TOWN COUNCIL WORK SESSION

Monday, April 16, 2018 @ 7:00pm

Town Hall Council Chambers

<u>TOWN/STAFF RELATED ITEMS</u>

1. Request to Use Stone from McKay Property for Blue Ridge Heritage Project – *Darryl Merchant* (5 m)
2. CDBG Update – *Director of Planning/Zoning* (15 minutes)
3. Ordinance Amendment to Town Code §134-21.1.C and 134-31.C. for Water and Sewer Rates Charged in Route 522 Corridor – *Town Attorney* (10 minutes)
4. Software Update to Utility Billing Package– *Director of IT* (10 minutes)
5. Criser Road Bridge Replacement Funding – *Director of Finance/Town Engineer* (10 minutes)
6. Royal Phoenix Northern Pump Station – *Director of Finance/Town Engineer* (15 minutes)

<u>COUNCIL/MAYOR RELATED ITEMS:</u>

7. Council Discussion/Goals *(time permitting)*

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Work Session

Work Session Agenda Form

Item # 1

DATE: April 16, 2018

AGENDA ITEM: Request to Use Stone from McKay Property for Blue Ridge Heritage Project

SUMMARY: Council has received a request from Darryl Merchant, Chairman of the Front Royal-Warren County Blue Ridge Heritage Project seeking approval of using foundation stones from the remains of the Robert McKay house (currently owned jointly by the Town of Front Royal and the County of Warren) for construction of a memorial chimney to be constructed as part of memorializing those families displaced by the creation of the Shenandoah National Park known at the Blue Ridge Heritage Project. Council approved a Resolution that approved the memorial site on Town-owned property for the Blue Ridge Heritage Project on October 23, 2017 The Board of Supervisors approved the request for the use of stone from the McKay house at their April 3, 2018 meeting.

Attached is Mr. Merchants letter of request; letter of approval from Warren County; Resolution

BUDGET/FUNDING: N/A

STAFF RECOMMENDATION: Staff is in favor of this request and see no issues with the use of the stones for this project.

Front Royal Warren County
BLUE RIDGE HERITAGE PROJECT
P.O. BOX 1508 – FRONT ROYAL, VIRGINIA 22630

09 April 2018

Mr. Joseph E. Waltz, Town Manager
Town of Front Royal
102 E. Main Street
Front Royal, Va. 22630

RE: Blue Ridge Heritage Project Memorial Site

Dear Mr. Waltz,

The Front Royal Warren County Chapter of the Blue Ridge Heritage Project is currently in the process of developing a memorial site at the location approved by the Town Council on 23 October 2017.

The memorial site will consist of a stone chimney (approx. 2'x 5'x 9' tall) with a 16' x 22' concrete patio with benches and an information kiosk. The memorial will contain the names of those families displaced by the creation of the Shenandoah National Park, as well as information regarding Front Royal/Warren County's history associated with the Park.

The committee is seeking to use the foundation stones from the remains of the Robert McKay house for construction of the memorial chimney. The repurposing of said stones would add a unique historical footnote for the monument. The kiosk would contain information regarding the donation and source of the material.

Thanks for considering this request.

Sincerely,

Darryl G. Merchant, Chairman
Front Royal Warren County Blue Ridge Heritage Project
540-683-6878

COUNTY OF WARREN

County Administrator's Office
Warren County Government Center
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630
Phone: (540) 636-4600
FAX: (540) 636-6066
Email: dstanley@warrencountyva.net

Douglas P. Stanley
County Administrator

April 4, 2018

Darryl Merchant, Chairman
Blue Ridge Heritage Project
P.O. Box 1508
Front Royal, Virginia 22630

RE: Use of Stone, Blue Ridge Heritage Project

Dear Mr. Merchant:

At its regular meeting of April 3, 2018, the Warren County Board of Supervisors approved the request of the Blue Ridge Heritage Project to utilize surplus stone from the rubble pile at the McKay House site for the construction of a memorial to recognize those landowners whose land was taken for the creation of Shenandoah National Park. Please be advised, this approval is subject to corresponding approval from the Front Royal Town Council.

Should you have any questions, please feel free to contact me by phone at (540) 636-4600 or via email at dstanley@warrencountyva.net.

Sincerely,

Douglas P. Stanley, AICP-ICMA-CM
County Administrator

EAM

CC: Joe Waltz, Town Manager

TOWN COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA

A RESOLUTION TO APPROVE THE FRONT ROYAL-WARREN COUNTY BLUE RIDGE HERITAGE PROJECT PROPOSED MEMORIAL SITE

WHEREAS, one of the visions of the Blue Ridge Heritage Project is to develop a monument site containing a memorial in each of the eight counties where land was acquired for the Shenandoah National Park, namely, Albemarle, Augusta, Greene, Madison, Page, Rappahannock, Rockingham, and Warren Counties; and

WHEREAS, another of the visions of the Blue Ridge Heritage Project, through its monuments and memorials, is to educate visitors about the lifestyles, crafts, music, and traditions, to reflect each county's particular culture in its community; and

WHEREAS, the Town of Front Royal desires to participate in the Blue Ridge Heritage Project, by contributing a site of Town-owned real property along and near the southern terminus of the Town's Happy Creek Trail, near the north side of Criser Road, between the Warren County-owned Burrell Brooks Park to the West and Happy Creek to the East, ultimately to be approximately 22 feet long by 16 feet wide of all-weather surface, containing benches, plus a paved pathway leading to this area, plus a flagpole, together with a stone chimney approximately five feet wide by nine feet tall, with a memorial historical plaque on one end, together with an information kiosk on the other end, with the Town agreeing to contribute to the maintenance and repair of the improvements thus described once said improvements have been constructed, completed and paid for by contributions from fund raising sources of the Blue Ridge Heritage Project ; and

WHEREAS, the Blue Ridge Heritage Project is a 501 © (3) non-profit organization for federal tax purposes.

This Resolution shall be effective immediately upon enactment.

****

APPROVED:

Hollis L. Tharpe, Mayor

Attest:

Jennifer E. Berry, CMC, Clerk of Council

Town Council Members:

John P. Connolly	yes	Gary Gillispie	yes
Jacob Meza	yes	William A. Sealock	yes
Christopher Morrison	absent	Eugene R. Tewalt	yes

This Resolution was enacted at the regular meeting of the Town Council held Oct 23rd, 2017.

Approved as to form and legality:

Douglas W. Napier

Douglas W. Napier, Town Attorney

Date: 10 / 23 / 17

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Work Session Agenda Form

Item # 2

DATE: April 16, 2018

Work Session

AGENDA ITEM: CDBG Update – Downtown Revitalization Project
Director of Planning & Zoning

SUMMARY: Staff will provide Town Council with an update on the CDBG process, including review of the revised budget, needed resolutions from Town Council, advertisements, and a general timeline moving forward towards signing a contract with the Virginia Department of Housing and Community Development for the $700,000 in funds awarded to the Town.

BUDGET/FUNDING: No change.

STAFF RECOMMENDATION: This agenda item is for information purposes only. Staff does recommend that the necessary resolutions be scheduled for the next available Town Council Meeting following the work session.

BUDGET LINE ITEM	TOTAL BUDGET	~~CDBG BUDGET (1MIL)~~	CDBG BUDGET (700K) DRAFT	TOWN BUDGET
ADMINISTRATION				
Execution of DHCD Contract	10,000.00	8,400.00	7,500.00	2,500.00
Execution of Project Contracts	10,000.00	12,400.00	10,000.00	0.00
Execution of Project Contract (Public Improvements)	3,000.00	4,000.00	3,000.00	0.00
Contract Monitoring (Mtgs & Financial Tracking for 24 Mos)	21,000.00	24,000.00	21,000.00	0.00
Construction Completion	10,500.00	12,400.00	10,500.00	0.00
Construction Completion (Public Improvements)	3,500.00	4,000.00	3,500.00	0.00
Achievement of Benefits (Monthly Reporting) (24 Mos @ $75 each)	1,700.00	1,800.00	1,700.00	0.00
Achievement of Benefits (Annual Reporting) (2 @ $400 each)	800.00	800.00	800.00	0.00
Satisfactory Compliance Reviews (2 @ 2,000 each)	4,000.00	4,000.00	4,000.00	0.00
Administrative Project Closeout	2,000.00	2,000.00	2,000.00	0.00
Labor Compliance	6,000.00	6,000.00	6,000.00	0.00
Workshops	1,500.00	0.00	0.00	1,500.00
Avertising	1,250.00	0.00	0.00	1,250.00
Legal	1,400.00	0.00	0.00	1,400.00
Deed of Trust Recordations	1,500.00	0.00	0.00	1,500.00
SUBTOTAL	*78,150.00*	*79,800.00*	*70,000.00*	*8,150.00*
ADMINISTRATION TOTAL	**78,150.00**	**~~79,800.00~~**	**70,000.00**	**8,150.00**
FAÇADE IMPROVEMENTS				
Architect/ Engineer/ Design	35,000.00	35,000.00	35,000.00	0.00
Inspection	0.00	0.00	0.00	0.00
Construction/Improvements	630,000.00	350,000.00	315,000.00	315,000.00
SUBTOTAL	*665,000.00*	*385,000.00*	*350,000.00*	*315,000.00*
FAÇADE IMPROVEMENT PROGRAM TOTAL	**665,000.00**	**385,000.00**	**350,000.00**	**315,000.00**
PHYSICAL IMPROVEMENTS				
Public Restroom & Drinking Fountain				
Engineering and Inspections	0.00	12,500.00	0.00	0.00
Labor	0.00	37,500.00	0.00	0.00
Material	0.00	75,000.00	0.00	0.00
Maintenance/Sustainability	0.00	0.00	0.00	0.00
Permitting	0.00	0.00	0.00	0.00
SUBTOTAL	*0.00*	*125,000.00*	*0.00*	*0.00*
Multi-Purpose Open Air Gathering Space				
Engineering and Inspections	0.00	25,000.00	0.00	0.00
Labor	0.00	37,500.00	0.00	0.00
Material	0.00	75,000.00	0.00	0.00
Maintenance/Sustainability	0.00	0.00	0.00	0.00
Permitting	0.00	0.00	0.00	0.00
SUBTOTAL	*0.00*	*137,500.00*	*0.00*	*0.00*
Town Plaza				
Engineering and Inspections	15,000.00		0.00	**15,000.00**
Labor	69,000.00		45,000.00	**24,000.00**
Material	109,500.00		85,000.00	**24,500.00**
Maintenance/Sustainability	5,000.00		0.00	5,000.00
Permitting	21,180.00		0.00	21,180.00
SUBTOTAL	*219,680.00*		*130,000.00*	*89,680.00*
Streetscape Improvement Planning & Design				
Engineering and Inspections	20,000.00	25,000.00	0.00	**20,000.00**
Labor *(crosswalks, trash cans, benches - refurbish)*	5,100.00	0.00	0.00	5,100.00
Material *(crosswalks, trash cans, benches - refurbish)*	3,400.00	0.00	0.00	3,400.00
Permitting	0.00	0.00	0.00	0.00
SUBTOTAL	*28,500.00*	*25,000.00*	*0.00*	*28,500.00*
Parking & Alley Improvements				
Engineering and Inspections	50,000.00	40,000.00	0.00	**50,000.00**
Labor	2,100.00	0.00	0.00	2,100.00
Murals	3,000.00	0.00	0.00	**3,000.00**
Material	1,400.00	0.00	0.00	1,400.00
SUBTOTAL	*56,500.00*	*40,000.00*	*0.00*	*56,500.00*
Royal Shenandoah Greenway - Criser Road Trail Link				
Engineering and Inspections	40,000.00	0.00	0.00	40,000.00
Labor	120,000.00	0.00	0.00	120,000.00
Material	230,000.00	0.00	0.00	230,000.00
Permitting	10,000.00	0.00	0.00	10,000.00
SUBTOTAL	*400,000.00*	*0.00*	*0.00*	*400,000.00*
PUBLIC IMPROVEMENTS TOTAL	**704,680.00**	**~~327,500.00~~**	**130,000.00**	**574,680.00**
SIGNAGE				
Engineering/ Design and Inspections	21,500.00	18,500.00	15,000.00	6,500.00
Labor	15,000.00	0.00	0.00	15,000.00
Material	132,000.00	137,500.00	120,000.00	**12,000.00**
Permitting	1,000.00	0.00	0.00	1,000.00
SUBTOTAL	*169,500.00*	*156,000.00*	*135,000.00*	*34,500.00*
SIGNAGE TOTAL	**169,500.00**	**~~156,000.00~~**	**135,000.00**	**34,500.00**
BRANDING & MARKETING				
Social Media & Digital Advertisements	4,000.00	15,000.00	4,000.00	0.00
Marketing Documents & Brochures	10,500.00	0.00	0.00	10,500.00
Website Strategy	11,000.00	0.00	11,000.00	0.00
Refurbish Brochure Racks	2,200.00	0.00	0.00	2,200.00
Visitor Center Update	16,700.00	16,700.00	0.00	16,700.00
Branded Campaigns	0.00	20,000.00	0.00	0.00
SUBTOTAL	*44,400.00*	*51,700.00*	*15,000.00*	*29,400.00*
BRANDING AND MARKETING TOTAL	**44,400.00**	**~~51,700.00~~**	**15,000.00**	**29,400.00**
TOTAL	**1,661,730.00**	**~~1,000,000.00~~**	**700,000.00**	**961,730.00**

VOID

VOID

Updated March 5, 2018 (JFC)

Fair Housing Certification

Regarding Use of Funds Provided by the VDHCD
through the CDBG Program: Front Royal Downtown Revitalization Project

Compliance with Title VIII of the Civil Rights Act of 1968

Whereas, the Town of Front Royal, Virginia has been offered and intends to accept federal funds authorized under the Housing and Community Development Act of 1974, and

Whereas, recipients of funding under the Acts are required to take action to affirmatively further fair housing;

Therefore, the Town agrees to take at least one action to affirmatively further fair housing each grant year, during the life of its project funded with Community Development Block Grant funds. The action taken will be selected from a list provided by the Virginia Department of Housing and Community Development.

____
Signature of Authorized Official

____
Date

Local Business and Employment Plan

Regarding Use of Funds Provided by the VDHCD
through the CDBG Program: Front Royal Downtown Revitalization Project

1. The **Town of Front Royal** designates as its Section 3 Business and Employment Project Area the Town of Front Royal and Warren County.

2. The **Town of Front Royal,** its contractors, and designated third parties shall in utilizing Community Development Block Grant (CDBG) funds utilize businesses and lower income residents of the Town in carrying out all activities, to the greatest extent feasible.

3. In awarding contracts for construction, non-construction, materials, and supplies the **Town of Front Royal** its contractors, and designated third parties shall take the following steps to utilize businesses which are located in or owned in substantial part by persons residing in the Town:

   (a) The **Town of Front Royal** shall identify the contracts required to conduct the CDBG activities.

   (b) The **Town of Front Royal** shall identify through various and appropriate sources including:

   Northern Virginia Daily

   the business concerns within the Town which are likely to provide construction contracts, non-construction contracts, materials, and services which will be utilized in the activities funded through the CDBG.

   (c) The identified contractors and suppliers shall be included on bid lists used to obtain bids, quotes or proposals for work or procurement contracts which utilize CDBG funds.

   (d) To the greatest extent feasible the identified business and any other project area business concerns shall be utilized in activities which are funded with CDBG funds.

4. The **Town of Front Royal** and its contractors and subcontractors shall take the following steps to encourage the hiring of lower income persons residing in the Town:

   (a) The **Town of Front Royal** in consultation with its contractors (including design professionals) shall ascertain the types and number of positions for both trainees and employees which are likely to be used to conduct CDBG activities.

   (b) The **Town of Front Royal** shall advertise through the following sources:

   Northern Virginia Daily

the availability of such positions with the information on how to apply.

(c) The **Town of Front Royal** its contractors, and subcontractors shall be required to maintain a record of inquiries and applications by project area residents who respond to advertisements, and shall maintain a record of the status of such inquires and applications.

(d) To the greatest extent feasible, the **Town of Front Royal** its contractors, and subcontractors shall hire lower income project area residents in filling training and employment positions necessary for implementing activities funded by the Community Development Block Grant (CDBG).

5. In order to document compliance with the above affirmative actions and Section 3 of the *Housing and Community Development Act of 1974, as amended*, the **Town of Front Royal** shall keep, and obtain from its contractors and subcontractors, *Registers of Contractors, Subcontractors and Suppliers* and *Registers of Assigned Employees* for all activities funded by the CDBG. Such listings shall be completed and shall be verified by site visits and employee interviews, crosschecking of payroll reports and invoices, and through audits if necessary.

Duly adopted at the regular meeting of the Front Royal Town Council on ___________, 20___

____

Signature of Authorized Official

Non-Discrimination Policy

The Town of Front Royal or any employee thereof will not discriminate against an employee or applicant for employment because of race, age, color, religion, sex, or national origin, disability or status as a protected veteran. Administrative and Personnel officials will take affirmative action to insure that this policy shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and selection for training.

Duly adopted at the regular meeting of the Front Royal Town Council on ___________, 20__.

____

Signature of Authorized Official

Residential Anti-Displacement and Relocation Assistance Plan

Regarding Use of Funds Provided by the VDHCD
through CDB Program: Front Royal Downtown Revitalization Project

The **Town of Front Royal** will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than as low/moderate income dwelling unit as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended. All replacement housing will be provided within three (3) years of the commencement of the demolition or rehabilitation relating to conversion.

Before obligating or expending funds that will directly result in such demolition or conversion, the **Town of Front Royal** will make public and advise the state that it is undertaking such an activity and will submit to the state, in writing, information that identifies:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy; and
7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the housing needs of low- and moderate- income households in the jurisdiction.

The **Town of Front Royal** will provide relocation assistance to each low/moderate – income household displace by the demolition of housing or by the direct result of assisted activities. Such assistance shall be that provided under Section 104 (d) of the *Housing and Community Development Act of 1974*, as amended, or the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, as amended.

The **Town of Front Royal** FY **_____** project includes the following activities:

Front Royal's Downtown Revitalization Project will improve the facades of deteriorating or dilapidated commercial buildings within the project area. A new public restroom and outdoor drinking fountain will be constructed. An Open Air Gathering Space will be constructed to serve as a venue for a variety of events. There are four alleys in the project area which have been designated for improvements. The Town will conduct a study to include 1) the feasibility of shortening existing streets; 2) closing and consolidating mixed parking areas to enhance visitor experience; 3) development of a concept plan and next steps for working with property owners, acquisition or purchasing easements to improve those areas. Artwork and murals will be added to alleyways. Five crosswalks within the project area will be repainted. Thirty-five (35) trash cans have been identified that require refurbishing, and thirty-one (31) benches require cleaning. The project will include design, construction, and installation of signage, including entrance features, wayfinding signage, directory boards and banners. The Downtown Revitalization Project will also include the development and implementation of a complete marketing strategy.

The activities as planned will not cause any displacement from or conversion of occupiable structures. As planned, the project calls for the use of existing right-of-way or easements to be purchased or the acquisition of tracts of land that do not contain housing. The **Town of Front Royal** will work with the grant management staff, engineers, project area residents, and the Department of Housing and Community Development to insure that any changes in project activities do not cause any displacement from or conversion of occupiable structures.

In all cases, an occupiable structure will be defined as a dwelling that meets local building codes or a dwelling that can be rehabilitated to meet code for $25,000 or less.

____

Signature of Authorized Official

____

Date

Grievance Procedure

Regarding Use of Funds Provided by the VDHCD
through CDBG Program: Front Royal Downtown Revitalization Project

The **Town of Front Royal**, Virginia has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the Department of Housing and Urban Development's (HUD) (24 CFR 8.53(b) implementing Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794). Section 504 states, in part, that "no otherwise qualified handicapped individual . . . shall solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. . . ."

Complaints should be addressed to:

____

(Name, title, office, address, telephone number)

who has been designated to coordinate Section 504 compliance efforts.

1. A complaint should be filed in writing or verbally contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

2. A complaint should be filed within _____ days after the complainant becomes aware of the alleged violation. (Processing of allegations of discrimination occurring before this grievance procedure was in place will be considered on a case-by-case basis.)

3. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by ______________________________ for the **Town of Front Royal**. These rules contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint. Under 24 CFR 8.53(b), the **Town of Front Royal** need not process complaints from applicants for employment or from applicants for admission to housing.

4. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by ________________________________and a copy forwarded to the complainant no later than _____ days after its filing.

5. The Section 504 coordinator shall maintain the files and records of the **Town of Front Royal** relating to the complaints filed.

6. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made within ___days to ________________________________.

7. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.

8. These rules shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and to assure that the Town of Front Royal complies with Section 504 and the HUD regulations.

Duly adopted at the regular meeting of the Front Royal Town Council on ___________, 20__.

____

Signature of Authorized Official

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Work Session Agenda Form

<u>Item # 3</u>

DATE: April 16, 2018

Work Session

AGENDA ITEM: AMENDMENTS TO TOWN CODE FOR WATER AND SEWER RATES CHARGED IN ROUTE 522 CORRIDOR

Summary : Following the statutory procedures set forth in Title 15.2, of the Code of Virginia regarding Voluntary Settlement Agreements, the Town of Front Royal, Virginia, a municipal corporation, (the "Town Council" or the "Town", as the case may be) and the County of Warren, Virginia, a political subdivision, (the "Board of Supervisors", or the "County", as the case may be), first entered into in 1998, and amended and finalized in 1999, entered into a Voluntary Settlement Agreement (the "Voluntary Settlement Agreement").

The purpose of the Voluntary Settlement Agreement was to facilitate development in the County so that the County could generate revenue to improve the County's Public School System. Commercial and industrial development of the North US Route 340/522 Corridor (defined as the "Corridor" in the Voluntary Settlement Agreement) (hereinafter the "Corridor") enabled the County to develop the tax base necessary to fund construction of new public high schools and middle schools.

In order to alleviate concern on the part of the Town Council that development in the Corridor would place businesses within the Town limits at a competitive disadvantage with businesses located in the Corridor, as businesses located in the Corridor would not have to pay Town taxes, the Town and County jointly obtained approval of the General Assembly to amend the Code of Virginia to allow the Town to provide public water and sanitary sewer utility services to industrial and commercial users outside the Town's boundaries and collect such compensation therefor as may be contracted for between the Town and such users. The Town thereupon implemented public utility contracts that included Payment In-Lieu of Taxes ("PILOT") fees from commercial public utility customers in the Corridor, with the intent of causing all businesses both inside and outside of the Town limits paying as closely to the same amounts towards their municipal water and sewer utility payments, as well as the equivalent of the total taxes commercial public utility customers would pay, as if they were located within the Town boundaries.

Users of Town water and sewer located in the Corridor therefore pay in-Town water and sewer rates, whereas users of Town water and sewer located outside the Corridor area pay double the in-Town water and sewer rates. These rates are reflected in the contracts for water and sewer services with the Town's out-of-Town utility customers, and these rates have also been reflected in the Corridor revenue sharing agreements the Town and County have reached, as reflected by the 2015 Memorandum of Agreement and in the Amended Voluntary Settlement Agreement that was just finalized. Unfortunately, for some reason, however, the Town Code was never amended to state the difference between the rates to be paid by Town utility customers located in the Corridor, and those located outside the Corridor. The Town Code currently now simply states: "*The rates for sanitary sewer service [water] usage furnished outside of the limits of the Town of Front Royal: one hundred percent (100%) more than the in-town rates as provided above.*" This has had the effect of confusing potential commercial customers looking to locate into the Corridor, and possibly discouraging them from locating there. These amendments into Town Code Section 134-22.1. C., relating to sewer, and 134-31.1. C., relating to water, is intended to rectify that.

Further, because the provision of water and sanitary sewer services are essential public services, they are required to be provided to all customers on a materially equal basis. For this reason, experience has shown that these utility contracts, including the PILOT (‘Payment-In-Lieu-Of-Taxes”) contracts, are best included as a model in the Town Code, so all potential customers in the Corridor know up front what to expect when negotiating with the Town and County to locate in the Corridor.

BUDGET/FUNDING: No adverse budget or funding effect upon the Town.

STAFF RECOMMENDATION: Approval of amendments to Town Code Section 134-22.1. C., relating to sanitary sewer service, and 134-31.1. C., relating to water service.

AN ORDINANCE TO ENACT TOWN CODE §134-21.1(C) PERTAINING TO SEWER SERVICE RATES OUTSIDE LIMITS OF THE TOWN OF FRONT ROYAL

134-21.1 SANITARY SEWER SERVICE RATES

C. The rates for sanitary sewer service usage furnished outside of the limits of the Town of Front Royal: (i) One hundred percent (100%) more than the in-town rates as provided above, for areas not in the "U.S. Routes 522/340 Corridor Area, or "Route 522 Corridor Area", or "Corridor Area", hereinafter, "Corridor Area", as described and defined in subparagraph (ii) below.

(ii) (a.) In the "Corridor Area", commercial users ("Users") of Town sanitary sewer service usage shall pay to the Town a rate for services equal to the charge to in-Town commercial/industrial sanitary sewer users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town's meals and lodging taxes, as hereinafter set forth) and license fees the User would pay to the Town if User's premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town, or "PILOT fees" ("Payments In Lieu of [Town] Taxes fees"). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town's meals [food and beverage] and lodging taxes), and license fees, whether ordinarily imposed directly on the User and paid to the Town, or indirectly on User's customers, collected by User and paid to the Town, as if User was located within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) taxes and Town lodging taxes. By February 1st each calendar year, User shall file with the Town a statement ("Statement") of User's previous year's taxes in the following categories: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes (excluding meals and lodging taxes collected); (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the Statement will be used to calculate an amount equivalent to what User's annual taxes or taxes collected and license fees would be if User were a Town resident or a Town business. This amount shall then be divided into twelfths and such resulting amount shall be added to User's monthly bill for services.

(b.) If a commercial User in the Corridor Area is new to Warren County, the information required in the Statement above shall be estimated by the Town for purposes of determining the User's rate for the first year of services.

(c.) The Corridor Area was originally described and defined in the "Amendment to an Agreement Between the County of Warren and the Town of Front Royal Regarding the Provision of Water and Sewer Service by the Town in the U.S. Route 522/340 North Corridor and the Assumption of Full Service Funding and Responsibility by the County of Fire/Rescue, Parks/Recreation Operations and Animal Control Services", dated August 9, 1999, and as further ratified by "Final Order Validating and Affirming Voluntary Settlement Agreement Between the Town of Front Royal and the County of Warren", said Order entered into by the Circuit Court of Warren County, Virginia, dated December 13, 1999, Case No.CL97000225. The Corridor Area originally is described and defined as being that area north of the corporate boundaries of the Town of Front Royal, in Warren County, on both sides of U.S. Routes 522/340 North, extending to Crooked Run on the West side of U.S. Routes 522/340 North to the tracks of the Norfolk and

Southern Railroad Company on the East side of U.S. Routes 522/340 North, and between the Interstate-66 Interchange to the South and State Route 661 (Fairgrounds Road) to the North. The Corridor Area has since been amended and expanded, by Voluntary Settlement Agreement between the Town of Front Royal and the County of Warren, to additionally include Crooked Run West, which contains current Warren County Tax Map Parcel Numbers 12 M 2 9 (11.22ac), 12 M 2 10 (2.33ac), 12 M 2 11 (53.93 ac), 12 M 2 12 (20.00 ac), 12 M 2 13 (30.43 ac), and 12 M 2 14 (29.94 ac), in total containing 147.85 acres, more or less, all of which are part of the Corridor Area.

(d.) Users in the Corridor Area, in order to use Town public water and sanitary sewer utility services, shall enter into with the Town, and be subject to, an Out-of-Town Water and Sewage Service Agreement which contains provisions for "payments in lieu of taxes" fees, or "PILOT Fee Agreement", which PILOT Fee Agreements shall be in substantially the following form:

TOWN OF FRONT ROYAL, VIRGINIA
<u>OUT-OF-TOWN WATER AND SEWAGE SERVICE AGREEMENT</u>
(Warren County Commercial/Industrial Freehold Users)

This Out-of-Town Water and Sewage Service Agreement ("Agreement"), is made this _____ day of ________________, 201___ , by and between the ***Town of Front Royal, Virginia*** *("Town") and __________________* ***LLC*** *("User"), owner of commercial/industrial property commonly known as Chick-fil-A, Store #_____, located in the County of Warren, Virginia, being the same property conveyed to User by deed recorded in Deed Book _______, Page_______, as instrument # _______, of the land records of the Warren County Circuit Court, and identified as Warren County Tax Map Parcel No. <u>12L 5</u> ("property").*

WHEREAS, the Town is authorized, pursuant to §§15.2-2119 and 15.2-2143 of the Code of Virginia, to operate outside of its boundaries, with the concurrence of the affected county, sewer services and water supply systems, and to contract for the use of such systems and services, and

WHEREAS, the Town operates sewer services and water supply systems outside of its boundaries and desires to contract to supply water and sewage services ("Services") to commercial and industrial users ("Users") located outside of its boundaries, and

WHEREAS, the County of Warren, Virginia, by separate agreement with the Town, concurs with the supplying of water and sewage services to such Users by the Town, and

WHEREAS, the User desires to obtain water and sewer services from the Town to its property via connection ("tap") to the Town's service mains ("service location"), and to enter into an agreement containing the terms and conditions for the supplying of Services which satisfies the contract requirements of Section 134.31 of the Code of the Town of Front Royal, Virginia.

NOW THEREFORE, in consideration of Town Work Order No.__________, incorporated herein by this reference, creating a service location for User, and of providing Services to User and/or such other good and valuable consideration, receipt of which is hereby acknowledged, User agrees to the following, which shall be binding upon User and User's successors in interest, lessees, and assigns:

1. SERVICE ACCOUNT AND DEPOSIT

Account

Upon execution of this Agreement, The Town's Department of Finance will open a service billing account ("Account") for User's service location and shall bill User for usage of Services supplied to such service location as determined by metering at User's master meter. If User has tenants using Services supplied via the same service location, User's usage shall be reduced by the usage of such tenants provided that each of such tenants have separate Accounts with Town, with usage determined by separate metering via separate tenant sub meters.

Deposit Amount

User shall pay to Town a deposit ("deposit") to secure payment for Services. For an existing commercial/industrial service location at the property, the deposit required for Town Services shall be an amount equal to the highest monthly bill for that service location during the preceding twelve months of Services, or Two Hundred and Fifty Dollars ($250.00), whichever is greater.

For a newly created commercial/industrial service location at the property, the Town's Department of Finance shall establish the required deposit at an amount estimated to equal to the User's anticipated average monthly bill for Services.

Payment of Deposit, Interest and Refunds

Payment of the deposit is due upon the earlier of the execution of the Town's service work order or the execution of this Agreement, and shall be held by Town in an interest-bearing account.

The deposit, plus any accrued interest, shall be refunded upon the closing of the Account in an amount equal to the deposit and accrued interest minus any amount deducted to satisfy User arrearages or other debts owing to the Town. Upon request of a refund, the Director of Finance shall first ensure that User does not have any debts owing to the Town. If the User is indebted to the Town, the Director of Finance will apply any refund toward satisfaction of these debts prior to the refund of any deposit balances to the User.

2. COMPLIANCE WITH LAW

User agrees to comply with all applicable ordinances of Town concerning Services, including, but not limited to, discharge standards, pretreatment of waste, connection fees, and agrees to accept all new rate schedules and fees that the Town Council of Town may from time to time establish and adopt.

3. OUT-OF–TOWN COMMERCIAL RATES AND FEES

User shall pay to the Town a rate for Services equal to the charge to in-Town commercial/industrial users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town's meals [food and lodging] and lodging taxes,) and license fees the User would pay to the Town if User's Premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town ("PILOT fees" or "Payments In Lieu of [Town] Taxes fees"). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town's meals [food and lodging] and lodging taxes, and hereinafter set forth) and license fees, whether ordinarily imposed directly on the User and paid to the Town, or indirectly on User's customers, collected by User and paid to the Town, as if User was within the Town. Such indirectly imposed taxes shall not include the Town meals (food and *beverage) tax and Town lodging tax. By February 1st each calendar year, User shall file with the Town a statement ("Statement") of User's previous year's taxes in the following categories as may apply to User: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes; (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the Statement will be used to calculate an amount equivalent to what User's annual taxes and license fees would be if User were a Town resident. This amount shall then be divided into twelfths and such resulting amount shall be added to User's monthly bill for services.*

If the User is new to doing business in Warren County, the information required in the Statement above shall be estimated by the Town for purposes of determining the User's rate for the first year of services.

4. VERIFICATION OF FEES

For three years, User shall keep sufficient records to enable the Town to verify the accuracy of Statements submitted by User and the correctness of rates and fees under this Agreement. All such records, books of account and other information required to be kept by any taxing authority ("Records") shall be open to inspection and examination by the Department of Finance of Town in order to allow the Town to determine compliance with the terms of this Agreement. The Town shall provide User with the option of having such audit conducted in a local business office of User where Records are maintained. In the event the Records are maintained outside Warren County, copies of the Records shall be sent to the Department of Finance upon written demand. The decision of the Town's Director of Finance shall be final in determining whether Statements comply with the terms of this Agreement.

5. PAYMENTS

Due Date – Interest, Fees and Charges

A. *User shall pay for water and sanitary sewer services provided by Town.*
B. *All payments on Accounts shall be due at Town's Department of Finance by the close of business within thirty (30) days of the date of billing. Accounts for which full payment is not received within thirty (30) days, are delinquent. The Director of Finance shall notify the User in writing of all such delinquencies. A late charge of two percent (2%) of the delinquent bill shall be charged to the delinquent Account.*
C. *If the Account remains delinquent for ten (10) days after the original notice, an additional service charge of $20.00 shall be charged to the Account and interest shall commence accruing at the rate of interest permitted on omitted taxes and assessments under the "Underpayment Rate" established pursuant to § 6621 (a) (2) of the Internal Revenue Code plus two percent.*
D. *If such owner does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within sixty (60) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply*

of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation.

E. *The User may contest the bill or notice of failure to comply with this Agreement by contacting the Town's Director of Finance who will schedule a hearing on the User's contest within a reasonable time not to exceed thirty (30) days. However, if a User only contests a portion of its bill, the uncontested portion shall be paid prior to the filing of any contest. No services shall be terminated prior to the date set by the Town for a contest hearing.*

F. *A service charge will be required to reconnect services on an Account that has had Services terminated for non-payment. If the reconnection occurs during normal business hours, the reconnection fee shall be $50.00. All other times, the reconnection fee shall be $100.00.*

G. *If the fees and charges charged for water service or the use and services of the Town's sewage disposal system by or in connection with User's Premises are not paid when due, the User shall, until such fees and charges are paid with such penalty and interest to the date of payment, cease to dispose of sewage or industrial waste originating from or on such real estate by discharge thereof directly or indirectly into the Town's sewage disposal system.*

H. *Such fees and charges, and any penalty and interest thereon, when unpaid as provided above, shall constitute a lien against the property, ranking on a parity with liens for unpaid taxes. A lien may be placed on the property by the Town when the owner of the Premises has been advised in writing that a lien may be placed upon the property if the owner of the Premises fails to pay any delinquent water and sewer charges when due as provided as above. Such written notice shall be provided at least 30 days in advance of recordation of any lien with a copy of the bill for delinquent water and sewer charges to allow the owner of the Premises a reasonable opportunity to pay the amount of the outstanding balance and avoid the recordation of a lien against the property. The lien may be in the amount of (i) up to the number of months of delinquent water or sewer charges when the water or sewer is, or both are, provided to the owner of the Premises; (ii) any applicable penalties and interest on such delinquent charges; and (iii) reasonable attorney fees and other costs of collection not exceeding 20 percent of such delinquent charges. In no case shall a lien for less than $25 be placed against the property.*

Place of Payment

Payments shall be made by: 1) mail to Department of Finance, 102 E. Main Street, P.O. Box 1560, Front Royal, Virginia 22630, 2) deposit at the deposit box in the rear of the Town Administration Building, 3) delivery in person at the Town Administration Building, or 4) delivery to a designated bank.

Allocation of Payments

User recognizes and accepts that during a delinquency in the payment for services, any subsequent payment received will be applied first against the most delinquent Account balance.

6. TERMINATION OF SERVICES FOR BREACH OR FAILURE TO PAY

Grounds for Termination of Service

Services may be terminated for User's failure to comply with any of the terms of this Agreement including failure to pay for services as agreed herein.

Notice

The Director will notify the User at User's billing address (____), in writing, of all delinquencies, failures to comply with the terms of this Agreement, imminent service termination, and the right to contest as set forth below. The foregoing notwithstanding, the Town reserves the right to terminate Services as provided by Section 134-43 of the Code of the Town of Front Royal, Virginia. Notice of imminent service termination may be posted on the door of the premise at the service location with the delinquent Account, unless User and Town have previously agreed in writing to a different arrangement as to such notice.

Disconnection of Service

If such owner does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within sixty (60) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation. Notwithstanding the foregoing, no services shall be terminated prior to the date set by the Town for a contest hearing as set forth in paragraph 5. E., above.

Conditions for Reconnection of Service

Once terminated, services shall not be restored to User until the outstanding balance (service fee(s), penalty, interest and reconnection fee(s)) for that service location is paid in full, unless the Director of Finance has approved other arrangements for payment in full.

7. RETURNED CHECK POLICY

If a check for payment on the Account is returned to the Town by its bank unpaid for any reason, the Director of Finance shall notify the User in the same manner as provided above. Unless payment in full, plus a $35.00 returned check service charge, is received by the Director by the close of business three days after the date of the notice, in addition to any rights allowed under State law, Services to the User's service location shall be terminated. If the User presents the Town with more than two (2) returned checks during any twelve (12) month period, payment by check, other than in the form of cashier's check or certified check, will no longer be accepted.

8. USE, INSTALLATION, AND INSPECTIONS

The User further agrees to the following conditions: (1) The User shall extend service via mains and/or laterals from the Town's existing mains, with no new main construction required by the Town; (2) Extension of mains and the easements necessary for their installation and maintenance may be required to be dedicated and conveyed to the Town, such facilities and real property interests shall be accepted into the Town's system when they meet such standards and requirements as the Town may determine; (3) The User shall secure any necessary easement(s) for extension of laterals, with the easement(s) to include a clause allowing the Town to inspect the lines as required to ensure proper maintenance; (4) All construction <u>must</u> meet the Town's water and/or sewer construction standards; (5) The User bears the total cost of all extension; (6) The User shall pay the in-town water and/or sewer connection tap fees. If the User violates any of these conditions, the Town may terminate Services after written notice to the User. The User may contest the Town's Notice of Default by contacting the Town Manager within five business days of the notice. The Town Manager will immediately schedule a hearing on the User's claim that he is not in default. If the User's challenge is not successful, Services will be terminated.

9. RIGHTS OF WAY / EASEMENTS

User agrees to execute and convey, upon request of Town, any and all rights of way and/or easements in favor of Town, in recordable form, necessary to perfect in Town the right to place, maintain and inspect any mains, laterals, lines, pipes, valves, meters and other infrastructure over, under and/or across the property necessary to supply and bill for water and sewage services to User and User's tenants, if any. User agrees to pay the filing fee(s) for the recordation of any such rights of way and/or easements in the Circuit Court for Warren County. Any such filing fees will be billed to User.

10. COMMISSION ON LOCAL GOVERNMENT

In the event that, by act of the Virginia General Assembly, decision of any court of competent jurisdiction, or for any other reason beyond the control of Town, the provisions of this Agreement for payments in lieu of taxes as a component of the out-of-town rate for services is determined to be illegal, ultra vires or unenforceable, the parties to this Agreement further agree that the Town may immediately terminate Services to the User unless the parties to this Agreement agree on a legally permitted substitute fee in place of a payment in lieu of Town taxes as set forth in this Agreement. In the event that no such legal substitute is available, the Town may terminate this Agreement without cost or liability.

11. REPRESENTATIONS

By signing below, the User represents and certifies that User has read and fully understands this Agreement having had an opportunity to consult with legal counsel, that User is the owner of the premises to which this Agreement relates, that User agrees to comply fully with the terms of this Agreement, and that the individual executing this Agreement on behalf of User is an authorized signatory hereto.

USER

By: ______________________________ DATE: _____/_______/_______
Member
Note: A certified corporate resolution, or equivalent, authorizing the above signatory to enter into this Agreement must accompany this Agreement.

STATE OF ______________________
COUNTY OF ________________, TO-WIT:

I, ___________________________________, a Notary Public in and for the State of ____________, do hereby certify that _______________________, whose name is signed to the foregoing Agreement, did this day personally appear and acknowledge the same before me in my State and County aforesaid.

Given under my hand this ____ day of ______________, 20___.

_____________________ ______________________
My Commission Expires Notary Public

TOWN OF FRONT ROYAL, VIRGINIA

By: ___________________________________ Approved as to form:
Town Manager

____
Town Attorney

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: ____/____/_____

AN ORDINANCE TO ENACT TOWN CODE §134-31.1(C) PERTAINING TO WATER SERVICE RATES OUTSIDE LIMITS OF THE TOWN OF FRONT ROYAL

134-31.1 WATER SERVICE RATES

C. The rates for water service usage furnished outside of the limits of the Town of Front Royal:
(i) One hundred percent (100%) more than the in-town rates as provided above, for areas not in the "U.S. Routes 522/340 Corridor Area, or "Route 522 Corridor Area", or "Corridor Area", hereinafter, "Corridor Area", as described and defined in subparagraph (ii) below.

(ii) (a.) In the "Corridor Area", commercial users ("Users") of Town water services shall pay to the Town a rate for services equal to the charge to in-Town commercial/industrial users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town's meals and lodging taxes, as hereinafter set forth) and license fees the User would pay to the Town if User's premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town, or "PILOT fees" ("Payments In Lieu of [Town] Taxes fees"). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town's meals [food and beverage] and lodging taxes), and license fees, whether ordinarily imposed directly on the User and paid to the Town, or indirectly on User's customers, collected by User and paid to the Town, as if User was located within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) taxes and Town lodging taxes. By February 1st each calendar year, User shall file with the Town a statement ("Statement") of User's previous year's taxes in the following categories: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes (excluding meals and lodging taxes collected); (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the Statement will be used to calculate an amount equivalent to what User's annual taxes or taxes collected and license fees would be if User were a Town resident or a Town business. This amount shall then be divided into twelfths and such resulting amount shall be added to User's monthly bill for services.

(b.) If a commercial User in the Corridor Area is new to Warren County, the information required in the Statement above shall be estimated by the Town for purposes of determining the User's rate for the first year of services.

(c.) The Corridor Area was originally described and defined in the "Amendment to an Agreement Between the County of Warren and the Town of Front Royal Regarding the Provision of Water and Sewer Service by the Town in the U.S. Route 522/340 North Corridor and the Assumption of Full Service Funding and Responsibility by the County of Fire/Rescue, Parks/Recreation Operations and Animal Control Services", dated August 9, 1999, and as further ratified by "Final Order Validating and Affirming Voluntary Settlement Agreement Between the Town of Front Royal and the County of Warren", said Order entered into by the Circuit Court of Warren County, Virginia, dated December 13, 1999, Case No.CL97000225. The Corridor Area originally is described and defined as being that area north of the corporate boundaries of the Town of Front Royal, in Warren County, on both sides of U.S. Routes 522/340 North, extending to Crooked Run on the West side of U.S. Routes 522/340 North to the tracks of the Norfolk and Southern Railroad Company on the East side of U.S. Routes 522/340 North, and between the Interstate-66 Interchange to the South and State Route 661 (Fairgrounds Road) to the North. The Corridor Area has since been amended and expanded, by Voluntary Settlement Agreement between the Town of Front Royal and the County of Warren, to additionally include Crooked Run West, which contains current Warren County Tax Map Parcel Numbers 12 M 2 9 (11.22ac), 12 M 2 10 (2.33ac), 12 M 2 11 (53.93 ac), 12 M 2 12 (20.00 ac), 12 M 2 13 (30.43 ac), and 12 M 2 14 (29.94 ac), in total containing 147.85 acres, more or less, all of which are part of the Corridor Area.

(d.) Users in the Corridor Area, in order to use Town public water and sewer utility services, shall enter into with the Town, and be subject to, an Out-of-Town Water and Sewage Service Agreement which contains provisions for "payments in lieu of taxes" fees, or "PILOT Fee Agreement", which PILOT Fee Agreements shall be in substantially the following form:

TOWN OF FRONT ROYAL, VIRGINIA
OUT-OF-TOWN WATER AND SEWAGE SERVICE AGREEMENT
(Warren County Commercial/Industrial Freehold Users)

*This Out-of-Town Water and Sewage Service Agreement ("Agreement"), is made this _____ day of ________________, 201___ , by and between the **Town of Front Royal, Virginia** ("Town") and __________________ **LLC** ("User"), owner of commercial/industrial property commonly known as Chick-fil-A, Store #_____, located in the County of Warren, Virginia, being the same property conveyed to User by deed recorded in Deed Book _______, Page_______, as instrument # _______, of the land records of the Warren County Circuit Court, and identified as Warren County Tax Map Parcel No. 12L 5 ("property").*

WHEREAS, the Town is authorized, pursuant to §§15.2-2119 and 15.2-2143 of the Code of Virginia, to operate outside of its boundaries, with the concurrence of the affected county, sewer services and water supply systems, and to contract for the use of such systems and services, and

WHEREAS, the Town operates sewer services and water supply systems outside of its boundaries and desires to contract to supply water and sewage services ("Services") to commercial and industrial users ("Users") located outside of its boundaries, and

WHEREAS, the County of Warren, Virginia, by separate agreement with the Town, concurs with the supplying of water and sewage services to such Users by the Town, and

WHEREAS, the User desires to obtain water and sewer services from the Town to its property via connection ("tap") to the Town's service mains ("service location"), and to enter into an agreement containing the terms and conditions for the supplying of Services which satisfies the contract requirements of Section 134.31 of the Code of the Town of Front Royal, Virginia.

NOW THEREFORE, in consideration of Town Work Order No.__________, incorporated herein by this reference, creating a service location for User, and of providing Services to User and/or such other good and valuable consideration, receipt of which is hereby acknowledged, *User agrees to the following, which shall be binding upon User and User's successors in interest, lessees, and assigns:*

1. SERVICE ACCOUNT AND DEPOSIT

Account

Upon execution of this Agreement, The Town's Department of Finance will open a service billing account ("Account") for User's service location and shall bill User for usage of Services supplied to such service location as determined by metering at User's master meter. If User has tenants using Services supplied via the same service location, User's usage shall be reduced by the usage of such tenants provided that each of such tenants have separate Accounts with Town, with usage determined by separate metering via separate tenant sub meters.

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For a newly created commercial/industrial service location at the property, the Town's Department of Finance shall establish the required deposit at an amount estimated to equal to the User's anticipated average monthly bill for Services.

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The deposit, plus any accrued interest, shall be refunded upon the closing of the Account in an amount equal to the deposit and accrued interest minus any amount deducted to satisfy User arrearages or other debts owing to the Town. Upon request of a refund, the Director of Finance shall first ensure that User does not have any debts owing to the Town. If the User is indebted to the Town, the Director of Finance will apply any refund toward satisfaction of these debts prior to the refund of any deposit balances to the User.

2. COMPLIANCE WITH LAW

User agrees to comply with all applicable ordinances of Town concerning Services, including, but not limited to, discharge standards, pretreatment of waste, connection fees, and agrees to accept all new rate schedules and fees that the Town Council of Town may from time to time establish and adopt.

3. OUT-OF–TOWN COMMERCIAL RATES AND FEES

User shall pay to the Town a rate for Services equal to the charge to in-Town commercial/industrial users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town's meals [food and lodging] and lodging taxes,) and license fees the User would pay to the Town if User's Premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town ("PILOT fees" or "Payments In Lieu of [Town] Taxes fees"). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town's meals [food and lodging] and lodging taxes, and *hereinafter set forth) and license fees, whether ordinarily imposed directly on the User and paid to the Town, or indirectly on User's customers, collected by User and paid to the Town, as if User was within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) tax and Town lodging tax. By February 1st each calendar year, User shall file with the Town a statement ("Statement") of User's previous year's taxes in the following categories as may apply to User: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes; (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the Statement will be used to calculate an amount equivalent to what User's annual taxes and license fees would be if User were a Town resident. This amount shall then be divided into twelfths and such resulting amount shall be added to User's monthly bill for services.*

If the User is new to doing business in Warren County, the information required in the Statement above shall be estimated by the Town for purposes of determining the User's rate for the first year of services.

4. VERIFICATION OF FEES

For three years, User shall keep sufficient records to enable the Town to verify the accuracy of Statements submitted by User and the correctness of rates and fees under this Agreement. All such records, books of account and other information required to be kept by any taxing authority ("Records") shall be open to inspection and examination by the Department of Finance of Town in order to allow the Town to determine compliance with the terms of this Agreement. The Town shall provide User with the option of having such audit conducted in a local business office of User where Records are maintained. In the event the Records are maintained outside Warren County, copies of the Records shall be sent to the Department of Finance upon written demand. The decision of the Town's Director of Finance shall be final in determining whether Statements comply with the terms of this Agreement.

5. PAYMENTS

<u>Due Date – Interest, Fees and Charges</u>

A. User shall pay for water and sanitary sewer services provided by Town.
B. All payments on Accounts shall be due at Town's Department of Finance by the close of business within thirty (30) days of the date of billing. Accounts for which full payment is not received within thirty (30) days, are delinquent. The Director of Finance shall notify the User in writing of all such delinquencies. A late charge of two percent (2%) of the delinquent bill shall be charged to the delinquent Account.
C. If the Account remains delinquent for ten (10) days after the original notice, an additional service charge of $20.00 shall be charged to the Account and interest shall commence accruing at the rate of interest permitted on omitted taxes and assessments under the "Underpayment Rate" established pursuant to § 6621 (a) (2) of the Internal Revenue Code plus two percent.
D. If such owner does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within sixty (60) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health

certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation.

E. *The User may contest the bill or notice of failure to comply with this Agreement by contacting the Town's Director of Finance who will schedule a hearing on the User's contest within a reasonable time not to exceed thirty (30) days. However, if a User only contests a portion of its bill, the uncontested portion shall be paid prior to the filing of any contest. No services shall be terminated prior to the date set by the Town for a contest hearing.*

F. *A service charge will be required to reconnect services on an Account that has had Services terminated for non-payment. If the reconnection occurs during normal business hours, the reconnection fee shall be $50.00. All other times, the reconnection fee shall be $100.00.*

G. *If the fees and charges charged for water service or the use and services of the Town's sewage disposal system by or in connection with User's Premises are not paid when due, the User shall, until such fees and charges are paid with such penalty and interest to the date of payment, cease to dispose of sewage or industrial waste originating from or on such real estate by discharge thereof directly or indirectly into the Town's sewage disposal system.*

H. *Such fees and charges, and any penalty and interest thereon, when unpaid as provided above, shall constitute a lien against the property, ranking on a parity with liens for unpaid taxes. A lien may be placed on the property by the Town when the owner of the Premises has been advised in writing that a lien may be placed upon the property if the owner of the Premises fails to pay any delinquent water and sewer charges when due as provided as above. Such written notice shall be provided at least 30 days in advance of recordation of any lien with a copy of the bill for delinquent water and sewer charges to allow the owner of the Premises a reasonable opportunity to pay the amount of the outstanding balance and avoid the recordation of a lien against the property. The lien may be in the amount of (i) up to the number of months of delinquent water or sewer charges when the water or sewer is, or both are, provided to the owner of the Premises; (ii) any applicable penalties and interest on such delinquent charges; and (iii) reasonable attorney fees and other costs of collection not exceeding 20 percent of such delinquent charges. In no case shall a lien for less than $25 be placed against the property.*

Place of Payment

Payments shall be made by: 1) mail to Department of Finance, 102 E. Main Street, P.O. Box 1560, Front Royal, Virginia 22630, 2) deposit at the deposit box in the rear of the Town Administration Building, 3) delivery in person at the Town Administration Building, or 4) delivery to a designated bank.

Allocation of Payments

User recognizes and accepts that during a delinquency in the payment for services, any subsequent payment received will be applied first against the most delinquent Account balance.

6. TERMINATION OF SERVICES FOR BREACH OR FAILURE TO PAY

Grounds for Termination of Service

Services may be terminated for User's failure to comply with any of the terms of this Agreement including failure to pay for services as agreed herein.

Notice

The Director will notify the User at User's billing address (____), in writing, of all delinquencies, failures to comply with the terms of this Agreement, imminent service termination, and the right to contest as set forth below. The foregoing notwithstanding, the Town reserves the right to terminate Services as provided by Section 134-43 of the Code of the Town of Front Royal, Virginia. Notice of imminent service termination may be posted on the door of the premise at the service location with the delinquent Account, unless User and Town have previously agreed in writing to a different arrangement as to such notice.

Disconnection of Service

If such owner does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within sixty (60) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation. Notwithstanding the foregoing, no services shall be terminated prior to the date set by the Town for a contest hearing as set forth in paragraph 5. E., above.

Conditions for Reconnection of Service

Once terminated, services shall not be restored to User until the outstanding balance (service fee(s), penalty, interest and reconnection fee(s)) for that service location is paid in full, unless the Director of Finance has approved other arrangements for payment in full.

7. RETURNED CHECK POLICY

If a check for payment on the Account is returned to the Town by its bank unpaid for any reason, the Director of Finance shall notify the User in the same manner as provided above. Unless payment in full, plus a $35.00 returned check service charge, is received by the Director by the close of business three days after the date of the notice, in addition to any rights allowed under State law, Services to the User's service location shall be terminated. If the User presents the Town with more than two (2) returned checks during any twelve (12) month period, payment by check, other than in the form of cashier's check or certified check, will no longer be accepted.

8. USE, INSTALLATION, AND INSPECTIONS

The User further agrees to the following conditions: (1) The User shall extend service via mains and/or laterals from the Town's existing mains, with no new main construction required by the Town; (2) Extension of mains and the easements necessary for their installation and maintenance may be required to be dedicated and conveyed to the Town, such facilities and real property interests shall be accepted into the Town's system when they meet such standards and requirements as the Town may determine; (3) The User shall secure any necessary easement(s) for extension of laterals, with the easement(s) to include a clause allowing the Town to inspect the lines as required to ensure proper maintenance; (4) All construction must meet the Town's water and/or sewer construction standards; (5) The User bears the total cost of all extension; (6) The User shall pay the in-town water and/or sewer connection tap fees. If the User violates any of these conditions, the Town may terminate Services after written notice to the User. The User may contest the Town's Notice of Default by contacting the Town Manager within five business days of the notice. The Town Manager will immediately schedule a hearing on the User's claim that he is not in default. If the User's challenge is not successful, Services will be terminated.

9. RIGHTS OF WAY / EASEMENTS

User agrees to execute and convey, upon request of Town, any and all rights of way and/or easements in favor of Town, in recordable form, necessary to perfect in Town the right to place, maintain and inspect any mains, laterals, lines, pipes, valves, meters and other infrastructure over, under and/or across the property necessary to supply and bill for water and sewage services to User and User's tenants, if any. User agrees to pay the filing fee(s) for the recordation of any such rights of way and/or easements in the Circuit Court for Warren County. Any such filing fees will be billed to User.

10. COMMISSION ON LOCAL GOVERNMENT

In the event that, by act of the Virginia General Assembly, decision of any court of competent jurisdiction, or for any other reason beyond the control of Town, the provisions of this Agreement for payments in lieu of taxes as a component of the out-of-town rate for services is determined to be illegal, ultra vires or unenforceable, the parties to this Agreement further agree that the Town may immediately terminate Services to the User unless the parties to this Agreement agree on a legally permitted substitute fee in place of a payment in lieu of Town taxes as set forth in this Agreement. In the event that no such legal substitute is available, the Town may terminate this Agreement without cost or liability.

11. REPRESENTATIONS

By signing below, the User represents and certifies that User has read and fully understands this Agreement having had an opportunity to consult with legal counsel, that User is the owner of the premises to which this Agreement relates, that User agrees to comply fully with the terms of this Agreement, and that the individual executing this Agreement on behalf of User is an authorized signatory hereto.

USER

By: _____________________________   DATE: _____/_______/_______
Member
Note: A certified corporate resolution, or equivalent, authorizing the above signatory to enter into this Agreement must accompany this Agreement.
STATE OF ______________________
COUNTY OF ________________, TO-WIT:

I, __________________________________, a Notary Public in and for the State of ____________, do hereby certify that _______________________, whose name is signed to the foregoing Agreement, did this day personally appear and acknowledge the same before me in my State and County aforesaid.

Given under my hand this ____ day of _____________, 20___.

_____________________   ______________________
My Commission Expires   Notary Public

TOWN OF FRONT ROYAL, VIRGINIA

By: __________________________________   Approved as to form:
Town Manager

____
Town Attorney

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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Work Session

Work Session Agenda Form

Item # 4

DATE: January 2, 2018

AGENDA ITEM: Software Update to Utility Billing Package

SUMMARY:

In an effort to prepare for future AMI integration, a software update to our utility billing package is necessary. The update will take 3 to 6 months to fully integrate. This will also update several software tools that are "end of life" that the finance department uses regularly.

BUDGET/FUNDING:

Original cost of the project was $231,035. After months of negotiations the final project cost is $137,435.

9417 R47001 Funding set aside in budget for AMI project.

STAFF RECOMMENDATION:

Staff recommends purchasing the software update.

Add-On Quote

Quote Number: Q-00000896 **Valid Until: 06/30/18**

Quote Prepared For:
BJ Wilson, Management Analyst
Town of Front Royal
P.O. BOX 1560
FRONT ROYAL, VA, 22630
(540) 635-7799

Quote Prepared By:
Chris McAtee, Client Success Executive
Superion
1000 Business Center Drive
Lake Mary, FL 32746
Phone: (800) 727-8088 Fax: (407) 304-3301
chris.mcatee@superion.com

Date: 04/03/18

Thank you for your interest in Superion and our software and services solutions. Please review the below quote and feel free to contact Chris McAtee with any questions.

License Fees & Maintenance

Product Name	Quantity	License Fee	Maintenance
PLUS Community Workflow Center	1	$1,210.00	$210.01
Total		**$1,210.00**	**$210.01**

Third-Party License Fees & Maintenance

Product Name	Quantity	License Fee	Maintenance
AnalyticsNOW	1	$20,500.00	$3,280.00
Total		**$20,500.00**	**$3,280.00**

Professional Services
Installation & Configuration

Product Name	Amount
UB 18.x Installation	$700.00
PLUS 5.1 Installation	$700.00
Workflow Installation	$525.00
Total	**$1,925.00**

Development & Conversion

Product Name	Amount
UB 18.x custom retrofits	$137,000.00
Total	**$137,000.00**

Training

Product Name	Amount
UB 18.x Training	$1,280.00
Workflow Training	$1,280.00
Total	**$2,560.00**

Project Management

Product Name	Amount
AnalyticsNOW Superion Professional Services	$1,280.00
Project Management	$6,400.00
Total	**$7,680.00**

Total Professional Services	**$149,165.00**

Third-Party Professional Services
Installation & Configuration

Product Name	Amount
AnalyticsNOW Services	$2,800.00
Total	**$2,800.00**

Training

Product Name	Amount
AnalyticsNOW Services	$9,000.00
Total	**$9,000.00**

Total Third-Party Professional Services	**$11,800.00**

Summary

Product/Service		Amount	
License Fees		$1,210.00	
Professional Services		$149,165.00	
	Subtotal		**$150,375.00**
Third-Party License Fees		$20,500.00	
Third-Party Professional Services		$11,800.00	
	Subtotal		**$32,300.00**
Services Discounts			$37,000.00
Third Party License/Subscription Fee Discount			$8,240.00
Total			**$137,435.00**
Net Maintenance			$210.01
Net Third-Party Maintenance			$3,280.00

See Product notes in the Additional Information Section

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:
License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by Superion in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

Superion Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which Superion is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time Superion receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by Superion will renew automatically at then-prevailing rates until such time Superion receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Additional Terms:
This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by Superion and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses may be in addition to the prices quoted above and shall be governed by the Superion Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which Superion delivers, F.O.B. Superion's place of shipment, the Component Systems to Customer.

The Superion application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by Superion to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). Superion makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, Superion reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to Superion at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to Superion's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses

BJ Wilson, Management Analyst
Town of Front Royal

Authorized Signature: ____ **Printed Name**: ______________________________________

Date: _________________________

Additional Information Section
Product Notes:

AnalyticsNOW: An enterprise license coupled with metadata links developed specifically for the NaviLine, PLUS and TRAKiT suites of applications. An unlimited number of users can develop or use reports, or utilize dashboards. Project management performed by Superion.
Package includes:
(1) Administrator License - Ensures full integration with Active Directory, allows for easy administration of the reporting environment.
Report Authoring - Allows both novice and advanced users to create sophisticated reports using an easy-to-use drag-and-drop interface along with powerful data transformation tools.
Dashboards - Allows end-users of all capabilities to easily create powerful dashboards through a drag-and-drop interface and human-readable metadata dictionary.
Data Modules – Allows end-users to create custom data sources (3rd party or other external data) that augment internal data and can be used to create reports as well as dashboards
(1) Framework Manager - Enables data modelers to integrate non-Superion data sources to provide reporting across your entire organization.

AnalyticsNOW Superion Professional Services: Project Management performed by Superion.

AnalyticsNOW Services: Installation delivered remotely or on-site. Administrator training delivered remotely. End-user training delivered on-site.

Installation services include 8 hours for the following:
-Creating a single sever Cognos Production environment on a Windows based server provided by, installed and configured by the customer
-Installing BI Analytics software
-Performing initial configuration
-Connecting to the legacy data.

Training includes 40 hours as follows:
- 8 Hours Administrator Training (maximum of 4 students)
- 4 Hours of navigation training for users utilizing reports others have written (Two 2 hour sessions; maximum of 10 students per session)
- 4 Hours of Dashboard training (maximum of 10 students)
- 8 Hours of report authoring training for users who write non-complex reports (maximum of 10 students)
-16 Hours advanced report authoring training for users who write complex reports (maximum of 10 students)

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Work Session Agenda Form Item # 5

DATE: 4/16/18

Work Session

AGENDA ITEM: Criser Road Bridge Replacement Funding

SUMMARY:

The Town held a bid opening on Tuesday, April 10, 2018 for the Criser Road Bridge Replacement Project. The Town posted the bid on the Town's website and the Commonwealth of Virginia's purchasing website, as well as mailed out four invitations for bid. The Town received back responses with the lowest being $986,075.00 from Archer Western Construction LLC.

There are currently $561,491.65 of Town funds budgeted for the project that have been carried over from previous years and $225,000.00 approved from V-DOT revenue sharing. Town Council will need to provide staff direction regarding additional funding in the amount of $199,583.35 and approval to award the bid before staff can move forward with the project.

BUDGET/FUNDING:

4500 – R47962	Highway Maintenance Bridge Repairs	$292,552.65	PO#28489
4500 – R47926	Highway Maintenance Criser Road Bridge	$268,939.00	PO#28283
	Total Carried Over Town Funding -	$561,491.65	
	V-DOT Revenue Sharing -	$225,000.00	
	Total Available Funding -	**$786.491.65**	
	Additional Funding Required -	**$199,583.35**	

STAFF RECOMMENDATION:

Staff recommends for Town Council to approve a budget amendment to withdraw $199,583.35 from general fund balance and transfer to the street fund to fund this project. The general fund has approximately $1.5 million in fund balance that exceeds the three-month reserves. If the additional funds were to be funded from general fund balance the remaining general fund balance exceeding the three-month reserve level would be approximately $1.3 million.

Town of Front Royal

Engineering

MEMORANDUM

TO: BJ Wilson, Finance Director

FROM: Robert Brown, Town Engineer

DATE: April 11, 2018

SUBJECT: Recommendation of Award for Criser Road Bridge Replacement

I have reviewed the bid documents submitted for this ITB from each bidder and I recommend that we move forward with awarding the contract to the low bidder, Archer Western at the cost of $986,075.00, pending approval by Town Council and appropriation of funding.

If you have any questions or need any further information, just let me know.

Thanks,
Robert Brown

TOWN OF FRONT ROYAL, VIRGINIA

Quotation Tabulation

Item: Criser Road Bridge Replacement Rebid | **Quotation #1**

Date: April 10, 2018 | **Mailed : 4** | **Replied 3**

	Vendor Quotation			
	Archer Western Construction LLC Chevy Chase, MD	Fielder's Choice Enterprises Incf Troy, Virginia	Wagman Heavy Civil Inc Dinwiddie, VA	
QUANTITY				
1 Replacement of Criser Road Bridge	$ 986,075.00	$ 1,198,529.00	$ 1,402,942.35	
TOTAL QUOTATION	$ 986,075.00	$ 1,198,529.00	$ 1,402,942.35	$ -

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

Witness | **Witness** | **Purchasing Agent**

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Work Session Agenda Form Item # 6

DATE: 4/16/18

Work Session

AGENDA ITEM: Royal Phoenix Northern Pump Station

SUMMARY:

The Town held a bid opening on Tuesday, April 3, 2018 for the Royal Phoenix Northern Sewer Pump Station. The Town posted the bid on the Town's website and the Commonwealth of Virginia's purchasing website, as well as mailed out 33 invitations for bid. The Town received back four responses with the lowest being $469,381.92 from G B Foltz Contracting Inc.

There are currently no funds budgeted for the project. Town Council will need to approve funding and approve to award the bid before staff can move forward with the project.

BUDGET/FUNDING:

9801-3888888	Waste Water Treatment Plant Appropriated Funds Forward	$469,381.92
9801-47009	Waste Water Treatment Plant Building & Structures	$469,381.92

STAFF RECOMMENDATION:

Staff recommends for Town Council to approve a budget amendment to withdraw $469,381.92 from sewer fund balance to fund this project. The sewer fund has approximately $1.2 million in fund balance that exceeds the three-month reserves. If the project were to be funded from sewer fund balance the remaining sewer fund balance exceeding the three-month reserve level would be approximately $730,000.

Town of Front Royal

Engineering

MEMORANDUM

TO: BJ Wilson, Finance Director

FROM: Robert Brown, Town Engineer

DATE: April 10, 2018

SUBJECT: Recommendation of Award for Royal Phoenix North Pump Station

I have reviewed the bid documents submitted for this ITB from each bidder and I recommend that we move forward with awarding the contract to the low bidder, G B Foltz at the cost of $469,381.92, pending approval by Town Council and appropriation of funding.

If you have any questions or need any further information, just let me know.

Thanks,
Robert Brown

TOWN OF FRONT ROYAL, VIRGINIA

Quotation Tabulation

Item: Royal Phoenix Northern Pump Station **Quotation #7**

Date: April 3, 2018 **Mailed : 33** **Replied 4**

	Vendor Quotation			
	G B Foltz Contracting Inc Mt Jackson, Va	Lantz Construction Company of Winchester Winchester, Va.	Waco Inc Sandston, Va.	Bushong Contracting Corporation Woodstock, Va.
QUANTITY	**QUOTATION**	**QUOTATION**	**QUOTATION**	**QUOTATION**
1 Royal Phoenix Northern Pump Station	$ 469,381.92	$ 516,521.00	$ 771,530.00	$ 930,303.00
TOTAL QUOTATION	$ 469,381.92	$ 516,521.00	$ 771,530.00	$ 930,303.00

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

Witness

Witness

Purchasing Agent

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