



REGULAR TOWN COUNCIL MEETING

Monday, April 24, 2017 @ 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 April 10, 2017
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
 - a. Report of special committees or Town officials and Town Manager.
 - *Presentation by Leslie Fox Keyser Elementary School**
 - *Report from Warren County – Brandi Rosser**
 - 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 – Letter of Support – Brooklyn's Marketplace
 - B. COUNCIL APPROVAL – Authorize Execution of Remaining Requirements Energy Supply Schedule with AMP for 2021-2022 (Power Purchase)
 - C. COUNCIL APPROVAL – Bid for Mini Excavator/Trailer
8. **COUNCIL APPROVAL** – Special Exception App - Regional Criminal Justice Academy (*2nd Reading*)
9. **COUNCIL APPROVAL** – Budget Amendment Byrne Justice Assistance Grant – Police Dept
10. **COUNCIL APPROVAL** – Budget Amendment for Sewer User Surcharge

7A



Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 7(A)

Meeting Date: April 24, 2017

Agenda Item: COUNCIL APPROVAL – Letter of Support – Brooklyn’s Marketplace

Summary: Council has received a request from Arlene T. “Brooklyn” Ballou seeking a Letter of Support from the Town for her business “Brooklyn’s Marketplace”. Her organization “Center for Workforce Development, Inc” is purchasing 206 E. Main Street (Kibler Building) to expand her incubator program, Brooklyn’s Marketplace, located at 113 E. Main Street. Her funder United States Department of Agriculture (USDA) Rural Development is requesting a letter from the Town stating that her business is within the Town’s vision of community and economic development. Council is requested to authorize the Mayor to execute a Letter of Support on behalf of Town Council as presented.

Budget/Funding: None

Attachments: Request from Ms. Ballou and Letter of Support,

Meetings: Work Session held April 17, 2017

Staff

Recommendation: Approval ✓ Denial

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

Proposed Motion: I move that Council approve and authorize the Mayor to execute a Letter of Support for Brooklyn’s Marketplace on behalf of Town Council, 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: JW

From: "aballou@centersinternational.org" <aballou@centersinternational.org>

Date: Thursday, April 6, 2017 at 10:43 AM

To: Joe Waltz <jwaltz@frontroyalva.com>

Subject: Support Letter

Joe,

I would like to request a letter of support from the Town. I have spoken with Felicia Hart, Jeremy Camp, and Tina and all suggested I send an email to you.

My organization, Center for workforce Development, Inc., a 501 c 3, is purchasing a building at 206 E. Main, Kibler building so we expand our incubator program Brooklyn's Marketplace. We have been operating Brooklyn's for the last five years at 113 E. Main and it is time to expand.

Our funder, USDA, would like a letter from the Town stating that we are within the Town's vision of community and economic development. I believe we are, as we are expanding, we have 30 small businesses currently under Brooklyn's wing, we will be taking part in the Facade Program, and we provide TA to several Main Street businesses. I have attached are business plan which further demonstrates how we fit with the Town's Revitalization Plan.

Please contact me with any questions at 703-973-8055, by email, or come on by to the shop, 113 E. Main....I think this is an exciting time for downtown and full of opportunities for emerging business.

Thank you for your consideration,

Brooklyn

Arlene T Ballou
Executive Director
Center for Workforce Development
45342 Gable Square
Sterling, VA 20164
Tel: 571-353-4384
Cell: 703-973-8055
www.centersinternational.org



TOWN OF FRONT ROYAL

TOWN HALL
102 E. MAIN STREET - P.O. BOX 1560
FRONT ROYAL, VIRGINIA 22630-1560

April 25, 2017

Joseph W. Boatwright
Rural Business Specialist
USDA Rural Development
650 North Lee Highway, Suite 3
Lexington, VA 2445

Re: Letter of Support for the Center for Workforce Development

Dear Mr. Boatwright:

Please accept this as our letter of support for the Center for Workforce Development's, CWD, efforts for funding to purchase a property at 206 E. Main Street, Front Royal 22630.

The Town of Front Royal believes the Center for Workforce Development's expansion of their incubator program Brooklyn's Marketplace compliments the Town's Revitalization Plan. The Town of Front Royal is currently developing a revitalization plan for our downtown area to bolster community and economic development. Our revitalization plan includes a façade program, branding, signage, street and public area enhancements. These efforts are to bring in new businesses and tourists.

The Center for Workforce Development is creating new small businesses for local residents, artists and craft persons. These new small businesses are developed under the incubator and while operating, receive the technical assistance to ensure that they will be successful. Programs like the Center for Workforce Development is conducting, can be vital to the economic development of small towns.

Thank you for your consideration.

Sincerely,

Hollis L. Tharpe, Mayor
Town of Front Royal, Virginia

7B



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

Page 1
Item No. 7(B)

Meeting Date: April 24, 2017

Agenda Item: COUNCIL APPROVAL – Authorize Execution of Remaining Requirements Energy Supply Schedule with AMP for 2021-2022 (Power Purchase)

Summary: Council is requested to approve an Ordinance authorizing the execution of remaining requirements energy supply schedule with American Municipal Power, Inc (AMP) to purchase power up to \$50.00/MWh with 0.5 MW of 7x24 power be carved out for the possible extension of the Blue Creek Wind Farm as presented for years 2021 and 2022.

Budget/Funding: 9401-43022 – Electric Department – Purchase of Electricity

Attachments: Ordinance and Energy Supply Schedule

Meetings: Work Session held April 17, 2017

Staff

Recommendation: Approval ✓ Denial

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

Proposed Motion: I move that Council approve an Ordinance authorizing the execution of remaining requirements energy supply schedule with American Municipal Power, Inc (AMP) to purchase power up to \$50.00 /MWh with 0.5 MW of 7x24 power be carved out for the possible extension of the Blue Creek Wind Farm for years 2021 and 2022 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: 

TOWN OF FRONT ROYAL

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE EXECUTION
OF REMAINING REQUIREMENTS ENERGY SUPPLY SCHEDULE
WITH AMERICAN MUNICIPAL POWER, INC. ("AMP")**

WHEREAS, the Town of Front Royal, Virginia (the "Municipality") is a political subdivision organized and existing pursuant to the laws of the state of Ohio which owns and operates an electric utility system for the sale of electric capacity and associated energy for the benefit of its citizens and customers;

WHEREAS, in order to satisfy the electric energy requirements of its electric utility system, the Municipality has heretofore purchased economical and reliable energy from AMP, an Ohio non-profit corporation, of which the Municipality is a member, or has heretofore purchased energy arranged by AMP;

WHEREAS, the Municipality, acting individually and, along with other municipalities which own and operate electric utility systems, jointly through AMP, endeavors to arrange for reliable, reasonably priced supplies of electric energy for ultimate delivery to its customers;

WHEREAS, Municipality has executed a Master Services Agreement with AMP which sets forth the general terms and conditions for the provision of power supply and other services by AMP to the Municipality;

WHEREAS, AMP will negotiate with one or more reputable and financially sound third party power suppliers to enter into an agreement(s) to purchase electric energy for a term beginning on January 1, 2021 and ending no later than December 31, 2022, which will provide an economical source of electric energy (herein "Long Term Energy Purchase(s)") for Municipality and other AMP Members;

WHEREAS, AMP, on behalf of the Municipality, desires to purchase from third party supplier(s) and then to resell the energy available from these Long Term Energy Purchase(s) on a long term basis to Municipality at contract cost (excluding any taxes,

transmission costs, replacement energy, losses, congestion costs, security costs or AMP service fees) not to exceed \$49.00 per MWh;

WHEREAS, AMP has prepared and delivered to the Municipality the form of a Remaining Requirements Energy Supply Schedule, pursuant to which the Municipality may purchase electric energy;

WHEREAS, AMP has provided and will continue to provide appropriate personnel and information regarding the Long Term Energy Purchase(s) to the Municipality, as such officers and representatives of the Municipality deem necessary or appropriate, to enable the Municipality to evaluate the benefits and risks of the Long Term Energy Purchase(s), to take actions contemplated by the ordinance hereinafter set forth and to determine that the same are in the public interest; and

WHEREAS, in recognition of the unique nature of the Purchases described herein, competitive bidding is not required on the Municipality's purchase of energy, through the Remaining Requirements Energy Supply Schedule, however, any competitive bidding requirement that might otherwise be applicable for the purchase of any energy through the execution of the Remaining Requirements Energy Supply Schedule authorized by this ordinance, should be waived.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA.

SECTION 1. That the form of the Remaining Requirements Energy Supply Schedule between this Municipality and AMP, substantially in the form attached hereto as Exhibit 1, is approved, subject to and with any and all changes provided for herein and therein.

SECTION 2. That the Mayor is hereby authorized to execute the Remaining Requirements Energy Supply Schedule and to acquire the Municipality's energy from Long Term Energy Purchase(s), with a term beginning on January 1, 2021 and ending no later than December 31, 2022, and with a third party contract price (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs, or AMP

service fees) not to exceed \$49.00 per MWh, and is further authorized to execute and deliver any and all documents necessary to participate in Long Term Energy Purchase, pursuant to the conditions set forth herein for a term beginning on January 1, 2021 and ending no later than December 31, 2022, as set forth in the Remaining Requirements Energy Supply Schedule.

SECTION 3. That competitive bidding is not required on the Municipality's acquisition of its right to secure energy under the Remaining Requirements Energy Supply Schedule, and in the event any competitive bidding requirements are applicable, any such competitive bidding requirement that might otherwise be applicable, are hereby waived.

SECTION 4. That is it found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of a quorum of the Council, and that all deliberations of this Council and of any its committees that resulted in such formal action, were held in meetings open to the public, in compliance with all legal requirements.

SECTION 5. If any section, subsection, paragraph, clause or provision or any part thereof of this ordinance shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this ordinance shall be unaffected by such adjudication and all the remaining provisions of this ordinance shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 6. That this ordinance shall take effect at the earliest date allowed by law.

Pertaining to AMP Contract No. _____

APPROVED:

Hollis L. Tharpe, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

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

Eugene R. Tewalt	Yes/No	Jacob L. Meza	Yes/No
Bébhinn C. Egger	Yes/No	William A. Sealock	Yes/No
John P. Connolly	Yes/No	Christopher S. Morrison	Yes/No

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

TOWN OF FRONT ROYAL
REMAINING REQUIREMENTS ENERGY SUPPLY SCHEDULE

AMP Contract No. 2017-#####-SCHED

**A Schedule to
American Municipal Power, Inc.
and
Town of Front Royal, Virginia**

Master Service Agreement No. C-12-2007-6255

WHEREAS, the Town of Front Royal, Virginia ("Municipality") and American Municipal Power, Inc. ("AMP") collectively ("Parties") have entered into a Master Service Agreement ("Agreement") under which certain services may be provided under schedules thereto;

WHEREAS, in order to obtain economical electric energy, the Municipality desires to purchase electric energy from AMP or have AMP arrange for the same on behalf of the Municipality;

WHEREAS, AMP will negotiate with one or more reputable and financially sound third party power suppliers to enter into an agreement(s) to purchase electric energy for a term beginning on January 1, 2021 and ending no later than December 31, 2022, which will provide an economical source of electric energy (herein "Long Term Energy Purchase(s)") for Municipality; and

NOW, THEREFORE, in consideration of the conditions, terms and covenants hereinafter contained, the Parties hereto do hereby mutually agree as follows:

ARTICLE I
TERM

Subject to the conditions contained herein, this Schedule shall be for a term beginning on January 1, 2021 and ending December 31, 2022.

ARTICLE II

CONTRACT QUANTITIES AND RATE

SECTION 201 - CONTRACT QUANTITIES: For the compensation hereinafter set forth, and pursuant to the terms and conditions contained herein, AMP shall arrange for the delivery of energy to the Municipality. The Municipality shall be invoiced and responsible for paying, and AMP is entitled to receive as compensation, the following:

- A. Actual monthly transmission fees, congestion charges, ancillary services, unforced capacity charges, losses, customer charges, security costs, replacement energy, and taxes or other such costs incurred by AMP to deliver the energy to the Municipality's Delivery Point; and
- B. AMP's Service Fee B, as defined in the Agreement, for all energy sold or arranged for and delivered pursuant to this Schedule, unless the same is paid for under another power supply schedule; and
- C. The contract rates or fees that AMP pays or incurs for each MW or MWh of energy supplied to the Municipality, as set forth in the transaction confirmation in Appendix A.

The Long Term Energy Purchases anticipated to be executed as a transaction confirmation between AMP and third party power suppliers for the benefit of Municipality will be a remaining requirements product (subject to final pricing upon execution). The Municipality authorizes AMP to purchase the remaining requirements energy on behalf of the Municipality with a term beginning on January 1, 2021 and ending no later than December 31, 2022, so long as the third party energy supply contract price for energy purchased under this Schedule (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs or AMP service fees) does not exceed \$49.00 per MWh.

SECTION 202 – PROCEDURES FOR POWER SUPPLY ACQUISITION AND SALE:

It is understood and anticipated that AMP may throughout the term of this

Schedule, enter into energy purchase transaction confirmations or other arrangements on behalf of the Municipality, subject to the approval of Municipality's Authorized Representative, to implement the Long Term Energy Purchases contemplated in Section 201 of this Schedule. The steps that will be followed in securing such Long Term Energy Purchases are set forth below.

At the time that AMP recommends that a Long Term Energy Purchase should be finalized, the following shall take place:

1. Authorized personnel of AMP shall confer with the Municipality's Authorized Representative (or his/her designee) on a recorded telephone line or through E-mail, regarding AMP's recommended Long Term Energy Purchases that meet the requirements of Section 201 prior to executing a transaction confirmation with a third party power supplier. AMP will provide power supply recommendations to Municipality's Authorized Representative based upon the best market information available to AMP at the time any conferring takes place.

2. If the Municipality's Authorized Representative approves AMP's recommendation and authorizes acquisition of the Long Term Energy Purchase over a recorded telephone line or through E-mail, then AMP shall acquire the Long Term Energy Purchase on behalf of the Municipality subject to the effective date and other terms and conditions approved by the Municipality's Authorized Representative.

3. AMP will enter into a transaction confirmation or other arrangement with the authorized and approved third party power supplier as soon as reasonably possible after approval is received as set forth above.

ARTICLE III **DELIVERY POINT**

The delivery point(s) for electric energy to be delivered hereunder ("Point of Delivery" or "Delivery Point") shall be the Municipality's interconnections with PJM, or its

successor.

ARTICLE IV **GENERAL**

SECTION 401 - FIRMNESS OF SUPPLY: Firmness of supply under this Schedule shall be equal to the firmness provided by the power supply schedules and transmission service arrangements executed by AMP, which are utilized to provide energy under this Schedule.

AMP's obligations hereunder are specifically dependent upon the performance of the suppliers listed in Appendix A or otherwise agreed to by the Parties. In the event of default of a power supplier (hereinafter "Supplier Default"), AMP shall provide replacement energy to Municipality and Municipality shall pay any cost difference (if any) of the replacement energy (or, if the cost of replacement energy is less, then Municipality shall pay that lower cost). Should a third party supplier default to such a degree that the agreement by and between that third party supplier and AMP is terminated, AMP shall use its best efforts to execute an alternate energy supply agreement, with another supplier unless otherwise agreed to in writing by Municipality.

Notwithstanding the foregoing, AMP agrees that it will notify Municipality promptly of any Supplier Default which may result in AMP's purchase of replacement energy for Municipality. AMP also agrees that in an event of a Supplier Default, AMP shall take all appropriate legal action to enforce the terms of AMP's contracts with the defaulting supplier and/or seek appropriate damages from supplier on Municipality's behalf. Municipality is, and shall be, third party beneficiary of such legal action and will be reimbursed or credited by AMP a *pro rata* share of any net recoveries against the defaulting supplier or Municipality's increased costs occasioned by the Supplier Default, whichever is less.

Municipality specifically acknowledges that although energy made available from the supplies listed in Appendix A or otherwise agreed to by the Parties are intended to be the primary source of energy pursuant to this Schedule, AMP may, from time to time, substitute for actual delivery purposes, other energy; provided that such substitute energy

be of a similar firmness and reliability as that made available under the third party power supplier transaction confirmation(s) and further provided that such substitution does not result in increased costs to Municipality.

When third parties providing firm transmission service interrupt deliveries from AMP to Municipality, AMP will use commercially reasonable efforts to deliver energy across other parties' transmission systems if interruptions occur from the primary firm transmission provider's system.

All other terms and conditions of the Agreement between AMP and the Municipality that are not consistent with the terms and conditions of this Schedule shall be applicable as if fully repeated herein.

SECTION 402 – AUTHORIZED REPRESENTATIVE: The Municipality's Representative shall be the Town Manager or the Town Manager's designee until modified by written notice to AMP by the Municipality.

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

Page 1
Item No. 7(C)

Meeting Date: April 24, 2017

Agenda Item: COUNCIL APPROVAL – Bid for Mini Excavator and Trailer

Summary: Council is requested to approve the bid from Carter Machinery at a cost of \$66,292.00 for the purchase of a Caterpillar 3.06E+04 mini excavator and the bid from Richmond Machinery at a cost \$17,965.00 for the purchase of a Felling FT40 trailer for the Department of Environmental Services Water and Sewer Maintenance.

Budget/Funding: Funding available in the Department of Environmental Services Water and Sewer Maintenance FY budget split evenly between line items 9602-47001 and 9802-47001

Attachments: Memorandum from Purchasing Agent with Quotation Tabulation and Memorandum from the Manager of Vehicle Equipment Maintenance

Meetings: None
Staff

Recommendation: Approval ✓ Denial

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

Proposed Motion: I move that Council approve the bid from Carter Machinery at a cost of \$66,292.00 for the purchase of a Caterpillar 3.06+04 mini excavator and the bid from Richmond Machinery at a cost \$17,965.00 for the purchase of a Felling FT40 trailer for use in the Department of Environmental Services Water and Sewer Maintenance.

*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



MEMORANDUM

Date: April 18, 2017
To: Tina Presley, Senior Administrative Assistant
Jennifer Berry, Clerk of Council
From: Cindy Hartman, Purchasing Agent *CH*
RE: Work Session

On Thursday, March 30, 2017, I held a bid opening for the purchase of a mini excavator and trailer. Out of the eleven (11) vendors I directly solicited, I received five (5) responses (see attached tabulation). Don McPaters, Vehicle/Equipment Manager, reviewed each of the quotations to compare the quoted machines with the Town's specifications. I have attached his memo. Due to the dollar amount, this purchase will require Town Council approval before moving forward. Please add this item to the April 24, 2017 agenda for their action.

Staff recommends the award for the purchase of a Caterpillar 3.06E+04 mini excavator be made to Carter Machinery at a cost of \$66,292.00.

Staff also recommends the award for the purchase of a 40,000 pound capacity Felling FT40 trailer be made to Richmond Machinery at a cost of \$17,965.00.

Funding for this purchase is available in the Department of Environmental Services Water and Sewer Maintenance FY17 budget split evenly between line items 9602-47001 and 9802-47001.

MEMORANDUM

TO: Cindy Hartman, Purchasing Agent

FROM: Donald B McPaters, Manager of Vehicle Equipment Maint. *DBM*

SUBJECT: Purchase Mini Excavator and trailer.

DATE: April 3, 2017

We had four bids on the mini excavator and five on the trailer and I have reviewed the bids.

The lowest bid on the mini excavator is Valley Supply & Equipment with a JCB 57C-1. the machine did not meet the specifications. They also had a bid on a Felling FT-45-2-LP and it met specifications. Mini price \$62,250.00 and trailer was \$20,684.00.

The next bid was from White Oak Equipment with a Takeuchi TB260CR. The machine did not meet specifications. They also had a bid on an Interstate 40LA trailer and it met specifications. Mini Price \$62,698.00 and Trailer was \$18,338.00.

The next bid was from Carter Machinery with a Caterpillar 3.06E+4 the machine met all specification. They also bid a Trail King TK40LP trailer and it met specifications. Mini price \$66,292.00 and trailer was \$19,138.00.

The next bid was from H&E Equipment Services with a Yanmar VIO55-6A. The machine did not meet specification. The also bid a Townmaster T40/T40LP and it met specification. Mini price \$67,453.50 and trailer was \$18,869.08.

The next bid was Richmond Machinery with no quote on the mini excavator. They did bid on the trailer with Felling Model FT40LP at \$17,965.00.

The Caterpillar 3.06E+4 machine met specifications at a price of \$66,292.00. The trailer from Richmond Machinery with a Felling FT40LP met specification and was the lowest price \$17,965.00.

TOWN OF FRONT ROYAL, VIRGINIA

Quotation Tabulation

Item: MINI EXCAVATOR and TRAILER

Quotation #4

Date: MARCH 30, 2017

Mailed: 11

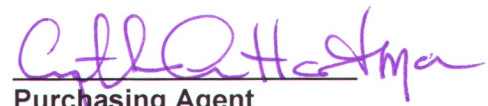
Replied 5

Vendor Quotation					
	WHITE OAK EQUIPMENT	RICHMOND MACHINERY & EQUIPMENT	CARTER MACHINERY	H & E EQUIPMENT SERVICES	VALLEY SUPPLY & EQUIPMENT
QUANTITY	QUOTATION	QUOTATION	QUOTATION	QUOTATION	QUOTATION
MINI EXCAVATOR	\$62,698.00	N/Q	\$66,292.00	\$67,453.50	\$62,250.00
	TAKEUCHI TB260CR		CATERPILLAR 3.06E+04	YANMAR VIO55-6A	JCB 57c-1
TRAILER	\$18,338.00	\$17,965.00	\$19,138.00	\$18,869.08	\$20,684.00
	INTERSTATE 40DLA	FELLING FT40	TRAIL KING TK40LP	TOWMASTER T40/T40LP	FELLING FT-45-2-LP
BOTH PER TOWN SPECIFICATIONS					
TOTAL QUOTATION					
	\$81,036.00	\$ 17,965.00	\$85,430.00	\$86,322.58	\$82,934.00

The above proposals verified to specifications and compliance with terms and conditions.

Witness

Witness


 Purchasing Agent

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Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 8

Meeting Date: April 24, 2017

Agenda Item: COUNCIL APPROVAL – Special Exception Application for Regional Criminal Justice Academy (*2nd Reading*)

Summary: Council is requested to adopt on its second and final reading conditional approval of a Special Exception Application (*FRSPU-000066-2016*) that includes five (5) special exceptions to the design standards of Chapter 148 of the Town Code, as requested by the Economic Development Authority (EDA), and submitted in association with a Preliminary Plan for the extension of Progress Drive and development of a regional criminal justice academy with the following conditions: Approval and recordation of the “Declaration of Restrictions of Certain Parcels of Land Owned by the Industrial Development Authority of Front Royal” and the Right-of-Way Reservation, as presented, and that Council directs the Mayor, Town Manager, Planning Director and Town Attorney to execute all necessary documents. Note: Second Reading was postponed to tonight

Budget/Funding: None

Attachments: Staff Report; Letter from Pennoni, Application, Declaration of Restrictions Work Session held March 20, 2017. Public Hearing held March 27, 2017; Postponed on April 10, 2017

Recommendation: Approval ✓ Denial _____

Proposed Motion: I move that Council adopt on its second and final reading conditional approval of a Special Exception Application *FRSPU-000066-2016*, that includes five (5) special exceptions to the design standards of Chapter 148 of the Town Code, as requested by the Economic Development Authority (EDA), and submitted in association with a Preliminary Plan for the extension of Progress Drive and development of a regional criminal justice academy. The conditions of approval are as follows:

- 1) Approval and recordation of 3 deed restrictions, titled “Declaration of Restrictions of Certain Parcels of Land Owned by the Industrial Development Authority of Front Royal”, operating as the Economic Development Authority (the “EDA”), as attached to and incorporated into this Motion; and
- 2) Approval and recordation of a right-of-way reservation, for the benefit of the Town, beginning from the end of Progress Drive and Intersection of the planned Future Road, as illustrated on Exhibit A, and traversing Property C to the planned location of the East/West Connector Road, or other public street that may connect with the East/West Connector Road.
- 3) I further move that the Council direct the Mayor, Town Manager, Planning Director, and Town Attorney to execute all necessary documents to carry out the intent of this Motion.

*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

**DECLARATION OF RESTRICTIONS OF CERTAIN PARCELS OF LAND OWNED BY THE
INDUSTRIAL DEVELOPMENT AUTHORITY OF FRONT ROYAL**

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this ____ day of _____, 2017, by the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia, operating as the Economic Development Authority, “EDA”, or “Declarant”.

WHEREAS, the EDA, is the owner of certain properties situated in the Town of Front Royal (“Town”), County of Warren (“County”), Virginia;

WHEREAS, certain properties of the Declarant are listed and described below, and hereinafter referred collectively as the “**Properties**”;

1. Tax Identification Number 20A221 1, presently consisting of approximately 49.55 acres, with the Town/County boundary traversing the parcel, the portion within the Town zoned R-1, and the portion within the County zoned Agricultural, hereinafter individually referred to in this Declaration as “**Property A**”; and
2. Tax Identification Number 20A221 1B, presently consisting of approximately 32.5018 acres, and zoned R-1, hereinafter individually referred to herein as “**Property B**”; and
3. Tax Identification Number 20A221 2A1, presently consisting of approximately 66.9288 acres, and zoned I-2 District, hereinafter individually referred to herein as “**Property C**”; and

WHEREAS, the Declarant presently desires to develop a portion of **Property B** for the intended use of the Skyline Regional Criminal Justice Academy; and,

WHEREAS, the proposed development of **Property B** includes the extension of Progress Drive, as illustrated by **Exhibit A**, that shall be extended to a proposed intersection of a future public road, subject to approval of a subdivision plan and final plats by the Town;

WHEREAS, such future public road, as referenced above, and as illustrated on **Exhibit A**, is intended to be extended to the north to access **Property A**, and any remainder of **Property B**, for future development purposes, and to the south to access **Property C**, and any remainder of **Property B**, for future development purposes;

WHEREAS, the extension of Progress Drive, as designed, requires approval of several special exceptions to the Town Code by the Town Council of Front Royal, Virginia;

WHEREAS, in consideration of such special exceptions, and other planning considerations, the **Declarant**, as owner of the **Properties**, for the **Declarant**, (which includes by reference all Declarant's heirs, executors, administrators, successors and assigns), declares that the **Properties**, and any subdivisions or re-subdivisions thereof, are held and hereafter shall be conveyed, subject to the following covenants, rights, reservations, limitations, and restrictions:

Definitions:

Declarant: The owner of the Properties, which includes by reference all Declarant's heirs, executors, administrators, successors and assigns.

Director: The Director of Planning and Zoning for the Town of Front Royal, Virginia, or his designee.

Improvements: Sidewalk improvements, any necessary or appropriate conduits for underground electrical lines and other utility pipes and lines, and above-grade street lights

Properties: The Properties above described, and any subdivisions or re-subdivisions thereof.

Restriction I.

The Declarant shall construct the Improvements located within the Intersection of Progress Drive Extension and the future public road ("Future Road"), as illustrated on **Exhibit A**, at such time that the future public road ("Future Road") is extended beyond the intersection, either to the north, or to the south.

Restriction II.

The Declarant shall construct all sidewalk improvements, as illustrated on **Exhibit A**, at such time that the Town of Front Royal may initiate a sidewalk construction project on Progress Drive. In lieu of the requirement for construction, and upon acceptance by the Town, the applicant may pay to the Town the equivalence of all costs incurred by the Town for design and construction of said sidewalk and street light improvements, also including ancillary improvements, such as, but not limited to, conduit and electric utility lines.

Conditions Applicable to Restrictions I and II.

- A. In lieu of the requirement for construction of said Improvements, and upon acceptance by the Town, the Declarant may pay to the Town the equivalence of all costs incurred by the Town for design and construction of said Improvements. If Declarant elects to pay the Town the equivalence for all said costs of Improvements as aforesaid in the preceding sentence, payment for the Improvements shall be due by the Declarant to the Town upon sale, lease or conveyance of the first lot or parcel by the Declarant.
- B. In lieu of completion and acceptance by the Town of all required Improvements, prior to commencing construction of Improvements, or at the time of the first sale, lease or conveyance of the first lot or parcel by the Declarant, whichever event first occurs, Declarant shall provide a development surety, such as a performance bond, cash escrow or letter of credit, for the purpose of ensuring that the required site Improvements are satisfactorily completed within a time period agreed upon by the Town. The amount of the development surety shall be calculated by the Town based on the projected cost of installation of the Improvements. The amount of such development surety shall not exceed the total of the estimated cost of construction based on unit prices for new public or private sector construction in the locality and a reasonable allowance for estimated administrative costs, inflation, and potential damage to existing roads or utilities, which shall not exceed twenty-five percent (25%) of the estimated construction costs, except in circumstances when Virginia Code § 15.2-2241.A.5, or its successor statute, requires localities to limit such estimated costs to ten percent (10%). Such development surety shall be payable to and held by the Town, in a form approved by the Town.

Attorney. No development security shall be terminated without the Town's consent, and not without at least sixty (60) days' advance notice to the Town.

- C. No Improvement that is subject to a development surety as set forth herein shall be approved, nor a building or land disturbance permit issued for development, until the development surety instrument for that particular Improvement, development, or phase of development, has been submitted and certified by the Town Planning & Zoning Director (the "Director") as being consistent with this Declaration.
- D. Upon completion of part or all of the Improvements covered by a development security, the Declarant may request for a partial or final release of the development surety, as provided below (unless otherwise altered by future requirements of Town or State Code, in which case the below requirements shall be amended *mutatis mutandis*:
 - 1. All requests from the Declarant shall be submitted in writing.
 - 2. The Director shall make periodic partial releases of the development surety as provided in Virginia Code § 15.2-2245, or its successor statute.
 - 3. Periodic partial releases may not occur before the completion of at least thirty percent (30%) of the public facilities covered by any bond, escrow, letter of credit, or other performance guarantee. Town Council shall not be required to execute more than three periodic partial releases in any twelve (12) month period.
 - 4. Within thirty (30) days after receipt of a written notice by the Declarant of completion of part or all of any required Improvements, the Director shall respond in writing to the Declarant in one of the following ways: (i) grant the partial or final release; or (ii) inform the Declarant of any specified defects or deficiencies in construction to the Improvements and suggest corrective measures.
 - 5. If the Director fails to take action within the thirty (30) day period, the request of the Declarant shall be deemed approved and a partial release shall be granted. No final release shall be granted until after expiration of the thirty (30) day period and there is an additional request in writing sent by certified mail by the subdivider to the Town Manager. If the Town Manager fails to take action on the request within ten (10) working days of receipt of the request, it shall be deemed approved and final release shall be granted to the subdivider.

6. No development surety shall be reduced to less than 10 percent of the original development surety amount.
- E. Upon final completion and acceptance or approval of the site improvements and upon receipt from the Declarant of a certification of final completion from a professional engineer, land surveyor, or Director, the Director shall release any remaining development surety to the Declarant. A public improvement shall be deemed to be accepted when it is accepted by and taken over for operation and maintenance by the Town or State agency or department responsible for maintaining and operating the improvement.
- F. The Town may make use of the development surety if either: (i) the subdivider/developer fails to timely renew the development surety, when necessary to prevent the development surety from terminating, or (ii) the Planning Director, upon consultation with the Town Engineer and Town Attorney, determines that any of the improvements have not been completed in a timely manner and the completion of the improvements is deemed necessary to protect the public health, safety or general welfare.
- G. When a new street or road is incomplete, permits for new construction may not be issued to more than (1) incomplete street or road segment at a time.

Restriction III.

Declarant shall extend the future public road, as illustrated on **Exhibit A**, to the north and/or to the south, to intersect with a public street other than Progress Drive, at such time that the **Properties** are developed in the future; except that, such requirement to extend the future public road shall not apply to the development of the Skyline Criminal Justice Academy. This requirement may only be modified by Town Council.

Declarant affirms that the person signing below has authority to execute this instrument pursuant to duly authorized resolution of the Declarant.

**The Industrial Development Authority of the
Town of Front Royal and County of Warren, Virginia,
Operating as
Economic Development Authority (SEAL)
[SIGNATURE AND SEALS NEXT PAGE]**

By:_____ (SEAL)

Name/Title

STATE OF VIRGINIA

COUNTY OF WARREN, TO-WIT:

The foregoing instrument was acknowledged before me, a Notary Public in and for the State and County aforesaid, this day of _____, 2017, by: _____, _____ (Title) of the Industrial Development Authority of the Town of Front Royal and Warren County, Virginia, operating as the Economic Development Authority.

Given under my hand this _____ day of _____, 2017.

Notary Public

My commission expires:

Property A

Future Public Road

Intersection

Progress Drive Extension

Property B

Future Public Road

Property C

EXHIBIT A



SKYLINE REGIONAL CRIMINAL JUSTICE ACADEMY
 FRONT ROYAL WARREN COUNTY ECONOMIC
 DEVELOPMENT AUTHORITY
 FRONT ROYAL, VIRGINIA

PROJECT NO.	DATE
00036	JULY 20, 2018
REVISIONS	
DATE	DESCRIPTION
07/20/18	REV. FOR DRILL & B.
08/01/18	REV. FOR DRILL CONTINUED
08/15/18	REV. FOR DRILL & TIE

TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING



STAFF REPORT FOR THE FEBRUARY 15, 2017 PLANNING COMMISSION MEETING
Updated for 3/20/17 Town Council Work Session

APPLICATION #:

FRSPU-000066-2016

APPLICANT:

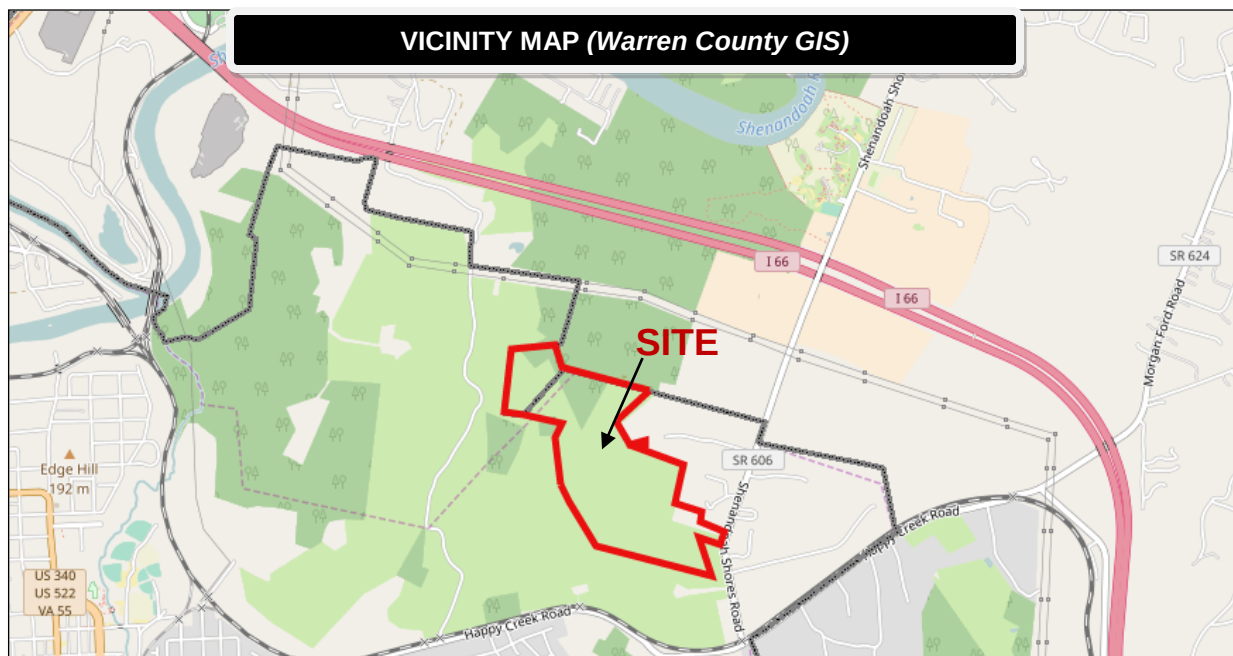
Pennoni Associates Inc.

APPLICATION SUMMARY:

The Applicant has submitted a request for a Special Exception (**Attachment 1**), on behalf of the property owner, the Economic Development Authority (EDA). The requested modifications are related to the intent to extend Progress Drive to accommodate the future development of a criminal justice academy on a new lot approximately 18 acres in land area.

GENERAL INFORMATION:

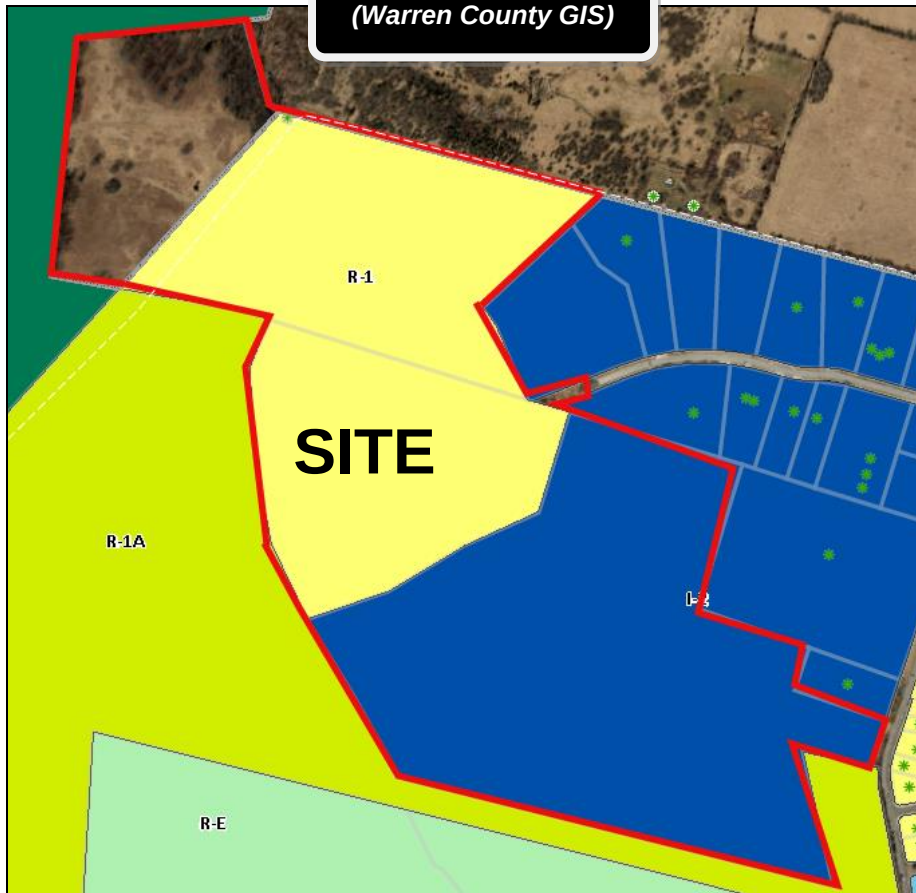
<i>Site Address</i>	No address currently.		
<i>Zoning District</i>	R-1, Residential District (I-2 for Adjacent EDA Property)		
<i>Overlay Districts</i>	Historic Area – NO	Floodway - NO	Entrance Corridor – NO
<i>Tax IDs</i>	20A221-1B		
<i>Location</i>	The subject property is located at the end of Progress Drive and adjoins the property of Front Royal Limited Partnership. Collectively, based on the Warren County GIS, the EDA owns approximately 149 contiguous acres at the location.		
<i>Existing Use</i>	Vacant lot		
<i>Proposed Use</i>	Street Extension and Subdivision for a future Criminal Justice Training Academy (public facility)		



AERIAL MAP
(Warren County GIS)



Zoning Map Overlay
(Warren County GIS)

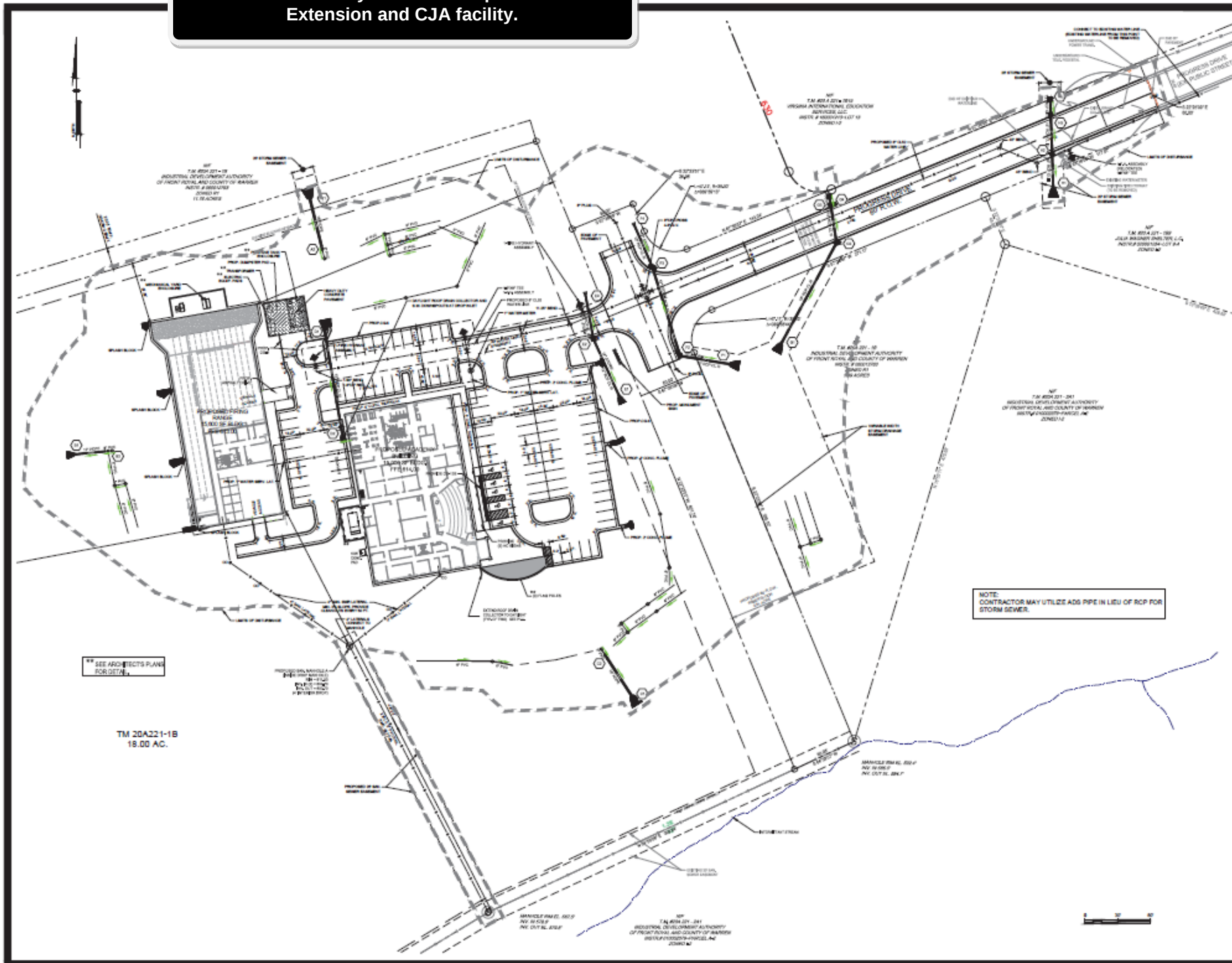


ZONING LEGEND

Color Legend:

Yellow = R-1
Blue = I-2
Olive = R-1A
Aqua = R-E
Green = A-1
No Color = County

Illustration of Layout of the Proposed Road Extension and CJA facility.



STANDARD & POOR'S 500
 1000 MARKET STREET
 NEW YORK, NY 10021
 212-512-2000



FRONT ROYAL WARREN COUNTY ECONOMIC

FRONT ROYAL WARREN CO.
DEVELOPMENT AUTHORITY
FRONT ROYAL, VIRGINIA

[illegible]

SITE PLAN

**AERIAL MAP
(Bing Maps)**



ADDITIONAL INFORMATION:

Background

The Industrial Development Authority, going by the name of the Economic Development Authority, is proposing to construct a regional law enforcement training academy facility, referred to as a criminal justice academy, or more specifically, the Skyline Regional Criminal Justice Academy. Below is an article from the Northern Virginia Daily newspaper about the project.

"State board approves new criminal justice academy."

The Warren County Sheriff's Office reported on Friday that the state's Criminal Justice Services Board has approved the new Skyline Regional Criminal Justice Academy.

The academy will consist of 14 law enforcement agencies with 731 officers, including those in Clarke, Frederick and Warren counties and the City of Winchester. Many of those agencies have been part of the Middletown satellite facility of the Rappahannock Regional Criminal Justice Academy since 1999.

Warren County Sheriff Daniel T. McEathron said he met with the Virginia Department of Criminal Justice Services' board in Richmond on Thursday and heard comments about the proposed academy. Since he had already submitted documents about the academy, he said the board had few questions.

"We got a lot of good feedback," he said. "They were very receptive and welcomed us as the 11th regional academy in the

Commonwealth.”

McEathron said that 2015 reports listed Rappahannock as the largest regional academy in Virginia with more than 2,800 members. The same report lists that two academies had under 1,000 members: Piedmont Regional Criminal Justice Training Academy had just over 730 members and New River Criminal Justice Training Academy had just over 700 members.

Like the other regional criminal justice academies, McEathron said the new Skyline academy will receive state funding in accordance with its number of members. He said establishment of the Skyline academy will have no fiscal impact on the Rappahannock academy. The Skyline academy will have its own director, board and committees that have yet to be decided on by the member agencies.

“We’re going through some of those decisions now,” he said.

McEathron said member agencies of the new academy will spend the next year establishing its policy, bylaws and other foundations using other academies as blueprints. He said the Skyline academy would begin drawing up its own budget by October in preparation of the start of the 2017-2018 fiscal year – and the formal establishment of the academy – in July.

“We’ve had a great relationship with Rappahannock Regional Criminal Justice Academy, there’s no reason for us to leave any earlier than that,” he said. “We’re going to work another fiscal year with Rappahannock and they’ve been very cooperative in assisting us.”

In early March, the Front Royal-Warren County Economic Development Authority announced that it would be working with a private investor on an \$8 million new training academy building at Happy Creek Technology Park. The academy would be 15,300 square feet with a 14,000 square foot indoor firing range on an 18-acre plot at the end of Progress Drive.

Contact staff writer Rachel Mahoney at 540-465-5137 ext. 164, or rmahoney@nvdaily.com”

Analysis

FRSPU-000066-2016, is a Special Exception requested for the following sections of the Town Code:

- 148-820.H.- A request to extend Progress Drive above the maximum length of 800 feet for dead-end streets.
- 148-820.H.6 – A request for an alternative hammerhead turnaround in lieu of a standard cul-de-sac with a 40-foot radius.
- 148-820.D.6. – A request for the proposed extension of Progress Drive to be thirty (30) feet in width, matching the existing street width, but less than the minimum required street width of 36 feet.
- 148-850.A. – A request to not include street lights, matching the existing street.
- 148-850.D. – A request to not include sidewalks, matching the existing street.

Town Code 148-211, a portion of the Subdivision and Land Development Ordinance, includes the provisions for Special Exception requests. In summary, requests can be considered for four (4) reasons. This includes, 1) Circumstances of hardship or substantial injustice related to the regulations; 2) Projects advancing affordable housing; 3) Projects advancing TND principles; and 4) Projects advancing environmentally friendly design principles. The applicant's submission letter is attached that includes statements of justifications as to why the applicant believes the design standard modifications (special exceptions) are warranted. Based on the applicant's statements, it appears that the applicant is taking the position of #1, for reasons of hardship or substantial injustice. Below is the language of Section 148-211, followed by discussion of each of the applicants five (5) special exception requests, as listed above.

148-211 SPECIAL EXCEPTIONS

A. A special exception to the general regulations of this Chapter may be granted by Town Council, for either of the following circumstances:

1. When strict adherence to the general regulations would result in substantial injustice or hardship; provided that, the special exception would not diminish public health, safety or general welfare, including, but not limited to, consideration that adequate provisions are provided to ensure long-term maintenance of public and shared private facilities, and conformance with the goals and objectives of the Comprehensive Plan.

2. When it is demonstrated that use of alternative regulations for a particular development would better achieve at least one of the goals listed below; provided that, the special exception would not diminish public health, safety or general welfare, including, but not limited to, consideration that adequate provisions are provided to ensure long-term maintenance of public and shared private facilities, and conformance with the goals and objectives of the Comprehensive Plan.

a. Creation of affordable housing.

b. Design emphasis on the principles of traditional neighborhood design, including pedestrian-friendly roads, interconnection of new local streets with existing local streets, connectivity of pedestrian networks, and mixed-use neighborhoods.

c. Conservation or use of on-site natural features to protect water quality or open spaces.

B. Any request for an exception, shall be submitted to the Director, and shall include a signed and completed application form, any application fees, and any supporting documentation submitted by the applicant.

C. Prior to approval or denial of any request for an exception, the Planning Commission shall hold a public hearing, in accordance with Virginia Code § 15.2-2204, to review and provide recommendations to Town Council.

D. Prior to approval or denial of any exception to the design standards of this Chapter, Town Council shall hold a public hearing, in accordance with Virginia Code § 15.2-2204.

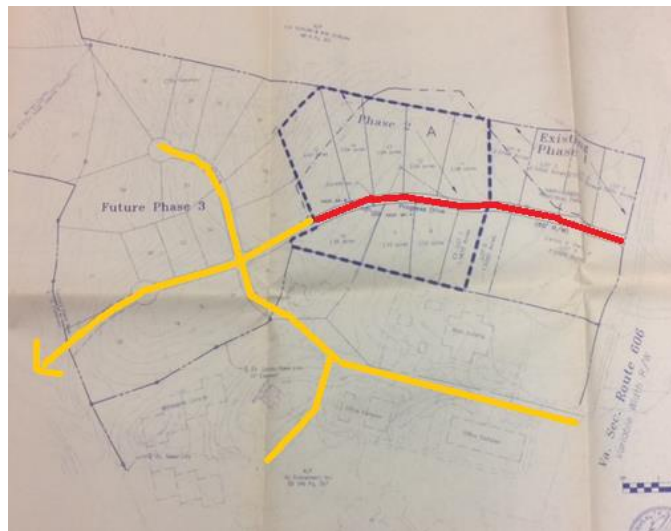
E. Town Council may impose such conditions or restrictions upon the premises benefited by an exception as may be necessary to comply with intent of this Chapter and to protect the public interest, safety and/or general welfare.

148-820.H.
Cul-de-sac
length

- (1) The applicant takes the position that Progress Drive needs to be extended beyond its current length (approximately 2000 feet) so that it can be ultimately intersected with another street and no longer be a dead-end street. The applicant also contends that not allowing the street to extend would be a hardship for the undeveloped land by preventing adequate access for future development.

Planning & Zoning Comments:

For background information purposes, in 1995, Progress drive was approved by the Town for an extension from its original design. This extension included a layout plan that showed a future connection through the HLI property, and a design that illustrated a future connection with the adjoining property to the west. Below is an illustration that shows Phase 1 and Phase 2 of Progress Drive in red. The orange lines represent the future road layout depicted on the plan for phase 2. Notice that a future road was shown through the HLI property to the south that would provide a second access point into the development area. The applicant contends that this road is not possible now due to the lack of right-of-way through the HLI property; and proposes the extension of the road through the EDA's property to the South that is presently planned to abut the planned East/West Connector Road.



Staff recommends that the applicant provide the Town with a deeded reserved right-of-way through the EDA's property to ensure that the roadway can be extended in the future. Such reserved right-of-way would need to apply to the ultimate location of the planned East-West Connector Road, or other public street approved by the Town. Staff also recommends that a deed restriction be placed on the EDA's property to require future development to extend the roadway to its ultimate intersection point with the planned East-West Connector Road, or other public street approved by the Town.

148-820.H.6
Hammerhead
turnaround

(2) The applicant proposes a hammerhead turnaround design to VDOT specifications in lieu of a standard cul-de-sac turnaround/temporary cul-de-sac turnaround. The applicant contends that the justification for this is to match the planned street design to allow for future extension without demolition of a cul-de-sac.

Planning & Zoning Comments:

Emergency Services (Warren County Fire Marshall) was consulted with and does not have any objections to the hammerhead turnaround design that is proposed.

The Town's Standards and Specifications includes a hammerhead turnaround detail that matches VDOT standards. However, such turnarounds are only recommended for low traffic residential streets. Given that there will be non-residential vehicular traffic, including large trucks, staff is of the opinion that the turnaround should be kept as a standard cul-de-sac, or temporary cul-de sac, turnaround. Furthermore, given the proposed entrance of the criminal justice academy, the turning around in a hammerhead would be a possible safety risk with oncoming traffic from the criminal justice academy.

Alternatively, a roundabout is a viable consideration as well and does not require reconstruction at a later date when the road is constructed.

148-820.D.6
Street width

(3) The applicant proposes to extend Progress Drive at its current street width of 30 feet. This is less than the minimum street width of 36 feet or 40 feet based on the vehicle trips of the street.

Planning & Zoning Comments:

With no street parking, Staff does not object to the extension of Progress Drive to match the existing street design. However, with a hammerhead design the hammerhead stubs should be designed to be 40 feet in width, so that the future road extensions will meet minimum Town Standards.

148-850.A&D
Street lights
and
sidewalks

(4&5) The applicant proposes to extend Progress Drive without street lights or sidewalks to match the current street design.

Planning & Zoning Comments:

Staff recommends sidewalks and street lights.

Review Process

This Special Exception application is the first step towards review of the criminal justice academy. Below is a general and summarized flow-list of the approval process, pursuant to the Town Code, for the proposed criminal justice academy, from top to bottom.

Special Exception Requests

[Planning Commission (2/15/17) and Town Council (TBD)]



Preliminary Plan for subdivision/street extension

[Planning Commission (2/15/17)]



Subdivision Plan, Final Plats and Bonding for subdivision/street extension (Planning Commission (TBD) and Town Council (TBD))



Site Development Plan for Criminal Justice Academy

[Planning Commission (Conditional review scheduled for 3/15/17 Planning Commission Meeting)]



Zoning Permits and other agency permits (building, right-of-way permits, stormwater, erosion and sediment control).

Conclusion

In summation, this application includes consideration of five (5) special exception requests, as elaborated on above, and listed below.

1. 148-820.H.- A request to extend Progress Drive above the maximum length of 800 feet for dead-end streets.
2. 148-820.H.6 – A request for an alternative hammerhead turnaround in lieu of a standard cul-de-sac with a 40-foot radius.
3. 148-820.D.6. – A request for the proposed extension of Progress Drive to be thirty (30) feet in width, matching the existing street width, but less than the minimum required street width of 36 feet.
4. 148-850.A. – A request to not include street lights, matching the existing street.
5. 148-850.D. – A request to not include sidewalks, matching the existing street.

On February 15th, the Planning Commission recommended conditional approval of special exceptions 1-3. The condition, as agreed upon at the meeting by the applicant, was that a right-of-way reservation be provided through the property to the south to allow the Town the ability to extend the road in the future if such extension is made a public project by the Town. In addition, the applicant would add a deed restriction to the property that would require future development of it to include extension of the road by the new development. The Planning Commission did not recommend approval of special exceptions 4 and 5, sidewalks and street lights.

January 25, 2017

Mr. Jeremy Camp
Director of Planning and Zoning
Town of Front Royal, Virginia
Town Hall
102 Ease Main Street
Front Royal, Virginia 22630

**RE: Happy Creek Industrial Park Subdivision; Skyline Criminal Justice Academy
Special Exception of the Subdivision Ordinance for the extension of Progress Drive**

Dear Jeremy:

Please accept this letter as a formal request for a Special Exception to the Subdivision Ordinance for the Skyline Criminal Justice Academy project in the Happy Creek Industrial Park. On behalf of the land owner of Tax Map #20A 221 – 1B, the Industrial Development Authority of Front Royal and County of Warren, we specifically request exceptions to Section 148-820 Street Design for the extension of existing Progress Drive to the proposed facility. The proposed extension of Progress Drive requires the Town Council approval for three exceptions to the Subdivision Ordinance: 1) *Section 148-820 H. Cul-de-sac and Dead-end Street. 4. Any dead-end street intended for access to an adjoining property or created as a result offstage development shall be provided with a temporary all weather turnaround within the subdivision. Such dead-end streets shall not exceed eight hundred (800) feet in length from the centerline of the nearest road intersection;* 2) *Section 148-820 H. Cul-de-sac and Dead-end Street. 6. All dead-end and cul-de-sac streets shall be provided at the closed end with a turnaround whose minimum radius shall be forty (40) feet;* 3) *Section 148-820 D. Construction of Public Streets and Alleys. 6. The minimum design standards of the following table shall be required for all Local Streets, Collector Streets, and Alleys;* 4) *Section 148-850 A. Streetlights;* and 5) *Section 148-850 D. Sidewalks.* More detailed description of the requested exceptions and their justification is outlined below.

- 1) *Section 148-820 H. Cul-de-sac and Dead-end Street. 4. Any dead-end street intended for access to an adjoining property or created as a result offstage development shall be provided with a temporary all weather turnaround within the subdivision. Such dead-end streets shall not exceed eight hundred (800) feet in length from the centerline of the nearest road intersection.* The Happy Creek Industrial Park – Phase 2 construction plans, prepared by G.W. Clifford & Associates in June of 1995, extended Progress Drive to its current length of over 2,000 linear feet. This existing dead end street is over 1,200 linear feet beyond the maximum allowable length of 800 linear feet. The future extension of Phase 3 of the development was planned for approximately another 1,300 linear feet of Progress Drive. In Phase 3 of the Progress Drive, construction of an intersection was planned for a roadway providing an inter-parcel connection to the property to the south (TM # 20A 221 – 2A1). The proposed development plans submitted concurrently with this request provide for this same intersection and the inter-parcel connection, but approximately 150' closer than previously planned to the centerline intersection of Progress Drive and Route 606. The proposed extension and development plans re-establish the inter-parcel connectivity that was lost when the development plans in the HLI tract to the south did not materialize and the construction of Progress Drive ceased prior to reaching a

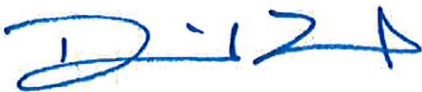
planned intersection. Consequently, not allowing the construction of the last segment of Progress Drive to the proposed intersection would cause a hardship resulting in the loss of access to the remainder of the industrial park and this site for future development. It is our opinion that the proposed development plans and this request are in accordance with previously approved plans and achieve the intended intersection for inter-parcel connectivity. The current plans are justified in allowing Progress Drive to be extended beyond the 800' maximum length for a dead-end street since this development plan re-establishes a north-south transportation corridor and the ability for future development to connect to Progress Drive.

- 2) *Section 148-820 H. Cul-de-sac and Dead-end Street. 6. All dead-end and cul-de-sac streets shall be provided at the closed end with a turnaround whose minimum radius shall be forty (40) feet.* The proposed hammerhead turnaround provided within the construction of the future roadway intersection, fully accommodates fire apparatus turnaround. The proposed dead-end configuration exceeds the minimum dimensions of a 120' hammerhead turnaround. Per *Section 148-820 A. General Standards 2.b. Streets that are designed for continuation to adjoining properties shall be designed and constructed to the property line with a temporary cul-de-sac turnaround, or other temporary turnaround approved by the Town.* This alternate turn-around option was presented to the Fire Marshall and was well received. With no objections to the proposal from the Fire Marshal, it is our opinion that justification for approval of this alternative turnaround resides in that this provides for the best entrance configuration for the proposed Skyline Criminal Justice Academy facility, fully constructs the future intersection pavement section to the curb returns, and avoids an unnecessary stage of temporary turnaround removal and construction of the intersection curb returns proposed with the current applications.
- 3, 4 & 5) *Section 148-820 D. Construction of Public Streets and Alleys. 6; Section 148-850 A. Streetlights; and Section 148-850 D. Sidewalks.* These sections of the Town Code require the construction of streetlights and sidewalks along public streets, and the minimum design standards required for all Local Streets, Collector Streets, and Alleys as found in the table of Section 148-820D.6. As with item 1) above, The Happy Creek Industrial Park – Phase 2 construction plans, prepared by G.W. Clifford & Associates in June of 1995, extended Progress Drive approximately 2,000 linear feet to its current terminus using an approved roadway section with a width of 30 feet and no sidewalks. In addition, in the 1990's the Town of Front Royal waived the requirement for streetlights by a Subdivision Variance for Progress Drive. The ordinance requires local streets to have a pavement width of 36 feet, streetlights, and sidewalks on both sides. To construct sidewalks, streetlights and a wider pavement section for the final segment of Progress Drive would place an undue burden on the final lot needing access to Progress Drive that the previous 15 lots were not required to construct. In addition, isolated sidewalks would not connect to any other walkways, and the pavement transitions would diminish even further the effectiveness of achieving the wider pavement width just prior to a stop condition. It is our opinion that it is justified that the existing 30-foot pavement section be continued for the final 500 feet to the proposed hammerhead turnaround and future inter-parcel roadway intersection. This waiver request does not apply to the future roadway intersecting with Progress Drive. It is proposed that the future inter-parcel roadway be designed in accordance with the current roadway design criteria as required by the Town Code at the time of its construction.

The 500-foot extension of Progress Drive as proposed, with the approval of the requested Special Exception of the Subdivision Ordinance, results in extending the existing roadway to the planned intersection of a future inter-parcel connector roadway. The width of Progress Drive would remain consistent with its existing 2,000

linear feet and the emergency vehicle turnaround would be provided for through the construction of the future intersection of Progress Drive and an un-named inter-parcel connecting roadway. The future inter-parcel connecting roadway would be subject to the current street design and street improvement standards of the Town Code. We believe that the special exceptions to Section 148-820 Street Design and Section 148-850 Street Improvements of the Town of Front Royal Subdivision Ordinance that we have requested are justified for the reasons stated above and are consistent with both the previously approved plans and the future transportation plans of the Town of Front Royal. Accordingly, we respectfully request consideration and approval of the requested Special Exception Application. Should you have any questions, please feel free to contact me at (540) 771-2087.

Sincerely,
PENNONI ASSOCIATES INC.



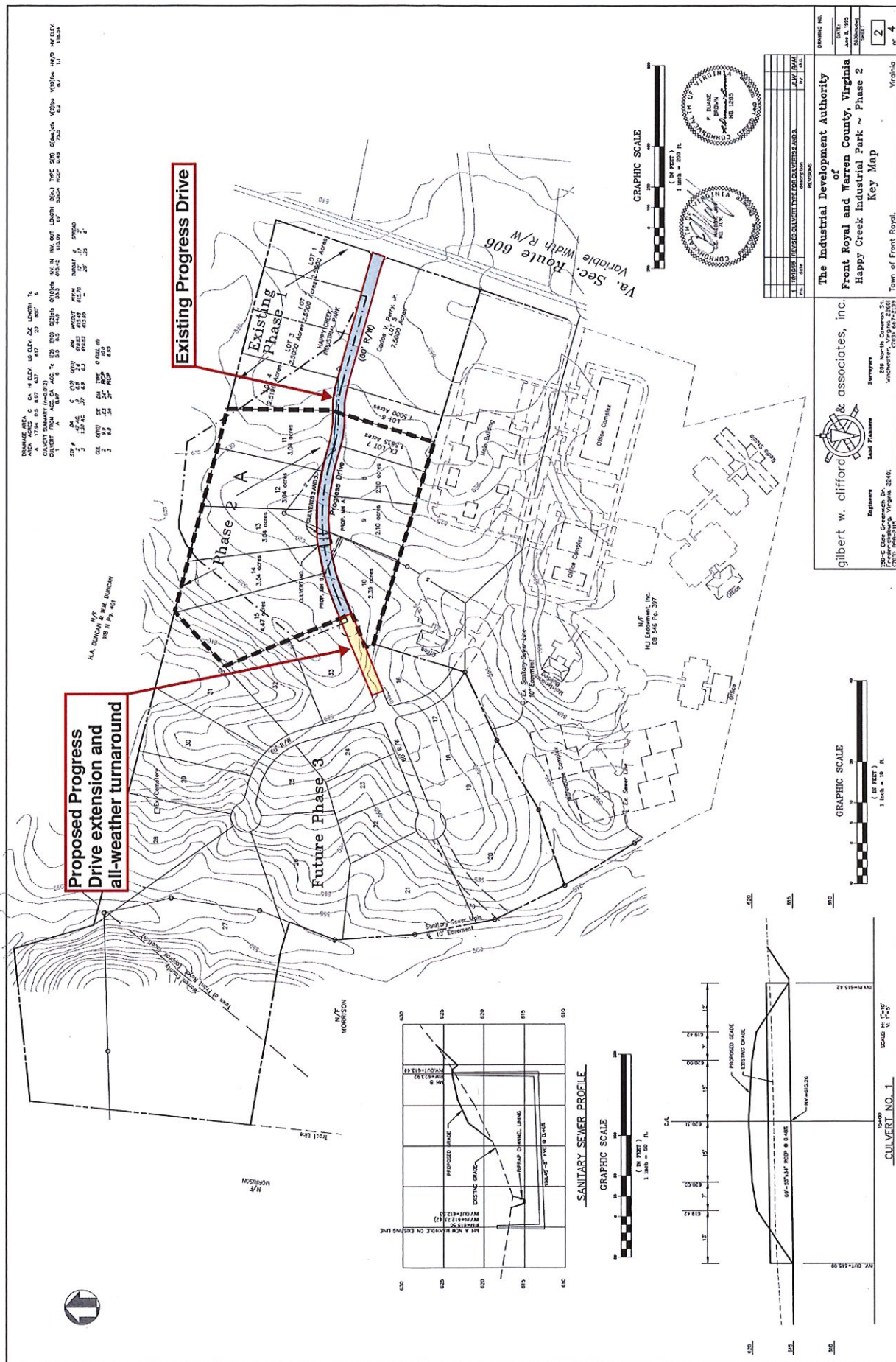
David L. Frank, PLA

Attachments:

- Attachment 1: Happy Creek Industrial Park – Phase 2; sheet 2 of 4
- Attachment 2: Skyline Criminal Justice academy; sheet C4 Overall Site Plan
- Attachment 3: Happy Creek Industrial Park – Phase 2; sheet 3 of 4

Cc: Jennifer McDonald, Executive Director - Front Royal – Warren County Economic Development Authority

[illegible]



FRSPU 66-2016

SPECIAL EXCEPTION APPLICATION

TOWN OF FRONT ROYAL ~102 East Main Street, Front Royal, Va. 22630 ~ Main: 540-635-4236 ~ Fax: 540-631-2727

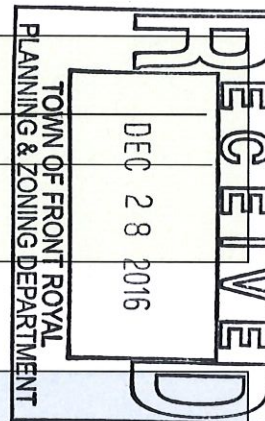
APPLICANT

PROPERTY OWNER (if different)

APPLICANT'S NAME: Pennoni Associates Inc.	PROPERTY OWNER'S NAME: Warren County EDA
ADDRESS: 117 E. Piccadilly Street, Suite 200 Winchester, Virginia 22601	OWNER'S ADDRESS: P.O. Box 445 Front Royal, Virginia 22630
PHONE NUMBER: (540) 667-2139	PHONE NUMBER: (540) 635-2182
EMAIL: dfrank@pennoni.com	EMAIL: mcdonald@wceda.com

SECTION A - Property Information

Tax Map No. <u>TM #20A221-1B</u>	Zoning District: <u>R-1</u>
Site Address: <u>New construction</u>	
☐ Entrance Corridor ☐ Historic District ☐ Floodplain	



SECTION B - Details of Request

Project Name. <u>Skyline Criminal Justice Academy - Happy Creek Industrial Park</u>
Special Exception Code Section(s): <u>Sections: 148-820.H.4; 148-820.H.6; & 148-820.D.6.</u>
General Describe of the request (please attached supporting information, such as plats, plans, details, etc.): <u>This request is for the extension of existing Progress Drive for the Skyline Criminal Justice Academy</u> <u>consistent with previously approved plans. A detailed letter outlining this request and supporting documents</u> <u>are attached to the application.</u>

SIGNATURE OF APPLICANT: [Signature]

Date: 12/16/2016

PRINT NAME OF APPLICANT: David Frank

SIGNATURE OF PROPERTY OWNER: [Signature]

Date: 12-28-2016

PRINT NAME OF PROPERTY OWNER: Jennifer McDonald

By the submission of this application, permission is hereby granted to Town Officials and employees to enter upon the subject property during reasonable hours for purposes related to the review of this application. The Applicant will be the designated contact person for this permit application. (APPLICATION FEE: \$250.00)

9



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

Page 1
Item No. 9

Meeting Date: April 24, 2017

Agenda Item: COUNCIL APPROVAL – Budget Amendment Byrne Justice Assistance Grant – Police Department

Summary: Council is requested to consider approval of a Budget Amendment in the amount of \$2,747.00 from the Department of Criminal Justice Services Byrne Justice Assistance Grant Program (JAG) with the required local match of \$992.00 for a total award of \$3,739.00 to be used to upgrade cell phone forensics in criminal investigations (XRY Cloud Software and Camera)

Budget/Funding: 1000 – 3310010 – General Fund Grant Proceeds
3103 - 47001 - Police Investigations Machinery & Equipment

Attachments: Statement of Grant Award and Memorandum from Captain Ryman

Meetings: None

Staff Recommendation: Approval ✓ Denial _____

Proposed Motion: I move that Council approve a Budget Amendment in the amount of \$2,747.00 from the Department of Criminal Justice Services Byrne Justice Assistance Grant Program (JAG) with the required local match of \$992.00 for a total award of \$3,739.00 to be used to upgrade cell phone forensics in criminal investigations (XRY Cloud Software and Camera).

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



TOWN OF FRONT ROYAL

POLICE DEPARTMENT
23 E. JACKSON STREET
FRONT ROYAL, VIRGINIA 22630-1560

Norman A. Shiflett

Chief of Police
(540) 635-2111
(540) 635-6160 (Fax)

Date: April 17, 2017
To: Joe Waltz; Interim Town Manager
From: Capt. J. A. Ryman 
Subject: Byrne Justice Assistance Grant (BJAG)

The police department requests permission to use this round of the BJAG to upgrade its effectiveness utilizing cell phone forensics in criminal investigations. The department's criminal unit currently utilizes hardware and software to extract information from cell phones in furtherance of investigations and pursuant to valid consent or search warrants. Recently, with the movement to cloud-based digital storage, the investigations have been hampered by not being able to access the cloud storage location. Numerous items of investigative interest are no longer stored on the device itself, which is requiring us to upgrade our current equipment in order to access this information. In addition, recent court decisions have also forced our evidential procedures to include not only the physical information, but if available to retrieve photographs of the actual texts used that are pertinent to the investigation. The cost break-down is as follows:

XRY Cloud Software: \$2,495.00

XRY Camera: \$249.00

Total: \$2,744.00 (Grant amount= \$2,747.00)

XRY Cloud Yearly Maintenance Fee: \$995.00

Grand Total= \$3,739.00
-\$2,747.00 (Grant Amount)

Total matching funds for project= \$992.00

The matching funds for this project can be pulled from the police equipment line-item within investigations (3103-45409).

Through implementing this project using the BJAG, the town incurs a very minor cost while substantially enhancing its ability in the area of digital forensic evidence recovery. In addition, the requested maintenance fee would eliminate a current "Katana" maintenance fee of \$800 per-year, thereby increasing our overall costs to maintain and operate the whole system by only \$195.00 per-year.



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Francine C. Ecker
Director

March 27, 2017

1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
TDD (804) 786-8732

Mr. Steven Burke
Town Manager
Town of Front Royal
P. O. Box 1560
Front Royal, VA 22630

Title: Byrne Justice Assistance Grant, 17-S1037LO16

Dear Mr. Burke:

The Byrne Justice Assistance Grant Program (JAG) makes federal funds available to localities to help support their efforts to reduce crime and improve public safety. The Department of Criminal Justice Services has been designated to administer a portion of the JAG funds reserved for Virginia and to make those funds available to local units of government. I am pleased to advise you that we are awarding your locality \$2,747.00 in federal funds. With the required local cash matching funds of \$305.00, your total award is \$3,052.00.

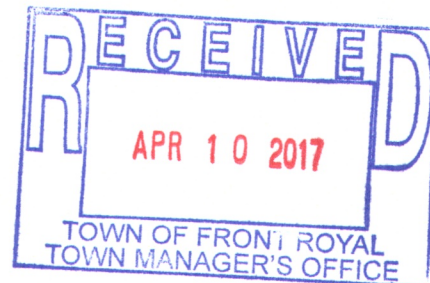
Enclosed you will find a **Statement of Grant Award and a Statement of Grant Award Special Conditions**. To indicate your acceptance of the award and conditions, please complete and sign the award acceptance and return it to Janice Waddy, General Administration Manager II, Office of Grants Management, at the Department of Criminal Justice Services (DCJS). Please review the conditions carefully; as they include specific requirements about how the grant funds must be managed once you receive them. We are required to provide the entire federal portion of your award in one distribution. Please refer to the enclosed "Post Award Instructions and Reporting Requirements" for details on how to request funds using our online Grants Management Information System (GMIS). **All financial reports and request for funds must be submitted through GMIS.**

In order to complete the award acceptance, you must also provide information on how your locality will use the awarded federal funds. Instructions are attached.

We appreciate your interest in this grant program and will be happy to assist you in any way we can to assure your project's success. If you have any questions, please contact Shellie Evers at (804) 678-8993 or by email at shellie.evers@dcjs.virginia.gov.

Sincerely,

Francine C. Ecker
Director



Enclosures

cc: Chief Norman Shiflett, Chief of Police
Mr. B. J. Wilson, Finance Director
Ms. Shellie Evers, DCJS Monitor

Department of Criminal Justice Services

1100 Bank Street, 12th Floor, Richmond, VA 23219

Byrne Justice Assistance Grant Statement of Award/Acceptance

Subgrantee: Town of Front Royal	Date: March 27, 2017 Grant No: 17-S1037LO16	Grant Period: April 1, 2017– December 31, 2017
Project Director	Project Administrator	Finance Officer
Chief Norman Shiflett Chief of Police Front Royal Police Department 23 East Jackson Street Front Royal, VA 22630 Phone No: (540) 635-2111	Mr. Steven Burke Town Manager Town of Front Royal P. O. Box 1560 Front Royal, VA 22630 Phone No: (540) 636-7475	Mr. B. J. Wilson Finance Director Town of Front Royal P. O. Box 1560 Front Royal, VA 22630 Phone No: (540) 635-7799
TOTAL PROJECT	Federal \$2,747	Subgrantee Cash Match \$ 305
	TOTAL \$3,052	

This grant is subject to all rules, regulations, and special conditions included in this award.



Francine C. Ecker, Director

Please provide the information requested below. See attached instructions for completing the award acceptance. Enter the amount of Federal funds you plan to spend in each category below. The total of Federal funds entered must equal the total of Federal funds awarded in this grant. Please round to the nearest dollar.

Purpose Areas	Federal Amount	Category
1. Law Enforcement		
a. Hiring	\$	# Current Officers _____
b. Overtime	\$	# Officers to Hire _____
c. Equipment:		# Current Support Personnel _____
(1) Traditional Law Enforcement Equipment	\$	# Support Personnel to Hire _____
(2) Information Technology	\$	Sworn ☐ Civilian ☐
2. Prosecution & Courts	\$	
3. Prevention & Education	\$	
4. Corrections & Community Corrections	\$	
5. Drug Treatment	\$	
6. Planning, Education & Technology Improvement	\$	

The undersigned, having received the Statement of Grant Award/Acceptance and the Conditions attached thereto, does hereby accept this grant and agree to the conditions pertaining thereto, this _____ day of _____, 20____.

Signature of Project Administrator: _____ Title: _____

STATEMENT OF GRANT AWARD SPECIAL CONDITIONS

Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia 23219

Byrne Justice Assistance Grant Program

Grantee: Front Royal Town

Grant Number: 17-S1037LO16

Federal Catalog No.: 16.738

Title: Local L. E. Block Grant

Date: March 27, 2017

The following conditions are attached to and made a part of this grant award:

1. By signing the Statement of Grant Award/Acceptance, the grant recipient agrees:
 - to use the grant funds to carry out the activities subgrantee establishes in the Statement of Grant Award/Acceptance, as modified by the terms and conditions attached to this award or by subsequent amendments approved by DCJS;
 - to adhere to the approved budget contained in this award and amendments made to it in accord with these terms and conditions;
 - and, to comply with all terms, conditions and assurances attached to this award.
2. The subgrantee agrees to submit such reports as requested by DCJS.
3. By accepting this grant, the recipient assures that funds made available through it will not be used to replace state or local funds that would, in the absence of this grant, be made available for the same purposes.
4. By accepting this grant, the recipient assures that a trust fund will be established in which to deposit grant funds. Any interest gained from the trust fund may be used to add to the Federal award amount. Any interest earned must be spent within the grant period, and on eligible program activities.
5. If these requirements can be met within the recipient's current financial management system, there is no need to establish a separate account.
6. Grant funds are not to be used to purchase, lease, rent, or acquire tanks or armored vehicles, fixed-wing aircraft, limousines, real estate, yachts, consultants, or any vehicle not used primarily for law enforcement.
7. The subgrantee agrees to forward a copy to the DCJS of the scheduled audit of this grant award.
8. All purchases for goods and services must comply with the Virginia Public Procurement Act. Procurement transactions, whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. An exemption to this regulation requires the prior approval of the DCJS and is only given in unusual circumstances. Any request for exemption must be submitted in writing to the DCJS.
9. **PROJECT INCOME:** Any funds generated as a direct result of DCJS grant funded projects are deemed project income. Project income must be reported on forms provided by DCJS. The following are examples of project income: Service fees; Client fees; Usage or Rental fees; sales of materials; income received from sale of seized and forfeited assets (cash, personal or real property included).
10. The subgrantee agrees that it and all its contractors will comply with the following federal civil rights laws as applicable:
 - Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in the delivery of services (42 U.S.C. § 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
 - The Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. § 3789d(c)(1)), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;

Statement of Grant Award Special Conditions (Continued)

Grant No: 17-S1037LO16

- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. § 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
 - Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. § 12132), and the DOJ implementing regulations at 28 C.F.R. Part 35;
 - Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities (20 U.S.C. § 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54;
 - The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. § 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I; and
 - The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit discrimination on the basis of religion in the delivery of services and prohibit organizations from using DOJ funding for inherently religious activities (28 C.F.R. Part 38).
 - The Juvenile Justice and Delinquency Prevention Act of 1974, as amended, which prohibits discrimination in both employment and the delivery of services or benefits based on race, color, national origin, religion, and sex in JJDPF-funded programs or activities (42 U.S.C. § 5672(b)).
 - Section 1407 of the Victims of Crime Act (VOCA), as amended, which prohibits discrimination in both employment and the delivery of services or benefits on the basis of race, color, national origin, religion, sex, and disability in VOCA-funded programs or activities. (42 U.S.C. § 10604).
11. The subgrantee agrees that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
12. By accepting the accompanying grant award, you are agreeing to submit financial reports during the grant period, as well as a final report to close out the grant. **Financial reports are due no later than the close of business on the 12th working day after the end of the quarter.**
13. Grant funds, including match, must be expended and/or obligated during the grant period. All legal obligations must be liquidated no later than 90 days after the end of the grant period. The grant recipient agrees to supply a final grant financial report and return all unexpended grant funds to DCJS within 90 days of the end of the grant period.
- 14. No extensions of the grant period for this award will be permitted.**
15. Prior to DCJS disbursing funds, the Grantee must comply with the following special conditions:
- a) Submit a budget narrative outlining all expenditures.



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Francine C. Ecker
Director

1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
TDD (804) 786-8732

NOTICE

To: Grants Project Administrator

From: Janice Waddy, DCJS Grants Administrator

Re: Post Award Instructions and Reporting Requirements
PLEASE READ VERY CAREFULLY

☐ **GRANT AWARD AND SPECIAL CONDITIONS:**

Please review your Award and Special Conditions very carefully. *Pay attention to the last Special Condition listed. This Special Condition may require additional documentation from you before grant funds can be released.* Sign and date the grant award acceptance and submit any Special Condition documentation to:

Office of Grants Management
Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia 23219

☐ **REPORTING REQUIREMENTS**

By accepting the accompanying grant award, you are agreeing to submit on-line quarterly financial reports for this grant throughout the grant period, as well as final reports to close the grant. **No eligible current recipient of funding will be considered for continuation funding if any of the required Financial reports for the current grant are more than thirty (30) days overdue.** For good cause, submitted in writing by the grant recipient, DCJS may waive this provision.

Financial reports are due no later than the close of business on the 12th working day after the end of the quarter. Reports are required even if no expenditures have occurred during the quarter. ***Requests for Funds will not be honored from grant recipients who do not fulfill this reporting obligation.*** A schedule of due dates is attached for your reference. Please retain copies of the schedule for future use and reference.

☐ **FINANCIAL REPORTS**

Refer to our website for submitting financial reports through our online Grants Management Information System (GMIS). In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by your Finance Officer, whose name and contact information is listed on the attached Grant Statement of Award/Acceptance. The address is: <http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4>.

Paper copies of the Financial Reports are no longer accepted. You are required to use the online system in reporting your expenditures.

☐ **REQUESTING GRANT FUNDS**

Refer to our website for requesting funds through our online Grants Management Information System (GMIS). In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by your Finance Officer, whose name and contact information is listed on the attached Grant Statement of Award/Acceptance. *Please note you can access this system using the same password assigned for the online financial reporting system. The address is: <http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4>.

You are required to use the online system for requesting fund. Paper copies of the Request for Funds are no longer accepted.

If you have any questions, please contact Beverly Johnson at (804) 786-9055 or by e-mail at beverly.johnson@dcjs.virginia.gov.

**PROJECTED DUE DATES
FINANCIAL REPORTS**

*Reports are due by the 12th working day following the close of the quarter covered in the report.
Financial reports are required even if no expenditures have occurred.*

<i>QUARTER ENDING</i>	<i>DUE DATE</i>
6/30/2017	7/19/2017
9/30/2017	10/18/2017
12/31/2017	1/19/2018
3/31/2018	4/17/2018

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

Page 1
Item No. 10

Meeting Date: April 24, 2017

Agenda Item: COUNCIL APPROVAL – Budget Amendment for Sewer User Surcharge

Summary: An industrial user of the Town of Front Royal's waste water has submitted five monthly discharge reports revealing their waste stream exceeded their industrial user permit. In accordance with the Town Code (134-4) the Town will collect a surcharge totaling \$8,300 to offset expenses incurred. Council is requested to approve a budget amendment in the amount of \$8,300 to increase revenue for the surcharge money to be received and increase associated expense.

Budget/Funding: Revenue \$8,300 - 9801 3410206 – WWTP Reimbursements
Expense \$4,150.00 – 9801 45413 – WWTP Other Operating Supplies
Expense \$4,150.00 – 9802 45413 – Sewer Line Maint Other Operating Supplies

Attachments: None

Meetings: Work Session April 17, 2017

Staff

Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council approve a Budget Amendment in the amount of \$8,300 to increase revenue for the surcharge money and increase associated expense.

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