we had applied, we would have approval in time for October 7th completion - but now it's no where near possibly without an expedited process. Time is of the essence here, for our grand opening to be on October 7, 2023.

Our timeline of events is specific to October 7, 2023 because Fire Prevention week across the USA is October 8 - October 14th. We wanted to make an impact right before fire prevention week because of the role our business plays into safe burning habits and fire prevention in a home. The bigger our event is, the more families we can make an impact on to employ safer burning habits, stress fire safety, fire

drills in the home, the stop drop and roll techniques and anything related to prevention of disastrous, deadly fires.

I will be attending the meeting this Monday to introduce myself and make a statement. I will bring my wife/business partner and our Muralist - Amanda Horn who shows an incredible talent for creativity and pride in painting murals. My goal this Monday is to hopefully approve these two murals somehow, someday. We would really like the town to approve these murals or hopefully help us expedite the process for approval. We hope we make a positive impact in the community we both serve.

We hope to be an influence in the Front Royal / Warren County community professionally and personally. We hope to influence people to employ safer fire safety tactics. We hope to maybe create the spark in a little kids mind when they see the murals thinking "I want to grow up to be a firefighter paramedic", just like I did and have become.

With this, we can hopefully create some safer homes, develop some more people in the Warren County Fire & Rescue Volunteer system and make our town more beautiful at the busiest intersection in Warren County.

Attached are the two murals we want to paint and also a link to a call I responded too where a 7 year old girl was shot in the chest in which I saved her life.

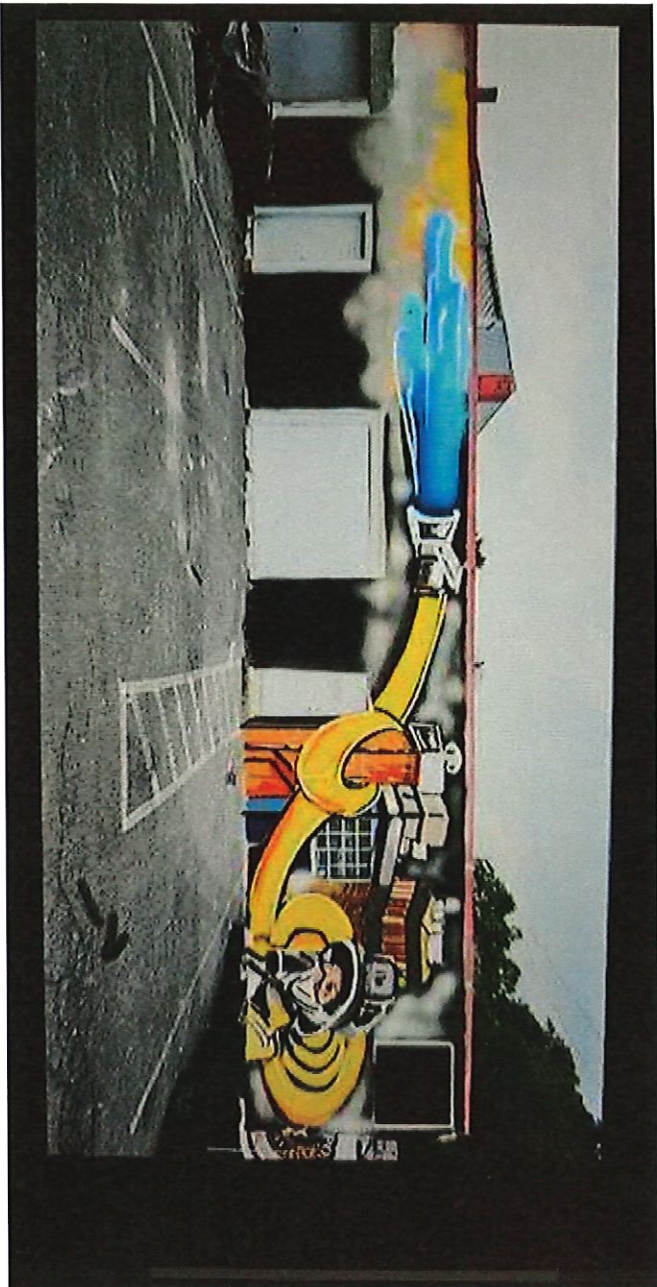
If anyone has any questions and wants to meet in person, or for a phone call my number is 571-436-0844.

I just please ask, help us get this mural painted on the building. We want to paint it within 1.5 months.

Thank you,
William

<https://www.wusa9.com/article/life/heartwarming/get-uplifted/7-year-old-shot-thanks-first-responders-get-uplifted/65-1e555586-dcd9-44e4-a5fa-d6c1847f7fc3>







--

William Kryssing

CEO/Owner

First Response Chimney Sweeps & Services LLC

(571)436-0844 william@firstresponsechimney.com

PO BOX 749, Front Royal, VA 22630

firstresponsechimney.com

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Work Session Agenda Statement

Item #05A

Meeting Date: August 14, 2023

Agenda Item: Electric Cost of Service Analysis and Rate Study

Summary: Purchasing received a request from the Department of Energy Services to procure a firm to provide an Electric Cost of Service Analysis and Rate Study. The method of procurement was sealed competitive negotiation.

On June 13th, 2023, the Town held a public bid opening and received 2 proposals. In accordance with the Virginia Public Procurement Act, an evaluation team met with the two firms. Negotiations began with the firm ranked first and a price considered fair and reasonable and pursuant to the contractual terms and conditions acceptable to the Town is offered for Council review.

Town Council is requested to review and issue the award to GDS Associates, Inc., out of Marietta, Georgia, in the amount of \$40,000.

Please find attached the Evaluation Consensus Letter and score card tabulation sheet.

Budget/Funding: Funding has been budgeted for and is available in the following line item:

9401-43002	Professional Services	\$40,000.00
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Staff Recommendation: Staff recommends to approve as presented and placed under the consent agenda for August 28th



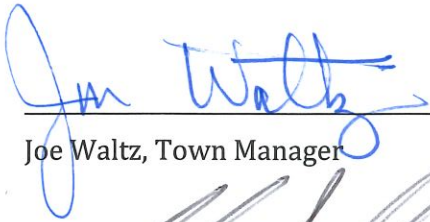
Town of Front Royal, Virginia

Purchasing, Department of Finance

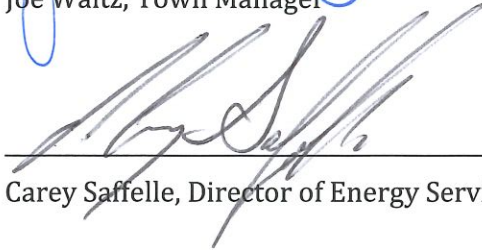
July 27, 2023

RE: RFP #17-2023 ELECTRIC COST OF SERVICE ANALYSIS AND RATE STUDY

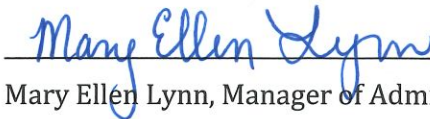
The evaluation committee for the Electric Cost of Service Analysis and Rate Study Request for Proposals has reached a consensus after proposals were scored and the committee was able to meet with all offerors. After elaborating on the firm's methodology and approach, proposal completeness, the firm's experience in similar types of services, qualifications, and schedule, the evaluation committee would like to request Town Council to award a contract to GDS Associates, Inc., to provide the Electric Cost of Service Analysis and Rate Study.



Joe Waltz, Town Manager



Carey Saffelle, Director of Energy Services



Mary Ellen Lynn, Manager of Administration of Energy Services



B.J. Wilson, Director of Finance

August 2, 2023

Michele Campbell, Purchasing Manager
Town of Front Royal
1101 Manassas Avenue
P.O. Box 1560
Front Royal, VA 22630
(540) 636-6889
mcampbell@frontroyalva.com

Subject: Request for Proposal #17-2023

Dear Ms. Campbell:

GDS Associates, Inc. ("GDS") appreciates the opportunity to confirm the scope of services we propose to provide for a full cost of service ("COS") and rate study on behalf of the Town of Front Royal ("Front Royal"). This letter is provided to confirm the scope of work to be performed, to provide a cost estimate for such work activities, and to provide a schedule for conduct of the project.

Scope

GDS will work directly with Front Royal staff to complete a full cost of service study, the steps of which are provided in Section III.1 of the enclosed original RFP: data collection and kickoff meeting, revenue requirements, cost of service, rate design, and reporting and presentations. Pursuant to discussions with Front Royal during the interview process, it is my understanding that the following elements in particular are to be included as part of the study:

- Evaluation of the customer charge level for all rates, but especially residential. Raising customer charges, if a cost-basis supports such change, can help better align fixed cost recovery and help to reduce cash flow volatility associated with extreme and mild weather;
- Net metering policy review, including evaluation and recommendation of alternative approaches as appropriate and developing a recommendation for an application fee if such is appropriate;
- Institution of a demand charge for commercial accounts. This was evaluated by Front Royal and GDS in a prior rate study but never got implemented, so the analysis will be refreshed with a recommendation for implementation;
- Review of connect fees and a line extension policy;
- Review of the Power Cost Adjustment factor, including its design (currently cannot go negative) and its use. Review may result in a recommendation for updated design.

I have included these analyses into the cost estimate I have provided below. Furthermore, I assume one presentation to City Council at the conclusion of the study.

Cost Estimate

Several of the specific elements of the study are incremental to a typical cost of service study, including the net metering policy review and the review of connect fees and line extension policy. Given our familiarity with Front Royal and having conducted several studies in the past, we are confident we can complete many elements in a very efficient manner. We have broken down our cost estimate as follows:

Project Element	Cost Estimate
Standard COS*	\$30,000
Net Metering Policy	\$5,000
Line Extension/Connect Fee Policy	\$5,000
Total Project	\$40,000

** Includes data collection, revenue requirements, cost of service model, rate design, and one City Council presentation. Also includes evaluation of customer charges, demand charges, and PCA.*

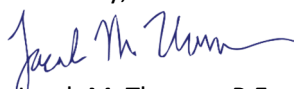
If the total cost is in excess of Front Royal's budget or expectations, we are amenable to discussing project elements that might be adjusted or modified in order to achieve a lower cost. The project cost does NOT include any travel expenses. GDS is happy to make an in-person presentation at Front Royal's request. Such travel expenses as would thereby be incurred would be billed to Front Royal at cost and without mark-up.

Schedule

Assuming notice to proceed occurs and data collection can begin in the second half of August, GDS can complete the study by the end of 2023. A typical study takes in the range of 8-10 weeks, so with holidays, work should begin in early September to ensure timely completion of the project. We would recommend regular check-in calls with designated Front Royal staff to allow the GDS team to report on project status and to identify any data questions, issues, or scheduling problems in advance and maintain open communication throughout the conduct of the project.

Please let me know if there is any other information about our proposal or GDS that we can provide to assist you in your consideration. I personally would very much enjoy working with the great staff at the Town again on such important rate matters.

Sincerely,



Jacob M. Thomas, P.E.
Principal

RFP #17-2023 ELECTRIC COST OF SERVICE ANALYSIS

RATE STUDY

Score Card Tabulation

GDS Associates

	<u>Weight</u>	<u>Weighted Evaluation</u>	<u>Eval #1</u>	<u>Eval #2</u>	<u>Eval #3</u>	<u>Eval #4</u>
Methodology and Approach	20	195	9	10	10	10
Proposal Completeness	10	95	10	10	8	10
Firm's Experience in Similar Types of Services	30	293	9	10	10	10
Qualifications	30	285	9	10	9	10
Schedule	10	90	8	8	10	10
Total		9.6				

RGrid Power PLLC

	<u>Weight</u>	<u>Weighted Evaluation</u>	<u>Eval #1</u>	<u>Eval #2</u>	<u>Eval #3</u>	<u>Eval #4</u>
Methodology and Approach	20	190	8	10	10	10
Proposal Completeness	10	90	7	10	9	10
Firm's Experience in Similar Types of Services	30	218	8	7	6	8
Qualifications	30	248	8	8	8	9
Schedule	10	88	7	8	10	10
Total		8.3				



Work Session Agenda Statement

Item #05B

Meeting Date: August 14, 2023

Agenda Item: Purchase of a Standby Generator for the Energy Services Department

Summary: Council is requested to approve the purchase and installation of a Standby Generator for the Department of Energy Services, to Carter Machinery Company, Inc., of Mechanicsville, VA.

We will be using cooperative contracting through Sourcewell as the procurement method and are requesting Council to approve the purchase during the regular scheduled meeting on August 28, 2023.

Funds totaling \$48,834.15 are available for this purchase on PO #30779 for a facility generator.

Budget/Funding: 9401-R47009 Building & Structures \$48,834.15

Staff Recommendation: Staff recommends approving the award as presented and placed under the consent agenda for August 28th

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: July 24th, 2023
Re: Generator for Energy Services Facility

The purchase and installation of a Standby Generator for the Department of Energy Services Facility was identified in our Capital Improvement Program. Southeastern Consulting Engineers Inc, has assisted in engineering, properly sizing and procuring the attached quote, from Carter Machinery Company, Inc for \$48,834.15.

We recommend moving forward with this purchase, through Carter Machinery Company, Inc's Sourcewell Contract, see below.

Funds for this purchase are available on P.O. # 30779.

Thank you,

Carey Saffelle
Director of Energy Services
Town of Front Royal

Carter Machinery Company, Inc.
8362 Richfood Road, Mechanicsville VA 23116

Gary Ouellette Phone (804) 823-1163
Craig Brander Phone (804) 380-3649

July 13, 2023

Quote # CAB-INVBUDET

Town of Front Royal

Priced Via SOURCEWELL CONTRACT 092222-CAT

Item Qty.

PROPOSAL SUMMARY

- | | | |
|---|---|---|
| 1 | 1 | CAT DIESEL Fueled Standby Generator Set Model D100GC (100kW), 120/208V, 3-Phase, 60hz, 1800RPM <ul style="list-style-type: none"> ▪ UL2200 Certified and NFPA 110 Upgraded ▪ Cat C4, 4.1-Liter Diesel Engine, EPA Emissions Rated Stationary / Emergency Rated ▪ Engine-Mounted Radiator with Coolant ▪ Brushless Generator End Featuring PMG Excitation and Anti-Condensation Heater ▪ L2 Steel Sound Attenuated White Enclosure Level 2 (76.4dBA @ 23ft.) with critical silencer (internally mounted) ▪ 203-gallon UL142 Listed, Double-Walled Integral Diesel Tank with Low Fuel, High Fuel, and Leak Alarms <ul style="list-style-type: none"> • 24hrs at 100% load / 30hrs at 75% load / 40hrs at 50% load ▪ Control Panel: GCCP1.2, NFPA 110. CAN J139 / MODBUS RS485 Communications ▪ Caterpillar PL444 4G LTE Telematics installed which provides generator data / information for customer use via J1939/CAN; Modbus (RS-485); 4G LTE with 2G/3G fallback; Bluetooth®/BLE 5.0 • Generator Run and Common Alarm Relays Installed • Circuit Breaker (generator mounted): One (1) 40amp (100% Rated), LSI Adjustable Trip, 12V Shunt Trip and Aux Contacts. (One spare for future Loadbank Testing.) • Lead Acid 12V Battery System: Battery, Racks, and Cables • Factory Mounted UL Rated Battery Charger 10A • Jacket Water Heater • Factory 0.8 PF Test with report |
|---|---|---|

BASE MODEL & ATTACHMENT LIST PRICE:..... \$ 43,150.00

SOURCEWELL MEMBER DISCOUNT (31%):.....(-) \$ 13,376.50

TOTAL SOURCEWELL MEMBER GENERATOR ONLY CONTRACT PRICE:..... \$ 29,773.50

OTHER SOURCEWELL DISCOUNTABLE PRICE ITEMS

- One (1) Asco 3ATS Series, 400amp NON-Service Entrance Rated, 3-Pole, 208v 3-Phase, Open Transition, Nema-3R Outdoor Enclosure with 44G Anti-Condensation Heater and 11BE Engine Exerciser Package. (11BE Bundle provides RS-485 Serial Modbus Comms, Advanced Engine Exercise Scheduler, 300 Entry Historical Event Log, Alarm Output.)
- Incoming and outgoing Freight. Delivery to Jobsite Included. (Off-Loading and Setting by others).
- Any necessary Yardwork/Pre-Delivery Inspection.
- Standard Startup Procedures and NFPA110 Resistive Loadbank Testing Performed During Normal Business Hours (No Fuel included)
- FIVE (5) YEAR / 2500hr PLATINUM LEVEL GENSET WARRANTY. No Deductibles.
- **OTHER SOURCEWELL DISCOUNTABLE NET PRICE ITEMS:.....(+) \$ 19,060.65**

100kW TOTAL CUSTOMER NET PRICE, F.O.B. Jobsite:..... \$ 48,834.15

SOURCEWELL Contract # 092222-CAT

Town of Front Royal
Priced Via SOURCEWELL CONTRACT 092222-CAT

APPROXIMATE DIMENSIONS of Genset: 128”L x 44”W x 66”H and weighs 3,400lbs without Fuel.

SCOPE REVIEW:

Specifications Sections: None.

Drawings: None

This Bill of Materials based on customer request only. This Bill of Materials represents the entire offer and should be considered budgetary at this time.

CLARIFICATIONS / DEVIATIONS / EXCEPTIONS:

- Federal, State and local code compliance is strictly the responsibility of the owner and their engineers and/or representatives.
- The equipment, services, and testing defined in this proposal constitute the entire offer. No other items are included or implied.

RELATED ITEMS NOT INCLUDED:

- TAX
- Contractor/Customer is responsible for Off-Loading, Setting and all installation of Genset/ATS and any Ship Loose items.
- Contractor/Customer is responsible for all Diesel Fuel needed for commissioning, testing, and final fill of the new Cat Genset.
- Any additional items including Coordination Study, Arch Flash Study, and all 3rd Party testing such as NETA, Infrared Scanning, Vibration, Emissions, Harmonic, Noise Level, Fuel Consumption, or other special testing are not included.

EQUIPMENT LEAD-TIME:

- Generator: Either in CMCo Inventory or 16-20 weeks from factory. ATS is 5-8 weeks. All after approval and release.

TERMS:

- Quotation is valid for 30-days from date of proposal.
- NET 30-days payment from shipment with approved credit.
- Buyer may not cancel a purchase order, return equipment or change the delivery date without Carter’s written consent.
 - Any cancellation, return or change of delivery date is subject to additional charges based on Carter’s costs.
- Due to significant increases in material costs for items such as copper, brass, aluminum, and steel, Carter Machinery reserves the right to pass on price increases in the form of a materials surcharge. If Carter Machinery’s cost increases between the date of this quotation and the release of the product for production, Carter Machinery may add a materials surcharge to cover the increase. Such materials surcharge will carry the same terms and conditions as the other elements of this quotation and the invoicing therein.

CARTER MACHINERY CO., INC.

By: Gary Ouellette

Gary Ouellette – Power Systems Sales Representative

Craig A. Brander

Craig A. Brander – Power Systems Sales Engineer

Thank You for the Opportunity!



Work Session Agenda Statement

Item #05C

Meeting Date: August 14, 2023

Agenda Item:

Bid for Water and Wastewater Chemicals FY24

Summary:

Purchasing issued a solicitation for water and wastewater treatment chemicals. The procurement method was sealed competitive bidding.

On Tuesday, July 25th, Purchasing held a public bid opening and received eight (8) bids. Council is requested to approve the following for FY24 water and wastewater treatment chemicals at firm fixed pricing as follows:

- Chemrite Inc., Buford, GA: Sodium Permanganate \$7,123.20
- Univar Solutions USA, Inc., Morrisville, PA:
 - DelpAC 2020 \$87,040.00
 - Sodium Hypochlorite \$129,600.00
 - Carbon \$7,680.00
 - Sodium Fluoride \$22,170.00
 - Potassium Permanganate, Tech Grade \$30,036.00
- USALCO, Baltimore, MD: DELPAC-XG \$79,848.00
- Suffolk Sales & Services Corp., Suffolk, VA: Glycerin \$116,480.00

Budget/Funding:

Funding has been budgeted and is available in FY24 budget line items:

9601-45406 WTP Chemical Supplies

9801-45406 WWTP Chemicals

Staff Recommendation:

Staff recommends approving the award of contract as presented and placed under the consent agenda for August 28th

VENDOR SPREAD SHEET



Town of Front Royal, VA

IFB #20-2023 CHEMICALS
 BIDL OPENING DATE: 7/25/2023
 BID OPENING TIME: 2:00 PM

	KUEHNE CHEMICAL, CO, INC. KEARNY, NJ	CHEMRITE INC. BUFORD, GA	CARBON ACTIVATED CORP. COMPTON, CA	SHANNON CHEMICAL CORP. MALVERN, PA	UNIVAR SOLUTIONS USA, INC. MORRISVILLE, PA	BRENNTAG MID-SOUTH INC BEDFORD, VA	USALCO BALTIMORE,MD	SUFFOLK SALES & SERVICES CORP. SUFFOLK, VA
	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
WATER TREATMENT PLANT CHEMICAL DESCRIPTION								
ESTIMATED 32,000 GALLONS POLYALUMINUM HYDROXYCHLOROSULFATE EQUIVALENT TO DELPAC 2020					\$2.72 / GAL			
ESTIMATED 54,000 GALLONS SODIUM HYPOCHLORITE	\$4.95 / GAL				\$2.40 / GAL	\$3.29 / GAL (MIN 4500 GAL ORDER)		
ESTIMATED 4 TONS CARBON (AQUA NUCAR) 50# BAGS ONLY		\$3,099 / TON (MIN ORDER 1 SKID 25X44LB BAGS)	\$2,980 / TON (MIN ORDER 1 PALLET 2000 LBS)		\$1,920 / TON			
ESTIMATED 6 TONS SODIUM FLUORIDE (CRYSTAL) 50 LBS BAG ONLY		\$4,498 / TON (MIN ORDER 1 SKID)			\$3,695 / TON			
ESTIMATED 6 TONS TECHNICAL GRADE ONLY POTASSIUM PERMANGANATE 55# PAILS		\$5,780 / TON (MIN ORDER 1 SKID)		\$10,860 / TON	\$5,006 / TON			
ESTIMATED 8 DRUMS SODIUM PERMANGANATE		\$890.40 / DRUM (MIN ORDER 4 DRUMS)		\$1,462.56 / DRUM	\$898.90 / DRUM			
WASTEWATER TREATMENT CHEMICAL DESCRIPTION								
ESTIMATED 52,000 GALLONS GLYCERIN								\$2.24 / GAL
ESTIMATED 18,000 GALLONS DELPAC-XG							\$4.436 / GAL	

***DENOTES NON-RESPONSIVE BID**

The VENDOR SPREAD SHEET is generated from the initial, raw information collected. No award decision has been made.

Prepared by: Michelle Campbell, VCA



Regular Work Session Agenda Statement

Item # 08

Meeting Date: July 10, 2023

CLOSED MEETING

Motion to go into Closed Meeting

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

I move 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:

- 1) 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, more specifically, the Clerk of Council, and,
- 2) pursuant to Section 2.2-3711(A)(3) of the Code of Virginia, for discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, specifically, portions of North Street and adjacent unimproved alleyway, and,
- 3) 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, more specifically, Swan Farm/HEPTAD proposed proffer amendments.
- 4) pursuant to Section 2.2-3711(A)(7) of the Code of Virginia, consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, more specifically, Town of Front Royal v. Front Royal Warren County EDA, et al. and Front Royal Warren County EDA v. Town of Front Royal.

Motion to Certify Closed Meeting at its Conclusion

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

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