TOWN OF FRONT ROYAL, VIRGINIA TOWN COUNCIL MEETING

Monday, September 14, 2015 @ 7:00pm
Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of the Regular Council Meeting minutes of August 24, 2015
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
   a. Report of special committees or Town officials and Town Manager.
   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 – HEPTAD, LLC Request for Extension
   B. COUNCIL APPROVAL – Funding Request for *"Royal Cruze-In"* Event
   C. COUNCIL APPROVAL – Liaison Committee Meeting Items
   D. COUNCIL APPROVAL – SBDC Contract Renewal
   E. COUNCIL APPROVAL – Resolution for Public Power Week

8. **PUBLIC HEARING** – An Ordinance to Amend Town Code Pertaining to Fines and Costs for Traffic and Parking Violations *(1st Reading)*

9. **COUNCIL APPROVAL** – Bid and Vacation of Town Right-of-Way on South Fork Drive

10. **COUNCIL APPROVAL** – Purchase of Tablets for Police Department

11. **COUNCIL APPROVAL** – Deed of Easement for "as built" Town Lateral Water Supply Lines, Meter Vaults and Meters Located at 8498-8506 Winchester Road ("Cedarville Corners")

12. **COUNCIL APPROVAL** – Renewal of Lease Agreement for Police Department

13. **COUNCIL APPROVAL** – Budget Amendment for Westminster Drive Sidewalk and VDOT Project Administration Agreement/Resolution

14. **COUNCIL AUTHORIZATION TO ADVERTISE** for Community Development Director

15. **CLOSED MEETING** – Consultation with Legal Counsel

7A

Town of Front Royal, Virginia
Council Agenda Statement

Item No. 7(A)

Meeting Date: September 14, 2015

Agenda Item: COUNCIL APPROVAL – HEPTAD, LLC Request for Extension

Summary: Council is requested to consider a one-year extension, from their current deadline, for HEPTAD, LLC to submit a development plan for the proposed development referred to as Swan Estates, as required under the regulations of the PND District and specifically Section 175-37.18. The current deadline is December 3, 2015. Town Code 175-37.18 authorizes Town Council to grant an extension for up to one year upon demonstration of good cause. The proposed Leach Run Parkway is necessary to serve as the primary access to the proposed development.

Budget/Funding: None

Attachments: Letter from Lawson and Silek, P.L.C.

Meetings: Work Session held September 8, 2015

Staff Recommendation: Approval X Denial_____

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

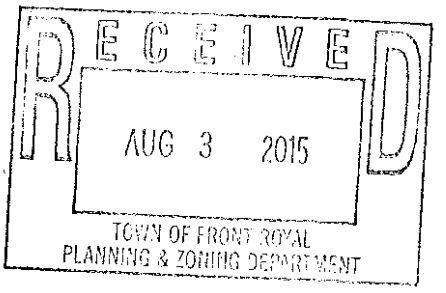
Proposed Motion: **I move that Council approve a one-year extension for HEPTAD, LLC to submit a development plan for the proposed development referred to as Swan Estates until December 3, 2016.**

*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

LAWSON AND SILEK, P.L.C.

43 CHESTER STREET
POST OFFICE BOX 602
FRONT ROYAL, VIRGINIA 22630
TELEPHONE: (540) 635-9415
FACSIMILE: (540) 635-9421
E-MAIL: RLIGHT@LAWSONANDSILEK.COM



August 3, 2015

Jeremy F. Camp, Director
Department of Planning & Zoning
Town of Front Royal
102 East Main Street
Front Royal, Virginia 22630

Re: Heptad, LLC – Request for One-Year Extension

DELIVERED BY HAND DELIVERY

Dear Jeremy:

I am writing to follow up on Joe Silek's letter to you dated June 29 and the subsequent conversations between our office and George Sonnett and you. Based on these subsequent conversations, it is our understanding that in response to the June 29 correspondence, you will be issuing an opinion that the one-year period for submitting a Development Plan for the Heptad project began running as of December 3, 2014 per Town Code §175-37.18. As Joe explained in his June 29 correspondence, in the event that you determined that the one-year period for a Development Plan had begun to run, Heptad desired to make a request to the Town Council for a one-year extension per §175-37.18. While we have not yet received a copy of your formal written opinion, Heptad, LLC desires to move forward with the request to the Town Council as expeditiously as possible. Therefore, please treat this letter as a formal request to the Town Council for a one-year extension of the filing requirement for a Development Plan until December 3, 2016. Kindly refer to Joe's June 29 letter for a statement of justification for this request.

We respectfully request that this matter be placed on the earliest Town work session agenda possible for discussion and eventual placement on the agenda of a regular meeting of the Town Council. We also ask that you copy us with any Town communications, notices, or meeting agendas referencing this request.

Thank you in advance for your assistance, and please contact Joe or me with any additional questions. I look forward to working with you to bring this matter to a successful conclusion.

Respectfully,

Robert J. Light

Cc: Heptad, LLC
George Sonnett, Assistant Town Attorney
Steve Burke, Town Manager

7B

Town of Front Royal, Virginia
Council Agenda Statement

Meeting Date: September 14, 2015

Agenda Item: COUNCIL APPROVAL – Funding Request for *"Royal Cruze-In"* Event

Summary: Council is requested to approve funding in the amount up to $1,250.00 for awards, musical entertainment and license to show a movie for the Town-Sponsored Event *"Royal Cruze-In"* to be held in the Gazebo parking lot on Friday, September 25, 2015 from 7:00pm – 11:00pm.

Budget/Funding: 1101-45428 – Community Relations

Attachments: None

Meetings: Work Session held September 8, 2015

Staff Recommendation: Approval X 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 funding in the amount up to $1,250.00 for awards, musical entertainment and license to show a movie for the Town-Sponsored Event *"Royal Cruze-In"* to be held in the Gazebo parking lot on Friday, September 25, 2015 from 7:00pm – 11:00pm.**

*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

7C

Town of Front Royal, Virginia
Council Agenda Statement

Item No. 7(C)

Meeting Date: September 14, 2014

Agenda Item: COUNCIL APPROVAL – Liaison Committee Meeting Items

Summary: Council is requested to approve the following addition/deletions of Liaison Committee Meeting Items to the upcoming Liaison Committee Meeting Agenda scheduled for September 17, 2015:

1) Addition – Update of 15th Middle School to J. "Warren County's in-Town projects"
2) Deletions – B. Standardization of Public Parking Signs and F. Residential parking and mail boxes on 13th Street

Budget/Funding: None

Attachments: Liaison Committee Meeting Agenda from July 16, 2015

Meetings: Work Session held September 8, 2015

Staff Recommendation: Approval X 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 to approve the following addition/deletions of Liaison Committee Meeting Items to the upcoming Liaison Committee Meeting Agenda scheduled for September 17, 2015: 1) Addition – Update of 15th Middle School to J. "Warren County's in-Town projects", and 2) Deletions – B. Standardization of Public Parking Signs and F. Residential parking and mail boxes on 13th Street**

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Approved By: SB

AGENDA
TOWN/COUNTY LIAISON COMMITTEE MEETING

Warren County Government Center

July 16, 2015
6:00 P. M.

A. Call to Order – Richard Traczyk, Board of Supervisors Chairman

B. Standardization of Public Parking Signs

C. Leach Run Parkway

D. Waste Water Treatment Plant/Septage Receiving Facility

E. Building Inspections Software

F. Residential Parking & Mail Boxes on 13th Street

G. Development Review Committee

H. McKay Property

I. Catlett Mountain Landfill

J. Warren County's in-Town Projects

K. Avtex Property – Main Street Extension

L. Adjournment

7D

Town of Front Royal, Virginia
Council Agenda Statement

Item No. 7(D)

Meeting Date: September 14, 2015

Agenda Item: COUNCIL APPROVAL – SBDC Contract Renewal

Summary: Council is requested to consider a one-year contract renewal with the Small Business Development Center (SBDC) and authorize the Town Manager to sign the Contract for Services on behalf of the Town.

Budget/Funding: 1101-3002 [professional services] FY16 funded

Attachments: Proposal

Meetings: Work Sessions held August 17 and September 8, 2015

Staff Recommendation: Approval X 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 one-year contract renewal with the Small Business Development Center (SBDC) and authorize the Town Manager to sign the Contract for Services on behalf of the Town.**

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

Approved By: SB

LORD FAIRFAX SMALL BUSINESS DEVELOPMENT CENTER
LORD FAIRFAX COMMUNITY COLLEGE
173 Skirmisher Lane
Middletown, VA 22645-1745
540-868-7093
540-868-7095 FAX

LORD FAIRFAX SBDC AT WARRENTON
6480 College Street
Warrenton, VA 20187-8820
540-351-1595
540-351-1597 FAX

SBDC AT CULPEPER
Economic Development Office
101 Duke Street, Suite 116
Culpeper, VA 22701
540-727-0638
540-868-7095 FAX

SBDC AT BRIGHT CENTER
9 N. Loudoun Street
Winchester, VA 22601
540-868-7093

lfsbdc.org

Follow us on Facebook and Linkedin

The SBDC is a cooperative program sponsored by the U.S. Small Business Administration, the Virginia Small Business Development Center Network the counties of Clarke, Culpeper, Frederick, Shenandoah, the City of Winchester and through a special project from the Town of Front Royal.

The LFSBDC is hosted by Lord Fairfax Community College.

Lord Fairfax Small Business Development Center
Proposal for Front Royal

Aug 18th 2015

This proposal is in response to a request from the Town of Front Royal to assist in the development of a more vibrant business climate.

1. The Lord Fairfax Small Business Development Center (LFSBDC) will support the Town of Front Royal through the Front Royal Community Development Director (FRCDD) in their effort to become a Virginia Main Street Community. In cooperation with the FRCDD the LFSBDC will assist in the facilitation of the formation and execution of the Main Street Four Point approach. If for some reason, the Main street designation is denied, we will work with the FRCDD to implement some of the principles of the program.

    a. **Organization:** Organization establishes consensus and cooperation by building partnerships among the various groups that have a stake in the commercial district. Through volunteer recruitment and collaboration with partners representing a broad cross section of the community, your program can incorporate a wide range of perspectives into its efforts. Volunteers are coordinated and supported by a paid program director and the LFSBDC will work with that director to fully utilize this committee

    b. **Promotion:** This committee's goal is to create a positive image that will renew community pride and tell your Main Street story to the surrounding region. The promotions committee communicate your commercial district's unique characteristics, its cultural traditions, architecture, and history and activities to shoppers, investors, potential business and property owners, and visitors.

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c. Design: The design committee helps to get Main Street into top physical shape and creating a safe, preserving a place s historic character, inviting environment for shoppers, workers, and visitors. Popular design activities also include instilling good maintenance practices in the commercial district, enhancing the district's physical appearance through the rehabilitation of historic buildings, encouraging appropriate new construction, developing sensitive design management systems, educating business and property owners about design quality, and long-term planning.

d. Economic Restructuring: Economic restructuring can show you how to strengthen your community's existing economic assets while diversifying its economic base. Successful communities accomplish this by evaluating how to retain and expand successful businesses to provide a balanced commercial mix, sharpening the competitiveness and merchandising skills of business owners, and attracting new businesses that the market can support. The goal is to build a commercial district that responds to the needs of today's consumers while maintaining the community's historic character.

See the Eight Principles at the back of this paper

2. The LFSBDC will met with the FRCDD at least once a month to discuss small business issues that have been identified either by the LFSBDC or the FRCDD. These discussions may consist of the following topics:
   a. Working with the FRCDD and the business community to formalize a brand for not only the downtown core but for the greater Front Royal business community.
   b. Issues that have been brought to the FRCDD during the course of his/her normal business activities.
   c. Issues as related to the Main Street Program.
   d. Planning for bringing the counselor to Front Royal.
   e. Any other issues as related to the small business community.

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3. The LFSBDC will participate in secondary research for the FRCDD. We will utilize our resources to do research on a wide variety of business enhancement topics on an as needed basis. These resources will consist of but not limited to:
    a. ReferenceUSA – A database of all businesses (name, address, phone and principles) in the United States that are downloadable to an Excel file.
    b. Demographics Now – A searchable database that includes all census data, consumer spending habits and Tapestry segmentation. This can be searched down to an area as small as Census Blocks. We can print thematic Maps and pull Excel spreadsheets of the data.
    c. EBSCO Periodicals – A searchable database that allows the used to find articles on a wide variety of business subjects.
    d. IBIS World – The country's largest database of information on market research broken down by industry NAICS code.
    e. Online searches for information dealing with any business subject.

4. The LFSBDC will provide an onsite counselor to Front Royal at least once a month at a location provided by the town. The LFSBDC will coordinate these sessions with the FRCDD and keep the FRCDD appraised of our results (these will be generic results as we cannot discuss individual clients due to confidentiality agreements). In addition to the onsite counselor, the LFSBDC will continue to reach out to businesses as we do in the normal course of marketing the center. We will continue to do this and report the results as part of the overall report to the town. The counselors will be able to counsel on a wide variety of business subjects, such as business and market planning, financial analysis, employee relationships and any other relevant business subject. We will utilize our financial analysis software in these sessions.

5. The LFSBDC will provide no less than six training sessions during the course of this agreement. These sessions will be designed and presented by the LFSBDC in cooperation with the FRCDD at a place designated by the FRCDD. These sessions will be vetted by the FRCDD and marketed through their offices and other business entities in Front Royal. These sessions will be free of charge to the

businesses of Front Royal and if there is room will be open to other localities at a slight fee.

6. The LFSBDC will assist the FRCDD in the planning and execution of any façade design programs. These efforts will consist of training sessions and individual counseling as well as research into the best façade programs around the country. The LFSBDC will try to identify resources that can assist the FRCDD in these efforts.

7. The LFSBDC will participate (as needed) in other programs as we feel that we can provide meaningful assistance to the FRCDD. We will make sure that we interface with the Chamber, FRIBA, the EDA and other small business related entities in Front Royal.

This proposal will be in effect for the second year of this two year project. The Town of Front Royal agrees to pay the LFSBDC Twenty Thousand ($20,000.00) dollars paid on a semi-annual basis. Ten Thousand ($10,000) dollars at inception and Ten Thousand ($10,000) at the end of six months. LFSBDC will report to the Town Council via the FRCDD on a monthly basis. These reports will consist of counseling hours, training hours and number of attendees and other initiatives that were conducted with the FRCDD.

The SBDC mailing address is:
Lord Fairfax Small Business Development Center
Corron Community Development Center
173 Skirmisher Lane
Middletown, VA 22645

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LORD FAIRFAX COMMUNITY COLLEGE
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7E

Town of Front Royal, Virginia
Council Agenda Statement

Item No. 7(E)

Meeting Date: September 14, 2015

Agenda Item: COUNCIL APPROVAL – Resolution – Public Power Week

Summary: Council is requested to approve a Resolution proclaiming October 4 - 10, 2015 as "Public Power Week" in the Town of Front Royal, Virginia.

Budget/Funding: None

Attachments: Resolution

Meetings: None

Staff Recommendation: Approval X 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 Resolution proclaiming October 4 -10, 2015 as "Public Power Week" in the Town of Front Royal, Virginia, as presented.**

*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

Council Resolution

Town of Front Royal, Virginia

RESOLUTION REGONIZING PUBLIC POWER WEEK OCTOBER 4 to 10, 2015

WHEREAS, the citizens of the Town of Front Royal place high value on local control over community services and therefore have chosen to operate a community owned, locally controlled, not-for-profit electric utility, and as consumers and owners of our electric utility have a direct say in utility operations and policies; and,

WHEREAS, the Department of Energy Services provides our homes, businesses, industries, schools, medical services, and government agencies with reliable, efficient, and cost-effective electricity employing sound business practices designed to ensure the best possible service at rates recognized as the lowest in the Commonwealth of Virginia; and,

WHEREAS, the Department of Energy Services is a valuable community asset that contributes to the well-being of our citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness; and,

WHEREAS, the Department of Energy Services is a dependable and trustworthy institution that has served our Town since 1894 whose local operation provides many consumer protections and continues to make our community a better place to live and work.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Front Royal, Virginia hereby recognize the Department of Energy Services for providing low-cost, safe, reliable electric to our homes and businesses just as it has since 1894, the year when the Town established the utility to serve all citizens of the Town of Front Royal; and,

BE IT FURTHER RESOLVED that the Mayor and Council of the Town of Front Royal, Virginia hereby join the more than 2,000 other public power systems in the United States to recognize the week of October 4th through 10th as Public Power Week in celebration of public power.

Adopted this 14th day of September, 2015

APPROVED:

_____

Timothy W. Darr, Mayor

Attest:

_____
Jennifer E. Berry, CMC, Clerk of Council

THIS RESOLUTION was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council on _____ 2015, upon the following recorded vote:

Bébhinn C. Egger	Yes/No	Bret W. Hrbek	Yes/No
Hollis L. Tharpe	Yes/No	Eugene R. Tewalt	Yes/No
John P. Connolly	Yes/No	Daryl L. Funk	Yes/No

Approved as to Form and Legality:

_____
Douglas W. Napier, Esq., Town Attorney
Date: _____

8

Town of Front Royal, Virginia
Council Agenda Statement

Meeting Date: September 14, 2015

Agenda Item: PUBLIC HEARING – An Ordinance to Amend Town Code Pertaining to Fines and Costs for Traffic and Parking Violations *(1st Reading)*

Summary: An Ordinance to amend Front Royal Town Code Sections 158-27 *"Enforcement; Violation and Penalties"*, and 158-53 *"Uniform Fines and Costs for Traffic and Parking Violations*". If approved, procedures for paying or contesting parking tickets will be amended, with fines doubling for failing to act within seven (7) days, and the schedule of fines will be updated to reference all Town parking ordinances, and to reflect changes in fines, the doubling of fines if not paid or contested within seven (7) days, and the elimination of administrative fees.

Budget/Funding: None

Attachments: Ordinance

Meetings: Work Session held July 20, 2015

Staff Recommendation: Approval X Denial_____

Proposed Motion: **I move that Council affirm on its first reading an ordinance to amend Front Royal Town Code Sections 158-27 *"Enforcement; Violation and Penalties"*, and 158-53 *"Uniform Fines and Costs for Traffic and Parking Violations"*, as presented.**

ROLL CALL VOTE REQUIRED

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

AN ORDINANCE TO AMEND FRONT ROYAL TOWN CODE SECTIONS 158-27 and 158-53 PERTAINING TO TOWN PARKING VIOLATIONS, FINES AND PROCEDURES

WHEREAS, a request has been by the Front Royal Police Department to amend Section 158-27 regarding the time limit and procedure for paying or contesting parking tickets (Notice of Violation "NOV") by expanding the time for paying and contesting NOVs, by providing for the doubling of fines and by providing a procedure for contesting NOVs in General District Court; and,

WHEREAS, it has further been requested to amend Section 158-53 to revise the parking violation schedule of fines; and,

NOW THEREFORE, BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia, that 158-27 and 158-53 of the Front Royal Town Code is hereby amended as follows:

158-27 ENFORCEMENT; VIOLATIONS AND PENALTIES

A. It shall be the duty of the police officers of the Town, ~~acting in accordance with instructions issued by the Town Manager~~, in the event that a vehicle is found ~~parking~~ **parked** in violation of a Town ordinance, ~~other than a parking meter violation~~, to attach to the vehicle in question a notice to the **registered** owner ~~or operator~~ thereof that such vehicle ~~has been~~ **was** parked in violation of a Town ordinance **("Notice of Violation"),** and instructing such owner ~~or operator~~ as follows:

1. ~~Uncontested~~ **If contest of a notice of violation is waived**, payment of said parking violation may be made in person or by mail to the Treasurer of the Town of Front Royal in the amount provided by law **(Town Code §158-53)** and **as** indicated on the face of the Notice of Violation. ~~Said~~ Payment shall be made within ~~forty-eight (48) hours~~ **seven (7) days** from the **date of** issuance of the Notice of Violation.

2. The vehicle owner ~~or operator~~ may contest ~~the~~ **a Notice of V**iolation by **submitting a Notice of Violation Contest Form to** ~~notifying~~ the ~~Town Treasurer's office or the~~ Front Royal Police Department within ~~forty-eight (48) hours~~ **seven (7) days** from the **date of** issuance of the Notice of Violation. A court date and time ~~shall~~ **will** be provided to those persons ~~wishing to~~ contest**ing** a **Notice of** Violation.

3. Failure to ~~contest or~~ pay ~~without~~ **or** contest **within seven (7) days** ~~shall~~ **will** result in the **doubling of the fine indicated on the Notice of Violation.** ~~issuance of a summons by the town to the registered owner of said vehicle requiring him or her to appear in court and answer to said violation.~~

B. **The Clerk of the General District Court for Warren County will be provided with copies of** ~~Notice of~~ all **Notice of Violation Contest Forms.** ~~contested cases shall be given in writing by the town to the Clerk of the General District Court.~~

158-53 UNIFORM FINES AND COSTS FOR TRAFFIC AND PARKING VIOLATIONS

~~For any~~ **Fines assessed for parking in** violation **of Town parking ordinances shall be in accordance with the following fine schedule**: ~~listed below where such violation does not result in an accident, a driver may enter a written appearance, waiver of court hearing, plea of guilty, pay fines and costs as provided below:~~

~~Description of Violation~~	~~Ordinance~~	~~Fine~~	~~Processing Fee~~	~~Total~~
~~Parking on sidewalk~~	~~158-16(A)(1)~~	~~$20.00~~	~~$30.00~~	~~$50.00~~
~~Interfering with driveway~~	~~158-16(A)(2)~~	~~$20.00~~	~~$30.00~~	~~$50.00~~
~~Parking within an intersection~~	~~158-16(A)(3)~~	~~$20.00~~	~~$30.00~~	~~$50.00~~
~~Parking within 15 ft. of fire hyd.~~	~~158-16(A)(4)~~	~~$20.00~~	~~$30.00~~	~~$50.00~~
~~Parking on a crosswalk~~	~~158-16(A)(5)~~	~~$20.00~~	~~$30.00~~	~~$50.00~~
~~Parking within 20 ft. of a corner~~	~~158-16(A)(6)~~	~~$20.00~~	~~$30.00~~	~~$50.00~~
~~Parking in a Restricted Zone~~	~~158-16(A)(8)~~	~~$20.00~~	~~$30.00~~	~~$50.00~~
~~Parking near Fire Station~~	~~158-16(A)(10)~~	~~$20.00~~	~~$30.00~~	~~$50.00~~
~~Double Parking~~	~~158-16(A)(12)~~	~~$20.00~~	~~$30.00~~	~~$50.00~~
~~Parking upon a bridge~~	~~158-16(A)13)~~	~~$20.00~~	~~$30.00~~	~~$50.00~~
~~Parking violation of official sign~~	~~158-16(A)(14)~~	~~$20.00~~	~~$30.00~~	~~$50.00~~
~~Parking in Fire Lane~~	~~158-16(A)(15)~~	~~$20.00~~	~~$30.00~~	~~$50.00~~
~~Parking in Loading Zones~~	~~158-18~~	~~$20.00~~	~~$30.00~~	~~$50.00~~
~~Parking on Highway~~	~~158-21~~	~~$20.00~~	~~$30.00~~	~~$50.00~~
~~Obstructing Traffic~~	~~158-21~~	~~$20.00~~	~~$30.00~~	~~$50.00~~
~~Parking in Handicap Space~~	~~158-1~~	~~$150.00~~	~~$30.00~~	~~$180.00~~
~~Failure display current Va. Plates~~	~~46.2-600(state)~~	~~$25.00~~	~~$30.00~~	~~$55.00~~
~~Failure to display Town auto license sticker~~	~~160-1~~	~~$25.00~~	~~$30.00~~	~~$55.00~~

Description of Violation	**Town Ordinance**	**Fine**	**Double Fine***
Parking in Handicapped Space	158-1	$100.00	$200.00
Parking on Sidewalk	158-16(A)(1)	$25.00	$50.00
Interfering with Driveway	158-16(A)(2)	$25.00	$50.00
Parking within an intersection	158-16(A)(3)	$25.00	$50.00
Parking within 15’ of fire hydrant	158-16(A)(4)	$25.00	$50.00
Parking on a crosswalk	158-16(A)(5)	$25.00	$50.00
Parking within 20’ of corner/crosswalk	158-16(A)(6)	$25.00	$50.00
Parking within 30’ of stop sign/ traffic signal	158-16(A)(7)	$25.00	$50.00
Parking within 50’ of railroad grade crossing	158-16(A)(9)	$25.00	$50.00
Double Parking	158-16(A)(12)	$25.00	$50.00
Parking upon a bridge	158-16(A)(13)	$25.00	$50.00
Official Sign prohibiting parking / yellow paint	158-16(A)(14)	$25.00	$50.00
Parking in Fire Lane	158-16(A)(15)	$25.00	$50.00
Failure to park right wheels to curb	158-16(A)(16)	$25.00	$50.00
Parking trucks, trailers (residential)	158-19.1(B)	$25.00	$50.00
Stopping on highway / Obstructing traffic	158-21	$25.00	$50.00
Failure to display current VA plates	158-26(A)	$25.00	$50.00
Parking inoperative vehicle over 10 days	158-26(B)	$25.00	$50.00
Failure to display Town auto sticker	160-10(D)	$25.00	$50.00
Invalid State Inspection		$25.00	$50.00

* If fine not paid or contested within seven (7) days of the date of issuance of the Notice of Violation.

This ordinance shall become effective upon passage.

APPROVED:

_____
Timothy W. Darr, Mayor

ATTEST:

_____
Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____2015, upon the following recorded vote:

John P. Connolly	Yes/No	Bret W. Hrbek	Yes/No
Hollis L. Tharpe	Yes/No	Eugene R. Tewalt	Yes/No
Bébhinn C. Egger	Yes/No	Daryl L. Funk	Yes/No

A public hearing on the above was held on _____,2015 having been advertised in the Northern Virginia Daily on _____,2015 and _____,2015.

Approved as to form and legality:

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

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Town of Front Royal, Virginia
Council Agenda Statement

Meeting Date: September 14, 2015

Agenda Item: COUNCIL APPROVAL – Bid and Vacation of Town Right-of-Way on South Fork Drive

Summary: On August 10, 2015, Council held a public hearing to receive comments from the public pertaining to the possible vacation of a 6,346 square foot public right-of-way located on a portion of South Fork Drive at its intersection with Kesler Road. Council also approved, that evening, the sale of said property by means of bids with the return date of the bids as September 3, 2015. All bids remained sealed until this evening's regular meeting of Town Council. Council is requested to open bids during this meeting and accept or reject any and all bid offers. If a bid offer is accepted Council is requested to approve the vacation of said property, contingent upon the purchaser submitting a plat consolidating the lot purchased with an adjacent lot within sixty (60) days of bid award to finalize property transfer.

Budget/Funding: None

Attachments: Application, Plat, Minutes, Ad, Resolution

Meetings: Regular Meetings held July 13 and July 27, 2015 and Public Hearing held August 10, 2015.

Staff Recommendation: Approval X Denial_____

Proposed Motion: **I move that Council approve and accept the bid offer of _____ from _____ for the purchase of 6,346 square foot public right-of-way located on a portion of South Fork Drive at its intersection with Kesler Drive, as presented, from the Town of Front Royal and declare the property as vacated, contingent upon the purchaser submitting a plat consolidating the lot purchased with an adjacent lot within sixty (60) days of bid award to finalize property transfer and upon the final payment of all additional costs associated with the vacation process.**

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: X

APPLICATION FOR VACATION OF STREETS AND ALLEYS

(Please see the attached Procedures before submitting the Application)

NAME William B. Murphy

ADDRESS 411 N. Royal Ave. Front Royal, VA. 22630 PHONE 540-636-6369

Reason for vacation request: Add small pie shaped Residul From Right of Way to Lot 2 Block 2 Kesler Subdivision

Please specify the portion of the street or alley to be vacated * Riverview Section Plat 1 & 2 accepted by Town Council. Right-of-Way part of Subdivision. (This Lot #3 was orginally part of Kesler Subdivision.)

List all names and addresses of adjacent property owners: This partial Lot joins only the Applicant - William B. Murphy

*This application must be accompanied by a copy of a plat showing the dedicated street/alley to be vacated.

I have read, understand and will comply with all the specified regulations set forth in Vacation of Streets and Alley Procedures.

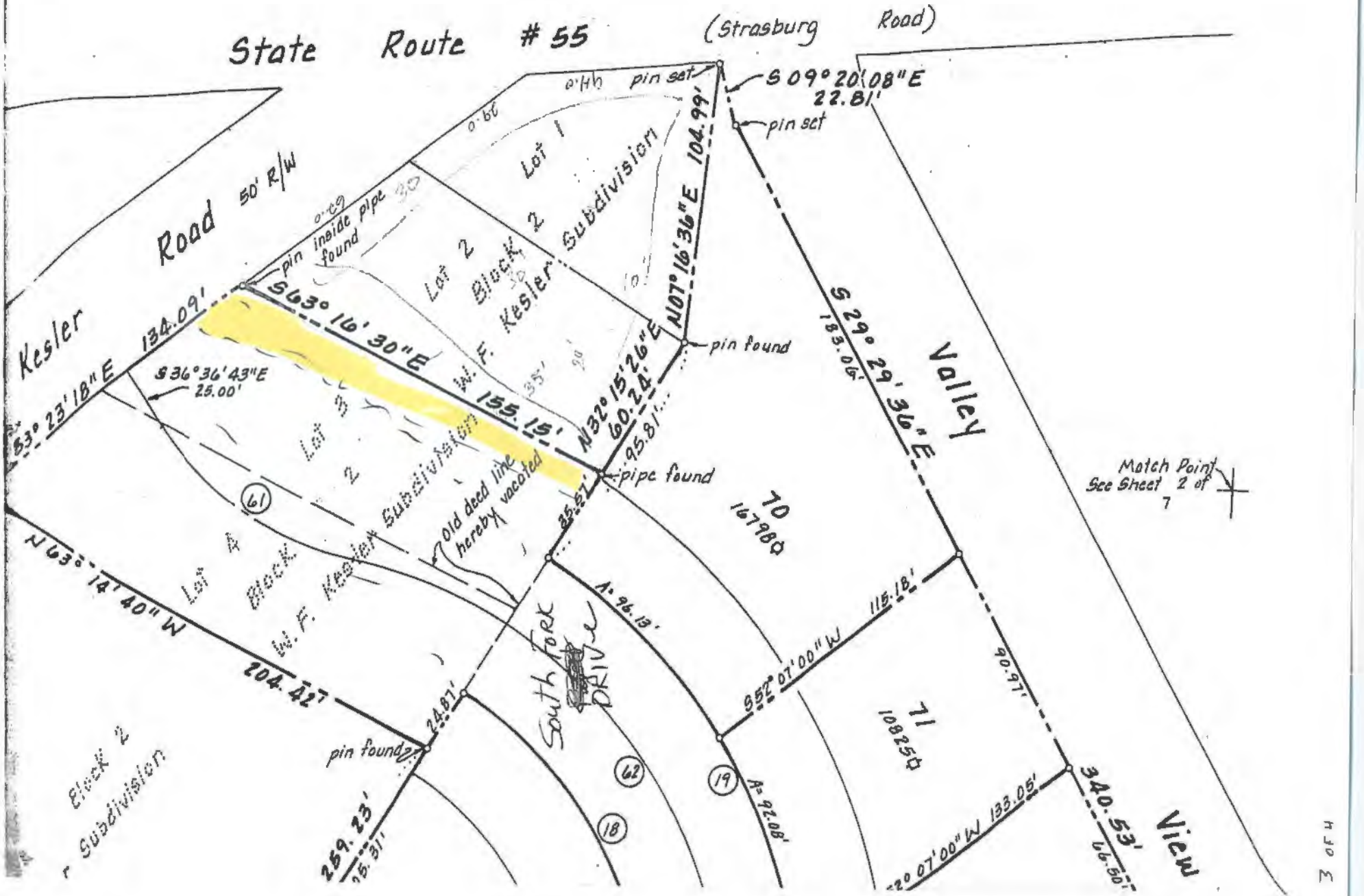
Signed William B Murphy

Date July 10, 2014

Return to: Town Manager
P.O. Box 1560
Front Royal, Virginia 22630

Pd 100.00 Application Fee
Ck# 4198 · 7/10/14

Partial of Lot 3 To be Vacated



3 of 4

To: Front Royal Town Council
From: Viewing Committee
RE: Vacation of Right-of-Way Request – William B. Murphy
Date: August 29, 2014

The Town of Front Royal has received an application from William B. Murphy, 411 N. Royal Avenue, Front Royal, Virginia 22630, "Application For Vacation of Streets and Alleys", dated July 10, 2014, seeking the partial vacation of the triangular piece of Lot 3 in Kesler Subdivision (Riverview Subdivision) on Kesler Road and South Fork Drive, south side of Strasburg Road.

The right-of-way that has been requested for vacation is currently undeveloped. It contains no conflicts with any existing public utility systems; and, the Town staff is not aware of any plans to locate utilities in this area at this time. There are also no zoning implications associated with this request.

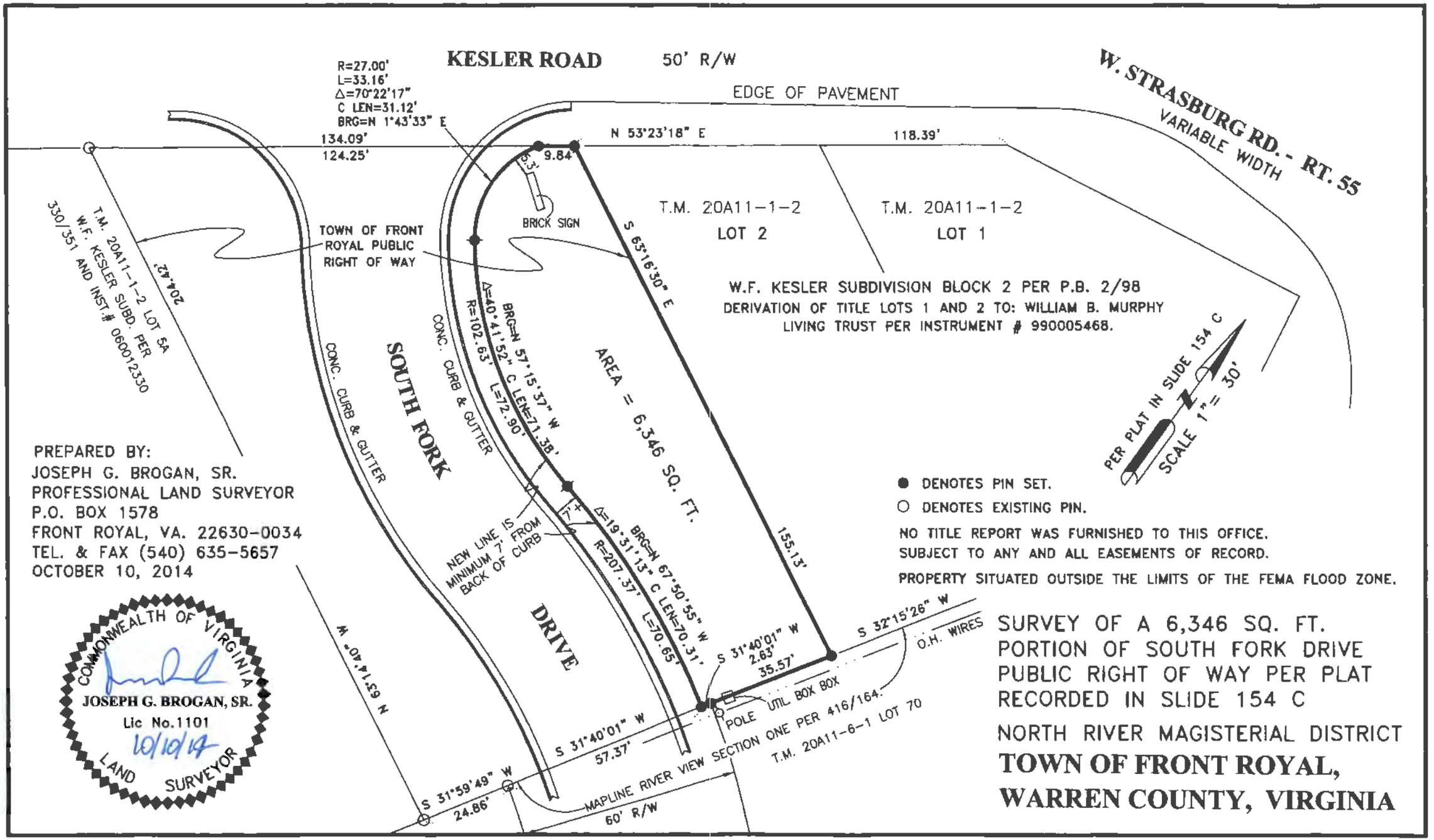
No adjacent property owners have objected to the vacation.

In our opinion, vacation of this partial vacation of Lot 3 would pose no harm to the adjacent property owners. Accordingly, we recommend approval of this request.

Mr. Ronald W. Crawford

Mr. Staige F. Miller, Jr.

Mr. Robert R. North



PREPARED BY:
JOSEPH G. BROGAN, SR.
PROFESSIONAL LAND SURVEYOR
P.O. BOX 1578
FRONT ROYAL, VA. 22630-0034
TEL. & FAX (540) 635-5657
OCTOBER 10, 2014

COMMONWEALTH OF VIRGINIA
JOSEPH G. BROGAN, SR.
Lic No.1101
10/10/14
LAND SURVEYOR

● DENOTES PIN SET.
○ DENOTES EXISTING PIN.

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

PROPERTY SITUATED OUTSIDE THE LIMITS OF THE FEMA FLOOD ZONE.

SURVEY OF A 6,346 SQ. FT.
PORTION OF SOUTH FORK DRIVE
PUBLIC RIGHT OF WAY PER PLAT
RECORDED IN SLIDE 154 C

NORTH RIVER MAGISTERIAL DISTRICT

TOWN OF FRONT ROYAL,
WARREN COUNTY, VIRGINIA

TOWN OF FRONT ROYAL

INVITATION FOR BID

SALE OF PUBLIC RIGHT OF WAY

Pursuant to the Town of Front Royal Town Code Section 1-22.A. and the Town's written Vacation of Streets/Alleys policy, notice is hereby given that during their regular meeting held August 10, 2015, the Town Council approved to consider the possible sale of a piece of land. The Town Council determined that the Town has no foreseeable use for said property and its vacation and sale to a private owner would not inconvenience the public. This property is a 6,346 square foot portion of South Fork Drive public right of way, at its intersection with Kesler Road, located in the North River Magisterial District, Town of Front Royal, Warren County, Virginia, per plat dated October 10, 2014, prepared by Joseph G. Brogan, Sr., Land Surveyor, recorded in the Warren County Circuit Court Clerk's Office in Slide 154 C.

Sealed bids will be received in the Purchasing Department until 4:00 P.M., local prevailing time, Thursday, September 3, 2014. Fax or email bids will not be accepted. The Town of Front Royal is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the bidder to ensure that its quotation reaches the Town of Front Royal Purchasing Department by the designated date and hour.
Bids are to be mailed to Town of Front Royal. ATTN: Cynthia A. Hartman, Purchasing Agent, P.O. Box 1560, Front Royal, VA 22630. Bids may also be hand delivered until the scheduled date and time shown above to the Purchasing Department, 102 E. Main Street, Front Royal. The outermost envelope for which a bid is contained therein must be clearly marked "SEALED BID – SOUTH FOR DRIVE RIGHT OF WAY". All bids will remain sealed and in the hands of the Purchasing Agent until the next regular Town Council meeting.

Quotations will be opened during the regular Town Council meeting to be held on Monday, September 14, 2015. At that time, Council will accept or reject bid offers and possibly vacate this property. No bid of less than $7,000.00 will be considered. The best and highest bid offered of $7,000.00 or more may be accepted by Town Council in its discretion.

All bidders agree that if successful in purchasing the property, they specifically agree to reimburse the Town for the cost of the public hearing newspaper advertising. Additionally, all bidders agree that if successful in purchasing the property, they agree to submit a plat consolidating the lot purchased with an adjacent lot within sixty days of bid award to finalize property transfer.

EXCERPT FROM MINUTES OF AUGUST 10, 2015 PUBLIC HEARING

PUBLIC HEARING – Receive Comments from Public Pertaining to a Possible Vacation of a Public Right-of-Way on South Fork Drive *(1st Reading)*

> **Summary: Council is requested to receive comments and concerns from the public pertaining to the possible vacation of a 6,346 square foot public right away located on a portion of South Fork Drive at its intersection with Kesler Road per attached plat dated 10/10/14; and, to consider the possible sale of said property by means of bids to a private owner. Council is further requested to set a return date for the bids, as well as, to set a date to accept or reject the bid offers and possibly vacate the property at an upcoming regular Council meeting. Council approved a Resolution July 27, 2015 pertaining to the Sale of this Town Property.**

Mayor Darr opened the public hearing. As no one came forward to speak, Mayor Darr closed the public hearing.

Councilman Connolly moved, seconded by Councilman Tewalt that Council approve the return date of Thursday, September 3, 2015 for bid offers for a 6,346 square foot public right of way located on a portion of South Fork Drive at its intersection with Kesler Drive per attached plat. He further moved that Council accept or reject bid offers and possibly vacate this property during its regular meeting of Monday, September 14, 2015.

Councilman Tewalt noted that the survey plat should reflect that the parcel should be an integral portion of the lot. He stated that it must be attached, rather than a separate building lot.

Vote: Yes – Connolly, Egger, Funk, Hrbek, Tewalt and Tharpe
No – N/A
Abstain – N/A
Absent – N/A
(Mayor Darr did not vote as there was no tie to require his vote)
(By Roll Call)

South Fork Drive

RESOLUTION
SALE OF TOWN PROPERTY

WHEREAS, at its regular meeting held on ~~July 13, 2015~~, **August 10, 2015** the Town Council of the Town of Front Royal, Virginia ("Town Council") received comments and concerns from the public that the public may have as to the possible vacation of a 6,346 sq. ft. portion of South Fork Drive public right of way (the Property), at its intersection with Kesler Road, located in North River Magisterial District, Town of Front Royal, Warren County, Virginia, per plat dated 10/10/14, prepared by Joseph G. Brogan, Sr., Land Surveyor, recorded in the Warren County Circuit Court Clerk's Office in Slide 154 C, and to consider the possible sale of said Property by means of the receipt by the Town of bids for the sale thereof to a private owner, pursuant to Town Code Section 1-22. A. and the Town's written Vacation of Streets/Alleys policy; and

WHEREAS, at the conclusion of which public hearing at the Town Council determined that the Town has no foreseeable use for said Property and its vacation and sale to a private owner would not inconvenience the public.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Town Council of the Town of Front Royal, Virginia, in accordance with Section 1-22 of the Code of the Town of Front Royal, as follows:

The Town Council may authorize the acceptance, or rejection, of the best bid offered by members of the public during a regular meeting, with a date to be determined later. Publication of this bid will be advertised on the Town website, www.frontroyalva.com, and in the Public Notices section of the Northern Virginia Daily.

APPROVED:

Mayor Timothy W. Darr

ATTEST:

Jennifer E. Berry, CMC, Clerk of Council

****

THIS RESOLUTION was adopted by unanimous vote of all Members, including the Vice-Mayor, all of whom were present and voting, of Town Council voting "Yes" below at a Regular Meeting of the Town Council of Front Royal, Virginia, on 7-27-, 2015, upon the following recorded vote:

Motion to Approve by: Councilman Connolly

Seconded by: Vice Mayor Tharpe

Votes:

Town Council Members

John P. Connolly	✓	Bébhinn C. Egger	✓
Daryl L. Funk	✓	Bret W. Hrbek	✓
Eugene R. Tewalt	✓	Hollis L. Tharpe	✓

APPROVED AS TO FORM AND LEGALITY:

Douglas W. Napier 08-10-2015

Douglas W. Napier, Date
Town Attorney

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Town of Front Royal, Virginia
Council Agenda Statement

Item No. 10

Meeting Date: September 14, 2015

Agenda Item: COUNCIL APPROVAL – Purchase of Tablets for Police Department

Summary: Council is requested to approve purchase of GeTac Tablets for use at the Police Department in the amount of $35,000.

Budget/Funding: 1204-7005 [hardware/software] FY16 funded

Attachments: Memorandum from the Purchasing Agent

Meetings: Work Session held September 8, 2015.

Staff Recommendation: Approval X Denial_____

Proposed Motion: **I move that Council approve the purchase of GeTac tablets for the Police Department in the amount of $35,000.**

*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

MEMORANDUM

Date: September 1, 2015

To: Tina Presley, Administrative Assistant
Jennifer Berry, Clerk of Council

From: Cindy Hartman, Purchasing Agent

RE: Work Session Agenda Item

On August 19, I received a requisition from the IT department for the purchase of several GeTac F110 rugged tablets from PCN Strategies, Washington, DC. The tablets would be for use by the Wastewater Treatment plant, for installation in the new Police Department cruisers, and to retro-fit 4 Police vehicles. The total cost on the requisition is $33,446.36. Todd Jones, Director of the Information Technology Department, has now asked me to increase the dollar amount request to $35,000.00. As this purchase would be through a Virginia state contract, I am not required to send it out for quotations. Any amounts over $25,000.00 require Town Council approval before an order can be processed. Please add this to the September 8, 2015 work session for Town Council discussion.

TOWN OF FRONT ROYAL, VIRGINIA

Requisition For Purchase

Requisition Date: 8/19/15

Date Received By Purchasing:

To Purchasing:

Department Information Technology Branch n/a Account 7007

Deliver to Todd C. Jones Via Purchase Order No. 28421

Suggested Vendor PCN

Qty	Unit	Catalog or Model Number	Item - (Complete Description)	Code	Unit Price	Total
2			GeTac Tablet packages for new PD vehicles			9966.00
1			GeTac Tablet for WWTP			3151.00
4			GeTac Tablets packages to retro-fit PD Vehicles 288,289,290,292.			20329.36
			All purchases under VA State Contract VA-140331			

Request For Quotation No.

Total Order: 33,446.36

I hereby certify that the items requested above are necessary for the use of this department.

Approved: _____ Town Manager

Authorized by: _____

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Town of Front Royal, Virginia
Council Agenda Statement

Item No. 11

Meeting Date: September 14, 2015

Agenda Item: Deed of Easement for "as built" Town lateral water supply lines, meter vaults and meters located at 8498-8506 Winchester Road ("Cedarville Corners").

Summary: Upon determination that the existing water line easement did not reflect the "as built" location of the Town's water supply lines, meter vaults and meters on the premises, is proposed that the Town acquire an additional 20' easement from the owners of Cedarville Corners, conveying to the Town the right to own, inspect, operate, repair and maintain the Town's lateral water lines, meter vaults and meters located "as built" and serving the improvements located at Cedarville Corners.

Budget/Funding: None

Meetings: None

Staff Recommendation: Approval X Denial_____

Proposed Motion: **I move that Council accept the Deed of Easement from the owners of Cedarville Corners to be executed by the Mayor on behalf of the Town.**

*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

This Deed of Easement is made and entered this 28th day of July, 2015, by and between David E. **Moreman** and Evelyn C. **Moreman**, husband and wife, and Raymond C. **Grimm** and Leilani P. **Grimm**, husband and wife, herein referred to as **GRANTOR** and the **Town of Front Royal, Virginia**, a Municipal Corporation, herein referred to as **GRANTEE**.

WITNESSETH:

That for and in consideration of the sum of One Dollar ($1.00) cash in hand paid by the Grantee to the Grantor, receipt whereof is hereby acknowledged, the Grantor grants and conveys unto the Grantee, its successors and assigns, the following rights in real property situated in the North River Magisterial District, Warren County, Virginia, to wit:

The privilege and easement in perpetuity to construct, lay, maintain, repair, inspect, improve and operate within the easement lateral water lines, water meters and water meter vaults (herein "water facilities"), as shown on a plat of survey dated July 21, 2015, prepared by Pennoni Associates Inc., and attached hereto and made a part of this instrument. The said easement is marked thereon "20' Easement as shown on plat referenced in Inst. #080002335" and as "New 3092 sf Water Easement". The real estate encumbered by this instrument is known and designated as New Parcel Lot 6 on a plat of survey dated November 1, 2007, prepared by Patton, Harris, Rust & Associates, P.C., and recorded in the Clerk's Office of the Circuit Court of Warren County, Virginia in Slide 237, at Pages G & H, and is a part of the parcels conveyed to the Grantors by deed dated November 12, 1986 and recorded in the aforesaid Clerk's Office in Deed Book 351, at Page 611 (herein referred to as "the Property").

In addition, the Grantor grants and conveys unto the Grantee, its successors and assigns an underground easement for water facilities (which have been installed) which serve the Property designated as 8498 Winchester Road, 8500 Winchester Road, 8502 Winchester Road, 8504 Winchester Road and 8506 Winchester Road.

The purpose of the aforementioned easements is to provide for water facilities to supply water utility to the Properties.

This easement is subject to all existing easements, rights-of-way, and restrictions and is further subject to the following conditions:

1. The Grantee shall assume all responsibility for repair, maintenance, reconstruction and replacement of the water facilities within the easement.

2. The water facilities constructed shall remain the property of the Grantee. The Grantee shall have the right to inspect, rebuild, remove, repair, improve and make such changes, alterations, additions to or extensions of its water facilities within the boundaries of said easement as are consistent with the purpose expressed herein. All construction, maintenance, equipment and water facilities shall comply with all applicable law ordinances, codes and regulations.

3. Upon completion of any activity by Grantee upon the easement, Grantee shall restore the Property as nearly as possible to its original condition as is practicable, including backfilling, and compaction of trenches, repaving, reseeding or resodding of lands, replacement of equipment and facilities of Grantor, removal of trash and debris, and removal of Grantee's equipment, accessories or appurtenances not inconsistent with the construction, maintenance or operation of said water facilities or the exercise of any rights or privileges expressed herein, and will make a good faith effort to minimize any damage. Grantee shall maintain said easement and water facilities in such repair as not to endanger or otherwise limit the enjoyment or use of the Property, including ingress, egress or parking in, on and over driveways, roads, or parking lots.

4. That the Grantee may (but is not required to) trim, cut, remove, and keep clear all trees, limbs, undergrowth, and any and all other obstructions, within the said rights-of-way or easement, that may in any manner, in Grantee's judgment, endanger or interfere with the proper and efficient operation of the water facilities therein or thereon and the Grantee shall have all such other rights and privileges as are reasonably necessary or convenient for the full enjoyment and use of the easement herein granted for the aforesaid purpose.

5. The granting of the easement hereinafter described neither expressly nor impliedly constitutes any payment, nor the waiver of any obligation for the payment, by the Grantor or his successors or assigns, of any cut-in fee or charge, tax, assessment or other charge

or obligation whatsoever now due or heretofore due or hereafter to become due and payable to the Grantee or to any person, firm or other corporation whatsoever.

6. That Grantee will exercise reasonable care to protect the Property from damage or injury occasioned in the enjoyment of the easement and rights herein granted, and to promptly repair the Property or reimburse the Grantor for any property damaged beyond repair.

7. That if the Grantee does cut or fell any brush, undergrowth or trees, or should excavations be carried on pursuant to this easement and any large-sized rocks or boulders are unearthed and are not buried in said excavation, such brush, undergrowth, trees, large-sized rocks and boulders shall be the expense of Grantee be removed from the Property.

8. That Grantor shall have no right, title, interest, estate or claim whatsoever in or to any of the water facilities and accessories installed by virtue hereof.

9. This permanent easement shall run with the land of the Grantor, and shall be binding upon the heirs, executors, administrators, successors, and assigns of the Grantor and the Grantee.

WITNESS the following signatures and seals.

_____ (SEAL)
David E. Moreman

_____ (SEAL)
Evelyn C. Moreman

_____ (SEAL)
Raymond C. Grimm

_____ (SEAL)
Leilani P. Grimm

STATE OF VIRGINIA

COUNTY OF WARREN, TO-WIT:

I, Teresa J. Grove, a Notary Public in and for the State and County aforesaid, do hereby certify that David E. Moreman and Evelyn C. Moreman, whose names are signed to the foregoing Deed of Easement, dated July 28, 2015, have this day personally appeared and acknowledged the same before me in my State and County aforesaid.

My commission expires: Aug 31. 2017

Registration No.: 3674461

Given under my hand this 25 day of August, 2015.

TERESA J. GROVE COMMONWEALTH OF VIRGINIA NOTARY PUBLIC

Teresa J. Grove

NOTARY PUBLIC

STATE OF VIRGINIA

COUNTY OF WARREN, TO-WIT:

I, Teresa J. Grove, a Notary Public in and for the State and County aforesaid, do hereby certify that Raymond C. Grimm and Leilani, P. Grimm, whose names are signed to the foregoing Deed of Easement, dated July 28, 2015, have this day personally appeared and acknowledged the same before me in my State and County aforesaid.

My commission expires: Aug 31, 2017

Registration No.: 3674461

Given under my hand this 26 day of August 2015

TERESA J. GROVE COMMONWEALTH OF VIRGINIA NOTARY PUBLIC

Teresa J. Grove

NOTARY PUBLIC

The foregoing conveyance is hereby accepted by the Town of Front Royal, Virginia, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance on behalf of the Town, as evidenced by a Resolution adopted by the Town Council.

WITNESS the following signature:

TOWN OF FRONT ROYAL, VIRGINIA

BY: _____
Timothy W. Darr, Mayor

ATTEST:

_____
Jennifer E. Berry
Clerk of Council

STATE OF VIRGINIA

COUNTY OF WARREN, TO-WIT:

I, _____, a Notary Public in and for the State and County aforesaid, do hereby certify that Timothy W. Darr, Mayor and Jennifer E. Berry, Clerk, whose names are signed on behalf of the Town of Front Royal, Virginia, to the foregoing Deed of Easement bearing the date of the 28th day of July, 2015, have each this day personally appeared and acknowledged the same before me in my State and County aforesaid.

My commission expires: _____

Registration No.: _____

Given under my hand this _____ day of _____.

_____
NOTARY PUBLIC

APPROVED AS TO FORM:

_____
Douglas W. Napier, Town Attorney

Date: 09-09-2015

COMMONWEALTH OF VIRGINIA
MICHAEL M. ARTZ
Lic. No. 1513-B
04-14-15
LAND SURVEYOR

New 3,092 sf Water Easement

North River District, Warren County, Virginia
Scale: 1" = 40' Date: April 14, 2015
Present Owner:

PREPARED BY:
PENNONI ASSOCIATES INC.

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Town of Front Royal, Virginia _____ **Page**
Council Agenda Statement _____ **Item No. 12**

Meeting Date: September 14, 2015

Agenda Item: COUNCIL APPROVAL – Lease Amendment Agreement for Front Royal Police Department from County of Warren

Summary: Council is requested to approve a Lease Amendment Agreement for the Front Royal Police Department to continue to lease its current headquarters at 23 East Jackson Street from the County of Warren for a period of two (2) years, commencing October 1, 2015, and ending September 30, 2017, which an option to renew under the same terms and conditions for an additional one (1) year term to end September 31, 2018. This lease Amendment Agreement is in all respects identical to the original Lease Agreement, which was for a two (2) year term from October 1, 2013 to September 30, 2015, except for the annual rental, which increased according to the Lease Agreement's Option to Renew terms, which call for rental to increase according to the following: ***"During any Renewal Term*** *hereof if exercised by the Lessee pursuant to the terms of paragraph 1.3 above, the Monthly Rent amounts shall be increased annually with the commencement of each renewal or extension in an amount equal to the increase in the Urban Consumer Price index (CPI-U) as published by the U. S. Department of Labor most nearly and following the January of the relevant year, but in no event to exceed three percent (3%) per year."* This index for the CPI-U, Washington-Baltimore Region, which is the region applicable to Front Royal, indicates an inflation rate of a tad more than 1 % for this time period, and so caused the rental to increase from the original rental of $48,000 ($4,000/month) per annum to $48,768 per annum ($4,064/month). The Police Chief has been consulted and the Town's architect informs him this should be a sufficient time period to finish the new Police Department Headquarters. Council is also requested to authorize the Mayor and Town Manager to sign this Lease Amendment Agreement.

Budget/Funding: Rental increase of $64.00 per month. FY17 funding

Attachments: Proposed Lease Amendment Agreement

Staff Recommendation: Approval__X__ Denial_____

Proposed Motion: **I move that Council approve the Lease Amendment Agreement as presented. I further move that Council authorize the Mayor and Town Manager to sign all necessary documents.**

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

LEASE AMENDMENT AGREEMENT

THIS LEASE AMENDMENT AGREEMENT is made this 24th day of July, 2015, by and between **THE BOARD OF SUPERVISORS OF WARREN COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, with a mailing address of 220 North Commerce Avenue, Suite 100, Front Royal, Virginia 22630, (hereinafter called the "County"), and **THE TOWN OF FRONT ROYAL, VIRGINIA**, a Virginia municipal corporation, located at 102 East Main Street, Front Royal, Virginia 22630 (hereinafter called the "Town").

WITNESSETH:

WHEREAS, the County and the Town entered into a certain Lease Agreement dated September 23, 2013 (hereinafter the "Lease"), on premises located at 23 East Jackson Street, Front Royal, Virginia, (hereinafter referred to as the "Premises"); and

WHEREAS, the County and the Town both desire to amend the Lease to extend the Lease Term by two (2) years.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and consented to by the County and the Town, the County and the Town do hereby agree as follows:

1. **Renewal Term:**

The term of the Lease is hereby renewed for a Two (2) year period commencing October 1, 2015 and ending September 30, 2017 (hereinafter the "Renewal Term").

2. **Rent during Renewal Term:**

The Annual Rent to be paid by the Town during the first year of the Renewed Term shall be Forty-Eight Thousand Seven Hundred Sixty-eight Dollars ($48,768). Annual Rent for the second year of the Renewal Term shall be equal to the Annual Rent for the first year increased by the same factor as the Urban Consumer Price Index (CPI-U).

3. **Option to Renew:**

The Town shall have the right and option of renewing the term of the Lease for an additional one (1) year period commencing October 1, 2017 and ending September 30, 2018 upon the same terms and conditions as are then in effect except rent, which shall be increased by the Consumer Price Index – Urban during the option extension term. The Town shall notify the County in writing of its intent to exercise the option no later than March 31, 2017. The County may cancel the Town's option by providing written notice to the Town three (3) months prior to the Town's notice.

Except as herein provided, all options to renew the term of the Lease contained in the Lease are hereby voided and of no further force and effect.

4. Other Terms:

Except as herein modified, all other terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Amendment Agreement the day and year first written above.

THE BOARD OF SUPERVISORS OF
WARREN COUNTY, VIRGINIA

By: _____
Richard H. Traczyk, Chairman
Board of Supervisors

Attest:

_____
Douglas P. Stanley
County Administrator

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, Janice C. Standridge, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Richard H. Traczyk, Chairman and Douglas P. Stanley, Clerk, whose names are signed on behalf of the Board of Supervisors of Warren County, Virginia, to the foregoing Lease Amendment Agreement bearing the date of the 24th day of July _____, 2015, have each this day personally appeared and acknowledged the same before me in my State and in the County aforesaid.

Given under my hand this 24th day of July, 2015.

_____
NOTARY PUBLIC

My commission expires: 2-28-2017

Commission #: 309772

THE TOWN OF FRONT ROYAL, VIRGINIA

By: _____
Timothy W. Darr, Mayor

Attest:

_____
Steven M. Burke
Town Manager

STATE OF _____
COUNTY OF _____, TO-WIT:

I, _____, a Notary Public in and for the City/County and State aforesaid, do hereby certify that Timothy W. Darr, Mayor, and Steven M. Burke, Town Manager, whose names are signed on behalf of the Town of Front Royal, Virginia, to the foregoing Lease Agreement bearing the date of the _____ day of _____, 2015, have this day personally appeared and acknowledged the same before me in my State and in the City/County aforesaid.

Given under my hand this ____ day of _____, 2015.

_____
NOTARY PUBLIC

My commission expires: _____

Commission #:_____

Approved as to form:

_____
Blair D. Mitchell
County Attorney

Approved as to form:

_____
Douglas W. Napier
Town Attorney

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Town of Front Royal, Virginia
Council Agenda Statement

Item No. 13

Meeting Date: September 14, 2015

Agenda Item: COUNCIL APPROVAL – Budget Amendment for Westminster Drive Sidewalk and VDOT Project Administration Agreement/Resolution

Summary: Council is requested to approve a Budget Amendment in the amount of $124,025 for Westminster Drive Sidewalk. Funding will be reimbursed through the MAP-21 Transportation Alternative Program Fund in the amount of $83,024 and a local match of $41,000. Council is also requested to approve the Virginia Department of Transportation (VDOT) Standard Project Administration Agreement and Resolution authorizing the Town Manager to enter into this agreement for this project.

Budget/Funding: $124,025.00 4500-7909 [New sidewalk construction] expense

$83,025 4500-3410206 [VDOT revenue sharing] revenue
$41,000 4500-3510110 [Fund Balance – HWY] revenue

Attachments: Agreement and Resolutions

Meetings: None

Staff Recommendation: Approval X Denial_____

Proposed Motion: **I move that Council approve a Budget Amendment in the amount of $124,025 for Westminster Drive Sidewalk. Funding will be reimbursed through the MAP-21 Transportation Alternative Program Fund in the amount of $83,024 and a local match of $41,000. I further move that Council approve the Virginia Department of Transportation (VDOT) Standard Project Administration Agreement and Resolution authorizing the Town Manager to enter into this agreement for this project.**

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

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
EN15-112-105, P101, C501	107657	Town of Front Royal Westminster Drive Sidewalk

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

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

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

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

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

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

1. The LOCALITY shall:

   a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT

   b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match, termination of this Agreement, or DEPARTMENT denial of future requests to administer projects by the LOCALITY.

c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.

d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.

e. Maintain accurate and complete records of each Project's development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on each Project.

f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the Locality. For federally funded projects and pursuant to 2 CFR 200.338, Remedies for Noncompliance, violations of the provision may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.

g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.2-348 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.

h. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.

i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements

j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all

federal, state, and local laws and regulations. If the locality expends over $750,000 annually in federal funding, such certification shall include a copy of the LOCALITY's single program audit in accordance with 2 CFR 200.501, Audit Requirements.

k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.

l. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.

m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination.

2. The DEPARTMENT shall:

a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.

b. Upon receipt of the LOCALITY's invoices pursuant to paragraph1.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.

c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.

d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.

e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.

3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.

4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.

5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.

6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.

7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between the either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in

9 This Agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f. 1.g., and 2.b. subject to the limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.

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

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

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

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

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

TOWN OF FRONT ROYAL, VIRGINIA:

_____

_____
Typed or printed name of signatory

_____ Date
Title

_____ _____
Signature of Witness Date

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

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

_____ _____
Chief of Policy Date
Commonwealth of Virginia
Department of Transportation

_____
Signature of Witness Date

Attachments

Appendix A

Appendix A

Project Number: EN15-112-105, P101, C501 **UPC:** 107657 **Locality:** Town of Front Royal Westminster Drive Sidewalk

Project Location ZIP+4: 22630	**Locality DUNS#** 50390749	**Locality Address (incl ZIP+4):** 22630

Project Narrative

Scope:	Construction of a 5' wide concrete sidewalk along Westminster Drive including crosswalks and handicap ramps
From:	Intersection of Westminster Drive and John Marshall Highway (Rte 55)
To:	Warren County High School entrance

Locality Project Manager Contact Info: Steve Burke - Town Manager, 102 East Main Street, Front Royal VA 22630 (540) 635-8007

Department Project Coordinator Contact Info: Steve Damron - VDOT Staunton District Office, 811 Commerce Road, Staunton VA 24401 (540) 332-7389 Steven.Damron@VDOT.Virginia.gov

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost	
Estimated Locality Project Expenses	$2,650	$0	$113,875	$116,525	
Estimated VDOT Project Expenses	$2,500	$0	$5,000	$7,500	
Estimated Total Project Costs	$5,150	$0	$118,875	$124,025	

Project Cost and Reimbursement

Phase	Estimated Project Costs	Funds type *(Choose from drop down box)*	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement	Estimated Reimbursement to Locality
Preliminary Engineering	$5,150	Transportation Alternatives	20%	$1,030	$4,120	
				$0	$0	
				$0	$0	
				$0	$0	
Total PE	$5,150			$1,030	$4,120	$1,620
Right of Way & Utilities	$0	Transportation Alternatives	20%	$0	$0	
				$0	$0	
Total RW	$0			$0	$0	$0
Construction	$98,631	Transportation Alternatives	20%	$19,726	$78,905	
	$20,244	Local Funds	100%	$20,244	$0	
Total CN	$118,875			$39,970	$78,905	$73,905
Total Estimated Cost	$124,025			$41,000	$83,025	$75,525

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	$83,025
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	$75,525

Project Financing

Transportation Alternatives	**Local Match**	**Local Funds**				**Aggregate Allocations (A+B+C+D+E+F)**
$83,025	$20,756	$20,244				$124,025

Program and Project Specific Funding Requirements

- This project shall be administered in accordance with VDOT's Locally Administered Projects (LAP) Manual and the Transportation Alternatives Program (TAP) Guide.
- Eligible VDOT project expenses will be recovered as follows: 80% will be deducted from the federal allocation and 20% will be deducted from reimbursment requests.
- **This is a limited funds project. The Locality shall be responsible for any additional funding in excess of: $83,025**
- Total project allocations: $124,025

Any ineligible items identified throughout project development will not be reimbursable.

The DEPARTMENT will conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act. The LOCALITY is responsible for implementing any environmental commitments from the environmental document. In addition, the LOCALITY is responsible for obtaining any water quality permits and conducting any required hazardous materials due diligence efforts. VDOT's estimated cost for the environmental document and studies will be provided to the locality and deducted from the project funds.

For Transportation Alternatives projects, the LOCALITY shall maintain the project or have it maintained in a matter satisfactory to the Department for its useful life and make ample provisions each year for such maintenance unless otherwise agreed to by the DEPARTMENT. Failure to do so, or the sale of a TAP funded improvement prior to the expectations as identified in the TAP Guide, may require repayment of federal funds.

In accordance with CTB policy, the project must be completed and the **$83,025** federal Alternatives allocation expended by **October 1, 2019** or the project may be subject to de-allocation.

Authorized Locality Official and date

Authorized VDOT Official and date

Typed or printed name of person signing

Typed or printed name of person signing

RESOLUTION

Granting Authority to Town Manager to Enter an Agreement with VDOT for MAP-21 Transportation Alternatives Project for Westminster Drive Sidewalk

WHEREAS, Town Council approved the Virginia Department of Transportation (VDOT) MAP-21 Transportation Alternatives Project that includes the Westminster Drive Sidewalk in the estimated amount of $124.025.00 with $83,025 to be reimbursed by VDOT after completion of the project; and,

WHEREAS, VDOT requests a Resolution by Town Council granting authority to the Town Manager to enter in the Standard Project Administration Agreement on the Town's behalf.; and,

NOW, THEREFORE, IT BE RESOLVED by the Town Council of the Town of Front Royal to grant authority to the Town Manager to enter into an agreement with the Virginia Department of Transportation MAP-21 Transportation Alternatives Project on the Westminster Drive Sidewalk on the Town's behalf.

APPROVED:

_____
Timothy W. Darr, Mayor

ATTEST:

_____
Jennifer E. Berry, Clerk of Council

THIS RESOLUTION was approved at the Regular Meeting of the Town of Front Royal, Virginia, conducted _____2015, upon the following recorded vote:

Bébhinn C. Egger	Yes/No	Bret W. Hrbek	Yes/No
Hollis L. Tharpe	Yes/No	Eugene R. Tewalt	Yes/No
John P. Connolly	Yes/No	Daryl L. Funk	Yes/No

Approved as to form and legality:

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

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

MAP-21

TRANSPORTATION ALTERNATIVES PROGRAM

Resolution - Westminster

Transportation Alternatives Project Endorsement Resolution

Whereas, in accordance with the Commonwealth Transportation Board construction allocation procedures, it is necessary that a resolution be received from the sponsoring local jurisdiction or agency requesting the Virginia Department of Transportation to establish a Transportation Alternatives project in the Town of Front Royal.

Now, Therefore, Be It Resolved, that the Town of Front Royal, requests the Commonwealth Transportation Board to establish a project for the improvement of Westminster Drive Sidewalk

Be It Further Resolved, that the Town of Front Royal hereby agrees to provide a minimum 20 percent matching contribution for this project.

Be It Further Resolved, that Town of Front Royal hereby agrees to enter into a project administration agreement with the Virginia Department of Transportation and provide the necessary oversight to ensure the project is developed in accordance with all state and federal requirements for design, right of way acquisition, and construction of a federally funded transportation project.

Be It Further Resolved, that the Town of Front Royal will be responsible for maintenance and operating costs of any facility constructed with Transportation Alternatives Program funds unless other arrangements have been made with the Department.

Be It Further Resolved, that if the Town of Front Royal subsequently elects to cancel this project the Town of Front Royal hereby agrees to reimburse the Virginia Department of Transportation for the total amount of costs expended by the Department through the date the Department is notified of such cancellation. The Town of Front Royal also agrees to repay any funds previously reimbursed that are later deemed ineligible by the Federal Highway Administration.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS RESOLUTION was approved at the Regular Meeting of the Town of Front Royal, Virginia, conducted 10-27-, 2014, upon the following recorded vote:

Thomas H. Sayre	(Yes)/No	Bret W. Hrbek	(Yes)/No
Hollis L. Tharpe	(Yes)/No	Eugene R. Tewalt	(Yes)/No
N. Shae Parker	(Yes)/No	Daryl L. Funk	(Yes)/No

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: 10/27/14

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Town of Front Royal, Virginia
Council Agenda Statement

Item No. 14

Meeting Date: September 14, 2015

Agenda Item: COUNCIL AUTHORIZATION TO ADVERTISE for Community Development Director

Summary: Town Council is requested to consider authorizing staff to advertise for the position of Community Development Director and listing the position as opened until filled with the first review date being November 1, 2015.

Budget/Funding: None

Attachments: Job Description

Meetings: Work Session held September 8, 2015.

Staff Recommendation: Approval X Denial_____

Proposed Motion: **I move that Council authorize staff to advertise for the position of Community Development Director and listing the position as opened until filled with the first review date being November 1, 2015.**

*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: X

Community Development Director

TOWN OF FRONT ROYAL, VIRGINIA

The Town of Front Royal is seeking a dynamic individual to serve in a full-time capacity to plan, promote, and implement programs and activities to develop and support the Town's community development goals. Job duties in this newly established position that reports directly to Town Council will include managing outreach to existing local business to enhance our business community, facilitate community development enhancing projects, assist with advertising and promotion efforts, develop and act as a liaison for community related events, confer with Economic Develop Authority to identify and assist with Town business recruitment opportunities, foster enhanced communication between local groups (Economic Development Authority, Chamber of Commerce, FRIBA, Small Business Development Center, etc.) to further community development goals, and other community development related tasks relevant to the Town's goals and objectives.

A goal of this position is to foster a progressive, business friendly environment so that current and new businesses can thrive. As part of this goal, the position will act in a similar capacity to that managing a Virginia Main Street Program: champion the four pillars of that program through the business community; identify and pursue the budget and funding opportunities for a Main Street Program; identify and coordinate volunteers to assist with community events; promote and facilitate community development programs such as Tourism Zones, Facade Grant Programs, and Technology zones; and assist with achieving a Virginia Main Street designation for the Town. This position will coordinate efforts Town-wide.

Qualities sought in our Community Development Director include experience and demonstrated achievement in sales, marketing, business development, and project management; outstanding interpersonal skills including verbal and written communication in a professional, tactful manner; strong organizational skills with an entrepreneurial approach; knowledge of the principles of community development, community marketing, and planning; familiarity with state and local statutes and administrative policies; and strong office and computer skills. A Bachelors Degree and/or the equivalent experience in Marketing/Public Relations, Economic Development, Community Planning, Public Administration, Business Management, or Historic Preservation is required by the candidate.

When the Town achieves the designation of a Virginia Main Street Community, this position could transition to the Main Street Manager position serving the Main Street Board of Directors.

The Town anticipates the salary range for this position to be $39,603 to $63,315. The position will have a flexible work schedule to accommodate the outreach component of the job. Evenings and weekend hours will include community meetings, workshops, and festivals/events. The successful candidate must submit to and pass a pre-employment, post-offer physical examination and drug screen, paid for by the Town and a comprehensive background check.

Front Royal is an equal opportunity employer and encourages all qualified applicants to apply.

Department:	Town Council
Location:	Town's Administration Building
Employment type:	Full time (Exempt)
Required degree level:	Bachelors Degree or Equivalent Experience

Required info:

1. What is your background with community development?
2. What is your background with business development?
3. Do you have experience with the Virginia Main Street Program and if so please explain?

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Town of Front Royal, Virginia
Council Agenda Statement

Meeting Date: September 14, 2015

Agenda Item: CLOSED MEETING – 1) Consultation with Legal Counsel and 2) Consultation with Legal Counsel, Award of a Public Contract, Investment of Public Funds

Summary: Council is requested to go into Closed Meeting for

1) the purpose of consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, specifically, the legal interpretation, meaning, and associated impact of proffers made in relation to the rezoning of Front Royal Limited Partnership in RS09-02-64, and their potential legal impact in the future on the rezoning request of Front Royal Limited Partnership in the approximately 604 acres of land recently annexed into the Town of Front Royal, pursuant to Section 2.2-3711. A. 7. of the Code of Virginia, and

2) for the following purposes related to a proposal by Congressman Bob Goodlatte and the Economic Development Authority concerning the development of IT Federal in the former Avtex site: 1) Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, pursuant to Section 2.2-3711. A. 7. of the Code of Virginia, 2) Discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an Open Session would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2- 3711. A. 29. of the Code of Virginia, 3) Discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the governmental unit would be adversely affected, pursuant to Section 2.2-3711. A. 6. of the Code of Virginia.

Budget/Funding: None

Attachments: None

Meetings: None

Staff Recommendation: Approval X Denial_____

Proposed Motion:

Motion to Go Into Closed Meeting

I move that Town Council convene and go into Closed Meeting for **1)** the purpose of consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, specifically, the legal interpretation, meaning, and associated impact of proffers made in relation to the rezoning of Front Royal Limited Partnership in RS09-02-64, and their potential legal impact in the future on the rezoning request of Front Royal Limited Partnership in the approximately 604 acres of land recently annexed into the Town of Front Royal, pursuant to Section 2.2-3711. A. 7. of the Code of Virginia, and

2) for the following purposes related to a proposal by Congressman Bob Goodlatte and the Economic Development Authority concerning the development of IT Federal in the former Avtex site: 1) Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, pursuant to Section 2.2-3711. A. 7. of the Code of Virginia, 2) Discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an Open Session would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2- 3711. A. 29. of the Code of Virginia, 3) Discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the governmental unit would be adversely affected, pursuant to Section 2.2-3711. A. 6. of the Code of Virginia.

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

I move that Town 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: SB