



TOWN COUNCIL WORK SESSION

TUESDAY, January 16, 2018 @ 6:30pm

Town Hall Council Chambers

1. CLOSED MEETING – Interview for Urban Forestry Advisory Commission (UFAC)

Motion to Go Into Closed Meeting

I move that Town Council go into closed meeting for the following purposes of discussion and consideration of prospective candidates for the Urban Forestry Advisory Council, 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.

TOWN/STAFF RELATED ITEMS

2. Lease renewal with McIlwee Showers, Inc., dba Front Royal's Fussell Florist– *Town Attorney (5 min)*
3. Rescind Ordinance for Policy Statements (180-182) – *Town Manager (10 minutes)*
4. Continued Discussion on Healthcare – *Town Manager (20 minutes)*
5. Continued Discussion on Solid Waste Review – *Director of Public Works (30 minutes)*
6. Revenue Forecasting FY 18-21 – *Director of Finance (30 minutes)*

COUNCIL/MAYOR RELATED ITEMS:

7. Volunteers for the Town Scholarship Committee
8. BZA Recommendation
9. Revise Resolution for Policy re: Voluntary Assessments for Local Improvements – *Vice Mayor Tewalt*
10. Council Discussion/Goals *(time permitting)*

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Work Session Agenda Form

Item # 1

DATE: January 16, 2018

AGENDA ITEM: Closed Meeting – UFAC Interview

SUMMARY: Council is requested to go into closed meeting to interview a candidate for the Urban Forestry Advisory Committee (UFAC). Member to fill an unexpired term expiring December 20, 2021.

The application is attached.

If so desired, Council makes formal appointment at the January 22, 2018 Council Meeting.

BUDGET/FUNDING: None

STAFF RECOMMENDATION: Council takes desired action.

Work Session

CLOSED MEETING

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Work Session Agenda Form

DATE: January 16, 2018

Item # 2

AGENDA ITEM: CONSIDERATION/APPROVAL/DISAPPROVAL of lease renewal with McIlwee Showers, Inc., dba Front Royal's Fussell Florist.

SUMMARY: McIlwee Showers, Inc., dba Front Royal's Fussell Florist, operating from the building located at the corner of Commerce Avenue and East 2nd Street (the Florist), has leased from the Town a parcel owned by the Town adjacent to 2nd Street and the Florist and containing approximately 22 parking spaces (the Premises) and used as a parking area by the Florist due to lack of on-site parking at the premises of the Florist. The Premises has been property otherwise unused by the Town. The consideration of the lease has been \$12.00 per annum. This lease expires on February 23, 2018. The Florist wishes to re-lease the Premises from the Town. Due to legal constraints imposed by the Virginia Constitution, it is not convenient for the lease to be for a period longer than a five (5) year term. Therefore, the Florist would like the lease term to be renewed from February 24, 2018, to February 23, 2023, for a consideration of \$12.00 per annum.

BUDGET/FUNDING: There are no adverse budget or funding constraints imposed upon the Town by this lease.

STAFF RECOMMENDATION: Given that Front Royal's Fussell Florist is a productive Town commercial enterprise, and given that this is property which is not being used by the Town at this time, staff recommends that this lease be renewed.

Work Session

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 9th day of January, 2013, by and between the **TOWN OF FRONT ROYAL, VIRGINIA**, a municipal corporation, hereinafter referred to as the "Town", and **McILWEE SHOWERS, INC.**, a Virginia corporation, hereinafter referred to as the "Lessee".

WITNESSETH:

WHEREAS, the Lessee is the owner/operator of the business known as Front Royal's Fussell Florist operating from the building located at the corner of Commerce Avenue and East 2nd Street in the Town of Front Royal ("Florist"), and,

WHEREAS, the Lessee has previously leased from Town a parcel of land owned by Town adjacent to 2nd Street and the Florist and containing approximately 22 parking spaces ("premises"), and used as a parking area by the Florist due to the lack of on-site parking at Florist, and,

WHEREAS, the Town is desirous of continuing to accommodate Lessee by executing a new lease of the premises for use by Florist.

NOW THEREFORE, in consideration of the sum of **TWELVE AND NO/100 DOLLARS (\$12.00) 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 the premises as more particularly identified in a sketch attached hereto, for

the exclusive use by Florist unless otherwise stated herein. Lessee acknowledges that the sketch is an approximation of the premises without benefit of a survey. Lessee further acknowledges that this Lease is prepared without benefit of a title examination to confirm ownership of the premises by Town, and that Town makes no representation that it is the title holder in fee simple to the entire premises, or that it holds title to the premises free and clear of the rights of third parties.

2. TERM OF LEASE - The term of the Lease is for a period of **FIVE (5) years**, commencing on the **24th day of February, 2013**, and ending on the **23rd day of February, 2018**.

3. PAYMENT OF RENT - Lessee shall pay to Town an annual rental payment of \$12.00. The rental payment shall be paid in advance beginning with the commencement of the Lease, and on an annual basis thereafter on the anniversary date of the Lease for the term of this Lease.

4. TRAFFIC CONTROL - The Lessee shall be solely responsible for enforcing the possessory rights conveyed hereby and for lawfully preventing unauthorized use of the premises. Access for Town and emergency vehicles shall not be impeded by this Lease, and shall be permitted at all times. Lessee shall comply with all applicable provisions of the Code of the Town of Front Royal, Virginia.

5. HOLD HARMLESS - The Lessee hereby agrees to hold the Town harmless from any liability pertaining to its use and/or occupancy of the premises in question, and will include Town as additional insured.

6. USE OF PREMISES – The purpose of this Lease is to provide parking for Florist. The premises will not be put to any other use. The Lessee shall not assign this Lease or sublet the 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 premises.

7. ALTERATIONS OR IMPROVEMENTS - Any alterations, additions, or improvements to the premises shall not be permitted without the written consent of the Town Manager. 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 Manager. All alterations, additions, or improvements to the premises shall be and remain the sole property of the Town of Front Royal.

8. MAINTENANCE - The Lessee 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 any particular purposes.

9. TERMINATION - This Lease may be terminated by either party for any reason thirty (30) days from the date of mailing a written notice of termination to the other party. This Lease will terminate immediately upon the sale of Florist by Lessee or upon any change in use by the Lessee. 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
Front Royal, Virginia 22630
540-635-8007**

**McILWEE SHOWERS, INC.
c/o Betty Showers
Front Royal's Fussell Florist
202 E. 2nd Street
Front Royal, Virginia 22630
540-635-1334**

In the event of termination by the Town of Front Royal prior to the scheduled expiration of the Lease, the Lessee shall be given a reasonable time to remove any personal property left upon the premises. In the event that public necessity requires an immediate recovery of the premises by the Town, and the Lessee is unable to remove its personal property from the premises, the parties shall agree as to reasonable compensation to be paid to the Lessee for any loss.

Except as provided herein, any personal property which remains upon the premises upon termination or expiration of the Lease shall become the sole property of the Town of Front Royal.

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

11. MODIFICATION AND EXTENSIONS - Modification of the terms and conditions of this Lease and extensions or renewals of this Lease Agreement shall not be permitted, unless agreed to in writing and executed with the same formality as this Lease.

GIVEN under our hands this 9th day of January, 2013.

LESSOR:

TOWN OF FRONT ROYAL, VIRGINIA

By: JB

Steven Burke, Town Manager

LESSEE:

McILWEE SHOWERS, INC.

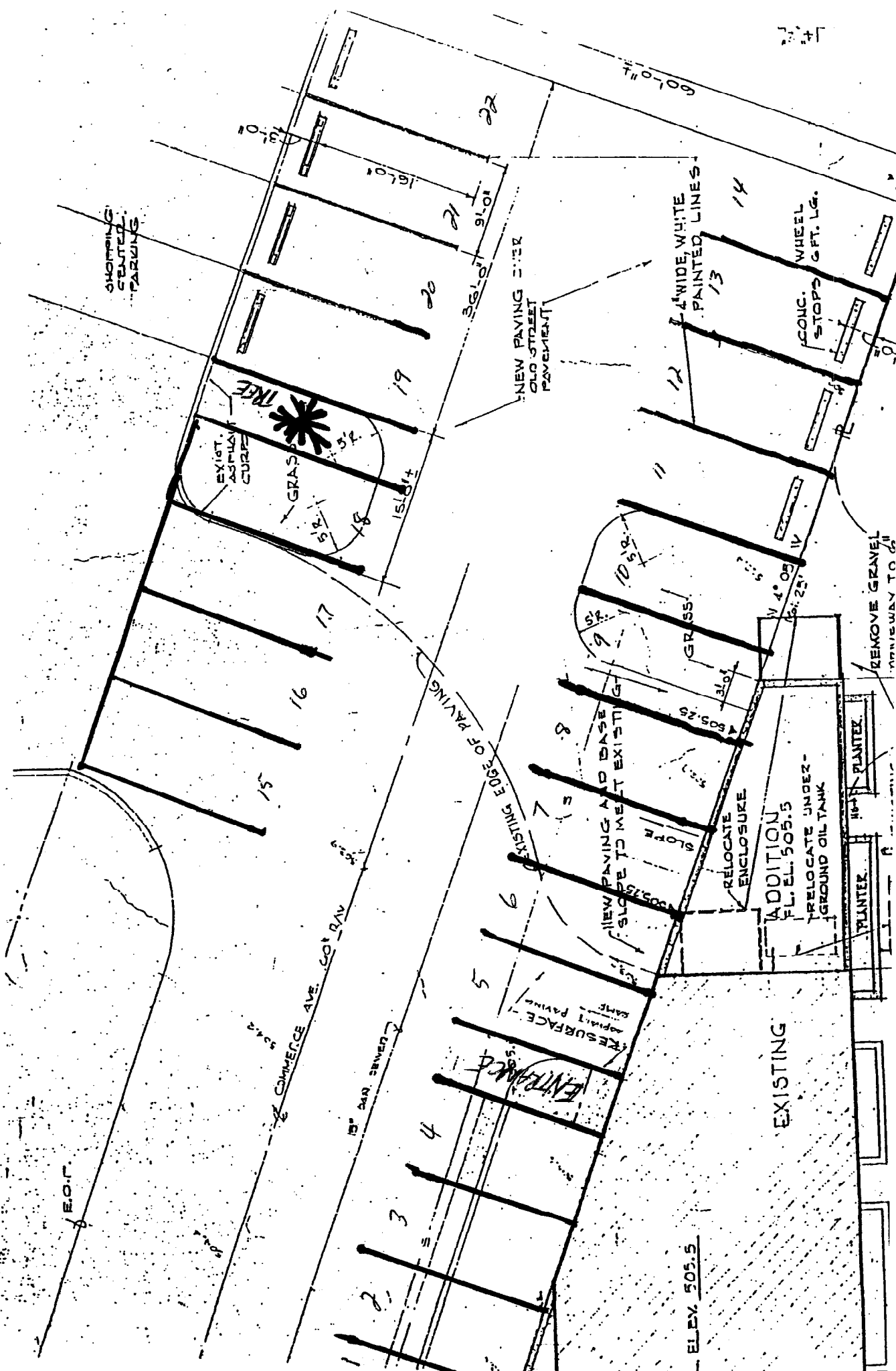
By: Betty Showers

Betty Showers

President
(title)

APPROVED AS TO FORM:

George M. Sonnett, Jr.
George M. Sonnett, Jr.
Asst. Town Attorney



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Work Session Agenda Form

Item # 3

DATE: January 16, 2018

AGENDA ITEM: Rescind Ordinance - Policy Statements (180-182)

SUMMARY: Staff is requesting that Town Code §180-182 POLICY STATEMENTS be removed from the Town Code due to the policies listed are no longer in existence as written.

Electrical Department General Practices – Policies – Procedures was adopted June 28, 1971. In 1971 it focused on utility deposits for service, electrical wiring procedures, temporary electrical service and setting a dusk-to-dawn light all of which are currently written elsewhere in the Town Code.

Procedures for Process Parking Tickets was adopted December 1, 1977. It was written at a time when tickets were written in a ledger and parking meters were installed along our streets. Parking tickets are currently processed in a different way.

Wrecking Service Policy and the Towing Services were adopted June 12, 1978 and April 23, 1979 respectfully to set guidelines. Council recently approved an Ordinance that creates a Joint Towing Board with the County of Warren that considers applications of towing recovery businesses to be added to a towing list that has specific requirements and agreements.

All policies are attached.

If so desired, Council is requested to direct staff to advertise for a public hearing to remove this section from the Town Code.

BUDGET/FUNDING: None

STAFF RECOMMENDATION: Rescind Town Code Section 180-182

Work Session

DRAFT

**ORDINANCE TO RESCIND CHAPTER 180-182 OF THE FRONT ROYAL TOWN
CODE PERTAINING TO POLICY STATEMENTS**

WHEREAS, the Front Royal Municipal Town Code §180-182 POLICY STATEMENTS Electrical Department General Practices – Policies; Procedures for Process Parking Tickets; Wrecking Service Policy and the Towing Services were adopted in the 1970's and are no longer in existence as written; and,

NOW, THEREFORE, BE IT ENACTED by the Town Council of the Town of Front Royal, Virginia that Chapter 180-182 of the Front Royal Code is hereby rescinded:

POLICY STATEMENTS

180-182 POLICY STATEMENTS ~~RESERVED~~

The following policy statements of the Town of Front Royal are available for public inspection at the office of the Town Clerk during regular office hours:

~~_____ Electrical Department General Practices; Policies; Procedures (adopted 6-28-71)~~
~~_____ Procedures for Processing Parking Tickets (adopted 12-1-77)~~
~~_____ Wrecking Service Policy (adopted 6-12-78)~~
~~_____ Towing Services (adopted 4-23-79)~~

This ordinance shall become effective upon passage.

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 on its second reading, conducted _____ 2018, upon the following recorded vote:

Eugene R. Tewalt	Yes/No	Jacob L. Meza	Yes/No
William A. Sealock	Yes/No	Christopher S. Morrison	Yes/No
John P. Connolly	Yes/No	Gary Gillispie	Yes/No

A public hearing on the above was held on _____, 2018, having been advertised in the Northern Virginia Daily on _____, 2018, and _____, 2018. The Ordinance was enacted at the Regular Meeting of the Town Council held _____ 2018, to become effective immediately.

Approved as to form and legality: _____
Douglas W. Napier, Town Attorney

Date: ____/____/____

Councilman Gibson moved, seconded by Councilman Nichols that the above General Practices, Policies, and Procedures for the Electrical Department become effective July 1, 1971.

TOWN OF FRONT ROYAL

ELECTRICAL DEPARTMENT

GENERAL PRACTICES - POLICIES - PROCEDURES

I. POLICY ON DEPOSITS

1. A Utility Deposit of (\$20.00) dollars is required for residential service except for total electric homes and apartments which would require a Thirty-Five Dollar (\$35.00) deposit, from renters only. No utility deposit required if request is made by and for said property owners.
2. A deposit as follows: \$60.00 for restaurants and \$60.00 for other businesses is required for commercial or industrial electrical service if same is not owner of said property. All businesses with all electric the deposit will be \$60.00 if same is not owner of said property.
3. Utility deposits shall not be transferable among individuals but may be transferred from location to location.
4. Charges for utilities shall be billed monthly and shall be payable within thirty days from the reading date. After a person has had a record of paying his utility charges within the required time for twelve consecutive months, the deposit will be refunded upon request.
5. No interest will be paid on utility deposits.
6. Each depositor shall sign a copy of the policy for the Town's records and receive a copy for his records.

II. OTHER GENERAL PRACTICES - POLICIES - PROCEDURES

1. The Town does not do any inside electrical wiring - residential - commercial or industrial.
2. The Town does not wire to meter.
3. The Town furnishes and installs the wire from the pole to the point of attachment on the structure.
4. The Town will set one pole on properties difficult to reach at no extra cost to the customer. If more than one pole is required, the cost of same is charged to customer according to ordinance covering this procedure. Additional cost will be invoiced at cost plus 10% overhead.
5. The Town, owns, furnishes and installs all electric meters. There is no charge to the customer for any electric meters.
6. The Town does not do any checking or testing for short circuits or grounds on customer's premises.
7. The Town does not furnish or install any kind of fuses on customers's premises.
8. The Town does not install electric ranges or water heaters or any appliances for customers, neither free or for a charge.
9. The Town will deduct the cost of overhead service and charge the balance of the cost of underground service installation to the property owner requesting the underground service.
10. A fee of Twelve Dollars and Fifty cents (\$12.50) is charged for connecting

DDC579

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a temporary service for use during construction of buildings.

11. A service charge of Five (\$5.00) dollars will be required to reconnect electric service that has been disconnected due to non-payment of utility account. A Ten (\$10.00) dollar service charge would be required to reconnect service after regular working hours.
12. An additional \$1.00 penalty charge will be required after utility account become delinquent.
13. Seal each meter when service is discontinued - to be witnessed by other meter reader. If person or persons unknown reconnect electric service without the knowledge of the Town Electric Department, the owner of record would be held liable and invoiced for electricity used.
14. A service charge of \$20.00 will be required to set a pole for dusk to dawn light on private property. This pole remains the property of the Town of Front Royal.

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PROCEDURES FOR PROCESSING PARKING TICKETS1. Authority.

These instructions are issued under authority of Section 17-114, Code of Front Royal, Virginia.

2. Purpose.

The purpose of these instructions is to prescribe procedures to be followed by personnel of the Front Royal Police Department in processing parking violations summonses (tickets) after issuance.

3. Recording.

After issuance of a parking ticket, the issuing officer will enter or cause to be entered in a ledger to be maintained in the Police Department, the ticket number, vehicle license number and date of issue. The citizen receiving the ticket may, in person, by mail or by insertion in a street fine box, elect to pay the prescribed fine. The Police Department employee receiving such a fine payment will prepare a serially numbered receipt, enter its number and the date of payment in the parking ticket ledger on the same line as the corresponding parking ticket number and place the receipt book and the cash in the cash box. Each Dispatcher upon starting a duty tour will with the outgoing Dispatcher count the receipts and money in the cash box, enter in the cash ledger the number of completed duplicate receipts on hand and the amount of cash on hand together with the time and date. Upon accumulation of one complete book of duplicate receipts, that book and the corresponding cash will be transported to the Town Finance Officer, a receipt obtained for the cash, that receipt stapled into the duplicate fine receipt book, the fine receipt book filed in numerical sequence with other completed receipt books in the Police Department, and an entry made in the cash ledger showing the date, Finance Officer's receipt number and amount of cash turned in. Ledgers and corresponding receipt books will be maintained on file until released by the auditor.

4. Voiding.

In the event a citizen complains that a parking meter at which he received a ticket was not functioning or was functioning improperly, the meter will be examined by the meter attendant. If the citizen's complaint proves valid, the Chief of Police or his designated representative will void the parking ticket, enter the word "Void - Faulty Meter," the date and the voiding officer's signature in the parking ticket ledger on the appropriate line. All other requests for voiding will be referred to the Town Attorney.

5. Failure to Pay.

If an issued parking ticket has not been paid within 10 days of date of issue, a written notice of intent to obtain a warrant will be mailed to the registered owner of the vehicle by the Police Department. If payment is not then received within 10 additional days, a warrant will then be obtained and served. Entry of such action will be entered in the parking ticket ledger.

Walter M. Duncan

Walter M. Duncan, Town Manager

DATE: *Dec 1, 1977*

Councilman Nichols moved, seconded by Councilman Traister, that Council adopt the following policy for wrecker service operators in order to serve the Police Department:

WRECKING SERVICE POLICY

1. Wrecking service must have a Business License.
2. Wrecking service must have equipment large enough to handle most all wrecked vehicles.
3. Wrecking service must offer 24 hour service seven days a week.
4. Wrecking service must be able to provide the storage space for all wrecked vehicles.
5. That this policy be enforced by the Town Manager or his appointed agent.

Vote: Yes - Unanimous

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SPECIFICATIONS AND QUOTATION FORM
Town of Front Royal
Towing Services

1. Crane and Storage services as directed by (a) The Front Royal Police Department, or (b) any other Department Head, shall be provided at the rate of \$ 15.00, for each towing necessary from a point within the Town to the storage facility of the successful bidder.
2. The Contractor will provide towing for Town Owned Vehicles as follows:
 - a. Cars and small trucks within the Town 1500 Day
\$ 2500 NIGHTS
 - b. Cars and small trucks from surrounding jurisdictions to a point within the Town; or from a point within the Town to a point within a nearby jurisdiction \$ 3000 PER HR
 - c. Large trucks within the Town \$ 4500
 - d. Large trucks from surrounding jurisdictions to a point within the Town; or from a point within the Town to a point within a nearby jurisdiction \$ 4500 PER HR
 - e. Towing of small trucks and cars from surrounding jurisdiction to surrounding jurisdiction \$ 2000 PER HR
 - f. Towing of large trucks from surrounding jurisdiction to surrounding jurisdiction \$ 4500 PER HR
3. The Contractor shall be available for "Stand-By" service during declared severe weather emergencies when called upon by the Police Department at an hourly rate of \$ 310.00 per hour, for wrecker and operator.
4. Emergency and Town-owned services must be available 24 hours a day, 7 days a week. Abandoned and junked vehicles are to be removed during normal working hours (8 A.M. - 6 P.M.) Monday through Friday unless they constitute a traffic hazard or are impeding the flow of traffic, or as may be required by the Police. In the latter instances, they are subject to immediate removal.
5. Provide such equipment of a type, and maintain in proper condition, to handle all crane calls for motor vehicles from points both on and off the roadway.

6. Provide and maintain a suitable protected storage lot for such vehicles as are required to be held according to all applicable State and local regulations. Storage to meet all the requirements of Front Royal Town Ordinance Number _____. (Copy of said Ordinance is attached and is hereby made a part of these specifications.) Bidder shall here provide a complete description of storage facility including area (Sq.Ft.) and security measures.

Secured Garage for 15 Vehicles at one Time
on Tires Brakes approx 41 square Storage area
Secured By Dogs external Light and
Running on Premium

7. Operators of cranes must be sufficiently experienced to properly operate on all types of calls. Bidder shall here provide a complete listing of all equipment he will use to handle the Town's requirements.

1. B 73 MACK 25 TON 4. 30 CHEV 8 TON
 2. C 60 CHEV 16 " 5. 1600 INT 10 " ROLLBACK
 3. 180 INT 14 " 4 WHEEL DRIVE C 60 CHEV 10 " " "

8. Contractor will be required to cooperate with the Police Department in maintaining all necessary records on all vehicles towed, stored, or released.
9. Contractor must have the required liability, fire and theft insurance to cover both crane service and storage of vehicles and any damage to stored vehicles.
10. No vehicles impounded by the Police Department will be released from storage without a written authorization by the Police Department. This will not apply to vehicles towed at the request of the owner and are not impounded. Contractor will be responsible for the collection of monies due for all vehicles towed to his premises.
11. Contractor will, by legal process, dispose of all vehicles impounded by the Police Department which

remain unclaimed, after a period of 90 days. (Contractor shall refer to Ordinance Number _____
The Police Department will cooperate in, but not be responsible for the legal disposition of all unclaimed vehicles held by the Contractor, which have not been impounded.

12. Billing shall be made on a regular monthly basis. Statements must include a copy of each towing order encompassed therein; said tickets or invoices to show the signature of person authorizing tow. In the case of a verbal order to tow an abandoned car, the Contractor shall obtain the name of the party authorizing said tow and shall it as such on the ticket.
13. The period covered by this Contract shall be two years from date of execution of Contract.
14. State the response time which the Town could expect from your company: 15 To 20 Minutes.
15. Secured storage must be provided for impounded vehicles and made available for authorized search procedures.

Since there are several blanks throughout this proposal, bidder must return one entire copy, completely executed, in order to be considered. Another copy is provided for your records.

4-23-79

Date

H. L. Puthendorf

Signature

Clerk

Title

Puthendorf Body Shop
Company

Box 55 East
Address

Front Royal Va

635-4431

Phone

Accepted and approved by Town of Front Royal Town Council on April 23, 1979.

APPROVED: .

William A. Lillard, Jr.
William A. Lillard, Jr., MAYOR

ATTEST:

Vernon T. MacTurk
Vernon T. MacTurk, CLERK

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Work Session Agenda Form

Item # 4

DATE: January 16, 2018

AGENDA ITEM: Continued Discussion on Healthcare

SUMMARY: Staff continues to evaluate options with our healthcare provider, The Local Choice network, to control cost. Staff has developed two options for cost control and savings next year. To achieve these savings and cost controls, we will need to adjust employee contributions along with plan layout. Staff will discuss in further detail at work session.

BUDGET/FUNDING: Determining impact on the FY19 budget for healthcare cost.

STAFF RECOMMENDATION: Town Manager will provide recommendation at work session.

Work Session

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Work Session Agenda Form

Item # 5

DATE: January 16, 2018

AGENDA ITEM: Solid Waste Review

SUMMARY: Follow up discussion of single stream recycling. Discuss pros and cons of outsourcing or keeping Town Provided Refuse Services.

Presentation and information provided at work session.

BUDGET/FUNDING: N/A

STAFF RECOMMENDATION: Staff will be available.

Work Session

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Work Session Agenda Form

Item # 6

DATE: 1/16/18

AGENDA ITEM: REVENUE FORECASTING FY18-21

SUMMARY: Staff will provide council with a presentation showing some historical/projected revenues for the Town and discuss possible budgetary impacts. These revenue forecasts will likely be incorporated into the proposed FY2019 budget.

BUDGET/FUNDING: N/A

STAFF RECOMMENDATION: Review revenue forecast and discuss any questions or concerns with staff.

Work Session

Summary of Revenue Forecast FY18-21

	% of												
	FY18	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Projected	Projected	Projected	Projected
	<u>Budget</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Real Estate Tax	3.4%	\$ 1,465,628	\$ 1,155,805	\$ 1,210,089	\$ 1,219,030	\$ 1,453,565	\$ 1,454,283	\$ 1,514,842	\$ 1,557,900	\$ 1,563,851	\$ 1,575,730	\$ 1,590,938	\$ 1,602,996
Personal Property Tax	0.6%	\$ 400,247	\$ 298,584	\$ 281,910	\$ 276,426	\$ 249,103	\$ 248,066	\$ 232,548	\$ 265,882	\$ 268,386	\$ 273,204	\$ 284,458	\$ 296,307
Auto Decals	0.8%	\$ 174,686	\$ 299,424	\$ 350,500	\$ 354,605	\$ 359,359	\$ 362,923	\$ 368,894	\$ 365,261	\$ 368,261	\$ 371,411	\$ 374,886	\$ 379,536
Personal Property Tax Relief	0.6%	\$ 575,726	\$ 287,000	\$ 287,000	\$ 287,000	\$ 287,000	\$ 287,000	\$ 287,000	\$ 287,000	\$ 287,000	\$ 287,000	\$ 287,000	\$ 287,000
B.P.O.L.	1.6%	\$ 607,413	\$ 625,476	\$ 610,295	\$ 648,407	\$ 665,177	\$ 676,364	\$ 788,453	\$ 726,367	\$ 739,442	\$ 752,752	\$ 766,301	\$ 780,095
PILOT (Warren County)	0.5%								\$ 113,937	\$ 227,874	\$ 240,654	\$ 260,893	\$ 268,198
Bank Stock Tax	4.9%	\$ 239,686	\$ 259,987	\$ 235,301	\$ 192,936	\$ 214,502	\$ 242,410	\$ 214,201	\$ 237,415	\$ 239,789	\$ 242,187	\$ 244,609	\$ 247,055
State Aid - Police Dept	0.7%	\$ 354,833	\$ 350,664	\$ 338,352	\$ 338,352	\$ 338,352	\$ 338,352	\$ 338,352	\$ 349,248	\$ 349,248	\$ 370,203	\$ 370,203	\$ 370,203
Street Construction (V-DOT)	4.2%	\$ 1,515,389	\$ 1,570,650	\$ 1,628,936	\$ 1,660,012	\$ 1,708,888	\$ 1,755,864	\$ 1,826,072	\$ 1,882,720	\$ 1,914,208	\$ 1,956,321	\$ 1,999,360	\$ 2,043,346
Sales Tax - Warren County	2.0%	\$ 684,300	\$ 707,495	\$ 730,391	\$ 1,402,458	\$ 943,728	\$ 852,134	\$ 794,164	\$ 930,123	\$ 922,920	\$ 931,226	\$ 940,259	\$ 950,602
Lodging Tax	0.7%	\$ 238,421	\$ 260,101	\$ 285,244	\$ 291,536	\$ 336,088	\$ 304,883	\$ 315,910	\$ 322,298	\$ 322,000	\$ 322,000	\$ 322,000	\$ 322,000
Meals Tax	3.5%	\$ 1,092,235	\$ 1,190,102	\$ 1,262,197	\$ 1,356,813	\$ 1,414,207	\$ 1,446,707	\$ 1,536,311	\$ 1,603,879	\$ 1,637,560	\$ 1,671,949	\$ 1,707,060	\$ 1,742,908
PILOT - Utility Bills	0.9%	\$ 307,158	\$ 337,469	\$ 372,920	\$ 401,492	\$ 407,661	\$ 389,041	\$ 403,582	\$ 402,921	\$ 418,290	\$ 432,127	\$ 449,102	\$ 461,677
Communication Tax	0.3%	\$ 178,294	\$ 180,489	\$ 156,957	\$ 176,398	\$ 169,927	\$ 170,799	\$ 165,738	\$ 160,990	\$ 158,312	\$ 153,563	\$ 148,956	\$ 144,487
Electric Current Sales	41.6%	\$ 15,097,793	\$ 16,692,002	\$ 15,272,912	\$ 16,168,549	\$ 16,899,668	\$ 16,940,402	\$ 16,360,299	\$ 16,000,900	\$ 17,874,628	\$ 19,581,296	\$ 19,857,893	\$ 20,055,093
Water Sales	10.1%	\$ 2,646,149	\$ 3,184,338	\$ 3,031,057	\$ 3,088,122	\$ 3,679,469	\$ 4,826,349	\$ 4,347,998	\$ 4,656,307	\$ 4,649,682	\$ 4,668,226	\$ 4,823,623	\$ 4,970,712
Sewer Sales	11.1%	\$ 2,602,483	\$ 3,254,459	\$ 3,938,478	\$ 4,020,620	\$ 4,364,534	\$ 6,094,967	\$ 5,360,723	\$ 5,675,883	\$ 5,499,085	\$ 5,525,961	\$ 5,620,223	\$ 5,695,953
Solid Waste Sale of Service	2.2%	\$ 918,658	\$ 935,463	\$ 842,809	\$ 858,448	\$ 986,168	\$ 961,938	\$ 977,831	\$ 1,045,382	\$ 1,036,424	\$ 1,033,670	\$ 1,031,936	\$ 1,030,202
	89.9%	\$ 29,099,098	\$ 31,589,508	\$ 30,835,348	\$ 32,741,204	\$ 34,477,396	\$ 37,352,482	\$ 35,832,919	\$ 36,584,413	\$ 38,476,960	\$ 40,389,479	\$ 41,079,700	\$ 41,648,369

Compiled January 9th, 2018
by B.J. Wilson, Director of Finance

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Work Session Agenda Form

Item # 7

DATE: January 2, 2018

AGENDA ITEM: Volunteers for the Town Scholarship Committee

SUMMARY: In 2015 Council approved \$1,000 for the implementation of the *"Town of Front Royal Scholarship Program"*. Each year, Council is requested to have two councilmembers volunteer to review the applications and select two scholarship recipients (\$500.00 each) who will be presented with their awards in the spring at a regular Council meeting. Advertisement for the scholarships began in late December 2017 and ends in late February. Both local high schools, R-MA and local private schools were notified of the scholarship.

BUDGET/FUNDING: 1101-45428 Town Council – Community Relations

STAFF RECOMMENDATION: Council to select two councilmembers to review the applications once the deadline has passed.

Work Session

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Work Session Agenda Form

Item # 8

DATE: January 16, 2018

AGENDA ITEM: Board of Zoning Appeals Recommendation

SUMMARY: On April 27, 2015 Robert Helms was recommended by Council to the Judge of the Warren County Circuit Court for re-appointment to the Front Royal Board of Zoning Appeals (BZA) to fill a five-year term ending May 1, 2020. BZA terms are for 5 years. On January 9, 2018, Staff received Mr. Helms' resignation effective January 31, 2018 as he will be moving out of Front Royal.

This makes two (2) vacancies on the BZA.

Note: Council only makes a recommendation for the appointment.

BUDGET/FUNDING: None

STAFF RECOMMENDATION: Staff shall be directed by Council.

Work Session

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Work Session Agenda Form

Item # 9

DATE: January 16, 2018

AGENDA ITEM: Revise Resolution for Policy Regarding Voluntary Assessments for Local Improvements

SUMMARY: On September 13, 2004, the Town Council approved a resolution that revised the “*Policy for Assessment for the Installation of Local Improvements*” to set the rates for voluntary participation at \$3.00 per foot of walkway improvements and \$12.00 per lineal foot of curb and gutter improvements once voluntary agreements were being accepted again or until the policy was amended at a later date. Vice Mayor Tewalt has suggested to revise the policy to share one half of the total cost per square foot of walkway improved and one half of the total cost per linear foot of curb and gutter improved with the landowner effective upon approval of the resolution.

Council discussed this at the November 20, 2017 Work Session.

Council is requested to consider the revision (as presented) with the formal vote to occur at an upcoming formal agenda.

BUDGET/FUNDING: None

STAFF RECOMMENDATION: Council takes desired action

Work Session

RESOLUTION
POLICY FOR VOLUNTARY ASSESSMENTS FOR THE
INSTALLATION OF LOCAL IMPROVEMENTS

WHEREAS, on September 13, 2004, the Town Council adopted a revised "*Policy for Assessment for the Installation of Local Improvements*" setting the rates for voluntary participation at \$3.00 per foot of walkway improvements and \$12.00 per lineal foot of curb and gutter improvements; and,

WHEREAS, the Council wishes to amend this Policy to share one half of the total cost per square foot of walkway improved and one half of the total cost per linear foot of curb and gutter improved with the landowner.

NOW THEREFORE BE IT RESOLVED by the Town of Front Royal, Virginia that the policy contained in the September 13, 2004 Resolution is rescinded effective January 22, 2018 and that the following Policy be approved in its place and be amended as follows:

“POLICY FOR ASSESSMENT FOR THE
INSTALLATION OF LOCAL IMPROVEMENTS”

WHEREAS, the Town of Front Royal wishes to provide a process whereby landowners and property owners may enter into agreement with the Town for voluntary assessments to install or construct curbs, gutters and/or sidewalks in areas abutting public streets maintained by the Town; and

WHEREAS, the Town encourages the installation or construction of curbs, gutters and/or sidewalks finding it to benefit the citizens of the Town through improved pedestrian access, improved storm water drainage, and prolonged street life; and

WHEREAS, the voluntary installation or construction of curbs, gutters and/or sidewalks has become more prevalent; and

WHEREAS, the Town Council desires consistency and uniformity in the exercise of the Council's assessment authority; and,

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Front Royal, Virginia, that the following policy is adopted pertaining to the voluntary assessment for the installation or construction of certain local improvements: sidewalks, curbs & gutters, by agreement which may be amended or modified from time to time to better serve the needs of the Town of Front Royal. The Town Council having made the above findings, it is ordered that: curbs, gutters and/or sidewalks abutting public streets maintained by the Town be installed or constructed where the abutting landowner/property owner has agreed to voluntary assessment for such improvement at the amount and terms set forth herein, Chapter 48 of the Town Code, §15.2-104 and ~~Article II~~ §15.2-2404 ~~et seq.~~ of Title 15.2 Chapter 24 ~~of Title 15.2~~ of the Code of Virginia, and such further administrative provisions as the Town Manager may deem necessary to implement the policy expressed therein.

The Town Manager may refuse the request of any landowner to install or construct any particular improvement or agree to an assessment by agreement and refer the matter to Town Council for decision if he determines that the particular installation or construction is not an appropriate use of Town funds or is contrary to the infrastructure needs of the Town.

1. Landowners wishing to voluntarily agree to assessment for the installation or construction of curbs, gutters and sidewalks abutting their property along public streets maintained by the Town, may enter into a written agreement, prepared by the Town Attorney, with the Town of Front Royal for said installation or construction. Any voluntary agreement for the installation of a local improvement shall be subject to any terms of Chapter 48 of the Code of the Town of Front Royal applicable to voluntary agreements. As a part of any agreement, the landowner must pay for the installation or construction of the following improvements at the rate and terms as set out below, where applicable:

- A. For the installation, construction, improvement, replacement, use or enlargement of sidewalks or other walkways by agreement between the Town of Front Royal and the landowner, the assessment to landowners shall not exceed ~~(\$3.00)~~ **one half of the total cost** per square foot of walkway improved.
- B. For the installation, construction, improvement, replacement, use or enlargement of curbs & gutters by agreement between the Town and the property owner, the assessment to landowners shall not exceed ~~(\$12.00)~~ **one half of the total cost** per linear foot of curb and gutter improved.

II. Landowners may pay for the improvements as follows:

- A. The landowner pays the entire amount of voluntary assessment for the improvement, as set out above, at the time when the application is approved, and the agreement ratified and no lien on the abutting property shall be recorded.
- B. The landowner may enter into an agreement, secured by a lien on the abutting property, with the Town allowing for payment in nine (9) equal installments over a period of eight (8) years. The first installment shall be due after substantial completion of the improvement, which date of completion shall be determined by the Director of Public Works ~~and Utilities~~ having oversight of the improvement, to which he shall certify in writing to the Director of Finance who shall then bill the landowner forthwith. The first installment payment will be due and payable **thirty (30)** days after the billing date. A lien will be recorded in the **land records of the** Warren County Courthouse against the affected property immediately after the agreement is ratified. Interest will be charged on the unpaid balance at the rate of a one-year U.S. Treasury Bill from the time the improvement is substantially completed. An administrative fee of \$25.00 will be charged to all landowners applying for improvements by installment payments which shall be paid at the time the application is approved and the agreement ratified, which fee shall be credited to the cost of any amount assessed against the landowner for the improvement and deducted from the amount of the first installment. The landowner may pay the entire amount of the assessment at any time. If the first

installment or any other annual installment is not paid within thirty (30) days after the due date, then the entire unpaid balance shall be declared due and payable and collected in any manner permitted by law.

The Town Manager shall be responsible for implementing this policy and establishing such further procedures or terms for the administration of this policy as he may find appropriate and not in conflict with Federal or State law, the Town Code, or this policy, now or as amended.

This resolution shall be effective upon passage.

APPROVED:

Hollis L. Tharpe, 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 _____, 2018 upon the following recorded vote:

William A. Sealock	<u>Yes/No</u>	Gary L. Gillispie	<u>Yes/No</u>
Eugene R. Tewalt	<u>Yes/No</u>	Jacob L. Meza	<u>Yes/No</u>
John P. Connolly	<u>Yes/No</u>	Christopher S. Morrison	<u>Yes/No</u>

Approved as to Form and Legality:

Douglas W. Napier, Town Attorney

Dated: _____

RESOLUTION

WHEREAS, ~~on February 26, 2001~~, the Town Council adopted a revised "Policy for Assessment for the Installation of Local Improvements" setting forth voluntary assessment procedures in a consistent and uniform manner and setting the rates for voluntary participation at \$3 per foot of walkway improvements and \$12 per lineal foot of curb and gutter improvements; and,

WHEREAS, the Council wishes to amend this Policy to ~~increase the rates and terms outlined therein to more closely reflect actual costs of construction terminate any new enrollments in the voluntary curb and gutter improvement program after September 13, 2004; and~~

~~**WHEREAS**, for ease in research and clarity, it is preferable that the February 26, 2001 Policy be rescinded and that Council adopt a new Policy, which would include the increased rates;~~

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Front Royal, Virginia that the Policy ~~contained in resolution # R-9-01 is rescinded effective March 1, 2002 and that the following Policy be approved in its place~~ is amended to read as follows:

"POLICY FOR ASSESSMENT FOR THE INSTALLATION OF LOCAL IMPROVEMENTS"

WHEREAS, the Town of Front Royal wishes to provide a process whereby landowners/property owners may enter into agreement with the Town for voluntary assessments to install or construct curbs, gutters and/or sidewalks in areas abutting public streets maintained by the Town; and

WHEREAS, the Town encourages the installation or construction of curb, gutter and/or sidewalk finding it to benefit the citizens of the Town through improved pedestrian access, improved storm water drainage, and prolonged street life; and

WHEREAS, the voluntary installation or construction of curb, gutter and/or sidewalk has become more prevalent; and

WHEREAS, the Town Council desires consistency and uniformity in the exercise of the Council's assessment authority.

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Front Royal, Virginia, that the following policy is adopted pertaining to the voluntary assessment for the installation or construction of certain local improvements: sidewalks, curb & gutter, by agreement which may be amended or modified from time to time to better serve the needs of the Town of Front Royal. The Town Council having made the above findings, it is ordered that: curb, gutter and/or sidewalk abutting public streets maintained by the Town be installed or constructed where the abutting

landowner/property owner has agreed to voluntary assessment for such improvement at the amount and terms set forth herein, in Chapter 48 of the Town Code, in § 15.2-104 and Article II (§ 15.2-2404, et seq.) of Chapter 24 of Title 15.2 of the Code of Virginia, and such further administrative provisions as the Town Manager may deem necessary to implement the policy expressed therein.

The Town Manager may refuse the request of any landowner to install or construct any particular improvement or agree to an assessment by agreement and refer the matter to Town Council for decision if he determines that the particular installation or construction is not an appropriate use of Town funds or is contrary to the infrastructure needs of the Town.

1. Landowners wishing to voluntarily agree to assessment for the installation or construction of curb, gutter and sidewalk abutting their property along public streets maintained by the Town, may enter into a written agreement, prepared by the Town Attorney, with the Town of Front Royal for said installation or construction. Any voluntary agreement for the installation of a local improvement shall be subject to any terms of Chapter 48 of the Code of the Town of Front Royal applicable to voluntary agreements. As a part of any agreement, the landowner must pay for the installation or construction of the following improvements at the rate and terms as set out below, where applicable:

A. For the installation, construction, improvement, replacement, use or enlargement of sidewalks or other walkways by agreement between the Town of Front Royal and the landowner, the assessment to landowners shall not exceed three dollars (\$3) per square foot of walkway improved.

B. For the installation, construction, improvement, replacement, use or enlargement of curbs & gutters by agreement between the Town and the property owner, the assessment to landowners shall not exceed twelve dollars (\$12.00) per linear foot of curb and gutter improved.

II. Landowners may pay for the improvements as follows:

A. The landowner pays the entire amount of voluntary assessment for the improvement, as set out above, at the time when the application is approved and the agreement ratified and no lien on the abutting property shall be recorded.

B. The landowner may enter into an agreement, secured by a lien on the abutting property, with the Town allowing for payment in nine (9) equal installments over a period of eight (8) years. The first installment shall be due after substantial completion of the improvement, which date of completion shall be determined by the Director of Public Works & Utilities, having oversight of the improvement, to which he shall certify in writing to the Director of Finance who shall then bill the landowner forthwith. The first installment payment will be due and payable 30 days after the billing date. A lien will be recorded in the Warren County Courthouse against the affected property immediately after the agreement

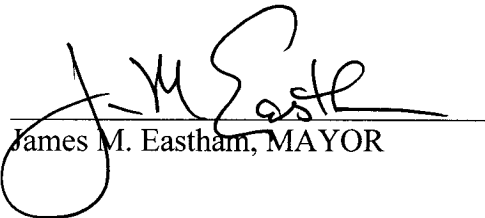
is ratified. Interest will be charged on the unpaid balance at the rate of a one-year U.S. Treasury Bill from the time the improvement is substantially completed. An administrative fee of \$25 will be charged to all landowners applying for improvements by installment payments which shall be paid at the time the application is approved and the agreement ratified, which fee shall be credited to the cost of any amount assessed against the landowner for the improvement and deducted from the amount of the first installment. The landowner may pay the entire amount of the assessment at any time. If the first installment or any other annual installment is not paid within thirty (30) days after the due date, then the entire unpaid balance shall be declared due and payable and collected in any manner permitted by law.

The Town Manager shall be responsible for implementing this policy and establishing such further procedures or terms for the administration of this policy as he may find appropriate and not in conflict with Federal or State law, the Town Code, or this policy, now or as amended.

The Town shall not accept additional voluntary agreements for curb and gutter after September 13, 2004, until this policy is further amended at a later date.

This resolution shall be effective upon passage.

APPROVED:


James M. Eastham, MAYOR

ATTEST:


Rhonda S. North, MMC
Clerk of Council

This resolution was adopted by the Town Council of the Town of Front Royal, Virginia on the 13th day of September, 2004.

This resolution has been approved as to form and legality.


Blair D. Mitchell, Town Attorney

Date: Sept 23, 2004

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