



**TOWN OF FRONT ROYAL, VIRGINIA
TOWN COUNCIL MEETING
Monday, January 13, 2014 @ 7:00 p.m.
Warren County Government Center**

1. Pledge of Allegiance
 2. Moment of Silence
 3. Roll Call
 4. Approval of the Regular Council Meeting minutes of December 9, 2013.
 5. Receipt of Petitions and/or Correspondence from the Public
 6. Reports:
 - a. Report of special committees or Town officials and Town Manager.
 - 1. Report from NSVRC – Martha Shickle**
 - b. Requests and inquiries of Council members.
 - c. Report of the Mayor
 - d. Proposals for addition/deletion of items to the Agenda.
 - *7. **CONSENT AGENDA ITEMS – (ROLL CALL VOTE REQUIRED)**
 - A. COUNCIL APPROVAL – Contract for Power Supply Consulting Services with GDS Associates
 - B. COUNCIL APPROVAL – Bid for Construction of the Riverton Substation
 - C. COUNCIL APPROVAL – Second Five-Year Renewal of Water Tank Site Lease Agreement with Virginia PCS Alliance, L.C. (nTelos)
 - D. COUNCIL APPROVAL – Liaison Committee Meeting Agenda Items
 - E. COUNCIL APPROVAL – Bid for Purchase of Water Meters
- *The nature of a consent agenda is such that discussion of individual items does not occur.*
8. **PUBLIC HEARING** – Agreement to Relocate a Portion of Boundary Line for Leach Run Parkway
 9. **COUNCIL APPROVAL** – Resolution to Request an Amendment to Virginia Code Regarding the Authorization to Regulate Tall Grass on Occupied Property
 10. **COUNCIL APPROVAL** – Town Banking Services
 11. **CLOSED MEETING** – Disposition of Town Property



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

Page 1
Item No. 7(A)

Meeting Date: January 13, 2014

Agenda Item: COUNCIL APPROVAL – Contract for Power Supply Consulting Services with GDS Associates

Summary: Council is requested to consider approval of a contract for power supply consulting services that include services related to the Town's power supply invoices and possible additional services related to power supply services with GDS Associates

Budget/Funding: Part of Energy Services Operating Budget

Attachments: Memorandum from Director of Energy Services

Meetings: Work Session held January 6, 2014

Staff

Recommendation: Approval ✓ Denial

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

Proposed Motion: I move that Council approve a contract for power supply consulting services that include services related to the Town's power supply invoices and possible additional services related to power supply services with GDS Associates.

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

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

Approved By: JB

Town of Front Royal
Energy Services
P.O. Box 1560
Front Royal, Virginia 22630-1560
(540) 635-3027 Fax: (540) 635-5497



Memo

To: Steve Burke, Town Manager
From: Joseph Waltz, Director of Energy Services
Date: November 19, 2013
Re: Proposals for Power Supply Consulting Services

The Town issued a request for proposals for power supply consulting services with the intent to enter into a contract for services related to the Town's power supply invoices, and possible additional services related to power supply services. The proposals were due on November 14 in which we received two responses; Burns & McDonnell (BM) and GDS Associates (GDS).

I have reviewed both proposals under the following evaluation matrix:

- Conformance of RFP
 - Both firms were compliant with the RFP
- Experience of the firm
 - Both firms have extensive experience in this area
- Experience and qualifications of individuals assigned to project
 - Both firms have assigned individuals that have the experience and qualification to perform the projects
- Comparable jobs performed
 - Both firms have experience in comparable jobs but GDS has more experiences with smaller utilities and utilities that are members with American Municipal Power (AMP)
- Hourly rates
 - Both firms appear to have competitive rates
- Basic service of monthly review of power bills
 - Both firms supplied equal pricing

After final evaluation, both firms would be able to provide services for the Town of Front Royal. But with GDS's involvement in more similar sized utilities and with other experiences with other members with AMP, I would recommend that we

pursue a contract with GDS Associates. The contract will cover the review of our monthly wholesale bills for a lump sum of \$1,000.00. As the Town investigates future generation assets and market purchases, we would request a price from GDS to perform the analysis, studying and etc. Also in the next 12 months, the Town will need to perform another rate study case to evaluate our wholesale power cost and O&M of our operation to make sure our rates are recovering the true cost of providing services to our citizens.

Please let me know when we can meet to discuss this RFP and the evaluation for power supply consulting services.



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

Page 1
Item No. 7(B)

Meeting Date: January 13, 2014

Agenda Item: COUNCIL APPROVAL – Bid for Construction of the Riverton Substation

Summary: Council is requested to approve a bid for the Riverton Substation clearing, earthwork, foundations, cable trench, conduit, ground grid, graveling and fencing to Lantz Construction Company of Winchester in the amount of \$389,940.00 that includes an additional 15% contingency amount of \$50,000.00.

Budget/Funding: Energy Services line item 9401-R47936, which is funding carried forward from FY12 and funding from FY13 in line item 9401-47936

Attachments: Memorandum from Purchasing Agent, Bid Tabulation and letter from Southeastern Consulting Engineers, Inc.

Meetings: Work Session held January 6, 2014

Staff

Recommendation: Approval ✓ Denial

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

Proposed Motion: I move that Council approve a bid for the Riverton Substation clearing, earthwork, foundations, cable trench, conduit, ground grid, graveling and fencing to Lantz Construction Company of Winchester in the amount of \$389,940.00 that includes an additional 15% contingency amount of \$50,000.00.

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

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

Approved By: JB



TOWN OF FRONT ROYAL

DEPARTMENT OF FINANCE
PURCHASING DIVISION
102 E. MAIN STREET
P.O. BOX 1560
FRONT ROYAL, VIRGINIA 22630-1560

CYNTHIA A. HARTMAN, CPPB
Purchasing Agent
(540) 636-6889
(540) 636-7473 fax
email: cahartman@frontroyalva.com

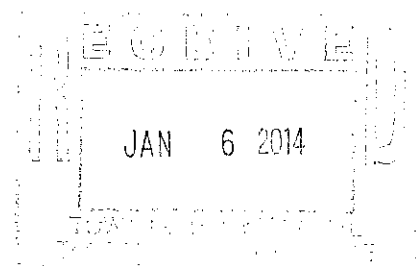
MEMORANDUM

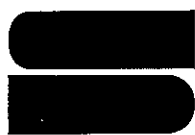
Date: January 3, 2014
To: Tina Presley, Senior Administrative Assistant
Jennifer Berry, Clerk of Council
From: Cindy Hartman, Purchasing Agent
RE: Agenda Item

On Thursday, November 7, 2013, I opened bids for site and below grade construction for the Riverton Substation. The bids were reviewed by the Town's Electric consulting engineers, Southeastern Consulting Engineers. The lowest quotation was submitted by Lantz Construction Company of Winchester. Southeastern has recommended award (see attached documents) be made to Lantz, and due to the dollar amount, will require Town Council approval. Please add this item to the January 13, 2014 Council agenda for their action.

Southeastern Consulting has recommended the award for the Riverton Substation clearing, earthwork, foundations, cable trench, conduit, ground grid, graveling and fencing be awarded to Lantz Construction of Winchester at a cost of \$339,940, with an additional contingency amount of \$50,000, for a total contract award of \$389,940.00.

Funding for this contract is available in the Department of Energy Services line item 9401-R47936, which is funding carried forward from FY12, and funding from FY13 in line item 9401-47936.





Southeastern Consulting Engineers, Inc.

December 19, 2013

Mr. Joe Waltz
Town of Front Royal
P. O. Box 1560
Front Royal, Virginia 22630

Ref.: Riverton Substation Clearing, Earthwork, Foundations, Cable Trench,
Conduit, Ground Grid, Graveling and Fencing (Revised)

Dear Joe:

Three proposals were received from contractors solicited for the site and below grade construction for the Riverton Substation. A tabulation of the bids received and checked for mathematical errors is enclosed.

The lowest proposal was submitted by Lantz Construction Company of Winchester. Lantz has performed similar work for the Town on one of our projects and we believe they are qualified for this construction. Lantz also offered reasonable rates for rock removal and additional excavation should this work be needed.

Because the site construction plan has not been approved and could change the scope of work Lantz has agreed to perform, we recommend adding a contingency/change order fund of approximately 15% to their contract. This fund will only be used for reasonable changes, approved ahead of time, should they be required.

We recommend that you accept the proposal submitted by Lantz Construction, award them a contract in the amount of \$389,940.00 which includes a \$50,000.00 change order fund, and authorize us to prepare the necessary contract documents as soon as the site plan is approved.

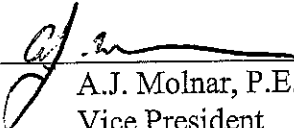
If you have any questions, please call.

Town of Front Royal
Front Royal, Virginia

December 19, 2013
Page 2

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By  _____
A.J. Molnar, P.E.
Vice President

AJM/lc

Enclosure

cc: Mrs. Cindy Hartman

BID TABULATION

Cleaing, Earthwork, Foundation, Cable Trench, Conduit,
Ground Grid Installation, Graveling and Fencing
Riverton Substation

Town of Front Royal
Front Royal, Virginia

Date: November 7, 2013
Time: 2:00 PM, EST

<u>Bidder</u>	<u>Lantz Construction</u> <u>Winchester, VA</u>	<u>CW Wright</u> <u>Chester, VA</u>	<u>MasTec</u> <u>Gaffney, SC</u>
I. Erosion and Sedimentation Control Measures			
II. Site Clearing	\$7,500.00	\$56,650.00	\$63,455.94
III. Earth Work	11,185.00	16,330.00	62,002.64
IV. Foundations:	152,814.00	112,316.00	237,572.78
Transformer	11,469.00	17,776.00	3,498.31
Equipment House	6,345.00	10,245.00	3,498.31
High Side Deadend Structure (F1)	10,104.00	12,168.00	13,993.24
Low Side Switch (F2)	2,874.00	3,540.00	6,996.62
Low Side Structure (F3)	12,933.00	15,930.00	31,484.79
Circuit Breaker (F6)	1,568.00	2,348.00	6,996.62
Voltage Regulators (F6)	8,416.00	10,232.00	6,996.62
High Side Breaker (F7)	1,064.00	1,699.00	3,498.31
V. Cable Trench Installation	19,930.00	12,081.00	24,200.88
VI. Ground Grid Installation	12,296.00	31,106.00	56,498.67
VII. Conduit Installation	18,139.00	40,841.00	104,757.50
VIII. Graveling	29,337.00	74,906.00	88,297.37
IX. Fencing	28,103.00	25,290.00	47,377.68
X. Landscaping	5,863.00	11,850.00	14,117.72
Total Installation	<u>\$339,940.00</u>	<u>\$455,308.00</u>	<u>\$775,244.00</u>

BID TABULATION

Cleaing, Earthwork, Foundation, Cable Trench, Conduit,
Ground Grid Installation, Gravelling and Fencing
Riverton Substation

Town of Front Royal
Front Royal, Virginia

Date: November 7, 2013
Time: 2:00 PM, EST

<u>Bidder</u>	<u>Lantz Construction</u> <u>Winchester, VA</u>	<u>CW Wright</u> <u>Chester, VA</u>	<u>MasTec</u> <u>Gaffney, SC</u>
Additional Prices:			
Unit Adder for Additional Excavation	\$10.00/cu. yd.	\$4.50/cu. yd.	\$34.64/cu. yd.
Unit Adder for Additional Concrete w/Rebar	\$12.00/cu. ft.	\$37.00/cu. ft.	\$1,010.19/cu. ft.
Unit Adder for Rock Excavation	\$100.00/cu. yard	\$800.00/cu. yard	\$173.18/cu. yard
Bid Bond	5%	5%	5%



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

Page 1
Item No. 7(C)

Meeting Date: January 13, 2014

Agenda Item: COUNCIL APPROVAL – Second Five-Year Renewal of Water Tank Site Lease Agreement with Virginia PCS Alliance, L.C. (nTELOS)

Summary: Council is requested to consider approval of a second five-year renewal of the Water Tank Site Lease Agreement, as amended, with Virginia PCS Alliance, L.C. a Virginia limited liability company, doing business as “nTELOS” at an annual rent of \$20,700.00, commencing March 1, 2014. If approved, the current annual rent will increase 15%. The current lease is for the use of the Fairgrounds Road Water Tank and associated “floor space” through February 28, 2014.

Budget/Funding: Revenue adjustment will be included in FY15 budget

Attachments: Copy of Lease Agreement

Meetings: Work Session held December 2, 2013 and January 6, 2014

Staff

Recommendation: Approval ✓ Denial

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

Proposed Motion: I move that Council approve a second five-year renewal of the Water Tank Site Lease Agreement, as amended, with Virginia PCS Alliance, L.C. a Virginia limited liability company, doing business as “nTELOS” at an annual rent of \$20,700.00, commencing March 1, 2014.

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

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Approved By: JB

TOWER SITE LEASE AGREEMENT-SECOND RENEWAL

This Water Tank Site Lease Agreement-Second Renewal ("Second Renewal") is made by and between Town of Front Royal, Virginia ("Lessor") and Virginia PCS Alliance, L.C., a Virginia limited liability company, doing business as NTELOS ("Lessee").

WHEREAS, Lessor and Lessee entered into that certain Water Tank Site Lease Agreement ("Lease") attached hereto as Exhibit A, for use of Town property located at 395 Fairground Road, Warren County, Virginia ("Leased Premises"); and,

WHEREAS, the Lease provides for an initial term of ten (10) years, ending February 28, 2009, and for three (3) successive five (5) year renewal terms upon written request by the Lessee and written agreement by the Lessor; and,

WHEREAS, Lessor agreed to one (1) five year renewal of the Lease dated November 11, 2008 (Tower Site Lease Agreement-First Renewal, herein after "First Renewal") attached hereto as Exhibit B; and,

WHEREAS, Lessor is willing to agree to an additional one (1) five (5) year renewal of the Lease according to the terms herein provided; and

WHEREAS, Lessor and Lessee desire to amend the Lease to provide for one (1) five (5) year renewal term and for other terms herein provided; and,

WHEREAS, Lessor and Lessee hereby affirm that, as of the date hereof: (i) no breach or default by Lessor, or by Lessee to Lessor's knowledge, has occurred; and (ii) the Lease and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this Second Renewal, are in full force and effect, with no defenses or offsets thereto.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Lease, as amended by the First Renewal and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Lessor and Lessee hereby ratify and affirm the terms and conditions of the Lease, as amended by the First Renewal and further acknowledge and agree that the Lease, as amended by the First Renewal is in full force and effect, and neither Lessor nor Lessee, to Lessor's knowledge, as of the date hereof, is in breach under the terms of the Lease, as amended by the First Renewal.
2. All capitalized terms shall have the meaning ascribed to them in the Lease, as amended by the First Renewal unless otherwise defined in this Second Renewal.
3. Notwithstanding any other provision of the Lease, as amended by the First Renewal, there shall be a second renewal term, which shall commence on the first day of March, 2014 and shall expire on the 28th day of February, 2019 ("Renewal Term"). Lessee agrees to pay as annual rent during the Renewal

Term the sum of Twenty Thousand Seven Hundred and No/100 Dollars (\$20,700.00), which shall be paid annually, in advance, beginning on March 1, 2014.

4. Paragraph 14 is hereby deleted in its entirety and replaced as follows:

14. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Lessor and Lessee may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Lessee, to:

Virginia PCS Alliance, L.C.
Attention: Senior Lease Administrator
1150 Shenandoah Village Drive
Waynesboro, VA 22980
Telephone: (540) 946-1852

With a copy to:

NTELOS
Attn: General Counsel, Legal Department
1154 Shenandoah Village Drive
Waynesboro, VA 22980
Telephone: (540) 946-3500

If to Lessor, to:

Town of Front Royal
Attention: Town Manager
Town Administration Building
102 E. Main Street
Front Royal, VA 22630-2612

5. Except as expressly set forth in this Second Renewal, all other terms and conditions of the Lease, as amended by the First Renewal shall remain in full force and effect. To the extent any provision contained in this Second Renewal conflicts with the terms of the Lease, as amended by the First Renewal, the terms and provisions of this Second Renewal shall prevail. This Second Renewal may be executed in multiple counterparts. When at least one copy of this Second Renewal has been executed by each party to this Second Renewal, this Second Renewal shall be in full force and effect, and all of the counterparts shall be read together as a single agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties execute and make effective this Second Renewal as of the date last signed by a party hereto.

LESSOR

TOWN OF FRONT ROYAL, VIRGINIA
A Municipal Corporation

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No.: _____

LESSEE

VIRGINIA PCS ALLIANCE, L.C.,
a Virginia limited liability company,
d/b/a NTELOS

By: R.L. McAroy

Name: R.L. McAroy

Title: EVP / CTO

Date: 12/12/13

Tax ID No.: 54-1740219

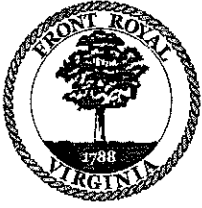
Approved as to Form:

By: [Signature] Date: 12/31/2013

WST Town Attorney

EXHIBIT A

Water Tank Site Lease Agreement



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

Page 1
Item No. 7(D)

Meeting Date: January 13, 2014

Agenda Item: COUNCIL APPROVAL – Liaison Committee Meeting Agenda Items

Summary: Council is requested to approve the following items to be included on the January 16, 2014 Liaison Committee Agenda:

- 1) Catlett Mountain Landfill Improvements
- 2) Leach Run Parkway Project
- 3) Waste Water Treatment Plant/Septage Receiving Facility
- 4) South Fork Bridge Lighting – Agreement for Installation/Maintenance
- 5) Blue Ridge Shadows Proffer Amendment Request
- 6) Route 340/522 Corridor
- 7) FRLP
- 8) Proposed Park-N-Ride Location
- 9) Riverton Substation (Warren County Plan Review Update)
- 10) Property Boundary Adjustment Process

Budget/Funding: None

Attachments: None

Meetings: Work Session held January 6, 2014

Staff

Recommendation: Approval ☒ Denial ☐

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

Proposed Motion: I move that Council approve the following items to be included on the January 16, 2014 Liaison Committee Agenda: 1) Catlett Mountain Landfill Improvements; 2) Leach Run Parkway Project; 3) Waste Water Treatment Plant/Septage Receiving Facility; 4) South Fork Bridge Lighting – Agreement for Installation/Maintenance; 5) Blue Ridge Shadows Proffer Amendment Request; 6) Route 340/522 Corridor; 7) FRLP; 8) Proposed Park-N-Ride Location; 9) Riverton Substation (Warren County Plan Review Update); and 10) Property Boundary Adjustment Process

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

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

Approved By: JB



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

Page 1
Item No. 7(E)

Meeting Date: January 13, 2014

Agenda Item: COUNCIL APPROVAL – Bid for Purchase of Water Meters

Summary: Council is requested to approve a bid for the purchase of various sized water meters for inventory stock in the amount of \$111,600.00 to HDSupply Waterworks.

Budget/Funding: FY13 DES Water Line Maintenance budget line item 9602-47530 “Capital Inventory”

Attachments: Memorandum and Sole Source Justification Form from Purchasing Agent and Letters from Neptune Technology Group, Inc. and HDSupply Waterworks.

Meetings: None

Staff

Recommendation: Approval ✓ Denial

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

Proposed Motion: I move that Council approve a bid for the purchase of various sized water meters for inventory stock in the amount of \$111,600.00 to HDSupply Waterworks.

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

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

Approved By: JB



TOWN OF FRONT ROYAL

DEPARTMENT OF FINANCE

PURCHASING DIVISION

102 E. MAIN STREET

P.O. BOX 1560

FRONT ROYAL, VIRGINIA 22630-1560

CYNTHIA A. HARTMAN, CPPB

Purchasing Agent

(540) 636-6889

(540) 636-7473 fax

email: cahartman@frontroyalva.com

MEMORANDUM

Date: January 3, 2014
To: Tina Presley, Senior Administrative Assistant
Jennifer Berry, Clerk of Council
From: Cindy Hartman, Purchasing Agent
RE: Agenda Item

On Monday, December 23, 2013, I received a requisition for the purchase of (400) 5/8" water meters @ \$225.00 per meter, (12) 1" water meters @ \$350.00 per meter, (6) 1-1/2" water meters @ \$525.00 per meter, (6) 2" water meters @ \$675.00 per meter, and (6) 2" compound meters @ \$1,700.00 per meter from HDSupply Waterworks. The meters are kept in inventory for use as needed. These meters will also be able to be read via radio, if we would ever change our system of meter reading. HDSupply is the only authorized Neptune distributor for our area (see attached letter), so this would be considered a "sole source" purchase.

Due to the dollar amount, the purchase of these meters will require Council approval. Please add this to the January 13, 2014 Council meeting, for their action.

Staff recommends the purchase of various sized meters for inventory stock, at prices noted above. The total purchase cost will be \$111,600.00.

Funding for this purchase is available in the FY13 DES Water Line Maintenance budget line item 9602-47530 "Capital Inventory".

JAN 6 2014

SOLE SOURCE JUSTIFICATION FORM

Requesting Department: Water & Sewer Maintenance Department
Description of Commodities or Services: Neptune R900I Water Meters

On the lines below initial all entries that apply to this procurement.

RBB Original manufacturer's equipment or parts subject to specific patent or copyright
(Please attach supporting documentation)

RBB Equipment or parts not interchangeable with similar parts or equipment of
another manufacturer (Please attach supporting documentation)

RBB Original manufacturer's parts required to maintain equipment warranty
(Please attach copy of manufacturer's warranty)

RBB This is the only known equipment or part that meets the specialized needs of
this department or perform the intended function (Please attach explanation)

RBB This is the only known vendor that can perform the repair, maintenance, or render
the service. (Please attach supporting documentation)

RBB Commodities or services are only available from this vendor because of legal
requirements. (Please attach explanation)

 None of the above apply (Please attach explanation)

Based on the above, I request that competitive purchasing procedures be waived and that
the commodities or services be procured as a sole source procurement. I have obtained a
price quote from this sole source vendor and the price has been determined to be fair and
reasonable based on:

Circle one: History Cost of similar commodities or services

Published prices

Negotiated cost

The Town of Front Royal Procedures for Purchasing and Procurement Manual provides
that written notification of a sole source purchase must be posted in a designated public
area, published in a newspaper of general circulation, or posted on the Town of Front Royal
web site.

Initiator: Robert B. Boyer
Signature

Date: 12-19-13

Verification by Department Head: [Signature]
Signature



NEPTUNE
TECHNOLOGY GROUP INC.

August 25, 2012

To whom this may concern:

Neptune Technology Group Inc. sells and services Neptune meters, parts and AMR systems through trained and certified distributors throughout the United States and Canada.

HDSupply, located in Martinsburg, WV is Neptune's exclusive distributor for the Virginia, West Virginia and Maryland markets.

Please let me know if I can be of further assistance.

Sincerely,

Ronnie E. Shirley

Southeast Regional Manager



WATERWORKS BRANCH 514
DEBBIE HENNAGE
842 PANORAMA ROAD
MONTROSS, VA 22520
PHONE (804) 493-8085

Town of Front Royal Water Department
ATTN: Robert Boyer
E-mail: rboyer@frontroyalva.com

12/4/13

Subject: 5/8" T-10 - 2" T/F Compound Neptune Meters with E-Coder)R900i

You're Cost:

400 - Straight 5/8" x 5/8" T-10 Meters at \$225.00 each	\$90,000.00
12 - 1" T-10 Meters at \$350.00 each	\$ 4,200.00
6 - 1-1/2" T-10 Meters at \$525.00 each	\$ 3,150.00
6 - 2" T-10 Meters at \$675.00 each	\$ 4,050.00
6 - 2" T/F Compound Meters at \$1700.00 each	\$10,200.00

Please let us know if you need anything else.

Thank you.

Debbie Hennage

Cc: Charles Dye
Rodney ring



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

Page 1
Item No. 8

Meeting Date: January 13, 2014

Agenda Item: PUBLIC HEARING – Agreement to Relocate a Portion of Boundary Line for Leach Run Parkway

Summary: As part of the design of the Leach Run Parkway and the new Middle School, a number of parcels that are currently located in both the Town of Front Royal and County of Warren have been designated to be boundary adjusted into the Town limits. Council is requested to consider an agreement with the County of Warren to adjust these properties.

Budget/Funding: None

Attachments: Proposed Agreement

Meetings: Work Session held January 6, 2014

Staff

Recommendation: Approval ☒ Denial ☐

Proposed Motion: I move that Council approve an agreement with the County of Warren to boundary adjust a number of parcels that are currently located in the Town of Front Royal and the County of Warren into the Town limits as part of the design of the Leach Run Parkway.

ROLL CALL VOTE REQUIRED

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

Approved By: SB

**AGREEMENT TO RELOCATE A PORTION OF THE BOUNDARY LINE
BETWEEN THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN**

**THIS AGREEMENT TO RELOCATE A PORTION OF THE BOUNDARY LINE
BETWEEN THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN** is made this ____ day of _____, 2014, by and between the Town Council of the Town of Front Royal, Virginia, a Virginia municipal corporation (hereinafter called the Town) and the Board of Supervisors of the County of Warren Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter called the County)

WITNESSETH:

WHEREAS, on November 28, 2011, the parties hereto, together with the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia (hereinafter called the EDA), entered into a Memorandum of Understanding for Leach Run Parkway Cost Sharing (hereinafter called the MOU) that provided for the acquisition of certain properties by the EDA which would contain sufficient land for portions of right-of-way for the planned Leach Run Parkway public road as well as remainders of the same parcels which would not be used as right-of-way; and

WHEREAS, the MOU also provided that the Town and County would conduct a friendly boundary adjustment of the property acquired by the EDA to incorporate said properties into the Town limits; and

WHEREAS, the EDA has acquired two such parcels, one from NVA Properties, LLC, by deed dated April 20, 2011, recorded as Instrument Number 110002056 (the NVA Property), and one from Ramsey, Inc., by deed dated February 28, 2011, recorded as Instrument Number 110001058 (the Ramsey Property), each of which lay partly within the Town boundary and partly outside of the Town boundary; and

WHEREAS, on July 29, 2013, the County acquired two parcels of land by deed from Rutherford Homes, LLC, recorded as Instrument Number 130005169 (the Rutherford Properties), a portion of each such parcel lying within the Town boundary and a portion of each lying outside the Town boundary; and

WHEREAS, in May 2008, Warren Memorial Hospital acquired a 150.767-acre parcel (the Hospital Property) from Forrest Ann Duncan and from the Walter M. Duncan and Mary Z. Duncan Living Trust, a portion of which parcel is within the Town boundary and a portion of which is outside the Town boundary; and

WHEREAS, on November 22, 2013, Valley Health-Warren Memorial Hospital informed the County that it was agreeable to having all of the Hospital property being boundary adjusted into the Town; and

WHEREAS, the parties now desire to adjust the boundary between the Town and the County to include all of the NVA Property, all of the Ramsey Property, all of the Hospital Property and all of the Rutherford Properties within the boundary of the Town;

NOW, THEREFORE, for and in consideration of the mutual agreements and the considerations contained in the MOU, the Town and the County agree to change and adjust the boundary line between the Town and the County just south of Happy Creek Road just east of its intersection with Shenandoah Shores Road such that all of the NVA Property, the Ramsey Property, the Hospital Property and the Rutherford Properties as shown on the attached plat entitled **"Plat Showing Boundary Line Adjustment Between the Town of Front Royal and Warren County, Happy Creek Magisterial District, Warren County, Virginia"** made by **Darryl Bowser, Land Surveyor, of Racey Engineering, dated October 22, 2013**, a copy of

which is attached hereto and incorporated herein by this reference, shall hereafter be included within the town boundary of the Town of Front Royal, Virginia.

The former portion of the Town-County boundary line shown on the said plat as "N 02°46'19" E 1846.53' Town of Front Royal Hereby Vacated" is hereby extinguished and abolished, and a new portion of the Town-County boundary line shown on the said plat as four segments described as follows is hereby created: "S 22°53'39" E 449.82' Town of Front Royal Hereby Created" and "S 00°37'12" E 635.39' Town of Front Royal Hereby Created" along the Rutherford Properties, "S 01°41'46" E 171.86' Town of Front Royal Hereby Created" along the NVA Property, and "N 31°48'53" E 582.39' Town of Front Royal Hereby Created" along the Ramsey Property.

Pursuant to §§15.2-3106 through 15.2-3108 of the Code of Virginia (1950), as amended, this Agreement is being entered into after proper publication and notice once a week for two successive weeks in a newspaper having general circulation within the Town and County of each of the parties' intention to approve the Agreement, and public hearings conducted by the Town on _____, 2013, and the County on _____, 2013.

The parties hereto shall, upon approval of the respective governing bodies, petition the Circuit Court for Warren County to approve this Agreement To Relocate A Portion Of The Boundary Line Between The Town Of Front Royal And The County Of Warren, by the entry of an Order approving the said Agreement, which Order is to be recorded among the land records of the said Court indexed in the names of the Town and County as both Grantors and Grantees, and a certified copy of which Order will be requested to be sent by the Clerk of the Circuit Court to the Secretary of the Commonwealth.

The parties agree to include in their joint petition to the Circuit Court a request to make the effective date of the boundary change the first day of the first month following entry of the Order referred to above.

The parties agree to equally share the costs of advertising for their public hearings, the filing fees for the petition to the Circuit Court, the recordation costs for the Court Order, and the transmission (postage) costs for mailing the copy of the Court order to the Secretary of the Commonwealth.

ENTERED the date first mentioned above.

WITNESS the following signatures:

**TOWN COUNCIL OF THE
THE
TOWN OF FRONT ROYAL, VIRGINIA**

**BOARD OF SUPERVISORS OF
COUNTY OF WARREN, VIRGINIA**

By: _____
Timothy W. Darr, Mayor

By: _____
Archie A. Fox, Chairman

Attest:

Attest:

Steven M. Burke
Town Manager

Douglas P. Stanley
County Administrator

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Douglas W. Napier,
Town Attorney

Blair D. Mitchell,
County Attorney



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

Page 1
Item No. 9

Meeting Date: January 13, 2014

Agenda Item: COUNCIL APPROVAL – Resolution to Request the Amendment of Virginia Code Regarding the Authorization to Regulate Tall Grass on Occupied Property

Summary: Virginia Code Section 15.2-901.A.e. enables the Town to require the cutting of grass, weeds and foreign growth existing on vacant developed or undeveloped property. Under the statute, only certain enumerated localities are authorized to require the cutting of grass, weeds and foreign growth existing on occupied properties. Council is requested to consider approval of a Resolution to amend the Virginia Code to authorize the Town of Front Royal to regulate the cutting of grass, weeds and foreign growth on occupied properties.

Budget/Funding: None

Attachments: Resolution and State Code

Meetings: Work Sessions held November 4, 2013 and January 6, 2014

Staff

Recommendation: Approval ☒ Denial ☐

Proposed Motion: I move that Council approve a Resolution to amend the Virginia Code to authorize the Town of Front Royal to regulate the cutting of grass, weeds and foreign growth on occupied properties.

ROLL CALL VOTE REQUIRED

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

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

Approved By: JD

RESOLUTION

WHEREAS, it has come to the attention of the Town Council of the Town of Front Royal, Virginia, that, while Virginia Code §15.2-901(A)(3) enables the Town of Front Royal to require owners of ***vacant*** developed or undeveloped property within the Town to cut grass, weeds and other foreign growth existing on their property, and while the Town has enacted §170-2, Code of the Town of Front Royal, Virginia, requiring owners of *vacant* developed or undeveloped property within the Town to cut grass, weeds and other foreign growth existing on their property, only those localities enumerated in Virginia Code §15.2-901(A)(3) are enabled to enact ordinances requiring owners to cut grass, weeds and other foreign growth existing on ***occupied*** properties, and,

WHEREAS, given the high percentage of owner-occupied and tenant-occupied properties within the Town, the inability of the Town to require the cutting of grass, weeds and other foreign growth on these properties presents a serious health, safety and welfare issue for the Town, and also presents an enforcement issue where the Town is perceived to be discriminate in its enforcement against unoccupied vis-à-vis occupied properties.

NOW, THEREFORE, BE IT, HEREBY, RESOLVED by the Town Council of the Town of Front Royal, Virginia, that the Town desires that Virginia Code §15.2-901(A)(3) be amended by adding the

words "**Front Royal**" to the third sentence of that paragraph, thereby enabling the Town to enact an ordinance requiring the owners of **occupied** properties within the Town to cut their grass, weeds and other foreign growth, and the Town requests the assistance of a member of the General Assembly who is able to assist the Town by sponsoring the appropriate bill(s) during the 2014 term to amend Virginia Code §15.2-901(A)(3) accordingly.

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

Hollis L. Tharpe	_____	N. Shae Parker	_____
Daryl Lee Funk	_____	Bret W. Hrbek	_____
Thomas H. Sayre	_____	Eugene R. Tewalt	_____

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

Approved as to form and legality:

Douglas W. Napier, Town Attorney
Date: ____ / ____ / ____

[prev](#) | [next](#)

§ 15.2-901. Locality may provide for removal or disposal of trash, cutting of grass and weeds; penalty in certain counties; penalty.

A. Any locality may, by ordinance, provide that:

1. The owners of property therein shall, at such time or times as the governing body may prescribe, remove therefrom any and all trash, garbage, refuse, litter and other substances which might endanger the health or safety of other residents of such locality; or may, whenever the governing body deems it necessary, after reasonable notice, have such trash, garbage, refuse, litter and other like substances which might endanger the health of other residents of the locality, removed by its own agents or employees, in which event the cost or expenses thereof shall be chargeable to and paid by the owners of such property and may be collected by the locality as taxes are collected;

2. Trash, garbage, refuse, litter and other debris shall be disposed of in personally owned or privately owned receptacles that are provided for such use and for the use of the persons disposing of such matter or in authorized facilities provided for such purpose and in no other manner not authorized by law;

3. The owners of vacant developed or undeveloped property therein, including such property upon which buildings or other improvements are located, shall cut the grass, weeds and other foreign growth on such property or any part thereof at such time or times as the governing body shall prescribe; or may, whenever the governing body deems it necessary, after reasonable notice as determined by the locality, have such grass, weeds or other foreign growth cut by its agents or employees, in which event the cost and expenses thereof shall be chargeable to and paid by the owner of such property and may be collected by the locality as taxes are collected. For purposes of this provision, one written notice per growing season to the owner of record of the subject property shall be considered reasonable notice. In the Counties of Dinwiddie, James City, and Prince George, the Cities of Colonial Heights, Hampton, Hopewell, Newport News, Williamsburg, and Winchester, and the Towns of Ashland, Cedar Bluff, Chincoteague, and Orange, and in a locality within Planning District 8, an ordinance adopted pursuant to this subdivision may also apply to owners of occupied property therein. No such ordinance adopted by any county shall have any force and effect within the corporate limits of any town. No such ordinance adopted by any county having a density of population of less than 500 per square mile shall have any force or effect except within the boundaries of platted subdivisions or any other areas zoned for residential, business, commercial or industrial use.

B. Every charge authorized by this section with which the owner of any such property shall have been assessed and which remains unpaid shall constitute a lien against such property ranking on a parity with liens for unpaid local taxes and enforceable in the same manner as provided in Articles 3 (§ 58.1-3940 et seq.) and 4 (§ 58.1-3965 et seq.) of Chapter 39 of Title 58.1. A locality may waive such liens in order to facilitate the sale of the property. Such liens may be waived only as to a purchaser who is unrelated by blood or marriage to the owner and who has no business association with the owner. All such liens shall remain a personal obligation of the owner of the property at the time the liens were imposed.

C. The governing body of any locality may by ordinance provide that violations of this section shall be subject to a civil penalty, not to exceed \$50 for the first violation, or violations arising from the same set of operative facts. The civil penalty for subsequent violations not arising from the same set of operative facts within 12 months of the first violation shall not exceed \$200. Each business day during which the same violation is found to have existed shall constitute a separate offense. In no event shall a series of specified violations arising from the same set of operative facts result in civil penalties that exceed a total of \$3,000 in a 12-month period.

D. Except as provided in this subsection, adoption of an ordinance pursuant to subsection C shall be in lieu of criminal penalties and shall preclude prosecution of such violation as a misdemeanor. The governing body of any locality may, however, by ordinance provide that such violations shall be a Class 3 misdemeanor in the event three civil penalties have previously been imposed on the same defendant for the same or similar violation, not arising from the same set of operative facts, within a 24-month period. Classifying such subsequent violations as criminal offenses shall preclude the imposition of civil penalties for the same violation.



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

Page 1
Item No. 10

Meeting Date: January 13, 2014

Agenda Item: COUNCIL APPROVAL – Town Banking Services

Summary: The Request for Proposals (RFP) for Banking Services was issued late fall of 2013. This process is completed every five years. Responses were completed by comparing rate structures and services available to both the Town and its citizens. Based on the RFP responses, staff recommends the Town continue its relationship with Union First Market. Council is requested to consider approval of the Town's Banking Service with Union First Market located at 437 South Street.

Budget/Funding: None

Attachments: RFP response sheet

Meetings: Work Session held January 6, 2014

**Staff
Recommendation:** Approval ☒ Denial ☐

Proposed Motion: I move that Council approve the Town's Banking Services with Union First Market located at 437 South Street for a five year period.

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

Approved By: JB

	Union First				
	City National	Wells Fargo	Suntrust	Market	United Bank
Intown Location	Yes	Yes	Yes	Yes	Yes
Onsite Payments	No	No Response	Yes	Yes	No Response
Sweep acct	Yes	Yes	yes	Yes	Yes
Investment options	CD's only	Yes no daily notification	Yes	Yes	Reserve acct
Interest earned	No Response	monthly	daily	daily	No Response
Fees/Rates	not competitive	Not competitive	competitive	competitive	Not Competitive
5 year commentment	Yes	3 years ~ review rates for next 2 years	Yes	Yes	Yes
Gov't references	Yes	Yes	Yes	Yes	Yes
Credit card provided	No response	No Response	Yes	Yes	No Response
Credit card machines	No response	Yes	Yes	Yes	No Response
ACH [ability to make payroll deadline]	additional fee 2 day	additional fee 2~3 day	Yes	Yes	additional fee
Wire	additional fee	additional fee	Yes	Online only	additional fee
Stop payment	additional fee	additional fee	Yes	Yes	additional fee
Bank statement w/in 10 days	Yes	Yes	Yes	Yes	Yes
Holiday	10	10	10	10	10
Implimentation period	30-60 days	45 days	active acct	current	21 days
					not indicated

3 years ~
review rate
schedule every
12 months



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

Page 1
Item No. 11

Meeting Date: January 13, 2014

Agenda Item: CLOSED MEETING – Disposition of Town Property

Summary: Council is requested to convene and go into Closed Meeting for the discussion or consideration of the disposition of publicly held real property, specifically, property located on West Main Street and N. Royal Avenue, where discussion in an Open Meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711A.3. of the Code of Virginia.

Budget/Funding: None

Meetings: None

Staff

Recommendation: Approval ☒ Denial ☐

Proposed Motion:

Motion to go Into Closed Meeting

I move that Council convene and go into Closed Meeting for the discussion or consideration of the disposition of publicly held real property, specifically, property located on West Main Street and N. Royal Avenue, where discussion in an Open Meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711A.3. of the Code of Virginia.

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

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

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

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

Approved By: JB