



TOWN COUNCIL SPECIAL MEETING

Monday, March 6, 2017 @ 7:00pm
Town Hall Conference Room

1. Roll Call
2. **COUNCIL APPROVAL** – Resolution for the Vacation and Conveyance of a Portion of W. 15th Street – Cool Harbor Motel
3. **COUNCIL APPOINTMENT** – Planning Commission

TOWN COUNCIL WORK SESSION

(immediately following Special Meeting)
Town Hall Conference Room

Town/Staff Related Issues:

1. Police Department Update - Moseley Architects
2. Request to Use Trolley – Humane Society of Warren County – *Town Manager*
3. Resolution to Establish Agreement for Skyline Regional Justice Academy – *Interim Chief of Police*
4. Purchase of Additional Water Meters – *Director of Finance/Environmental Services*
5. Continued Discussion of Health Insurance Plan – *Director of Human Resources*
6. FY 2017 – 2018 Budget Discussion – *Town Manager/Director of Finance*

Council/Mayor Related Items

7. Council Discussion/Goals (*time permitting*)
8. CLOSED MEETING – Personnel Matters

Motion to Go Into Closed Meeting

I move that Town Council go into closed meeting for the purpose of discussion and consideration of prospective candidates for employment, assignment, appointment, promotion, performance, and salaries of specific public officers, appointees, or employees of any public body, pursuant to Section 2.2-3711.A.1 of the Code of Virginia.

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

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

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SPECIAL MEETING

SPECIAL MEETING



Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 2

Meeting Date: March 6, 2017

Agenda Item: COUNCIL APPROVAL – Resolution for the Vacation and Conveyance of a Portion of W.15th Street – Cool Harbor Motel

Summary: Due to a portion of the Cool Harbor Motel being built on an approximately 675 square foot portion of W. 15th Street that is Town-owned, many years ago, Section 18, paragraph 4 of the Town Charter authorizes Town Council to “narrow” streets in Front Royal and Virginia Code §15.2-2006-2008 provides that municipal charters may provide for alteration or vacation of public streets in a manner differing from the methods provided by general law (*Town Vacation of Streets/Alleys Policy*) and the part thereof to be vacated need not be sold at bid but may be purchased by any abutting property owner. Therefore, Council is requested to consider approval of a resolution that the approximately 675 square foot portion of W. 15th Street be vacated and conveyed to Arihanna Corporation dba Cool Harbor Motel and that the current lease with Solid Gold, Inc. dba Cool Harbor be null and void upon final execution of the vacation and conveyance, as presented. Council is requested to direct the Mayor, Town Manager and Town Attorney to execute all necessary documents.

Budget/Funding: None

Attachments: Resolution and Lease

Meetings: None

Staff

Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council approve a resolution to vacate and convey approximately a 675 square foot portion of W. 15th Street to Arihanna Corporation dba Cool Harbor Motel and that the current lease with Solid Gold, Inc., dba Cool Harbor Motel be null and void, as presented. I further move that the Council direct the Mayor, Town Manager and Town Attorney to execute 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: JW

**RESOLUTION FOR THE NARROWING AND VACATION
OF A PORTION OF WEST OF WEST 15TH STREET**

WHEREAS, the Town Council of the Town of Front Royal, Virginia (“Town Council”) has preliminarily determined that an approximately 675 square foot unpaved portion of the Town’s public right of way on the north side West 15th Street in the Town of Front Royal, Warren County, Virginia, on which a small portion of the existing Cool Harbor Motel is located and has been inadvertently located for decades (the “Property”), is surplus property and is Property that the Town no longer wishes to maintain and ought to be sold to Arihanna Corporation dba Cool Harbor Motel; and

WHEREAS, Section 18, paragraph no. 4, of the Town Charter, authorizes Town Council with power “to make such ordinances, orders, bylaws and regulations as they may deem proper and necessary to carry out the following powers”... “To ... narrow ... streets ... in said town [of Front Royal]”; and

WHEREAS, Virginia Code §§ 15.2-2006-2008 provides that municipal charters may provide for alteration or vacation of public streets and alleys in a manner differing from the methods provided by general law and the part thereof to be vacated need not be sold at bid but may be purchased “by any abutting property owner” and the sales “price shall be no greater than the property's fair market value or its contributory value to the abutting property owner”; and

WHEREAS, Arihanna Corporation, dba Cool Harbor Motel has requested that the Town sell or vacate the Property to it so that it can obtain a Motel 6 Franchise which will entail a Small Business Administration Loan, which in turn requires that the Town convey the Property to Arihanna Corporation or that Arihanna Corporation tear down the part of its Motel encroaching on West 15th Street, a major expense to it; and

WHEREAS, Town Council finds that it is in the best interests of the Town and its inhabitants that, rather than selling the Property at bid, that the Property be vacated and conveyed to Arihanna Corporation dba Cool Harbor Motel under the legal authority aforesaid; and

NOW, THEREFORE, BE IT RESOLVED, that the Property be vacated and conveyed to Arihanna Corporation dba Cool Harbor Motel for the sum of One Hundred Dollars (\$100.00); and that the Mayor, the Town Manager, and the Town Attorney execute all documents necessary and appropriate to effectuate this Resolution; and

BE IT FURTHER RESOLVED that the existing lease for the Property be terminated and declared null and void on the date a deed of bargain and sale to the Property is executed by the Town.

THIS RESOLUTION was adopted by the following vote of Town Council, all of whom were present and voting, of Town Council who voted “Yes” below at a Regular Meeting of the Town Council of Front Royal, Virginia, on February 13, 2017

Motion to Approve by: _____

Seconded by: _____

APPROVED:

Hollis L. Tharpe, Mayor

Town Council Members:

John P. Connolly Yes/No

Bébhinn C. Egger Yes/No

Christopher S. Morrison Yes/No

Jacob Meza Yes/No

William A. Sealock Yes/No

Eugene R. Tewalt Yes/No

Attest:

Jennifer E. Berry, CMC, Clerk of Council

Approved as to form:

Douglas W. Napier,
Town Attorney

Date

THIS LEASE EXTENSION made and entered into this 8TH day of June, 2015, for a term as set forth herein, effective the 1st day of July, 2017, by and between the **TOWN OF FRONT ROYAL, VIRGINIA**, a Municipal Corporation, hereinafter referred to as the "Town", and **SOLID GOLD, INC.** a Virginia Corporation, hereinafter called the "Lessee".

WHEREAS, the Town and Lessee entered into a lease dated September 23, 2002, for a term beginning July 1, 2002, and ending June 30, 2017, for a portion of the right-of-way of 15th Street consisting of 675 square feet, more or less, as shown on the cross-hatched area designated as the "Lease Area" on the plat titled '**PLAT, HOMER C. LEHEW PROPERTY, FIFTEENTH STREET, FRONT ROYAL, VA.**', dated December 31, 1956, made by S. M. Boyd, Jr. C.L.S., and revised June 13th, 2002, which said Lease Area was occasioned by a portion of the existing building addition of Solid Gold property, currently known as the Cool Harbor Motel, which encroaches upon the dedicated public right of way of 15th Street approximately 220-260 feet east of its intersection with North Shenandoah Avenue in the Town of Front Royal, Warren County, Virginia (herein after referred to as the "Lease Area"); and

WHEREAS, the Town is willing to authorize said encroachment upon said Lease Area in said public way for so long as said building so encroaches and subject to all applicable terms and conditions of the Charter of the Town of Front Royal, Virginia, and the following terms and conditions:

WITNESSETH: For and consideration of the mutual agreements herein contained, and in further consideration of the sum of THREE HUNDRED DOLLARS (\$300.00) per year paid by the Lessee to the Town during the term of this Lease, the parties hereto do mutually consent and agree as follows:

1. Town hereby leases and demises unto the Lessee the Lease Area.
2. The term of this lease is for a period of five (5) years, beginning July 1, 2017, and ending June 30, 2022.
3. The rent under this lease is payable in advance to the Town on or before the first (1st) day July, 2017, in an annual rental payment of Three Hundred Dollars (\$300.00), and on or before the same day of each year thereafter during the term of this Lease and any extensions hereunder.
4. All utilities pertaining to the Leased Area shall be maintained in Lessee's name and shall be the responsibility of the Lessee to pay.
5. During the term of this Lease and any extension hereunder, the Town, its agents, officers, invitees, and employees shall not be responsible for loss or injury to persons or property occurring on or in connection with use of the Lease Area and Lessee shall hold Lessor, its agents, officers, invitees, and employees harmless from any liability or claims occurring on or in connection with use of the Lease Area.
6. Lessee shall use and maintain the Lease Area as limited to a motel room(s) and storage of a portion of an encroaching addition and apartment attached to and a part of the existing Cool Harbor Motel premises. Lessee shall keep and maintain in good repair the interior and exterior of Lessee's premises at Lessee's expense. Lessee shall not permit any unlawful activity to be conducted on the Lease Area or store any hazardous or other

substance that would affect the insurability of the Lease Area or that would violate any local, state, or local law or regulation concerning use of the Lease Area.

7. Acceptance of the Lease Area by Lessee shall be construed as recognition that the Lease Area is accepted by the Lessee "As Is". Lessee shall remove all items of personal property at the expiration of this Lease. Lessee shall not cause any additions, improvements, or alterations to the Lease Area, except repairs and maintenance to the existing Cool Harbor Motel premises, without the prior written permission of the Lessor. Any permitted additions or alterations shall be performed at the sole expense of Lessee by reputable workmen and contractors approved in advance by the Town. The Town shall have no obligation to make any repairs, maintenance, or improvements to the Lease Area.

8. Nothing herein is intended nor shall be construed as preventing the Town from exercising its powers of eminent domain as otherwise permitted by law. Lessee acknowledges that, absent the authorization granted herein, the Town could require the removal of the encroachment into the Lease Area at Lessee's sole expense.

9. Lessee may assign and transfer this Lease to successors or assigns of Lessees who may purchase or lease the Cool Harbor motel as a motel.

10. In the event that the Lessee, its successors or assigns, remove and dismantle the addition or apartment now existing on the leased premises and not replace the same within six (6) months, this Lease shall terminate and the rights and responsibilities of the Lessee in the Lease Area shall be extinguished.

11. The interpretation of the provisions of this Lease shall be in accordance with the laws of the State of Virginia.

12. Modification of the terms and conditions of this Lease shall not be permitted, unless agreed to in writing and executed with the same formality as this Lease.

13. This Lease and the terms thereof shall be binding upon the successors, assigns, and heirs of the parties hereto.

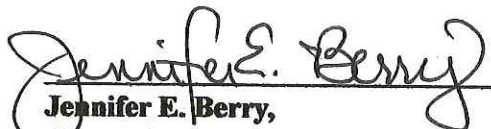
IN WITNESS WHEREOF the parties have executed this lease the day and year first above written.

TOWN OF FRONT ROYAL, VIRGINIA

By:


Hon. Timothy W. Darr, Mayor

ATTEST:

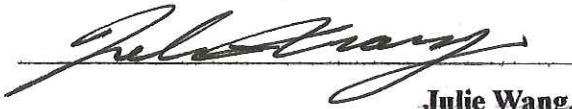

Jennifer E. Berry,
Clerk of Town Council

APPROVED AS TO FORM:


Douglas W. Napier, Town Attorney

SOLID GOLD, INC., a Virginia Corporation

By:

A handwritten signature in cursive script, appearing to read 'Julie Wang', is written over a horizontal line.

Julie Wang, President

LEASE OF PUBLIC PROPERTY

THIS LEASE OF PUBLIC PROPERTY, is made and entered into this 23 day of September, 2002, by and between the **TOWN OF FRONT ROYAL, VIRGINIA**, a Municipal Corporation, hereinafter referred to as the "Town", and **SOLID GOLD, INC.**, a Virginia Corporation, hereinafter referred to as the "Lessee".

WITNESSETH:

WHEREAS, a portion of the existing building addition of Solid Gold encroaches upon the dedicated right-of-way of 15th Street, approximately 220-260 feet East of its intersection with North Shenandoah Avenue in the Town of Front Royal, Warren County, Virginia; and,

WHEREAS, the Town of Front Royal, Virginia, is willing to authorize the said encroachment upon the public way described for so long as said existing building encroaches and **SUBJECT** to the following terms and conditions.

NOW, THEREFORE, that for and in consideration of the sum of **THREE HUNDRED AND 00/100 (\$300.00) per annum** paid by the Lessee to the Town of Front Royal, the parties do hereby agree as follows:

1. **PREMISES** - The Town agrees to lease to the Lessee a portion of the right-of-way of 15th Street consisting of approximately

675 square feet as shown as the cross-hatched area designated as "Lease Area", as shown on a plat entitled, "**PLAT, HOMER C. LEHEW PROPERTY, FIFTEENTH STREET, FRONT ROYAL, VA.**", dated December 31, 1956, made by S. M. Boyd, Jr., C.L.S., and revised June 13th, 2002.

2. TERM OF LEASE - The term of the Lease is for a period of **FIFTEEN (15) years**, commencing on the **1st day of July, 2002**, and ending on the **30th day of June, 2017**.

3. PAYMENT OF RENT - Lessee shall pay to the Town of Front Royal an annual rental payment of \$300.00. The rental payment shall be paid in advance beginning on the **1st day of July, 2002**, and on an annual basis thereafter for the term of this Lease and any extensions hereunder.

4. UTILITIES - The Lessee shall be responsible for all utility expenses which may be used by him at the premises.

5. HOLD HARMLESS - The Lessee hereby agrees to hold the Town harmless from any liability pertaining to his use and/or occupancy of the premises in question.

6. USE OF PREMISES - The use of the premises shall be limited to the use as motel room(s) and storage of a portion of an encroaching addition and apartment attached to and a part of the **COOL HARBOR MOTEL** premises. The Lessee shall not permit or allow any dangerous practice or hazardous condition to occur on the

premises, shall not violate any State, Federal, or local law concerning the use of the premises, or permit any illegal activity to occur thereon. The Lessee shall not create or allow any nuisance to be or remain upon the premise. The Lessee shall not commit, permit, or suffer any waste of the 15th Street right-of-way during the term of this Lease.

7. ALTERATIONS OR IMPROVEMENTS - Repairs and maintenance of the existing structure is permitted. All other alterations, additions, or improvements to the premises shall not be permitted without the written consent of the Town. Any permitted alterations, additions, or improvements shall be performed at the sole expense of the Lessee by reputable workmen and contractors approved by the Town.

8. MAINTENANCE - The Lessee shall keep the premises mowed and/or cultivated, and shall maintain the premises in a proper condition. The Lessee shall surrender the premises to the Town at the conclusion of the Lease in the same condition and repair as existed at the commencement of the Lease. The Lessee accepts the property "**as is**". It is specifically understood that the Town has no obligation to the Lessee to make any repairs, improvements, or replacements whatsoever to the premises during the period of the Lease. The Town does not warrant or guarantee as to the suitability of the site for gardening purposes.

9. TERMINATION - This Lease may be terminated by either party for any lawful reason **six (6) months** from the date of mailing a written notice of termination to the other party. For the purposes of this Lease, all notices shall be made in writing and shall be delivered by first class mail to the parties at the addresses stated herein, to-wit:

**TOWN OF FRONT ROYAL
c/o Front Royal Town Manager
16 North Royal Avenue
P. O. Box 1560
Front Royal, Virginia 22630
540-635-8007**

**SOLID GOLD, INC.
c/o Julie Wang
Cool Harbor Motel
141 West 15th Street
Front Royal, Virginia 22630
540-635-2191**

10. EMINENT DOMAIN - Nothing herein is intended to be construed as preventing the Town from exercising its powers of eminent domain as otherwise permitted by law. The Lessee acknowledges that, absent the authorization granted herein, the Town would require the removal of the encroachment at the Lessee's sole expense.

11. SUCCESSORS - This Lease of Public Lands and the terms thereof shall be binding upon the successors, assigns, and heirs of the parties.

12. ASSIGNABILITY - The Lessee shall have the right to assign and transfer the rights and responsibilities contained herein to

any successors or assigns who purchase or lease the Cool Harbor Motel as a motel.

13. TERMINATION BY REMOVAL - In the event that the Lessee, its successors or assigns, remove and dismantle the addition or apartment now existing on the leased premises and not replace the same within **six (6) months** this Lease Agreement shall terminate and the rights and responsibilities of the Lessee in the leased premises shall be extinguished.

14. INTERPRETATION - The interpretation of the provisions of this Lease Agreement shall be in accordance with the laws of the State of Virginia.

15. MODIFICATION - Modification of the terms and conditions of this Lease Agreement shall not be permitted, unless agreed to in writing and executed with the same formality as this Agreement.

GIVEN under our hands this 23 day of September, 2002.

**TOWN OF FRONT ROYAL,
VIRGINIA**

BY: Robert L. Tennett, Jr.
**Hon. Robert L. Tennett, Jr.,
Mayor**

ATTESTED:

Rhonda S. North
RHONDA S. NORTH, C.M.C./A.A.E., TOWN CLERK

SOLID GOLD, INC., a Virginia Corporation

BY:

Julie Wang
Julie Wang, President

**COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:**

I, Tina L. Presley, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that **ROBERT L. TENNETT, JR.**, Mayor, and **RHONDA S. NORTH**, Town Clerk, whose names are signed on behalf of the **TOWN OF FRONT ROYAL, VIRGINIA**, to the foregoing Lease of Public Property Agreement bearing the date of the 23 day of September, 2002, 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 23 day of September, 2002.

My commission expires on the 31 day of July, 2006.

Tina L. Presley
NOTARY PUBLIC

**COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:**

I, Jean Fritoe Williams, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Julie Wang, whose name is signed as President of Solid Gold, Inc., a Virginia Corporation, to the foregoing Lease of Public Property Agreement bearing the date of the 23rd day of September, 2002, has this day personally appeared and acknowledged the same before me in my State and in the County aforesaid.

Given under my hand this 30 day of October, 2002.

My commission expires on the 31st day of March, 2004.

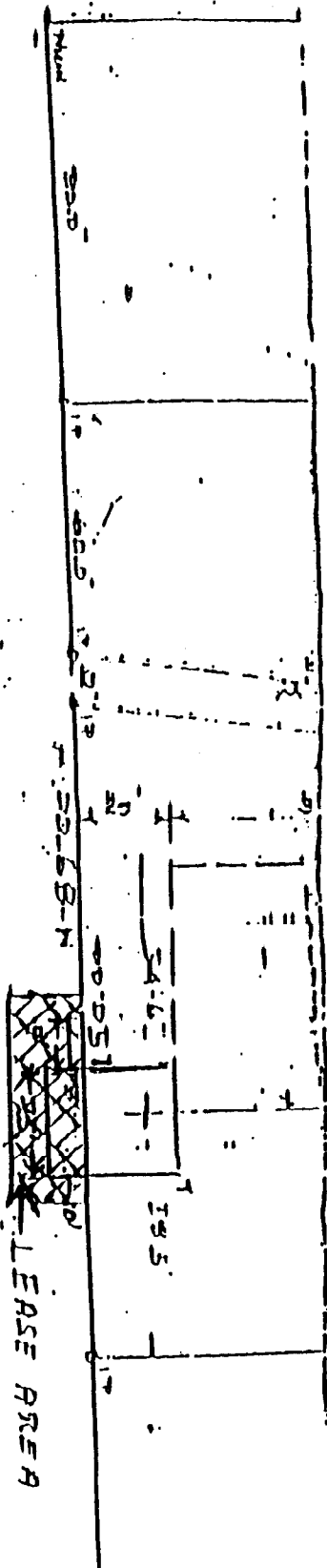
Jean Fritoe Williams
NOTARY PUBLIC

APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read "Blair D. Mitchell", written over a horizontal line.

Blair D. Mitchell, Town Attorney

Date: 10 / 30 / 02



The above property, surveyed by me, is located on the north side of Pittsboro Street in Front Royal, Shenandoah County, Virginia and is bounded as follows: Beginning at an iron pin in north boundary of Pittsboro Street at corner of Leber and Melrose, said iron being located 30.00 feet easterly from concrete monument at corner of Shenandoah Avenue, running thence with Melrose N 7° 00' E 150.00 feet to iron pin in line of section property, thence with section S 80° 00' E 74.70 feet to iron pin in west boundary of alley, thence with alley S 80° 29' W 151.30 feet to iron pin in north boundary of Pittsboro Street, thence with Pittsboro Street and crossing alley S 80° 00' E 12.00 feet to iron pin, thence with east boundary of alley N 80° 29' W 219.40 feet to iron pin at corner of alley, thence S 89° 00' E 113.00 feet to iron pin, corner of Lot 578, Block 588, thence with said Lot 578 N 88° 00' feet to iron pin in north boundary of Pittsboro Street, thence with Pittsboro Street N 89° 00' E 222.00 feet to the beginning, containing 46,810.5 sq. ft., more or less.

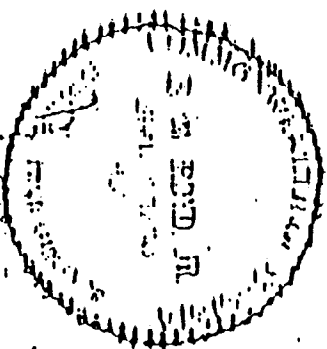
PLAT

HOMER C. LEHER PROPERTY

PITTSBORO ST, FRONT ROYAL, VA

SENE: 1-40 DEC 31, 1956

S. M. DODD, JR., C.L.S.



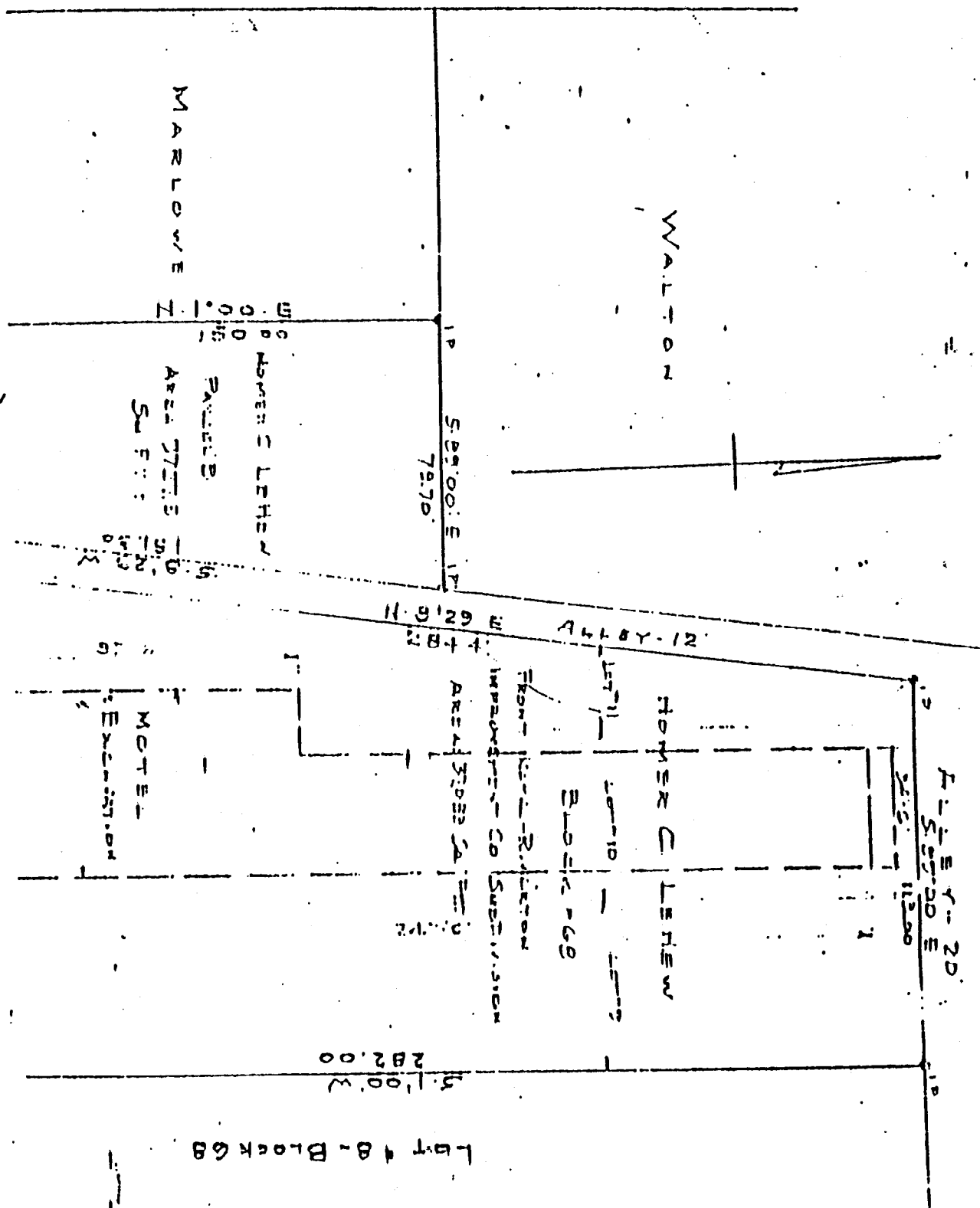
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SHENANDOAH AVENUE

80 FT. WIDE

BOOK 216

PAGE 576



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SPECIAL MEETING

SPECIAL MEETING



Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 3

Meeting Date: March 6, 2017

Agenda Item: COUNCIL APPOINTMENT – Planning Commission

Summary: Council is requested to appoint a member to the Front Royal Planning Commission to an unexpired term, said term to expire August 31, 2018.

Budget/Funding: None

Attachments: None

Meetings: Interviews

Staff Recommendation: Approval ☒ Denial ☐

Proposed Motion: I move that Council appoint _____ to the Front Royal Planning Commission to an unexpired term, said term to expire August 31, 2018.

*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: JW

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Town of Front Royal, Virginia
Work Session Agenda Form

Date: March 6, 2016

Agenda Item: Police Department Update – Moseley Architects

Summary: Representatives from Moseley Architects will be in attendance to update Town Council on the design of the new Police Department Headquarters. Up-to-date construction costs and handout material will be distributed at the meeting.

Council Discussion: Council takes desired action

Staff Evaluation: Staff will be in attendance

Budget/Funding: New Market Tax Credit Program

Legal Evaluation: Town Attorney will be in attendance

Staff Recommendations: None

Town Manager Recommendation: Town Manager will be in attendance

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action

Consensus Poll on Action: ____ (Aye) ____ (Nay)

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Town of Front Royal, Virginia Work Session Agenda Form

Date: March 6, 2017

Agenda Item: Humane Society Request for Trolley Use

Summary: The Humane Society of Warren County has requested that the Town contribute the rental rate for use of two (2) Virginia Regional Transit (VRT) Royal Trolleys from 8:00am – 4:00pm on Saturday, August 12, 2017 to transport participants in their fundraiser “Waggin’ for Dragons” Boat Race from the Lowe’s/Wal-Mart Parking Lot to the Front Royal Country Club. The rental rate last year was \$518.50 and Council approved the donation of up to \$600.00 toward the use of the trolley for this fundraiser. VRT was recently contacted and the rental rate is the same for this year at \$518.50; however, the Humane Society this year is asking for the use of two trolleys which is at a rental cost of \$1,037.00.

Council Discussion: Council takes desired action

Staff Evaluation: Staff will be available

Budget/Funding: Director of Finance will be available

Legal Evaluation: Town Attorney will be available

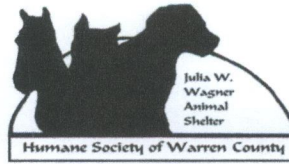
Staff Recommendations: None

Town Manager Recommendation: Town Manager will be available.

Council Recommendation:

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

Work Session



1245 Progress Drive
Front Royal, VA 22630
(540) 635-4734 • humanesocietywarrencounty.org

January 16, 2017

Joseph Waltz
Interim Town Manager
102 E. Main St
P.O. Box 1560
Town Hall
Front Royal, VA 22630

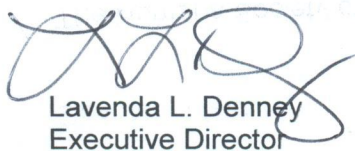
Dear Mr. Waltz,

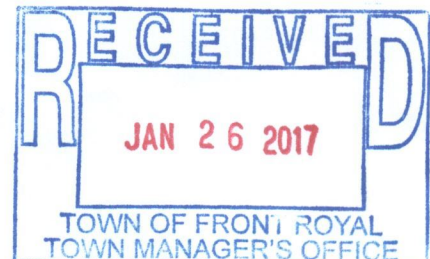
The Humane Society of Warren County will be hosting the 4th Annual Waggin' for Dragons boat race on Saturday, August 12th at the Front Royal Country Club. This fundraiser is the animal shelters highest grossing community event. Hundreds of participants and spectators come out to see the dragon boats race in support of the homeless animals of Warren County.

We are hopeful that for our 2017 event, the Town of Front Royal would allow us to utilize two town trolleys to transport event participants from the Lowe's/Wal-Mart parking lots to the Front Royal Country Club. We would need the trolleys from approximately 8AM to approximately 4PM on Saturday, August 12th. We will have parking attendant volunteers in place to direct event goers to the designated parking area to avoid a traffic issue at the Front Royal Golf Club.

Thank you for consideration of this donation. Should you approve this request, the Town of Front Royal logo will be placed on the 30-foot promotional banner that will hang on both John Marshall Highway and Royal Avenue. Supporting sponsors will also be mentioned on the PA system during the event. Your gift would support our efforts to raise funds and help us to save the lives of the animals we love so much.

Sincerely,


Lavenda L. Denney
Executive Director





Charter Transportation Price Estimate

* Date of estimate: 02/20/2017

Client: Town of Front Royal

Contact Information: Joe Waltz jwaltz@frontroyalva.com

Date of Event: Saturday, August 12, 2017

Type of Event: Humane Society Event

Passengers:

of vehicles: 1 trolley

Pick up location(s): Lowes – Rivereton Commons 80 Riverton Commons Dr. Front Royal, VA

Drop off location(s): Front Royal Country Club 902 Country Club Dr. Front Royal, VA

Travel itinerary:

7:45 AM pre trip and depart the yard

8:00-4:00 continuous shuttle between locations

4:15 back in the yard

Estimated price: 1 trolley for 8.5 hours at \$61.00/hr.(Government rate) = \$518.50

Eric Lev Dahl, Virginia Rides Coordinator

eric@vatransit.org

540-338-7285

** Estimate is valid for 60 days from date listed. Availability not guaranteed without deposit and contract.*

3



Town of Front Royal, Virginia Work Session Agenda Form

Date: March 6, 2017

Agenda Item: Resolution to Enter Agreement to Establish the Skyline Regional Justice Academy

Summary: Council is requested to approve a Resolution to enter into an Agreement to establish the Skyline Regional Justice Academy, as presented. Council approved a resolution July 11, 2016 to withdraw from the Rappahannock Regional Criminal Justice Academy effective June 30, 2017.

Council Discussion: Council takes formal action at the March 13, 2017 Council Meeting.

Staff Evaluation: Recommends approval for the Front Royal Police Department

Budget/Funding: The Director of Finance will be available to address fiscal issues.

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

Staff Recommendations: Recommends Council approve the Resolution

Town Manager Recommendation: Town Manager recommends approval of the Resolution

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action

Consensus Poll on Action: ____ (Aye) ____ (Nay)

Bruce Hite

From: Tommie Bower <tbower@rrcja.org>
Sent: Wednesday, January 25, 2017 4:50 PM
To: Berryville Chief White; Clarke Co Sheriff Roper; Frederick Co Sheriffs Dept; Bruce Hite; Warren Houde; NRADC; Sheriff Connie Compton; William Wilson; Stephens City PD; Strasburg PD; Daniel McEathron; Sheriff Taylor; Winchester PD; James Roy; Leeanna Pyles
Subject: Skyline Charter Agreement and Resolution
Attachments: Skyline Academy Charter Agreement Final Draft (2).docx; Charter Resolution.docx

Good Afternoon,

As discussed at today's meeting attached is the Charter agreement and Resolution for all of our Member Jurisdictions to approve in order to complete the final step in developing the Skyline Regional Criminal Justice Academy. Our Academy Attorney Brendan Hefty from the Law Firm Hefty, Wiley, and Gore developed this agreement based on the requirements per 15.2-1747 of the Code of Virginia and the Criminal Justice Service Board Guidelines.

As you know your Jurisdiction entered into a resolution mid-2016 to separate from Rappahannock Regional Criminal Justice Academy, a part of that resolution states that the Chief/Sheriff/Superintendent/Director are hereby, directed to take all action necessary to effect the withdrawal from the membership of the Rappahannock Regional Criminal Justice Academy and to establish membership in the Skyline Regional Criminal Justice Academy...

By each governing body approving the attached Charter agreement you will be full filling the necessary and final steps in your agencies membership and creation of the Skyline Regional Criminal Justice Academy per section 15.2-1747 of the Code of Virginia.

Please see that you contact your City Manager/County Administrator/Authority as soon as possible to place this on the agenda for your next council/board meeting. We would like to have all finalized documents by the end of February/Early March. The resolution attached once passed at the council/board level will give your City Manager/County Administrator/Authority the approval to sign the attached Charter where designated. Once this step is completed we will be able to finalize and legally form Skyline Regional Criminal Justice Academy.

Please return all completed documents to me.

Congratulations on this success and please let me know if you have any questions or are in need of further discussion.

Tommie A. Bower

2275 Third Street Middletown, VA 22645

540-868-1360, Middletown

540-371-2875, Fredericksburg

RESOLUTION OF THE [GOVERNING BODY] OF THE [TOWN/CITY/COUNTY]

WHEREAS, the TOWN OF BERRYVILLE, the COUNTY OF CLARKE, the COUNTY OF FREDERICK, the FREDERICK COUNTY EMERGENCY COMMUNICATIONS CENTER, the TOWN OF FRONT ROYAL, the LORD FAIRFAX COMMUNITY COLLEGE, the TOWN OF MIDDLETOWN, the NORTHWESTERN REGIONAL JAIL AUTHORITY, the RSW REGIONAL JAIL AUTHORITY, the TOWN OF STEPHENS CITY, the TOWN OF STRASBURG, the COUNTY OF WARREN, the CITY OF WINCHESTER, and the COUNTY OF RAPPAHANNOCK, have agreed to form a regional criminal justice academy pursuant to Section 15.2-1747 et. seq. of the Code of Virginia in order to furnish the highest achievable level of professional law enforcement and criminal justice-related training to the participating jurisdictions through the development and operation of initial recruit training, continuing in-service training and advance training programs; and

WHEREAS, it is necessary for the participating members to enter into an agreement establishing the regional criminal justice academy that sets forth the relationship between the members and the regional criminal justice academy.

NOW, THEREFORE, BE IT RESOLVED, by the [Board/Council] of [Town/City/County] as follows:

1. The [Board/Council] hereby agrees to establish the Skyline Regional Criminal Justice Academy pursuant to Section 15.2-1747 et. seq. of the Code of Virginia.
2. At its regular meeting of [insert date], the [Board/Council] authorized the [City/County Manager] to sign the Charter Agreement Establishing the Skyline Criminal Justice Academy, a copy of which is attached to this Resolution.

Adopted:

Chairman/Mayor

Attest:

THIS RESOLUTION was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on _____, 2017 upon the following recorded vote:

William A. Sealock	<u>Yes/No</u>	Bébhinn C. Egger	<u>Yes/No</u>
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Eugene R. Tewalt	<u>Yes/No</u>	Jacob L. Meza	<u>Yes/No</u>
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John P. Connolly	<u>Yes/No</u>	Christopher S. Morrison	<u>Yes/No</u>
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Approved as to Form and Legality:

Douglas W. Napier, Town Attorney

Dated: _____

CHARTER AGREEMENT ESTABLISHING THE
SKYLINE REGIONAL CRIMINAL JUSTICE ACADEMY

THIS CHARTER AGREEMENT ("Agreement") is made this ____ day of April, 2017, by and among the TOWN OF BERRYVILLE, the COUNTY OF CLARKE, the COUNTY OF FREDERICK, the TOWN OF FRONT ROYAL, the LORD FAIRFAX COMMUNITY COLLEGE, the TOWN OF MIDDLETOWN, the NORTHWESTERN REGIONAL JAIL AUTHORITY, the RSW REGIONAL JAIL AUTHORITY, the TOWN OF STEPHENS CITY, the TOWN OF STRASBURG, the COUNTY OF WARREN, the CITY OF WINCHESTER, the COUNTY OF RAPPAHANNOCK (collectively the "Member Jurisdictions").

WHEREAS, the Member Jurisdictions are each currently members of the Rappahannock Regional Criminal Justice Academy; and

WHEREAS, the Member Jurisdictions have determined that it is in their best interest to withdraw as members of the Rappahannock Regional Criminal Justice Academy and to establish and operate a new criminal justice training academy to be known as the Skyline Regional Criminal Justice Academy; and

WHEREAS, on November 2, 2016, the Board of Directors of the Rappahannock Regional Criminal Justice Academy approved the withdrawal of the Member Jurisdictions effective June 30, 2017; and

WHEREAS, the Member Jurisdictions have each adopted a resolution to withdraw as a member of the Rappahannock Regional Criminal Justice Academy and to start training as a member of the Skyline Regional Criminal Justice Academy effective July 1, 2017; and

WHEREAS, the Member Jurisdictions desire to enter into this Agreement pursuant to Section 15.2-1747 of the Code of Virginia to provide for the establishment and operation of the Skyline Regional Criminal Justice Academy.

NOW THEREFORE, the Member Jurisdictions agree as follows:

SECTION 1. NAME

The Member Jurisdictions agree to create a regional criminal justice training academy pursuant to the provisions of Section 15.2-1747 of the Code of Virginia to be known as the Skyline Regional Criminal Justice Academy ("Academy").

SECTION 2. PRINCIPAL OFFICE

The principal office of the Academy shall initially be located at 2275 Third Street, Middletown, Virginia 22645 in the County of Frederick, Virginia. The principal office may be changed at such times and under such conditions as the Board may determine.

SECTION 3. BOARD OF DIRECTORS

The Board of Directors (the "Board") shall be composed as follows:

(i) each county shall be represented by both the chief of police and sheriff. If a county does not have a chief of police, then only the sheriff shall serve as the member representing that county. Notwithstanding the above, the director of the Frederick County Emergency Communications Center shall serve as a member representing Frederick County in addition to its sheriff.

(ii) each city shall be represented by its chief of police or other City Official appointed by the governing body and sheriff or other City Official appointed by the governing body.

Notwithstanding any other provisions of this Charter, these members shall serve for terms as designated by the governing body.

(iii) each town shall be represented by its chief of police.

(iv) each regional jail shall be represented by its superintendent.

(v) if a Member Jurisdiction is not a city, county, town or regional jail, then that Member Jurisdiction shall be represented by its chief law enforcement officer.

The members of the Board shall serve for a term coexistent with their employment as sheriff, chief of police, jail superintendent, chief law enforcement officer, or director of emergency communications center. Each member of the Board shall have one vote. A majority of the Board shall constitute a quorum, and a vote of the majority of the members of the Board voting shall be necessary for the passage of all items. Each member of the Board may appoint an alternate in

writing to attend meetings and vote in place of the member. The Board may adopt by-laws governing the operation of the Board and Academy.

The Board shall annually elect a Chairman and Vice-Chairman to serve as Officers of the Board. During the annual meeting, the Board shall also elect a secretary. The secretary need not be a member of the Board. The secretary shall keep written minutes of the meeting and deliver copies to the members of the Board. The Board shall fix such meeting times as it deems necessary.

SECTION 4. EXECUTIVE COMMITTEE

The Board may create an Executive Committee, which may exercise the powers and authority of the Academy between meetings of the Board as authorized by law. The Chairman of the Academy Board of Directors shall serve as the Chairman of the Executive Committee. The remaining members of the Executive Committee shall be determined by the Board.

SECTION 5. PURPOSE AND POWERS

The purpose of the Academy is to furnish the highest achievable level of professional law enforcement and criminal justice-related training to the participating jurisdictions through the development and operation of initial recruit training, continuing in-service training and advanced training programs. The Academy shall have all powers set forth in Sections 15.2-1747 *et seq.*, of the Code of Virginia, as amended, and other provisions of Virginia Law.

SECTION 6. ADDITIONAL MEMBERS

Other governmental units may become members of the Academy upon a resolution adopted by the governing body of the governmental unit requesting membership in the Academy and approval of the request by a two-thirds vote of the Board of the Academy, subject to such conditions as the Board may prescribe.

SECTION 7. WITHDRAWAL AS A MEMBER

Members may withdraw from the Academy as provided by Sections 15.2-1747 *et seq.*, of the Code of Virginia as the same may be amended.

SECTION 8. AMENDMENT OF AGREEMENT

This Agreement may be amended upon approval by three-fourths of the governing bodies of the then Member Jurisdictions.

SECTION 9. AUDIT

An annual, independent financial audit made by a Certified Public Accountant of the Academy, and any special funds, shall be conducted. Copies of all audits shall be sent to each Member Jurisdiction.

SECTION 10. FINANCE AND BUDGET

The Board shall adopt a budget for each fiscal year, and shall submit its approved budget to each Member Jurisdiction prior to January 1 of each year. Such budget shall estimate the amount of funds needed from each Member Jurisdiction to operate the Academy during the fiscal year beginning July 1. Each Member agrees to pay, subject to appropriation, a percentage of the total cost of operating the Academy for the next fiscal year (minus any grants or income from the training of non-members or other source), which percentage shall be determined by comparing the number of criminal justice officers (subject to mandatory training) employed by each Member Jurisdiction. Member Jurisdictions agree to make such payment to the Academy by such date established by the Board.

SECTION 11. EFFECTIVE DATE AND DURATION

This Agreement shall be effective from date of its approval by all of the governing bodies of the Member Jurisdictions. The Academy shall continue in effect in perpetuity unless dissolved by unanimous action of the governing bodies of the Member Jurisdictions. In the event this Agreement is terminated, payment and/or credit for the furnishing and use of real property owned by a Member Jurisdiction shall be adjusted ratable to the date of termination. All property shall be scheduled and valued by or at the direction of the Board and distributed in kind to the participants as nearly as is feasible in the same proportion as each participant contributed to acquiring it; however, one or more participants may purchase the interests of one or more of the other participants in the property.

SECTION 12. EXECUTION OF AGREEMENT

This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.

WITNESS the following signatures:

TOWN OF BERRYVILLE

By: _____
Town Manager

Date: _____

COUNTY OF CLARKE

By: _____
County Administrator

Date: _____

COUNTY OF FREDERICK

By: _____
County Administrator

Date: _____

TOWN OF FRONT ROYAL

By: _____
Town Manager

Date: _____

LORD FAIRFAX COMMUNITY COLLEGE

By: _____
President

Date: _____

TOWN OF MIDDLETOWN

By: _____
Town Manager

Date: _____

NORTHWESTERN REGIONAL JAIL AUTHORITY

By: _____
Chairman

Date: _____

RSW REGIONAL JAIL AUTHORITY

By: _____
Chairman

Date: _____

TOWN OF STEPHENS CITY

By: _____
Town Manager

Date: _____

COUNTY OF RAPPAHANNOCK

By: _____
County Administrator

Date: _____

TOWN OF STRASBURG

By: _____
Town Manager

Date: _____

COUNTY OF WARREN

By: _____
County Administrator

Date: _____

CITY OF WINCHESTER

By: _____
City Manager

Date: _____

RESOLUTION

AUTHORIZING THE CHIEF OF THE TOWN OF FRONT ROYAL POLICE DEPARTMENT TO TAKE ALL NECESSARY STEPS TO WITHDRAW FROM MEMBERSHIP IN THE RAPPAHANNOCK REGIONAL CRIMINAL JUSTICE ACADEMY AND TO ESTABLISH MEMBERSHIP IN THE SKYLINE REGIONAL CRIMINAL JUSTICE ACADEMY

WHEREAS, the Town of Front Royal has been a training member of the Rappahannock Regional Criminal Justice Academy since 1998 or thereafter; and,

WHEREAS, the Town of Front Royal has enjoyed an excellent relationship with the other localities participating in the Academy, and has received thorough and effective training for its law enforcement/communications officers at the Academy; and,

WHEREAS, an analysis of the current training needs by the Front Royal Police Department has revealed that participation in the Skyline Regional Criminal Justice Academy would provide a Department of Criminal Justice Services curriculum and result in cost savings; and,

WHEREAS, the Chief of the Front Royal Police Department has determined that it is in the best interest of the Front Royal Police Department and the Town of Front Royal to withdraw from membership in the Rappahannock Regional Criminal Justice Academy and establish membership in the Skyline Regional Criminal Justice Academy; and,

WHEREAS, Section 15.2-1747(D) of the Code of Virginia, 1950, as amended, provides that a governmental unit may withdraw from an academy created under this Section or § 15.2-1300 only by two-thirds vote of the Board of Directors of the Academy. The governing body of the governmental unit seeking to withdraw from the Academy shall signify its desire by resolution or ordinance. The Board of Directors shall consider requests to withdraw in October 2016, and in October of every fifth year thereafter. No requests to withdraw shall be considered at any other time, unless agreed to unanimously. Any withdrawal approved by the Board of Directors shall be effective on June 30 of the following year; and,

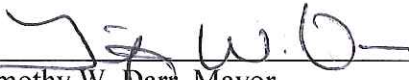
WHEREAS, at the regular May 12, 2016 meeting of the Criminal Justice Service Board unanimous agreement was given to allow the withdrawal of the Front Royal Police Department from Rappahannock Regional Criminal Justice Academy membership and allow membership in Skyline Regional Criminal Justice Academy, effective June 30, 2017; and,

NOW THEREFORE BE IT RESOLVED by the Town of Front Royal that it hereby expresses its desire for the Town to withdraw from the Rappahannock Regional Criminal Justice Academy and to establish membership in the Skyline Regional Criminal Justice Academy for criminal justice purposes; and,

BE IT FURTHER RESOLVED, the Chief of the Front Royal Police Department be, and is hereby, directed to take all actions necessary to effect the withdrawal from the membership of the Rappahannock Regional Criminal Justice Academy and to establish membership in the Skyline Regional Criminal Justice Academy for criminal justice purposes; and,

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to the Director of the Rappahannock Regional Criminal Justice Academy and the Director of the Virginia Department of Criminal Justice Services.

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 conducted on 7-11-, 2016 upon the following recorded vote:

Hollis L. Tharpe

Yes/No

Bret W. Hrbek

Yes/No

Eugene R. Tewalt

Yes/No

Bébhinn C. Egger

Yes/No

John P. Connolly

Yes/No

Jacob L. Meza

Yes/No

Approved as to Form and Legality:


~~Douglas W. Napier, Town Attorney~~
B. Sennett, Asst. Town Atty.

Dated: 7-11-2016

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Town of Front Royal, Virginia Work Session Agenda Form

Date: March 6, 2017

Agenda Item: Purchase of Additional Water Meters

Summary: Council is requested to approve the purchase of about \$105,000 worth of water meters for the Department of Environmental Services.

Council Discussion: Council is requested to approve as presented

Staff Evaluation: The fiscal year 2017 budget included \$523,750.00 to purchase radio water meters to advance the radio water metering reading project. Staff purchased \$24,500 worth of water meters in December 2016 to allow additional time to evaluate the loss in water revenue.

The amount of \$105,000 should provide enough water meters for the Department of Environmental Services to replace those needed in fiscal year 2017 and will leave a remaining balance of approximately \$394,250.00 under the line item.

Purchase of the water meters is necessary to replace slowed, stopped, or broken water meters and for installation of water meters at new properties. Failure to replace/install necessary meters could result in loss of water & sewer revenue for the Town.

Budget/Funding: Funding would be expensed from line item:

9617 – 47001 \$105,000 Water Meter Reading Machinery & Equipment

Legal Evaluation: Town Attorney will be available for questions.

Staff Recommendations: Staff recommends for council to approve as presented, which will allow approximately \$394,250.00 to remain under line item 9617-47001 and will allow staff the necessary amount of water meters. The \$394,250.00 could help alleviate some of the water revenue shortage for fiscal year 2017, if needed.

Staff will have a better understanding of the FY2017 water revenue shortage as we approach June 30, 2017 and should have different options available to help offset the shortage in revenue. Options may include using the excess in water connection revenue to help offset the water sales revenue shortage or releasing a portion of encumbered funds from other capital projects that may not be required at this time.

Planning Commission Recommendation: N/A

Town Manager Recommendation: (The Town Manager will provide input on the issue and make his recommendations to council.)

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action



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Town of Front Royal, Virginia Work Session Agenda Form

Date: March 6, 2017

Agenda Item: The Local Choice Group Health Insurance

Summary: Council requested when Health Insurance Consulting Services was last discussed (January 17), to be provided information regarding the current employee health insurance plan coverage under The Local Choice.

Council Discussion: Backup material will be supplied at the meeting.

Staff Evaluation: Staff continues to review and give recommendation to Council at work session.

Budget/Funding:

Legal Evaluation: Town Attorney will be available.

Staff Recommendations: After receiving direction from Council, Staff will provide recommendation at work session.

Town Manager Recommendation: Town Manager will be available.

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action

Consensus Poll on Action: __ (Aye) __ (Nay)

Work Session

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Town of Front Royal, Virginia Work session Agenda Form

Date: March 6, 2017

Agenda Item: FY18 Budget Discussion

Summary: Begin discussions of key components of the FY18 budget, mainly focusing on the general fund & street fund.

Council Discussion: Discussion of the FY18 budget.

Staff Evaluation: All material will be distributed at work session

Budget/Funding: Will be discussed during meeting

Legal Evaluation: Town Attorney will be available for questions.

Staff Recommendations: All material will be distributed at work session

Planning Commission Recommendation: N/A

Town Manager Recommendation: (The Town Manager will provide input on the issue and make his recommendations to council.)

Council Recommendation:

☐ Additional Worksession ☐ Regular Meeting ☐ No Action



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