



REGULAR TOWN COUNCIL MEETING

Monday, March 12, 2018 @ 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 February 12, 2018
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
 - a. Report of special committees or Town officials and Town Manager
 - * **Presentation from Leslie Hardesty, Program Coordinator of The Laurel Center**
 - 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) NONE
 - A. COUNCIL APPROVAL – Liaison Committee Agenda Items
 - B. COUNCIL APPROVAL – Proclamation “*The Laurel Center Sexual Assault Awareness Month*”
 - C. COUNCIL APPROVAL – Bid – Fire Hydrants
 - D. COUNCIL APPROVAL – Bid – R.T.V. Utility Vehicle
8. **PUBLIC HEARING** – Fiscal Year 2018-2019 Tax Rates (1st Reading)
9. **COUNCIL APPROVAL** – Revised Resolution Granting Authority to Town Manager to Enter an Agreement with VDOT for Revenue Sharing Project for Criser Road Bridge Replacement
10. **COUNCIL APPROVAL** – Budget Transfer for Purchase of Generator for Town Hall

7A



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

Page 1
Item No. 7(A)

Meeting Date: March 12, 2018

Agenda Item: COUNCIL APPROVAL – Liaison Committee Meeting Items

Summary: Council is requested to approve no additional items to the Liaison Committee Meeting Agenda scheduled for March 15, 2018.

Budget/Funding: None

Attachments: Liaison Committee Meeting Agenda from January 2018

Meetings: Work Session held March 5, 2018

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 no additional items to the Liaison Committee Agenda of March 15, 2018.

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

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

Approved By: JW



TOWN/COUNTY LIAISON COMMITTEE MEETING AGENDA

**Town Hall Conference Room, 102 E. Main Street
January 18, 2018
6:00 p.m.**



Call to Order – Hollis L. Tharpe, Mayor, Front Royal Town Council

- 1) IT Federal Main Street Project – Joe Waltz**
- 2) Route 522 Corridor Water Upgrade Project – Joe Waltz**
- 3) Phase II Happy Creek Road Project Update – Joe Waltz**
- 4) Town Building Maintenance Code Enforcement Update – Joe Waltz**
- 5) Update on Wastewater Treatment Plant – Joe Waltz**
- 6) Development Review Committee – Doug Stanley**
- 7) Relocation of VA Inspection Sticker/Motor Vehicle Decals – Joe Waltz**
- 8) Building Inspections Software – Doug Stanley**
- 9) Warren County's In-Town Projects – Doug Stanley**
- 10) Joint Towing Board – Joe Waltz / Doug Stanley**
- 11) Tethering of Dogs in Extreme Weather – Joe Waltz / Doug Stanley**

Adjournment

7B



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

Page 1
Item No. 7(B)

Meeting Date: March 12, 2018

Agenda Item: COUNCIL APPROVAL – Proclamation – *“The Laurel Center Sexual Assault Awareness Month”*

Summary: Council has received a request from Kelliann Harris, Sexual Assault Counselor/Advocate of The Laurel Center, seeking approval of a proclamation proclaiming April as *“The Laurel Center Sexual Assault Awareness Month”* in the Town of Front Royal.

Budget/Funding: None

Attachments: Proclamation and Letter from The Laurel Center

Meetings: None

Staff

Recommendation: Approval ✓ Denial _____

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

Proposed Motion: I move that Council approve a proclamation proclaiming April as *“The Laurel Center Sexual Assault Awareness Month”* in the Town of Front Royal.

*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

THE
Laurel
CENTER
Intervention for Domestic and Sexual Violence

P.O. Box 14, Winchester, VA 22604
540-667-6160

**Hollis L. Tharpe, Mayor, City Council
Town of Front Royal**

Dear Hollis L. Tharpe, Mayor

April is nationally recognized as Sexual Assault Awareness Month and this year; The Laurel Center is organizing a series of events to help every member of our community decide to end sexual violence. Our goal is to encourage everyone in the Town of Front Royal and County of Warren to learn about sexual violence, how to help prevent it, and how to encourage survivors to heal.

The Laurel Center is calling for the Town of Front Royal and County of Warren community- wide participation to decide to end sexual violence and become the change needed, and would be honored if you would sponsor an official proclamation to recognize April as Sexual Assault Awareness Month.

We are hopeful that you will be able to present the attached proclamation during the First Annual Sexual Assault Awareness candlelight vigil in the Town of Front Royal to be held on April 21, 2018 from 7p-9p.

The Laurel Center shares the views of that sexual violence is a serious health problem that profoundly affects the physical, emotional, mental and social well-being of victims. With leadership and commitment, we believe that we can work together with others to create short and long- term solutions to the endemic problem of sexual violence, including unhealthy and unsafe relationships.

A sample proclamation is enclosed. Please contact me to confirm your support of these critical violence prevention efforts. We look forward to partnering with you to achieve our vision of a community and a world without sexual violence.

Sincerely,

Kelliann Harris

Kelliann Harris, Sexual Assault Counselor/ Advocate
The Laurel Center
540-667-6160/ 540-631-1554
Ka.harris@thelaurelcenter.org

"Working together in our community to stop the cycle of domestic and sexual violence"



P.O. Box 14, Winchester, VA 22604

THE LAUREL CENTER SEXUAL ASSAULT AWARENESS MONTH PROCLAMATION

Whereas, every 98 seconds someone in America is being sexually assaulted!

Whereas, Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every community member of the **Town of Front Royal** and **County of Warren**; and

Whereas, Rape, Abuse, and Incest National Network (RAINN) statistics regarding who the perpetrators are, confirm 93% of victims under the age of 18 know their perpetrators; 59% are acquaintances, 34% are family members, and 7% are strangers, and

Whereas, Rape, sexual violence, and sexual harassment impact our community, and statistics show 1 in every 6 women and 1 in 33 men has been a victim of an attempted or completed rape in their lifetime, and

Whereas, Child sexual abuse prevention must be a priority to confront the reality that 1 in 9 girls and 1 in 53 boys under the age of 18 experience sexual abuse or assault at the hands of an adult, and

Whereas, Young people experience heightened rates of sexual violence, youth ages 12-17 make up 15% of the statistics, and

Whereas, We must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions; and

Whereas, With leadership and education, we can be successful in preventing sexual violence in the **Town of Front Royal, County of Warren** by increasing education, awareness, and community involvement; and

"Working together in our community to stop the cycle of domestic and sexual violence"

Whereas, The Laurel Center- Sexual Assault Division has led the way in the **Town of Front Royal** and **County of Warren** in addressing sexual violence by providing FREE 24-hour hotline services to victims/survivors and secondary survivors, responding to emergency calls, offering on-going support and comfort to those impacted by sexual violence during medical exams, criminal proceedings, and empowering all impacted by sexual violence to chart their own course of healing; and

Whereas, The Town of Front Royal strongly supports the efforts national, state, and **The Laurel Center**, and every citizen, to actively engage in public and private efforts to prevent sexual violence. It's time for all of us to take appropriate action and support one another to create a safer environment for all. It's time we become the change.

NOW THEREFORE BE IT RESOLVED, that I, Hollis L. Tharpe, as Mayor of the Town of Front Royal and on behalf of the entire Town Council join **The Laurel Center** advocates and communities across the country in playing an active role to prevent sexual violence. Along with the United States Government and the State of Virginia, I do herby proclaim April as "Sexual Assault Awareness Month!"

IN WITNESS WHEREOF, have hereunto set my hand and caused the seal of the Town of Front Royal to be affixed on this _____ day of _____.



Signed

Attest

Hollis L. Tharpe, Honorable Mayor
Town of Front Royal

Jennifer E. Berry, CMC
Clerk of Council

"Working together in our community to stop the cycle of domestic and sexual violence"

7C



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

Page 1
Item No. 7(C)

Meeting Date: March 12, 2018

Agenda Item: COUNCIL APPROVAL – Bid for Fire Hydrants

Summary: Council is requested to approve a bid from Core and Main for the purchase of various sizes of fire hydrants for the Water and Sewer Maintenance Department in the amount of \$44,479.80.

Budget/Funding: Funding available in the Water Line Maintenance FY19 budget line items 9602-47530 “Capital Inventory” in the amount of \$4,479.80 and 9602-R47530 carried over funds for “Capital Inventory” in the amount of \$40,000.

Attachments: Memo from Director of Finance and Quotation Tabulation Sheet

Meetings: None

Staff

Recommendation: Approval ✓ Denial

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

Proposed Motion: I move that Council approve a bid from Core and Main for the purchase of various sizes of fire hydrants for the Water and Sewer Maintenance Department in the amount of \$44,479.80.

*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: March 2, 2018
To: Tina Presley, Administrative Assistant
Jennifer Berry, Clerk of Council
From: B. J. Wilson; Director of Finance
RE: Agenda Item

On Wednesday, February 28, 2018, I held a bid opening for various sizes of fire hydrants for the Water & Sewer Maintenance Department inventory. I received one (1) response to this bid (see attached tabulation sheet). Due to the dollar amount, I will need Town Council approval to place this order. Please add this item to the March 12 Council agenda for their action.

Staff recommends the award for the purchase of fire hydrants be made to Core and Main for a total purchase cost of \$44,479.80.

Funding for this purchase is available in the Water Line Maintenance FY19 budget line items 9602-47530 "Capital Inventory" in the amount of \$4,479.80 and 9602-R47530 carried over funds for "Capital Inventory" in the amount of \$40,000.

TOWN OF FRONT ROYAL, VIRGINIA

Quotation Tabulation

Item: Hydrants _____

Quotation _____ **#2**

Date: February 28, 2018 _____

Mailed _____

Replied _____ **1**

Vendor Quotation				
		Core & Main		
		Martinsburg WV		
QUANTITY				
2	3 FOOT BURY DEPTH	\$ 3,842.90		
2	3-1/2 FOOT BURY DEPTH	\$ 3,935.30		
8	4 FOOT BURY DEPTH	\$ 16,106.00		
10	4-1/2 FOOT BURY DEPTH	\$ 20,595.60		
Total		\$ 44,479.80		
Discount				
Net Quotation				
Terms				

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

Witness

Witness



 Purchasing Agent



Formerly HD Supply Waterworks

Bid Proposal for Front Royal Hydrant Bid Quote #2

TOWN OF FRONT ROYAL

Bid Date: 07/13/2017 02:00 a.m.

Core & Main Bid #: 516896

Core & Main

117 Industrial Circle

Martinsburg, WV 25402

Phone: 304-263-6986

Fax: 304-263-7009

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
10			HYDRANTS			
20	2	NS	B62B 5 1/4 3' WITH AQUA GRIP	EA	1,921.45	3,842.90
30	2	NS	B62B 5-1/4 3'6" WITH AQUA GRIP	EA	1,967.65	3,935.30
40	8	NS	B62B 5-1/4 4'0" WITH AQUA GRIP	EA	2,013.25	16,106.00
50	10	NS	B62B 5-1/4 4'6" WITH AQUA GRIP	EA	2,059.56	20,595.60
Sub Total						44,479.80
Tax						0.00
Total						44,479.80

Branch Terms:

The attached proposal represents HD Supply Waterworks interpretation of existing plans and specifications as of the date of this document. The details contained represent neither a guarantee of items required, nor quantity required. Orders for this project will be accepted on the basis of quantities specified by the buyer and unit pricing and terms as contained in this quotation. All prices are based on the quotation in its entirety with full truckload freight paid releases. Lesser quantities may reflect additional charges for shipping and handling. Prices are subject to revision due to specification change, change orders and quantity changes. All pricing contained in this quotation are less applicable sales taxes and must be added. All quotations are contingent upon the buyer's acceptance of seller terms and condition. Quoted prices are firm for shipment within 30 days of quoted date, unless otherwise noted.

7D



Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 7(D)

Meeting Date: March 12, 2018

Agenda Item: COUNCIL APPROVAL – Bid for R.T.V. Utility Vehicle

Summary: Council is requested to approve a bid from Winchester Equipment in the amount of \$25,680.00 for the purchase of a R.T.V. Utility Vehicle for the Water and Sewer Maintenance Department.

Budget/Funding: Funding available in the Water Line Maintenance and Sewer Line Maintenance FY19 budget line items:
9602-47005 Water Maintenance Motor Vehicles - \$12,840.00
9802-47005 Sewer Maintenance Motor Vehicles - \$12,840.00

Attachments: Memos from Director of Finance and Manager of Vehicle Equipment Maintenance, Quotation Tabulation Sheet and Specifications

Meetings: None

Staff

Recommendation: Approval ✓ Denial _____

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

Proposed Motion: I move that Council approve a bid from Winchester Equipment in the amount of \$25,680.00 for the purchase of a R.T.V. Utility Vehicle for the Water and Sewer Maintenance Department.

*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: March 6, 2018
To: Tina Presley, Administrative Assistant
Jennifer Berry, Clerk of Council
From: B. J. Wilson; Director of Finance
RE: Agenda Item

On Tuesday, March 6, 2018, I held a bid opening for a R.T.V. Utility Vehicle for the Water & Sewer Maintenance Department. I received two (2) responses to this bid (see attached tabulation sheet). Due to the dollar amount, I will need Town Council approval to place this order. Please add this item to the March 12 Council agenda for their action.

Staff recommends the award for the purchase of a R.T.V. Utility Vehicle from Winchester Equipment for a total purchase cost of \$25,680.00.

Funding for this purchase is available in the Water Line Maintenance & Sewer Line Maintenance FY19 budget line items:

9602-47005	Water Maintenance Motor Vehicles	- \$12,840.00
9802-47005	Sewer Maintenance Motor Vehicles	- \$12,840.00

MEMORANDUM

TO: BJ Wilson, Director of Finance.

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

SUBJECT: Purchase of a RTV Utility Vehicle and attachments.

DATE: March 6, 2018

I have reviewed the two bids we received for the RTV Utility Vehicle and attachments. Both met our specifications and there was only a \$215.00 difference between Woodstock Equipment out of Woodstock Virginia which had a bid of \$25,895.00 and Winchester Equipment out of Winchester Virginia had a bid of \$25,680.00.

I recommend Winchester Equipment at the lowest price and meets our specification.

TOWN OF FRONT ROYAL, VIRGINIA

Quotation Tabulation

Item: RTV Utility Vehicle

Quotation #3

Date: March, 6, 2018

Mailed : 19

Replied 2

	Vendor Quotation			
	Winchester Equipment	Woodstock Equipment		
	Wincheser, Va.	Woodstock, Va.		
QUANTITY	QUOTATION	QUOTATION	QUOTATION	QUOTATION
1 RTV Utility Vehicle	\$25,680.00	\$25,895.00		
TOTAL QUOTATION	\$ 25,680.00	\$ 25,895.00	\$ -	\$ -

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

Witness

Witness

Purchasing Agent



TOWN OF FRONT ROYAL, VIRGINIA

We are requesting price quotations on the items listed below.

Deliver to F.O.B. TOWN OF FRONT ROYAL

Delivery to be made WITHIN 60 DAYS ARO

Please use this form. Terms _____

QUOTATION #3

RETURN ADDRESS

Purchasing Agent
Quote No. #3
Town of Front Royal
102 E. Main Street
P.O. Box 1560
Front Royal, VA 22630

Bids are to be received by: 11:00 A.M., TUESDAY, MARCH 6, 2018

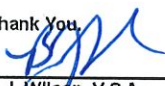
PLEASE NOTE: In the event that the Town of Front Royal Purchasing Office is closed due to inclement weather and/or emergency situations prior to or at the time set aside for the receipt

Quantity	Unit	Item	Quotation
1	EACH	R.T.V. UTILITY VEHICLE NEW, UNUSED CURRENT PRODUCTION MODELS PER ATTACHED SPECIFICATIONS	\$25,680
		<u>NOTES:</u> THE TOWN OF FRONT ROYAL RESERVES THE RIGHT TO DEMO THE EQUIPMENT BEING QUOTED, BEFORE AND AFTER THE BID OPENING. THE TOWN OF FRONT ROYAL ALSO RESERVES THE RIGHT TO SELECT THE EQUIPMENT NOT ONLY BASED ON THE LOWEST BID RECEIVED, BUT ALSO ON THE DEMONSTRATED PERFORMANCE AND OPERATION OF THE EQUIPMENT. <u>NO FACSIMILE OR EMAIL SUBMISSIONS.</u> THE TOWN OF FRONT ROYAL IS NOT RESPONSIBLE FOR DELAYS IN THE DELIVERY OF THE MAIL BY THE U.S. POSTAL SERVICE, PRIVATE COURIERS, OR THE INTER-OFFICE MAIL SYSTEM. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO ENSURE THAT ITS BID REACHES THE TOWN OF FRONT ROYAL PURCHASING DEPARTMENT BY THE DESIGNATED DATE AND HOUR. NOTHING HEREIN IS INTENDED TO EXCLUDE ANY RESPONSIBLE FIRM OR IN ANY WAY RESTRAIN OR RESTRICT COMPETITION. ON THE CONTRARY, ALL RESPONSIBLE FIRMS ARE ENCOURAGED TO SUBMIT QUOTATIONS.	

The right is reserved to reject any or all quotations submitted.
Also, privilege is granted to the Town to purchase any part of the whole of the items listed unless otherwise stated on this form by the Vendor.

Quotations above are subject to all requirements stated herein.

Thank You,


B.J. Wilson, V.C.A.
Director of Finance
Phone: (540) 636 - 7799 Fax: (540) 635 - 2298
bwilson@frontroyalva.com

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal.

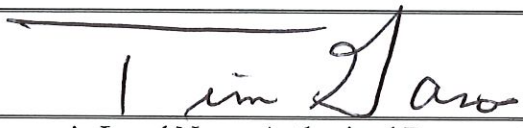
LEGAL NAME & ADDRESS OF FIRM:

Winchester Equipment Co.

121 Indian Hollow Road

Winchester, VA 22603

By:


Company's Legal Name Authorized Representative - Signature in Ink

Printed Name: Tim Gano

Title: Sales Specialist

Date:

3-5-2018

Phone: Cell (540) 533-5667 Business (540) 667-2244

Email: tgano@winchesterequipment.com

Fax: (540) 665-3058

SPECIFICATIONS FOR RTV UTILITY VEHICLE

GENERAL

It is the intent of this specification to describe the minimum requirements for a Rough Terrain Vehicle (R.T.V.) utility vehicle. The unit must be a new, unused model that is in current production. Modifications of existing models to meet these specifications will not be accepted. All equipment and accessories catalogued as standard shall be included as part of this specification. The RTV utility vehicle shall meet all EPA, SAE, and OSHA, Federal and State regulations

Engine

- Engine 3-cylinder, 4-cycle, diesel, OHV, 68.5 cu.in engine no less than 25-hp
- Coolant liquid cooled
- Governed at 3000rpm
- Spin on oil filter
- Fuel filter
- Electric start
- Hour meter
- Voltage gauge
- Battery 650 CCA
- Block heater

Drive System

- Transmission variable hydro transmission
- Gear selection hi-lo range forward, neutral, reverse
- Max traveling speed, 0-25 MPH
- 4WD front differential limited-slip and rear differential foot operated differential lock

Steering

- Steering hydrostatic
- Tilt steering wheel

Brakes

- Brakes, front and rear wet disc brakes, emergency brake rear hand operated

Suspension

- Front suspension dual arm with adjustable spring preload with 8" travel
- Rear suspension independent with coil over stock with 8" travel

Tires

Heavy Duty work sight tires
25x10-12, 4-ply

Ground Clearance

Front 10.5" rear 10.4" and under foot platform 11.0"

Lights

Two headlamps installed in front of RTV and lamps to be 37.5-watt halogen bulbs
Park lamps, turn signal rear and front.
Rear marker lamps to have guard kit left and right side.
LED amber beacon light.
Interior dome light.
Backup alarm.
LED work lights front and rear.

Occupant Protective System (OPS) and Cab

Tubular overhead structure 2.0" steel tubing.
Seat belts 2-point.
Certification SAE J2194 and OSHA 1928 ROPS
Unibody cab and chassis frame.
Heating and air conditioner cab.
Wind Shield wipers and on off switch
Interior dome light
Outside mirrors right and left side.
Door with manual up and down windows.
2" trailer hitch ball mount kit

Dimensions

Length 122.5"
Width 65.4"
Height, overall 82.3"
Front tire centers 48.8"
Rear tire centers 48.8"
Wheel base 80.5"
Turning Radius 13.1'
Weight 2370lbs
Towing capacity 1300lbs
Payload capacity 1629lbs

Front Guard

Center bumper and lens

Cargo Bed

Material steel
Width 57.7" Length 40.5" Depth 11.2"
Volume 15.2' cubic feet
Cargo bed (unload) 34.9"
Cargo bed load 1102lbs
Dumping system hydraulic power lift
Spray in bed liner

Fuel tank

7.9-gallon fuel tank
Fuel gauge.

Spreader

10 cubic foot Cargo Box Salt/Sand spreader
mount in hydraulic and removable
12-volt electrical operated
On/off switch located in cab area

V-Snow Plow

Mount to stay on RTV

Trip edge blade design
Enclosed hydraulic system
RTV electric hook up to be capable to handle snow plow
Tube steel/tab-slot and lock construction
Engineered for load force absorption
Pre-drilled top blade rail for deflector
Full control of all wing positions hydraulically
Fast force hydraulic system
Triple coated protection
Zinc phosphate wash
Automotive E-coat (or equal)
Military grade powder coat finish
Touch pad controller
V-plow to cable of plowing V-position, plow right, plow left, and plow straight
Blade width 72"
Blade width V 67"
Scoop width 61"
Angle width 64"
Plow Lift angel 30° hydraulic
Blade height 24" ID 28" OD
Plow angle hydraulic out/spring return
Weight 291lbs
Cutting Edge 1/4"x4-1/2"
Vertical rigs 6 (3 on each wing)

V-Snow Plow (continued)

Trip spring 2 (1 on each wing)
12-volt pump for hydraulic pump
Plow shoes

ADVERTISEMENT

No stickers, decals, plates displaying dealer or distributor name or logo shall be affixed to equipment. Manufacturer plate with model and serial number is to be on the equipment.

WARRANTY

Warranty information shall be provided on the labor and parts with the bid. The warranty will apply on the delivery date. Dealer is to provide information on any extended warranties available and the cost.

MANUALS AND TRAINING

Successful bidder shall furnish a set of manuals (shop, operator, and parts). They shall also provide any information on training seminars or schools if available that the Town of Front Royal equipment techs can attend for the repairs and maintenance.

Training shall be provided to the Town of Front Royal personnel on the operation, safety, and maintenance of the equipment. A factory representative shall provide this training that is familiar with the operation and maintenance of the equipment. This training shall be conducted at the Public Works complex of the Town of Front Royal and scheduled through the office of the Manager of Vehicle/Equipment Maintenance (540-636-6350). Cost of training shall be included in the bid.

DELIVERY DATE

Delivery Date: The Vendor shall deliver the RTV utility vehicle to the Town of Front Royal Public Work yard 800 Crosby Road Extended Front Royal Virginia 22630 within on sixty (60) days after receipt of a Town of Front Royal Purchase Order. If delivery of the RTV vehicle is not completed within the time specified, after due allowance for any provisions made in agreement with the Town for any extension of time, the Vendor shall be deemed in breach of this agreement. In the event the Vendor is deemed to be in breach, the Town reserves the right to follow one of the following courses of action. The first would be that the vendor shall be liable to the Town, as liquidated damages and not as a penalty, in the amount of \$25.00 per day for each and every calendar day that the Vendor shall be in default of this agreement. The Town shall have the right to deduct the liquidated damages from any amount due. The second would be that the Town would cancel the Purchase Order without no further obligations.

NOTE:

Please specify on bid form the make and model of the quoted RTV Utility Vehicle. If available, also please enclose a brochure.

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Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 8

Meeting Date: March 12, 2018

Agenda Item: PUBLIC HEARING – Fiscal Year 2018 - 2019 Tax Rates (*1st Reading*)

Summary: Council is requested to affirm on its first reading an increase for Fiscal Year 2018-2019 real estate rate from \$0.135 to \$0.145 per \$100 assessed value, which represents an increase of \$0.01 from the current year's rate; the personal property tax rate at \$0.64 per \$100 assessed value, which represents no increase over the current year's rate; and the personal property tax relief rate of 60% of value on the first \$20,000 of assessed value for qualifying vehicles with an assessed value greater than \$1,000; and a personal property tax relief rate of 100% for qualifying vehicles with an assessed value of \$1,000 or less, pursuant to Virginia Code §58.1-3524. Council is further requested to affirm on its first reading an ordinance to amend an ordinance to amend Front Royal Town Code Section 75.44.C. accordingly.

Budget/Funding: None

Attachments: Ordinance

Meetings: Work Session held February 20, 2018

Staff

Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council affirm on its first reading an increase for Fiscal Year 2018-2019 real estate rate from \$0.135 to \$0.145 per \$100 assessed value, which represents an increase of \$0.01 from the current year's rate; the personal property tax rate at \$0.64 per \$100 assessed value, which represents no increase over the current year's rate; and the personal property tax relief rate of 60% of value on the first \$20,000 of assessed value for qualifying vehicles with an assessed value greater than \$1,000; and a personal property tax relief rate of 100% for qualifying vehicles with an assessed value of \$1,000 or less, pursuant to Virginia Code §58.1-3524. Council is further requested to affirm on its first reading an ordinance to amend Front Royal Town Code Section 75.44.C. accordingly.

*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

**AN ORDINANCE TO AMEND SECTION 75-44 (C) OF THE FRONT ROYAL TOWN
PERTAINING TO REAL ESTATE AND PERSONAL PROPERTY TAX RATES**

WHEREAS, the consideration of the Real Estate Tax Rate to be increased from \$0.135 to \$0.145 per \$100 assessed value and Personal Property Tax Rate to remain at the current rate of \$.64 for Fiscal Year 2018-2019; and,

NOW THEREFORE, BE IT ENACTED by the Town Council of the Town of Front Royal, Virginia, that 75-44 (C) of the Front Royal Town Code is hereby amended and re-enacted as follows:

**75-44 DELINQUENT TAX LISTS - MAILING OF BILLS; DUE DATES, PENALTY
AND INTEREST; IMPOSITION OF THE TAXES AND RATES**

C. There is hereby imposed upon all real property within the limits of the Town of Front Royal, Virginia, a tax in the amount of ~~thirteen~~ **fourteen** and one half cents (~~\$0.135~~) (**\$0.145**) per one hundred dollars (\$100.00) of assessed valuation ~~with the half cents being designated to the new Police Department,~~ and a tax upon all tangible personal property located within the limits of the Town of Front Royal, Virginia, in the amount of sixty cents (\$0.64) per one hundred dollars (\$100.00) of assessed valuation. The tax on all personal property shall include all Machinery and Tools. The tax on all real property shall include all mobile homes. The tax imposed upon real property within the limits of the Town of Front Royal, Virginia, shall be decreased by \$0.02 to \$0.11 per \$100 assessed value, which is reinstatement of the previous Real Estate Tax Rate for Fiscal Year 2013-2014, upon completion of payment of debt service of the new Police Department Headquarters and construction of Leach Run Parkway; and Town Code Section 75-44.C, shall thereupon be amended accordingly to reflect said decrease and reinstatement of such previous reduced Real Estate Tax Rate.

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: ____/____/____

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Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 9

Meeting Date: March 12, 2018

Agenda Item: COUNCIL APPROVAL – Revised Resolution Granting Authority to Town Manager to Enter an Agreement with VDOT for Revenue Sharing Project for Criser Road Bridge Replacement

Summary: Council approved a Resolution on October 27, 2014 that granted authority to the Town Manager to enter an Agreement with the Virginia Department of Transportation (VDOT) for a Revenue Sharing Project for Criser Road Bridge Replacement. Due to policy changes since that time VDOT is requesting a new resolution that includes the addition of two statements. Council is requested to approve the revised Resolution as presented.

Budget/Funding: None

Attachments: Revised Ordinance, Request from VDOT, Agreement, Appendix A and Original Resolution

Meetings: None

Staff

Recommendation: Approval ✓ Denial _____

Proposed Motion: I move that Council approve a revision to the October 27, 2014 Resolution Granting Authority to Town Manager to Enter an Agreement with VDOT for Revenue Sharing Project for Criser Road Bridge Replacement, 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

RESOLUTION

Granting Authority to Town Manager to Enter an Agreement with VDOT for Revenue Sharing Project for Criser Road Bridge Replacement

WHEREAS, Town Council approved the Virginia Department of Transportation (VDOT) Revenue Sharing Project that includes the Criser Road Bridge Replacement with a bike path and sidewalk access in FY16 in the estimated amount of \$450,000.00 with \$225,000.00 to be reimbursed by VDOT after completion of the project; and,

WHEREAS, VDOT has requested a Resolution by Town Council granting authority to the Town Manger to enter in the Revenue Sharing Agreement on the Town's behalf; and,

WHEREAS, ~~NOW, THEREFORE, IT BE RESOLVED~~ by the Town Council of the Town of Front Royal grants authority to the Town Manager to enter into an agreement with the Virginia Department of Transportation Revenue Sharing Project on the Criser Road Bridge Replacement on the Town's behalf.

NOW THEREFORE BE IT RESOLVED, that the Town Council of the Town of Front Royal hereby commits to fund its local share of the construction phase of the project under agreement with the Virginia Department of Transportation in accordance with the project financial documents.

BE IT FURTHER RESOLVED, that the Front Royal Town Manager is authorized to execute all agreements and/or addendums for any approved projects with the Virginia Department of Transportation.

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 _____, 2017 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: _____

From: "Damron, Steven (VDOT)" <Steven.Damron@VDOT.Virginia.gov>
Date: Friday, February 23, 2018 at 9:15 AM
To: Joe Waltz <jwaltz@frontroyalva.com>
Cc: "Branscome, Michael (VDOT)" <Michael.Branscome@VDOT.Virginia.gov>, "Carter, Edwin (VDOT)" <Edwin.Carter@vdot.virginia.gov>
Subject: Resolution, Project Agreement and Appendix A for Criser Road Bridge Project UPC 107228

Joe,

Due to some policy changes since the Town of Front Royal applied for this revenue sharing project we will need a new resolution of support like the original that includes the following two statements:

NOW THEREFORE BE IT RESOLVED, that the Town Council of the Town of Front Royal hereby commits to fund its local share of the construction phase of the project under agreement with the Virginia Department of Transportation in accordance with the project financial documents.

BE IT FURTHER RESOLVED, that the Front Royal Town Manager is authorized to execute all agreements and/or addendums for any approved projects with the Virginia Department of Transportation.

Once the new resolution is passed, print and sign the programmatic agreement and Appendix A, (3 copies of each) and forward them and a copy of the resolution to me.

If you have any questions just let me know.

Thanks,



Steven K. Damron

Programming Specialist Senior
Staunton District - PIM Section
811 Commerce Rd.
Staunton, VA 24401-9029
Ph # (540)-332-7389
Fax # (540)-332-9266
email: Steven.Damron@VDOT.Virginia.gov

STANDARD PROJECT ADMINISTRATION AGREEMENT

State-aid Projects

Project Number	UPC	Local Government
0002-112-R16	107228	Town of Front Royal

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

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

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project(s) and the funding currently allocated or proposed for the project(s) does not include Federal-aid Highway funds; and

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

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

1. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
 - b. Receive prior written authorization from the DEPARTMENT to proceed with the project.
 - c. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
 - d. Provide certification by a LOCALITY official of compliance with applicable laws and regulations on the **State Certification Form for State Funded Projects** or in another manner as prescribed by the DEPARTMENT.
 - e. Maintain accurate and complete records of each Project's development of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for not less than three (3) years following acceptance of the final voucher on each Project.

- f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and also include an up-to-date project summary and schedule tracking payment requests and adjustments.
 - g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if due to action or inaction solely by the LOCALITY the project becomes ineligible for state reimbursement, or in the event the reimbursement provisions of Section 33.2-214 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of state law or regulations require such reimbursement.
 - h. On Projects that the LOCALITY is providing the required match to state funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
 - i. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of state-aid reimbursements
 - j. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
 - k. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
2. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
 - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
 - c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.

- d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable laws and regulations.
 - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
 4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.
 5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its cost exceeds the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
 6. Nothing in this agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
 7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
 8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between the either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing,

receive a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

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

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

THE LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to the project, this agreement is no longer applicable and shall be terminated. The LOCALITY and the DEPARTMENT mutually agree that they shall then enter into a Standard Project Administration Agreement for Federal-aid Projects.

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

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

The remainder of this page is BLANK

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

TOWN OF FRONT ROYAL, VIRGINIA:

Typed or printed name of signatory

Title

Date

Signature of Witness

Date

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

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Chief of Policy
Commonwealth of Virginia
Department of Transportation

Date

Signature of Witness

Date

Attachment

Appendix A – UPC 107228

Appendix A

Date: 1/22/2018

Project Number: 0002-112-R16 UPC: 107228 CFDA # N/A Locality: Town of Front Royal

Project Location ZIP+4: 22630-2150	Locality DUNS# 050390749	Locality Address (incl ZIP+4): 102 E MAIN ST FRONT ROYAL VA 22630-3337
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Project Narrative

Scope:	Criser Road Bridge Replacement
From:	Milepoint 1.18 on East Side of Bridge
To:	Milepoint 1.20 on West Side of Bridge
Locality Project Manager Contact info:	Carl J Hannigan, Jr. (540) 635-7819
Department Project Coordinator Contact Info:	Steve Damron (540) 332-7389

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$0	\$0	\$450,000	\$450,000
Estimated VDOT Project Expenses	\$0	\$0	\$0	\$0
Estimated Total Project Costs	\$0	\$0	\$450,000	\$450,000

Project Cost and Reimbursement

Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$0		0%	\$0	\$0	
				\$0	\$0	
				\$0	\$0	
Total PE	\$0			\$0	\$0	\$0
Right of Way & Utilities	\$0		0%	\$0	\$0	
				\$0	\$0	
				\$0	\$0	
Total RW	\$0			\$0	\$0	\$0
Construction	\$450,000	Revenue Sharing	50%	\$225,000	\$225,000	
				\$0	\$0	
				\$0	\$0	
Total CN	\$450,000			\$225,000	\$225,000	\$225,000
Total Estimated Cost	\$450,000			\$225,000	\$225,000	\$225,000

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)

\$225,000

Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)

\$225,000

Project Financing

Revenue Sharing State Match	Revenue Sharing Local Match					Aggregate Allocations
\$225,000	\$225,000					\$450,000

Program and Project Specific Funding Requirements

- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Revenue Sharing Program Guidelines.
- In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before **05/31/2018**.
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of \$225,000 (if applicable)
- The project will be constructed and maintained in accordance with VDOT's: Urban Manual
- All local funds included on this appendix have been formally committed by the local government's council resolution.
- This project has Revenue Sharing Program allocations. Per §33.2-357 the project must progress in order to prevent these funds from being de-allocated.
- Revenue Sharing Funds above consist of the following Fiscal Years:
 - FY 16 - \$450,000 (\$225,000 State Match, \$225,000 Local Match)

Authorized Locality Official and Date

Authorized VDOT Official and Date

Typed or printed name of person signing

Steven K. Damron
Typed or printed name of person signing

Criser Rd.
Bridge

RESOLUTION

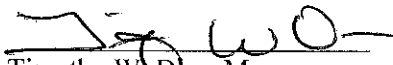
Granting Authority to Town Manager to Enter an Agreement with VDOT for Revenue Sharing Project for Criser Road Bridge Replacement

WHEREAS, Town Council approved the Virginia Department of Transportation (VDOT) Revenue Sharing Project that includes the Criser Road Bridge Replacement with a bike path and sidewalk access in FY16 in the estimated amount of \$450,000.00 with \$225,000.00 to be reimbursed by VDOT after completion of the project; and

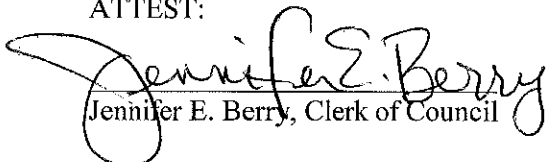
WHEREAS, VDOT has requested a Resolution by Town Council granting authority to the Town Manager to enter in the Revenue Sharing Agreement on the Town's behalf; and,

NOW, THEREFORE, IT BE RESOLVED by the Town Council of the Town of Front Royal to grant authority to the Town Manager to enter into an agreement with the Virginia Department of Transportation Revenue Sharing Project on the Criser Road Bridge Replacement on the Town's behalf.

APPROVED:


Timothy W. Darr, Mayor

ATTEST:


Jennifer E. Berry, Clerk of Council

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

Thomas H. Sayre ☒ Yes ☐ No

Bret W. Hrbek ☒ Yes ☐ No

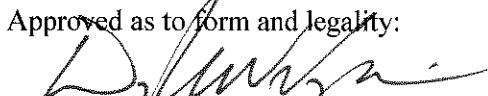
Hollis L. Tharpe ☒ Yes ☐ No

Eugene R. Tewalt ☒ Yes ☐ No

N. Shae Parker ☒ Yes ☐ No

Daryl L. Funk ☒ Yes ☐ No

Approved as to form and legality:


Douglas W. Napier, Town Attorney
Date: 10-29-2014

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Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 10

Meeting Date: March 12, 2018

Agenda Item: COUNCIL APPROVAL – Budget Transfer for Generator for Town Hall

Summary: Council is requested to approve a budget transfer in the amount of \$90,000 for the purchase of a 60-kw backup generator and uninterruptible power supply (UPS) combination for the Town Hall located at 102 E. Main Street

Budget/Funding: 9790-49999 – General Fund Contingencies <\$90,000.00>
4302-47009 – General Properties Building & Structures \$90,000.00

Attachments: None

Meetings: March 5, 2018

Staff Recommendation: Approval ✓ Denial _____

Proposed Motion: I move that Council approve a budget transfer in the amount of \$90,000 for the purchase of a 60-kw backup generator and UPS combination for the Town Hall located at 102 E. Main Street.

*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