REGULAR TOWN COUNCIL MEETING

Monday, November 26, 2018 @ 7:00pm
Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of the Regular Council Meeting minutes of November 13, 2018
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
   a. Report of special committees or Town officials and Town Manager
      *** Report from Northern Shenandoah Valley Regional Commission – Brandon Davis**
   b. Requests and inquiries of Council members.
   c. Report of the Mayor
   d. Proposals for addition/deletion of items to the Agenda.

7. **CONSENT AGENDA ITEMS** – (**ROLL CALL VOTE REQUIRED)**
   A. COUNCIL APPROVAL – Renewal of Lease Agreement with Betty Foster – 130 E Main Street
   B. COUNCIL APPROVAL – Amendment to Lease Agreement with T-Mobile
   C. COUNCIL APPROVAL – Bid for Concrete
   D. COUNCIL APPROVAL – HEPTAD Request for 1-year Extension to Submit Dev Plan

8. **COUNCIL APPROVAL** – Proclamation for Michael Ryan Ramey Day

9. **COUNCIL APPROVAL** – Amendment to the FY2019 Budget Concerning a List of Outstanding Purchase Orders that Need to be Carried Forward *(2nd Reading)*

10. **COUNCIL RE-APPOINTMENT** – Urban Forestry Advisory Board (UFAC)

11. **COUNCIL APPOINTMENT –** NSVRC Elected Representative

12. **COUNCIL APPROVAL** – Budget Amendment for the Purchase of a Refuse Truck and a Resolution for the Financing Associated with the Purchase

13. **COUNCIL APPROVAL** - Resolution to Authorize IDA Issuance of Revenue Bonds for Financing for Royal Arms Community Partners, LP to Rehabilitate Housing Complex Buildings at 401 E Criser Road.

14. **COUNCIL APPROVAL** – Resolution Regarding Town's Finances with EDA

7A

Town of Front Royal, Virginia
Council Agenda Statement

Item No. 7(A)

Meeting Date: November 26, 2018

Agenda Item: COUNCIL APPROVAL – Renewal of Lease Agreement with Betty Foster at 130 E Main Street

Summary: Council is requested to approve the renewal of a five-year Lease Agreement with Betty Foster, 130 E Main Street for a parking space at the rear and adjacent to her residence at 130 E Main Street and in the Town's Peyton Street Parking Lot, as presented.

Budget/Funding: 1000-3150202 General Fund Rental-General Property

Attachments: Renewed Lease Agreement

Meetings: Work Session held November 13, 2018

Staff Recommendation: Approval ✓ Denial_____

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

Proposed Motion: **I move that Town Council approve the renewal of a five-year Lease Agreement with Betty Foster, 130 E Main Street for a parking space at the rear and adjacent to her residence at 130 E Main Street and in the Town's Peyton Street Parking Lot, as presented. I further move that Council authorize the Town Manager/Town Attorney to execute all necessary documents.**

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JW

LEASE RENEWAL AGREEMENT

THIS LEASE RENEWAL AGREEMENT, is made and entered into this _____ day of _____, 2018, by and between the **TOWN OF FRONT ROYAL, VIRGINIA,** a municipal corporation, hereinafter referred to as the "Town", and **BETTY FOSTER**, hereinafter referred to as the "Lessee".

W I T N E S S E T H :

WHEREAS, on January 18, 2007, Fred Foster, who had a business on East Main Street in Front Royal and lived with his wife, Betty Foster in a residence above his business, entered into a Lease Agreement with the Town to lease the hereinafter described real estate, a parking space for the residence, for a period of five (5) years to end on December 31, 2012.

WHEREAS, on January 1, 2013, Betty Foster, surviving spouse of Fred Foster, entered into a Lease Agreement with the Town to lease the hereinafter described real estate for a period of five (5) years to end on December 31, 2018.

WHEREAS, the parties hereto wish to renew said lease under the same terms and conditions, except as otherwise provided for herein, for additional consecutive terms of five (5) years each.

That for and in consideration of the sum of **TWENTY-FIVE AND NO/100 DOLLARS ($25.00) per annum,** paid by the Lessee to the Town of Front Royal, the parties do hereby agree as follows:

1. PREMISES - The Town agrees to lease to the Lessee a certain parking space, located in the Town's parking lot immediately adjacent to the Lessee's home, and more particularly described in a sketch attached hereto, for the exclusive use of the Lessee.

2. TERM OF LEASE - The term of the Lease is for a period of **FIVE (5) years**, commencing on the **1st day of January 2019**, and ending on the **31st day of December 2024**.

3. PAYMENT OF RENT - Lessee shall pay to the Town of Front Royal an annual rental payment of $25.00. The rental payment shall be paid in advance beginning on the 1st day of January 2019 and on an annual basis thereafter for the term of this Lease and any extensions hereunder.

4. TRAFFIC CONTROL - The Lessee shall be responsible for effectively cordoning off of the area permitted herein so as to effectively prevent other vehicles from utilizing the space. Access for Town and emergency vehicles shall not be impeded by this Lease, and shall be permitted at all times.

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

6. USE OF PREMISES - The Lessee shall not assign this Lease or sublet the premises. The Lessee shall not permit or allow any dangerous practice or hazardous condition to occur on the premises, shall not violate any State, Federal, or local law concerning the use of the premises, or permit any illegal activity to occur thereon. The Lessee shall not create or allow any nuisance to be or remain upon the premise.

7. ALTERATIONS OR IMPROVEMENTS - Any alterations, additions, or improvements to the premises shall not be permitted without the written consent of the

Town. Any permitted alterations, additions, or improvements shall be performed at the sole expense of the Lessee by reputable workmen and contractors approved by the Town. All alterations, additions, or improvements to the premises shall be and remain the sole property of the Town of Front Royal.

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

9. TERMINATION - This Lease will automatically terminate, without notice, upon Lessee's no longer residing at 130 East Main Street, Front Royal, Virginia, for any reason. This Lease further may be terminated by either party for any reason thirty (30) days from the date of mailing a written notice of termination to the other party. For the purposes of this Lease, all notices shall be made in writing and shall be delivered by first class mail to the parties at the addresses stated herein, to-wit:

TOWN OF FRONT ROYAL
c/o Front Royal Town Manager
102 E Main Street
Front Royal, Virginia 22630
540-635-8007

BETTY FOSTER
130 E Main Street
Front Royal, Virginia 22630
540-636-1311

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

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

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

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

GIVEN under our hands this _____ day of _____, 201___.

TOWN OF FRONT ROYAL, VIRGINIA

BY: _____
JOSEPH E. WALTZ, Town Manager

_____
BETTY FOSTER, Lessee

APPROVED AS TO FORM:

_____
Douglas W. Napier, Town Attorney

Leased Space for Betty Foster

7B

Town of Front Royal, Virginia
Council Agenda Statement

Item No. 7(B)

Meeting Date: November 26, 2018

Agenda Item: COUNCIL APPROVAL – Third Amendment to Tower Site Lease Agreement with T-Mobile Northeast LLC – Fairgrounds Road Water Tank

Summary: T-Mobile Northeast LLC ("T-Mobile", successor in interest to Shenandoah Personal Communications Company and Omnipoint Communication CAP Operations, LLC) requests to expand leased floor space for the addition of diesel back-up power generator to their existing facilities located at the Town's Fairgrounds Road water tank, and to extend the lease term for an additional five years. T-Mobile seeks to expand its leased floor space by approximately 62 square feet for placement of diesel back-up power generator to its existing facilities located at the Town's Fairgrounds Road water tank. The proposed expansion will not affect the integrity of the water tank. T-Mobile is offering additional rent of $250.00 per month for the additional floor space and placement of the additional equipment. If approved, T-Mobile seeks to extend its lease with the Town, continuing through March 31, 2023, at a new total monthly rent of $2,694.50. Council is requested to approve the "Third Amendment to Tower Site Lease Agreement" with T-Mobile Northeast LLC, as presented.

Budget/Funding: None

Attachments: Amendment to Tower Site Lease Agreement and letters from T-Mobile and Town Manager

Meetings: None

Staff Recommendation: Approval ✓ Denial _____

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

Proposed Motion: **I move the Town Council approve the "Third Amendment to Tower Site Lease Agreement" with T-Mobile Northeast LLC, as presented. I further move that Council authorize the Town Manager/Town Attorney to execute all necessary documents.**

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JW

THIRD AMENDMENT TO TOWER SITE LEASE AGREEMENT

This Third Amendment to the Tower Site Lease Agreement ("Third Amendment"), is made by and between the **Town of Front Royal** ("Lessor") and **T-Mobile Northeast, LLC**, a Delaware limited liability company, successor in interest to **Omnipoint CAP Operations, LLC** and **Shenandoah Personal Communications Company** ("Lessee").

WHEREAS, Lessor and Lesssee entered into that certain Tower Site Lease Agreement dated February 9, 1998 ("Original Lease") as amended by the Second Amended and Restated Tower Site Lease Agreement dated February 25, 2015 ("Second Amendment"), (collectively, the Original Lease and First and Second Amendment are referred to herein as the "Lease"), whereby Lessor leased to Lessee certain portions of the Property located at 395 Fairgrounds Road, Front Royal, VA (hereinafter referred to as the "Premises" (the "property"); and,

WHEREAS, on or about October 30, 2000, the Lessor approved an assignment of Shenandoah Personal Communications Company ("SPCC") rights and obligations under the Original Lease to Omnipoint Communications CAP Operations, LLC ("Omnipoint"), necessitated by a sale of SPCC's assets to Omnipoint and,

WHEREAS, by letter dated March 22, 2018, Lessee requested the renewal of the Lease, pursuant to its terms, for a fourth and final five (5) year renewal term, commencing April 1, 2018 and ending March 31, 2023 ("Fourth Lease Renewal Term"), which was granted by Lessor by letter dated March 29, 2018, and providing for a new monthly rent amount of $2,688.95.

WHEREAS, Lessor and Lessee desire to amend the Lease;

WHEREAS, Lessor and Lessee hereby affirm that, as of the date hereof: (i) no breach or default by Lessor or Lessee has occurred; and (ii) the Lease, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this Third Amendment are in full force and effect, with no defenses or offsets thereto; and

NOW THEREFORE, in consideration of the mutual covenants contained in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee hereby agree as follows:

1. Copies of the letters initiating the Fourth Lease Renewal Term are attached hereto as Exhibit B and incorporated herein.

2. Lessee will have the right to increased floor space of approximately 63 square feet in order to modify floor space facilities as shown and described in Exhibit A (construction drawings). All construction as described in Exhibit A shall be performed by contractors who are duly licensed and insured. Lessee shall indemnify and hold harmless Lessor for and against any and all claims brought against Lessor by any party arising in any way from said construction. Exhibit A is attached hereto and incorporated herein.

3. Lessee agrees to increase the rent payable to the Lessor pursuant to the Lease by Two Hundred

and Fifty Dollars ($250.00) per month for the additional floor space, installation of the back-up generator and associated concrete pad, for a new monthly rent amount of $2,938.95. The rent increase shall commence on the first day of the month following the start of construction, and continue for the remainder of the Fourth Lease Renewal Term.

4. Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Third Amendment.

5. This Third Amendment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

6. Except as specifically amended by this Third Amendment, all terms of the Lease shall remain in full force and effect. To the extent any provision contained in this Third Amendment conflicts with the terms of the Lease, the terms and provisions of this Third Amendment shall prevail. All capitalized terms shall have the meaning ascribed to them in the Lease unless otherwise defined in this Third Amendment.

7. This Third Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Third Amendment effective on the day and year last written below.

LESSOR
Town of Front Royal

By:_____

Name:_____

Title:_____

Date:_____

LESSEE:
T-Mobile Northeast, LLC

Name:_____

Title:_____

Date:_____

SHEET INDEX

NO.	DESCRIPTION
T1	TITLE PAGE
C1	PLAN VIEWS
C2	GENERATOR DETAIL
C3	GENERATOR DIAGRAM
C4	PLUMBING & GROUNDING DETAILS
N1	NOTES
D1	COMPOUND DETAILS

DRIVING DIRECTIONS

FROM BENSALEM PA:

DEPART BYBERRY RD TOWARD KNIGHTS RD., TURN LEFT ONTO KNIGHTS RD., TURN LEFT ONTO PA-132 / STREET RD., PASS PIZZA HUT IN 0.3 MI., KEEP STRAIGHT ONTO STREET RD., TAKE RAMP RIGHT AND FOLLOW SIGNS FOR I-95 SOUTH, AT EXIT 9A, TAKE RAMP RIGHT FOR I-95 SOUTH TOWARD CHESTER / WILMINGTON, AT EXIT 11, TAKE RAMP RIGHT FOR I-495 SOUTH TOWARD BALTIMORE / PORT OF WILMINGTON, ENTERING DELAWARE, KEEP STRAIGHT ONTO I-95 S / US-202 S, PASS SUNOCO ON THE LEFT IN 6.6 MI, TOLL ROAD, ENTERING MARYLAND, AT EXIT 27, TAKE RAMP RIGHT FOR I-495 WEST TOWARD SILVER SPRING, ROAD NAME CHANGES TO I-495 S / CAPITAL BELTWAY, ENTERING VIRGINIA, AT EXIT 46, TAKE RAMP RIGHT FOR I-66 WEST TOWARD FRONT ROYAL / MANASSAS, AT EXIT 6, TAKE RAMP RIGHT FOR US-340 / US-522 TOWARD FRONT ROYAL / HOSPITAL, TURN RIGHT ONTO US-340 N / US-522 N, PASS SUNOCO ON THE LEFT IN 1.5 MI, TURN RIGHT ONTO FAIRGROUND RD., ARRIVE AT 395 FAIRGROUNDS ROAD, FRONT ROYAL, VA 22630

T··Mobile·

PROJECT

HARDENING

SITE ID

7HCH158A

SITE NAME

NINEVEH

SITE ADDRESS

395 FAIRGROUNDS ROAD
FRONT ROYAL, VA 22630

PROJECT SITE INFORMATION

SITE ID:	7HCH158A
SITE NAME:	NINEVEH
SITE ADDRESS:	395 FAIRGROUNDS ROAD FRONT ROYAL, VA 22630
JURISDICTION:	WARREN COUNTY
SITE COORDINATES:	
LATITUDE:	N 39° 00' 20.0"
LONGITUDE:	W -78° 09' 43.2"
APPLICANT:	T-MOBILE 12920 SE 38TH ST BELLEVUE, WA 98006

PROJECT TEAM INFORMATION

CLIENT REPRESENTATIVE:	SMARTLINK, LLC 4860 COX ROAD SUITE 200 GLEN ALLEN, VA 23060
CLIENT REP. CONTACT:	SHAWN SUTTON (443) 676-9462
ENGINEER:	INFINIGY 1033 WATERVLIET SHAKER ROAD ALBANY, NY 12205
ENGINEER CONTACT:	MATTHEW LIVERETTE

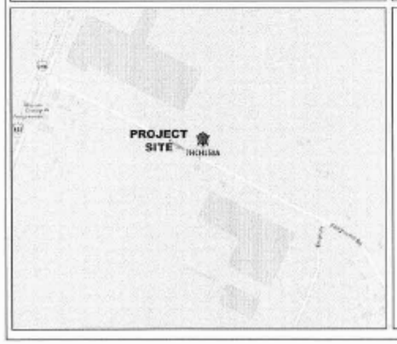
SCOPE OF WORK

- INSTALL DELTA 25kW DC DIESEL GENERATOR W/ 220 GALLON BELLY TANK
- INSTALL 8' ACCESS GATE AND FENCE EXTENSION
- INSTALL 5'-6"x6'-0" CONCRETE PAD

811 Know what's below. Call before you dig.

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN VIRGINIA, CALL VIRGINIA 811
TOLL FREE: 1-800-552-7001 OR
www.va811.com
VIRGINIA UTILITY PROTECTION SERVICE
PROTECTS 5,845 MILES OF UNDERGROUND INFRASTRUCTURE BEFORE YOU DIG

LOCATION MAP



GENERAL NOTES

- HANDICAP ACCESS REQUIREMENTS ARE NOT REQUIRED.
- FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.
- FACILITY HAS NO PLUMBING OR REFRIGERANTS.
- THIS FACILITY SHALL MEET OR EXCEED ALL FAA AND FCC REGULATORY REQUIREMENTS.
- ALL NEW MATERIAL SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR UNLESS NOTED OTHERWISE. EQUIPMENT, ANTENNAS/RRH AND CABLES FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR.
- THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON STORMWATER DRAINAGE.
- NO SANITARY SEWER, POTABLE WATER, OR TRASH DISPOSAL SERVICE IS REQUIRED
- NO COMMERCIAL SIGNAGE IS PROPOSED

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED WITH ANY LOCAL AMENDMENTS BY THE LOCAL GOVERNING AUTHORITIES:

- 2015 INTERNATIONAL BUILDING CODE
- 2015 INTERNATIONAL FUEL GAS CODE
- 2014 NATIONAL ELECTRICAL CODE
- 2012 NATIONAL FIRE PROTECTION ASSOCIATION 101
- 2012 NATIONAL FIRE PROTECTION ASSOCIATION 1
- LOCAL BUILDING CODES
- CITY/COUNTY ORDINANCES
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATIONS (AISC)
- UNDERWRITERS LABORATORIES APPROVED ELECTRICAL PRODUCTS.
- ANSI EIA/TIA 222 REV. G
- TIA 607
- INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS 81
- IEEE C2 (LATEST EDITION)
- TELCORDIA GR-1275
- ANSI T1.311

COMMONWEALTH OF VIRGINIA
JOSEPH R. JOHNSTON
Lic. No. 53459
PROFESSIONAL ENGINEER
SEP 14 2018

THIS DOCUMENT IS THE PROPERTY OF INFINIGY AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN THE SPECIFIC PROJECT FOR WHICH IT WAS PREPARED. ANY REUSE WITHOUT WRITTEN PERMISSION OR ADAPTATION OF THIS DOCUMENT FOR OTHER PROJECTS WITHOUT THE EXPRESS WRITTEN PERMISSION OF INFINIGY IS PROHIBITED. VISUAL CONTACT WITH THIS DOCUMENT SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

0	ISSUED FOR CONSTRUCTION	JB	08/10/18
B	CLIENT COMMENTS REVISIONS	JB	07/10/18
A	ISSUED FOR REVIEW	TL	07/05/18
No.	Submittal / Revision	Prpd.	Date

Drawn: RSB
Designed: MR
Checked: MR

Project Number: 469-033

Project Title:
7HCH158A
NINEVEH
395 FAIRGROUNDS ROAD
FRONT ROYAL, VA 22630

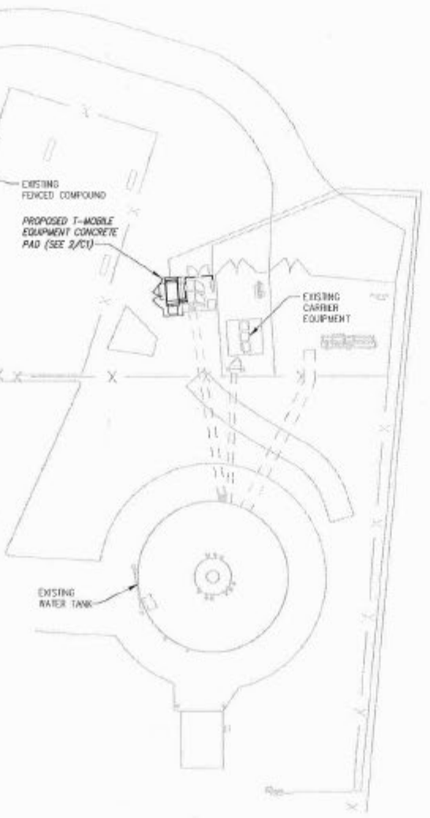
Prepared For:
smartlink

Drawing Title:
TITLE PAGE

Drawing Number:
T1

INFINIGY
1033 WATERVLIET SHAKER RD
ALBANY, NY 12205
TEL (518) 690-0790
FAX (518) 690-0793

T··Mobile·



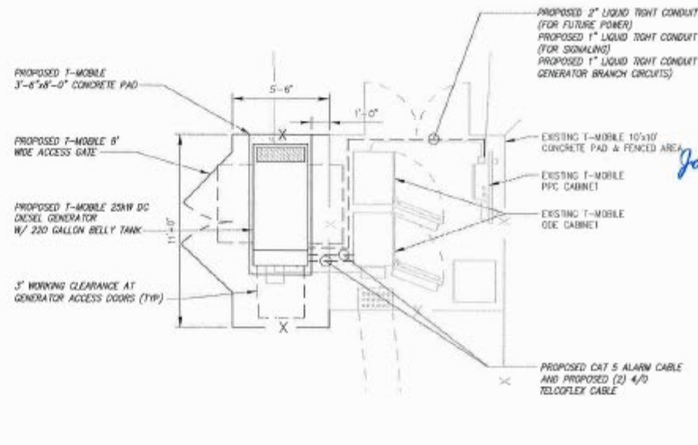
GENERAL SITE NOTES:

1. A COMPLETE BOUNDARY SURVEY OF THE HOST PARCEL HAS NOT BEEN PERFORMED BY INFINIGY. BOUNDARY INFORMATION IF SHOWN WAS OBTAINED FROM INFORMATION PROVIDED BY OTHERS. PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
2. BASEMAPPING INFORMATION BASED ON PROVIDED INFORMATION.
3. CONTRACTOR TO FIELD VERIFY DIMENSIONS AS NECESSARY BEFORE CONSTRUCTION.
4. THE PROPOSED DEVELOPMENT DOES NOT INCLUDE SIGNS OF ADVERTISING.
5. THE PROPOSED DEVELOPMENT IS UNMANNED AND THEREFORE DOES NOT REQUIRE A MEANS OF WATER SUPPLY OR SEWAGE DISPOSAL.
6. NO LANDSCAPING WORK IS PROPOSED IN CONJUNCTION WITH THIS DEVELOPMENT OTHER THAN THAT WHICH IS SHOWN.
7. THE PROPOSED DEVELOPMENT DOES NOT INCLUDE OUTDOOR STORAGE OR ANY SOLID WASTE RECEPTACLES.
8. UTILITIES SHOWN ON PLAN ARE TAKEN FROM OWNERS RECORDS AND FIELD LOCATION OF VISIBLE SURFACE FEATURES. THE EXISTENCE, EXTENT AND EXACT HORIZONTAL AND VERTICAL LOCATIONS OF UTILITIES HAS NOT BEEN VERIFIED. ANY CONTRACTOR PERFORMING WORK ON THIS SITE MUST CONTACT MISS UTILITY AT LEAST 48 HOURS PRIOR TO COMMENCING WORK.

NORTH

1 / C1 SITE PLAN
SCALE: AS NOTED

GRAPHIC SCALE:
30' 15' 0 15' 30'
SCALE (11x17): 1" = 30'-0"
SCALE (22x34): 1" = 15'-0"



NORTH

2 / C1 ENLARGED SITE PLAN
SCALE: AS NOTED

GRAPHIC SCALE:
6' 3' 0 3' 6'
SCALE (11x17): 1" = 6'-0"
SCALE (22x34): 1" = 3'-0"

INFINIGY
1033 WATERVLIET SHAKER RD
ALBANY, NY 12205
TEL (518) 690-0790
FAX (518) 690-0793

T-Mobile

COMMONWEALTH OF VIRGINIA
JOSEPH R. JOHNSTON
Lic. No. 53459
SEP 14 2018
PROFESSIONAL ENGINEER

No.	Date	Description	By
4	09/05/18	ISSUED FOR ZONING/REVISIONS	SMT
3	08/31/18	ISSUED FOR ZONING/REVISIONS	JR
2	08/31/18	ISSUED FOR REVIEW	S
1	08/31/18	ISSUED FOR REVIEW	SMT

Drawn: SMT
Designed: MR
Checked: JJR

Project Number: 499-933

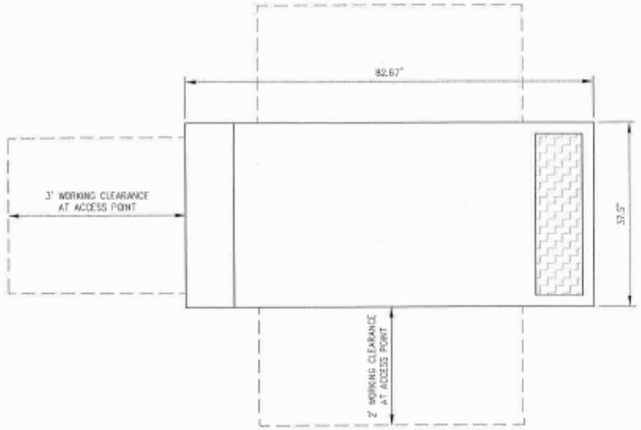
Project Title:
7HCH158A
NINEVEH

385 FAIRGROUNDS ROAD
FRONT ROYAL, VA 22630

Prepared For:
smartlink

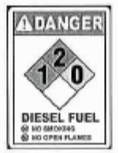
Drawing Title:
PLAN VIEWS

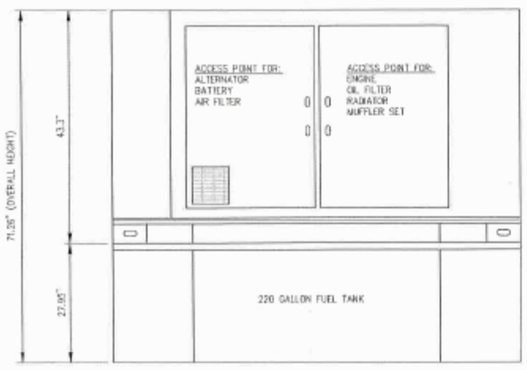
Drawing Number:
C1

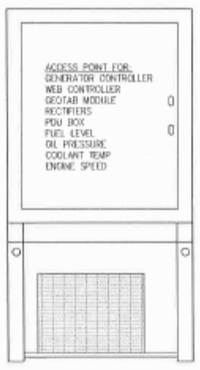


HAZARD INFORMATION SIGNAGE NOTES:

1. CC TO AFFIX NFPA DIESEL FUEL 1-2-0 SIGN ON GENERATOR SIDE FACING MAIN COMPOUND ENTRY OR WHERE VISIBLE BY APPROACHING FIRE SAFETY SERVICE PERSONNEL.
2. SIGN TO BE MIN. 10"x14" AND ADHESIVE BACKED VINYL LABEL.
3. WHEN SIGN IS EXPOSED TO THE ELEMENTS, IT SHALL BE CHECKED ANNUALLY FOR LEGIBILITY.
4. SIGN TO BE SAFETYSIGN.COM ITEM #M3348 OR EQUIVALENT.

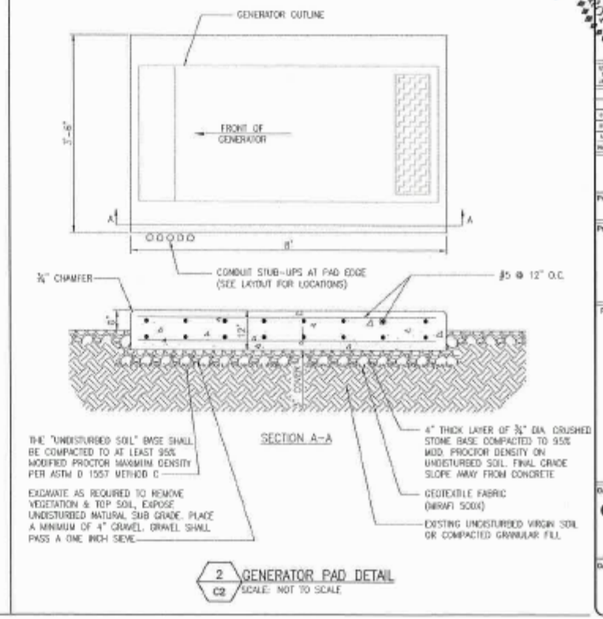






DELTA 25kW DC DIESEL GENSET
W/ 220 GALLON TANK AND INTEGRAL RECTIFIERS
25kW @ 75% LOAD: 120HRS
DC OUTPUT: 52VDC @ 100% LOAD
WEIGHT: 2910LBs (W/O FUEL)
UL RATING: UL2200/UL142
ACOUSTIC RATING: <75dBA @ 23'

1 C2 GENERATOR DETAIL
NOT TO SCALE



2 C2 GENERATOR PAD DETAIL
SCALE: NOT TO SCALE

INFINIGY
1030 WATERVLIET SHAKER RD
ALBANY, NY 12235
TEL (518) 690-0790
FAX (518) 690-0793

T-Mobile

COMMONWEALTH OF VIRGINIA
JOSEPH B. JOHNSTON
Lic. No. 53459
PROFESSIONAL ENGINEER
SEP 14 2018

0	ISSUED FOR CONSTRUCTION	JM	8/1/18
A	JOINT COMMENT REVISIONS	JM	8/15/18
1	ISSUED FOR REVIEW	JM	8/1/18
No.	Submittal/Revision	Appd.	Date

Drawn: BM
Designed: MB
Checked: JM

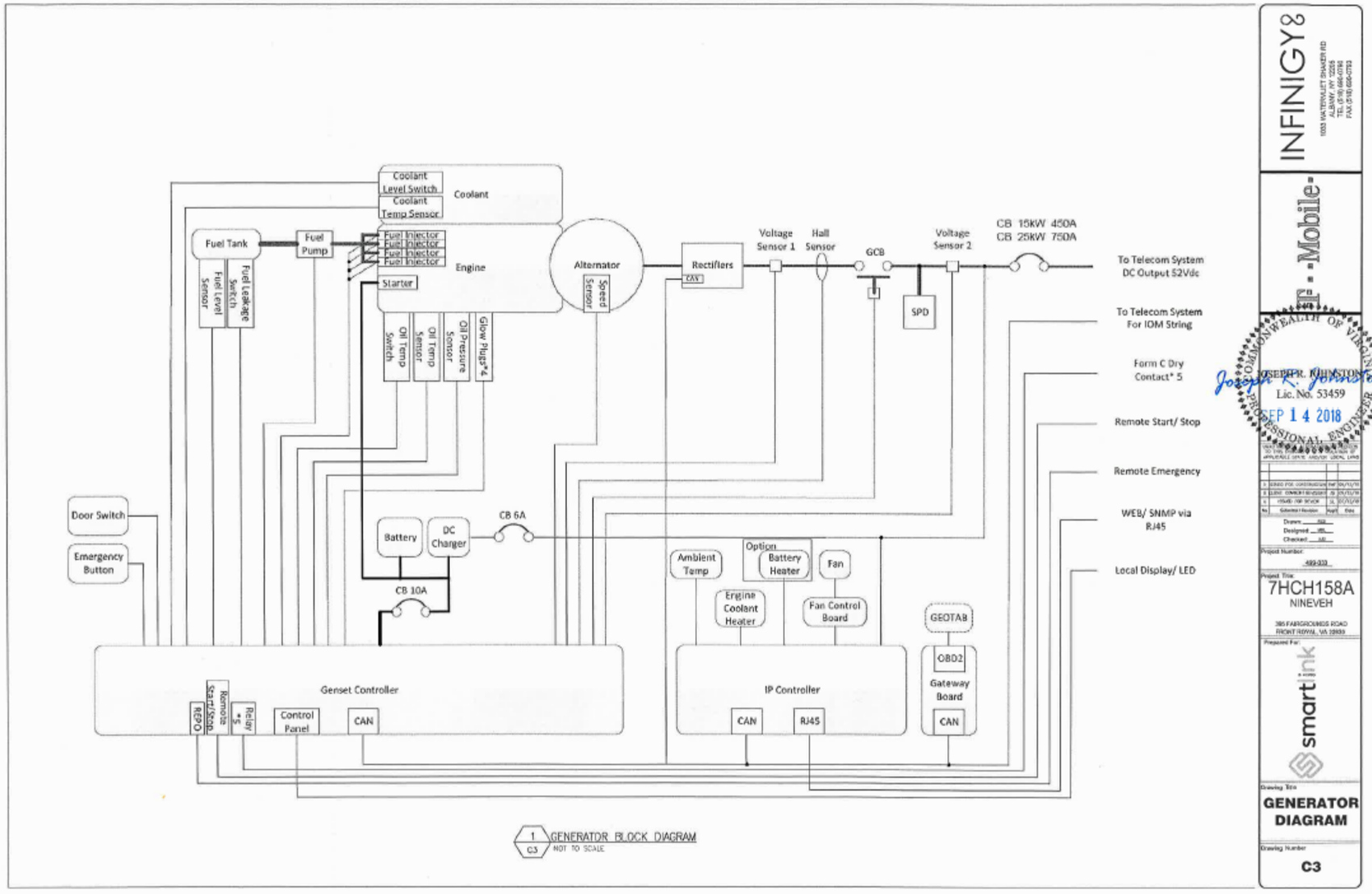
Project Number: 458-033

Project Title:
7HCH158A
NINEVEH
396 FAIRGROUNDS ROAD
FRONT ROYAL, VA 22630

Prepared For:
smartlink

Drawing Title:
GENERATOR DETAIL

Drawing Number:
C2



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COMMONWEALTH OF VIRGINIA
JOSEPH R. JOHNSTON
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SEP 14 2018

Project Number: 499-033

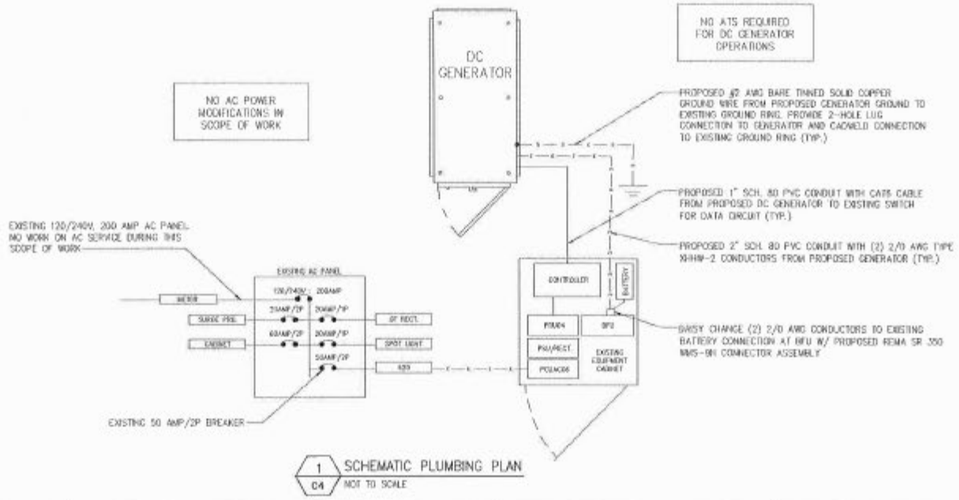
Project Title:
7HCH158A
NINEVEH

385 FAIRGROUNDS ROAD
FRONT ROYAL, VA 22630

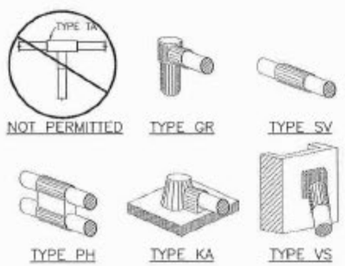
Prepared For:
smartlink

Drawing Title:
GENERATOR DIAGRAM

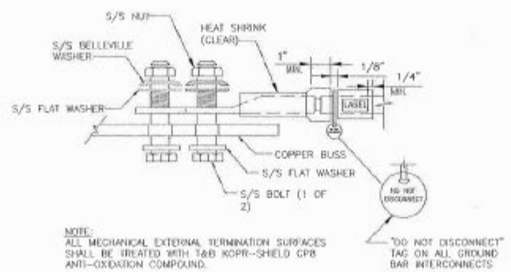
Drawing Number:
C3



1 / C4 SCHEMATIC PLUMBING PLAN
NOT TO SCALE



2 / C4 CADWELDS (TYPICAL)
NOT TO SCALE



3 / C4 EQUIPMENT GROUND CONNECTION
NOT TO SCALE

GENERAL GROUNDING NOTES:

1. BOND PPC AND EQUIPMENT ENCLOSURES TO BURIED GROUNDING CONDUCTOR. USE A NEMA DRILLED, TWO-HOLE CONNECTOR FOR BONDS TO EQUIPMENT ENCLOSURES; USE AN APPROVED CONDUIT CLAMP FOR CONNECTIONS TO SERVICE CONDUITS. EXOTHERMICALLY WELD CONNECTIONS TO GROUNDING CONDUCTOR.
2. BOND ALL EXTERIOR CONDUITS, PIPES AND CYLINDRICAL METALLIC OBJECTS WITH A PENN-UNION GT SERIES CLAMP, BLACKBURN GUY SERIES CLAMP OR A BURNDY GAR 3900SU SERIES CLAMP ONLY. NO SUBSTITUTES ACCEPTED.
3. AFTER INSTALLATION IS COMPLETED IN CONFORMANCE WITH THESE DRAWINGS AND THE STANDARD SPECIFICATIONS, THE CONTRACTOR SHALL CONFIRM THE IMPEDANCE (GROUND RESISTANCE) TO EARTH AND BETWEEN GROUNDING CIRCUITS. THE GROUNDING SYSTEM IS EXPECTED TO PROVIDE FOR A MAXIMUM EARTH RESISTANCE OF 5 OHMS. THE CONTRACTOR SHALL NOTIFY T-MOBILE PRIOR TO ALL TESTING AND SHALL FURTHER NOTIFY T-MOBILE IN THE EVENT THE EARTH RESISTANCE IS GREATER THAN 5 OHMS.
4. ALL GROUNDING INSTALLATION IS TO BE IN ACCORDANCE WITH THE T-MOBILE WIRELESS STANDARDS AND SUPPLEMENTS PROVIDED BY THE PROJECT MANAGER.
5. ALL BENDS ON THE GROUND CONDUCTOR TO BE MADE WITH A MINIMUM 24" RADIUS.
6. ALL GROUND LEADS MUST TERMINATE AT MGB, NOT HALO.
7. MUST USE INSPECTION HOLE LUGS FOR GROUNDING.
8. NO OVERLAPPING GROUND HARDWARE.
9. WHERE MECHANICAL CONNECTIONS ARE USED (TWO HOLE OR CRIMP), APPLY A LIBERAL PROTECTIVE COATING OF A CONDUCTIVE ANTI-OXIDE COMPOUND ON ALL CONNECTORS SUCH AS NO-OX OR APPROVED EQUAL.

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No.	Submittal Narrative	Dsgn'd	Date
A	ISSUED FOR CONSTRUCTION	MP	09/11/18
B	CLIENT COMMENTS/REVISIONS	JB	09/11/18
C	ISSUED FOR REVIEW	JL	09/11/18

Drawn: MP
Designed: JB
Checked: JJB

Project Number: 489-033

Project Title: 7HCH158A
NINEVEH
365 FAIRGROUNDS ROAD
FRONT ROYAL, VA 22630

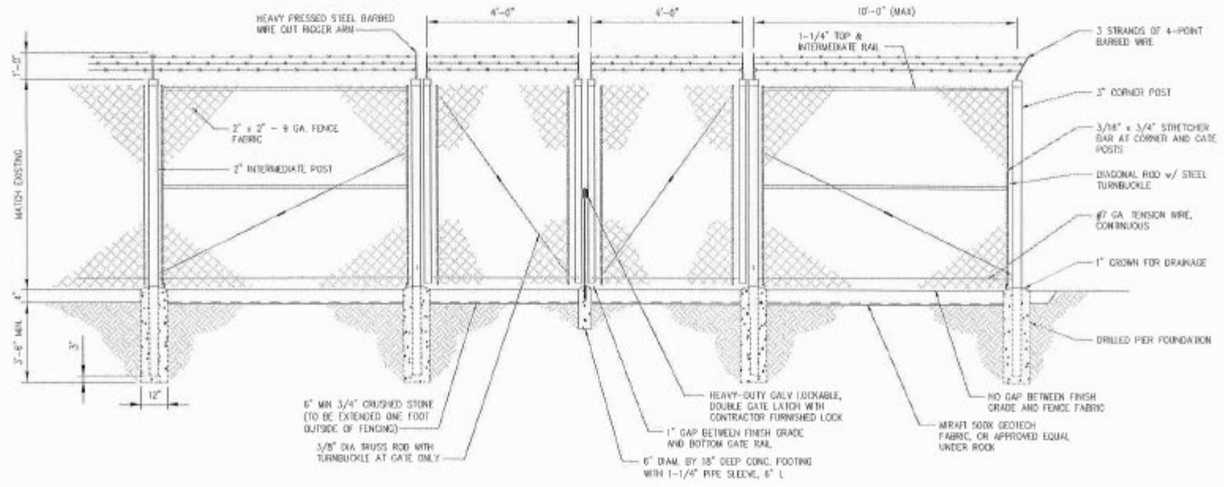
Prepared For: smartlink

Drawing Title: **PLUMBING & GROUNDING DETAILS**

Drawing Number: **C4**

NOTE:
1. ALTERNATE FOOTINGS FOR ALL FENCE POSTS IN ROCK: IF ROCK IS ENCOUNTERED AT GRADE, OR AT A DEPTH SHALLOWER THAN 3'-0", CORE DRILL AN 8" DIA HOLE 18" INTO THE ROCK. CENTER POST IN THE HOLE AND FILL WITH CONCRETE OR GROUT. IF ROCK IS BELOW FINISH GRADE, COAT BACKFILLED SECTION OF POST WITH COAL TAR, AND BACKFILL WITH WELL-DRAINING GRAVEL.

2. ATTACH EACH GATE WITH 3 NON-LIFT-OFF TYPE, MALLEABLE IRON OR FORGING, PIN-TYPE HINGES. ASSEMBLIES SHALL ALLOW FOR 180° OF GATE TRAVEL. (THREE POINT HINGE)



1/D1 DOUBLE SWING ACCESS GATE DETAIL
SCALE: NOT TO SCALE

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No.	Submittal/Revision	Appd.	Date
3	ZONING ISSUE CONSTRUCTION	MF	10/15/19
2	ZONING DRAWING REVISIONS	JR	09/10/19
1	ZONING ISSUE	JR	07/02/19

Drawn by: BG
Designed by: JR
Checked by: MF

Project Number: 439-033

Project Title:
7HCH158A
NINEVEH
385 FAIRGROUNDS ROAD
FRONT ROYAL, VA 22630

Prepared For:
smartlink

Drawing Title:
COMPOUND DETAILS

Drawing Number:
D1

ELECTRICAL NOTES:

WORK INCLUDED
1. INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, PLANT SERVICES AND ADMINISTRATIVE TASKS REQUIRED TO COMPLETE AND MAKE OPERABLE THE ELECTRICAL WORK SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
   A. PREPARE AND SUBMIT SHOP DRAWINGS, DIAGRAMS AND ILLUSTRATIONS.
   B. PROCURE ALL NECESSARY PERMITS AND APPROVALS AND PAY ALL REQUIRED FEES AND CHARGES IN CONNECTION WITH THE WORK OF THIS CONTRACT.
   C. SUBMIT AS-BUILT DRAWINGS, OPERATING AND MAINTENANCE INSTRUCTIONS AND MANUALS.
   D. EXECUTE ALL CUTTING, DRILLING, ROUGH AND FINISH PATCHING OF (E) OR NEWLY INSTALLED CONSTRUCTION REQUIRED FOR THE WORK OF THIS CONTRACT. FOR SLAB PENETRATIONS THROUGH POST TENSION SLABS, X-RAY EXACT AREA OF PENETRATION PRIOR TO PERFORMING WORK. COORDINATE ALL X-RAY WORK WITH BUILDING ENGINEER.
   E. PROVIDE HANGERS, SUPPORTS, FOUNDATIONS, STRUCTURAL FRAMING SUPPORTS, AND BASES FOR CONDUIT AND EQUIPMENT PROVIDED OR INSTALLED UNDER THE WORK OF HIS CONTRACT. PROVIDE COUNTER FLASHING, SLEEVES AND SEALS FOR FLOOR AND WALL PENETRATIONS.
   F. MAINTAIN ALL (E) ELECTRICAL SERVICES IN THE BUILDING AREAS NOT AFFECTED BY THE ALTERATION DURING THE PROGRESS OF THE WORK INCLUDING PROVIDING ALL TEMPORARY JUMPERS, CONDUITS, CAPS, PROTECTIVE DEVICES, CONNECTIONS AND EQUIPMENT REQUIRED. PROVIDE TEMPORARY LIGHT AND POWER FOR CONSTRUCTION PURPOSES.
2. IT IS THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS TO CALL FOR AN INSTALLATION THAT IS COMPLETE IN EVERY RESPECT. IT IS NOT THE INTENT TO GIVE EVERY DETAIL ON THE DRAWINGS AND IN THE SPECIFICATIONS. IF AN ITEM OF WORK IS INDICATED IN THE DRAWINGS, IT IS CONSIDERED SUFFICIENT FOR INCLUSION IN THE CONTRACT. FURNISH AND INSTALL ALL MATERIAL AND EQUIPMENT USUALLY FURNISHED OR NEEDED TO MAKE A COMPLETE INSTALLATION WHETHER OR NOT SPECIFICALLY MENTIONED IN THE CONTRACT DOCUMENTS.

GENERAL REQUIREMENTS
1. PROVIDE ALL WORK IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND LOCAL AND STATE ELECTRICAL CODES.
2. THE ELECTRICAL PLANS ARE DIAGRAMMATIC ONLY. REFER TO THE ARCHITECTURAL PLANS FOR THE EXACT DIMENSIONS OF THE BUILDING.
3. LOAD CALCULATIONS ARE BASED ON (E) BUILDING INFORMATION/DRAWINGS PROVIDED TO ENGINEERING. CONTRACTOR IS TO VERIFY ALL (E) RATINGS AND LOADS PRIOR TO PURCHASING OF SPECIFIED EQUIPMENT FOR COMPLIANCE TO NEC. CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES AND REQUEST FURTHER DIRECTION BY ENGINEER.
4. (E) BUILDING EQUIPMENT IS NOTED ON THE DRAWINGS. NEW OR RELOCATED EQUIPMENT IS SHOWN WITH SOLID LINES. FUTURE EQUIPMENT (NOT IN THIS CONTRACT) IS DEPICTED WITH SHADED LINES. REQUEST CLARIFICATION OF DRAWINGS OR OF SPECIFICATIONS PRIOR TO PRICING OR INSTALLATION.
5. GENERAL
   A. AFTER CAREFULLY STUDYING THE DRAWINGS AND SPECIFICATIONS, AND BEFORE SUBMITTING THE PROPOSAL, MAKE A MANDATORY SITE VISIT TO ASCERTAIN CONDITIONS OF THE SITE, AND THE NATURE AND EXACT QUANTITY OF WORK TO BE PERFORMED. NO EXTRA COMPENSATION WILL BE ALLOWED FOR FAILURE TO NOTIFY THE OWNER, IN WRITING, OF ANY DISCREPANCIES THAT MAY HAVE BEEN NOTED BETWEEN THE (E) CONDITIONS AND THE DRAWINGS AND SPECIFICATIONS.
   B. VERIFY ALL MEASUREMENTS AT THE SITE AND BE RESPONSIBLE FOR CORRECTNESS OF SAME.
6. QUALITY, WORKMANSHIP, MATERIALS AND SAFETY
   A. PROVIDE NEW MATERIALS AND EQUIPMENT OF A DOMESTIC MANUFACTURER BY THOSE REGULARLY ENGAGED IN THE PRODUCTION AND MANUFACTURE OF SPECIFIED MATERIALS AND EQUIPMENT. WHERE UL, OR OTHER AGENCY, HAS ESTABLISHED STANDARDS FOR MATERIALS, PROVIDE MATERIALS WHICH ARE LISTED AND LABELED ACCORDINGLY. THE COMMERCIALLY STANDARD ITEMS OF EQUIPMENT AND THE SPECIFIC NAMES MENTIONED HEREIN ARE INTENDED FOR THE PROPER FUNCTIONING OF THE WORK.
   B. WORK SHALL BE PERFORMED BY WORKMEN SKILLED IN THE TRADE REQUIRED FOR THE WORK. INSTALL MATERIALS AND EQUIPMENT TO PRESENT A NEAT APPEARANCE WHEN COMPLETED AND IN ACCORDANCE WITH THE APPROVED RECOMMENDATIONS OF THE MANUFACTURER AND IN ACCORDANCE WITH CONTRACT DOCUMENTS.
   C. PROVIDE LABOR, MATERIALS, APPARATUS AND APPLIANCES ESSENTIAL TO THE FUNCTIONING OF THE SYSTEMS DESCRIBED OR INDICATED HEREIN, OR WHICH MAY BE REASONABLY IMPLIED AS ESSENTIAL WHICHEVER MENTIONED IN THE CONTRACT DOCUMENT OR NOT.
   D. MAKE WRITTEN REQUESTS FOR SUPPLEMENTARY INSTRUCTIONS TO ARCHITECT/ENGINEER IN CASE OF DOUBT AS TO WORK INTENDED OR IN EVENT OF NEED FOR EXPLANATION THEREOF.
   E. PERFORMANCE AND MATERIAL REQUIREMENTS SCHEDULED OR SPECIFIED ARE MINIMUM STANDARD ACCEPTABLE. THE RIGHT TO JUDGE THE QUALITY OF EQUIPMENT THAT DEVIATES FROM THE CONTRACT DOCUMENT REMAINS SOLELY WITH ARCHITECT/ENGINEER, CONTRACT DOCUMENT OR NOT.

GUARANTEE
1. GUARANTEE MATERIALS, PARTS AND LABOR FOR WORK FOR ONE YEAR FROM THE DATE OF ISSUANCE OF OCCUPANCY PERMIT. DURING THAT PERIOD, MAKE GOOD FAULTS OR IMPERFECTIONS THAT MAY ARISE DUE TO DEFECTS OR OMISSIONS IN MATERIALS OR WORKMANSHIP WITH NO ADDITIONAL COMPENSATION AND AS DIRECTED BY ARCHITECT.

CLEANING
1. REMOVE ALL CONSTRUCTION DEBRIS RESULTING FROM THE WORK.
2. CLEAN EQUIPMENT AND SYSTEMS FOLLOWING THE COMPLETION OF THE PROJECT TO THE SATISFACTION OF THE ENGINEER.

COORDINATION AND SUPERVISION
1. CAREFULLY LAY OUT ALL WORK IN ADVANCE TO AVOID UNNECESSARY CUTTING, CHANNELING, CHASING OR DRILLING OF FLOORS, WALLS, PARTITIONS, CEILINGS OR OTHER SURFACES. WHERE SUCH WORK IS NECESSARY, HOWEVER, PATCH AND REPAIR THE WORK IN AN APPROVED MANNER BY SKILLED MECHANICS AT NO ADDITIONAL COST TO THE OWNER. RENDER FULL COOPERATION TO OTHER TRADES WHOSE WORK WILL BE INSTALLED IN CLOSE PROXIMITY TO WORK OF OTHER TRADES. ASSIST IN WORKING OUT SPACE CONDITIONS. IF WORK IS INSTALLED BEFORE COORDINATION WITH OTHER TRADES, OR CAUSES INTERFERENCE, MAKE CHANGES NECESSARY TO CORRECT CONDITIONS WITHOUT EXTRA CHARGE.

SUBMITTALS
1. AS-BUILT DRAWINGS:
   A. UPON COMPLETION OF THE WORK, FURNISH TO THE OWNER "AS-BUILT" DRAWINGS.
2. SERVICE MANUALS:
   A. UPON COMPLETION OF THE WORK, FULLY INSTRUCT T-MOBILE AS TO THE OPERATION AND MAINTENANCE OF ALL MATERIAL, EQUIPMENT AND SYSTEMS.
   B. PROVIDE 3 COMPLETE BOUND SETS OF INSTRUCTIONS FOR OPERATING AND MAINTAINING ALL SYSTEMS AND EQUIPMENT.

CUTTING AND PATCHING
1. PROVIDE ALL CUTTING, DRILLING, ROUGH AND FINISH PATCHING REQUIRED TO COMPLETE THE WORK.
2. OBTAIN OWNER APPROVAL PRIOR TO CUTTING THROUGH FLOORS OR WALLS FOR PIPING OR CONDUIT.

TESTS, INSPECTION AND APPROVAL
1. BEFORE ENERGIZING ANY ELECTRICAL INSTALLATION, INSPECT EACH UNIT IN DETAIL. TIGHTEN ALL BOLTS AND CONNECTIONS (TORQUE-TIGHTEN WHERE REQUIRED) AND DETERMINE THAT ALL COMPONENTS ARE ALIGNED, AND THE EQUIPMENT IS IN SAFE, OPERATIONAL CONDITION.
2. PROVIDE THE COMPLETE ELECTRICAL SYSTEM FREE OF GROUND FAULTS AND SHORT CIRCUITS SUCH THAT THE SYSTEM WILL OPERATE SATISFACTORILY UNDER FULL LOAD CONDITIONS, WITHOUT EXCESSIVE HEATING AT ANY POINT IN THE SYSTEM.

SPECIAL REQUIREMENTS
1. DO NOT LEAVE ANY WORK INCOMPLETE NOR ANY HAZARDOUS SITUATIONS CREATED WHICH WILL AFFECT THE LIFE OR SAFETY OF THE PUBLIC AND/OR BUILDING OCCUPANTS. DO NOT INTERFERE WITH OR CUTOFF ANY OF THE (E) SERVICES WITHOUT THE OWNER'S WRITTEN PERMISSION.
2. WHEN NECESSARY TO TEMPORARILY DISCONNECT ANY (E) BUILDING UTILITIES AND SERVICE SYSTEMS, INCLUDING FEEDER OR BRANCH CIRCUITING SUPPLYING (E) FACILITIES, CONFER WITH THE OWNER AND ARRANGE THE PERIOD OF INTERRUPTION FOR A TIME MUTUALLY AGREED UPON.
   SHUTDOWN NOTE: SCHEDULE AND NOTIFY OWNER 48 HOURS PRIOR TO SHUTDOWN. ALL SHUTDOWN WORK TO BE SCHEDULED AT A TIME CONVENIENT TO OWNER.

GROUNDING
1. ROUTE ALL GROUNDING CONDUCTORS AS SHOWN ON CONDUIT/GROUNDING RISER.
2. ROUTE 500 KCMIL CU. THHN CONDUCTOR FROM THE MGB LOCATION TO BUILDING STEEL. VERIFY BUILDING STEEL IS EFFECTIVELY GROUNDED PER NEC TO THE MAIN SERVICE GROUNDING ELECTRODE CONDUCTOR (GEC).
3. MAKE ALL GROUND CONNECTIONS FROM MGB TO ELECTRICAL EQUIPMENT WITH 2 HOLE, CRIMP TYPE, BURNDY COMPRESSION TERMINATIONS, SIZED AS REQUIRED.
4. USE 1 HOLE, CRIMP TYPE, BURNDY COMPRESSIONS TERMINATIONS, SIZED AS REQUIRED, AT EQUIPMENT GROUND CONNECTIONS.
5. HIRE AN INDEPENDENT LAB TO PERFORM THE SPECIFIED OHMS TESTING. PROVIDE 4 SETS OF THE CERTIFIED DOCUMENTS TO THE OWNER FOR VERIFICATION PRIOR TO THE PROJECT COMPLETION.

RACEWAYS
1. ALL WIRING TO BE INSTALLED IN CONDUIT SYSTEMS IN ACCORDANCE WITH THE FOLLOWING:
   A. EXTERIOR FEEDERS AND CONTROL, WHERE UNDERGROUND, TO BE IN SCH 40 PVC.
   B. EXTERIOR, ABOVE GROUND POWER CONDUITS TO BE GALVANIZED RIGID STEEL (RGS).
   C. ALL TELECOMMUNICATION CONDUITS, INTERIOR/EXTERIOR, TO BE EMT.
   D. INSTALL PULL ROPES IN ALL NEW EMPTY CONDUITS INSTALLED ON THIS PROJECT.
   E. ALL TELECOM CONDUITS AND PULL BOXES INSTALLED ON THIS PROJECT TO BE LABELED "T-MOBILE". OWNER WILL PROVIDE LABELS FOR CONTRACTOR TO INSTALL.
   F. INTERIOR FEEDERS TO BE INSTALLED IN E.M.T. WITH STEEL COMPRESSION FITTINGS.
   G. MINIMUM SIZE CONDUIT TO BE ¾" TRADE SIZE UNLESS OTHERWISE INDICATED ON THE DRAWINGS.
   H. FINAL CONNECTIONS TO MOTORS AND VIBRATING EQUIPMENT TO BE INSTALLED IN LIQUID-TIGHT FLEXIBLE METAL CONDUIT.
   I. CONDUIT TO BE RUN CONCEALED IN CEILINGS, FINISHED AREAS OR DRYWALL PARTITIONS, UNLESS OTHERWISE NOTED.
   J. THE ROUTING OF CONDUITS INDICATED ON THE DRAWINGS IS DIAGRAMMATIC. BEFORE INSTALLING ANY WORK, EXAMINE THE WORKING LAYOUTS AND SHOP DRAWINGS OF THE OTHER TRADES TO DETERMINE THE EXACT LOCATIONS AND CLEARANCES.
   K. ALL EXTERIOR MOUNTING HARDWARE TO BE GALVANIZED STEEL. COORDINATE WITH BUILDING ENGINEER PRIOR TO ATTACHING TO BUILDING STRUCTURE.

RACEWAYS CONT'D
   L. PENETRATIONS OF WALLS, FLOORS AND ROOFS, FOR THE PASSAGE OF ELECTRICAL RACEWAYS, TO BE PROPERLY SEALED AFTER INSTALLATION OF RACEWAYS SO AS TO MAINTAIN THE STRUCTURAL OR WATERPROOF INTEGRITY OF THE WALL, FLOOR OR ROOF SYSTEM TO BE PENETRATED. SEAL ALL CONDUIT PENETRATIONS THROUGH FIRE OR SMOKE RATED WALLS, CEILINGS OR SMOKE TIGHT CORRIDOR PARTITIONS TO MAINTAIN PROPER RATING OF WALL OR CEILING.
   M. PROVIDE ALL CONDUIT ENDS WITH INSULATED METALLIC GROUNDING BUSHINGS.
   N. CONDUIT TO BE SUPPORTED AT MAXIMUM DISTANCE OF 8'-0", OR AS REQUIRED BY NEC, IN HORIZONTAL AND VERTICAL DIRECTIONS.
   O. PROVIDE STAINLESS STEEL BLANK COVER PLATES FOR ALL JUNCTION BOXES AND/OR OUTLET BOXES NOT USED IN EXPOSED AREAS. PROVIDE ALL OTHER UNUSED BOXES WITH STANDARD STEEL COVER PLATES.
   P. WHERE APPLICABLE, PROVIDE ROOFTOP CONDUIT SUPPORT SYSTEM, CONFORMING TO ROOFTOP WARRANTY REQUIREMENTS, PER BUILDING.

WIRES AND CABLES
1. CONTRACTOR TO COORDINATE WITH EQUIPMENT SUPPLIER AND VENDOR FOR EXACT EQUIPMENT OVER-CURRENT PROTECTION VOLTAGE, WIRE SIZE AND PLUG CONFIGURATION, IF APPLICABLE, PRIOR TO BID.
2. ALL EQUIPMENT/DEVICES TO BE PROVIDED WITH INSULATED GROUND CONDUCTOR.
3. ALL WIRE AND CABLE TO BE 600VOLT, COPPER, WITH THWN/THHN INSULATION, EXCEPT AS NOTED.
4. WIRE FOR POWER AND LIGHTING WILL NOT BE LESS THAN NO. 12AWG. ALL WIRE NO. 8 AND LARGER TO BE STRANDED.
5. CONTROL WIRING IS NOT TO BE LESS THAN NO. 14AWG, FLEXIBLE IN SINGLE CONDUCTORS OR MULTI-CONDUCTOR CABLES. CONTROL WIRING WILL CONSIST OF MULTI-CONDUCTOR CABLES WHEREVER POSSIBLE. CABLES TO BE PROVIDED WITH AN OVERALL FLAME-RETARDANT, EXTRUDED JACKET AND RATED FOR PLENUM USE. ALL CONTROL WIRE TO BE 600VOLT RATED.
6. WIRE PREVIOUSLY PULLED INTO CONDUIT IS CONSIDERED USED AND IS NOT TO BE RE-PULLED.
7. HOME RUNS AND BRANCH CIRCUIT WIRING FOR 20A, 120V CIRCUITS:

LENGTH (FT.)	HOME RUN WIRE SIZE
0 TO 50	NO. 12
51 TO 100	NO. 10
101 TO 150	NO. 8

8. VOLTAGE DROP IS NOT TO EXCEED 3%.
9. MAKE ALL CONNECTIONS WITH UL APPROVED, SOLDERLESS, PRESSURE TYPE INSULATED CONNECTORS: SCOTCHLOK OR AND APPROVED EQUAL.

WIRING DEVICES
1. ALL RECEPTACLES INSTALLED IN THIS PROJECT TO BE GROUNDING TYPE, WITH GROUNDING PIN SLOT CONNECTED TO DEVICE GROUND SCREW FOR GROUND WIRE CONNECTION.

DISCONNECT SWITCHES AND FUSES
1. DISCONNECT SWITCHES TO BE VOLTAGE-RATED TO SUIT THE CHARACTERISTICS OF THE SYSTEM FROM WHICH THEY ARE SUPPLIED.
2. PROVIDE HEAVY-DUTY, METAL-ENCLOSED, EXTERNALLY-OPERATED DISCONNECT SWITCHES, FUSED OR UNFUSED, OF SUCH TYPE AND SIZE AS REQUIRED TO PROPERLY PROTECT OR DISCONNECT THE LOAD FOR WHICH THEY ARE INTENDED.
3. PROVIDE NEMA 1 DISCONNECT SWITCHES FOR INTERIOR INSTALLATION, NEMA 3R FOR EXTERIOR INSTALLATION.
4. DISCONNECT SWITCHES TO BE MANUFACTURED BY:
   A. GENERAL ELECTRIC COMPANY
   B. SQUARE-D
5. PROVIDE RK-1 TYPE FUSES, UNLESS NOTED OTHERWISE.

INSTALLATION
1. INSTALL DISCONNECT SWITCHES WHERE INDICATED ON DRAWINGS.
2. INSTALL FUSES IN FUSIBLE DISCONNECT SWITCHES. FUSES MUST MATCH IN TYPE AND RATING.
3. FUSES TO BE MOUNTED SO THAT THE LABELS SHOWING THEIR RATINGS CAN BE READ WITHOUT REQUIRING FUSE REMOVAL.
4. FURNISH AND DEPOSIT SPARE FUSES AT THE JOB SITE AS FOLLOWS:
   A. THREE SPARES FOR EACH TYPE AND SIZE, IN EXCESS OF 60A, USED FOR INITIAL FUSING.
   B. TEN PERCENT SPARES FOR EACH TYPE AND SIZE, UP TO AND INCLUDING 60A, USED FOR INITIAL FUSING. IN NO CASE WILL LESS THAN THREE FUSES OF ONE PARTICULAR TYPE AND SIZE BE FURNISHED.

GENERAL NOTES:

INTENT
1. THESE SPECIFICATIONS AND CONSTRUCTION DRAWINGS ACCOMPANYING THEM DESCRIBE THE WORK TO BE DONE AND THE MATERIALS TO BE FURNISHED FOR CONSTRUCTION.
2. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE FULLY EXPLANATORY AND SUPPLEMENTARY. HOWEVER, SHOULD ANYTHING BE SHOWN, INDICATED, OR SPECIFIED ON ONE AND NOT THE OTHER, IT SHALL BE DONE THE SAME AS IF SHOWN, INDICATED OR SPECIFIED IN BOTH.
3. THE INTENTION OF THE DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS REASONABLY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS STIPULATED IN THE CONTRACT.
4. THE PURPOSE OF THE SPECIFICATIONS IS TO INTERPRET THE INTENT OF THE DRAWINGS AND TO DESIGNATE THE METHOD OF THE PROCEDURE, TYPE AND QUALITY OF MATERIALS REQUIRED TO COMPLETE THE WORK.
5. MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE CONSIDERED AS PART OF THE WORK. NO CHANGES THAT ALTER THE CHARACTER OF THE WORK WILL BE MADE OR PERMITTED BY THE OWNER WITHOUT ISSUING A CHANGE ORDER.

CONFLICTS
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATIONS OF ALL MEASUREMENTS AT THE SITE BEFORE ORDERING ANY MATERIALS OR DOING ANY WORK. NO EXTRA CHARGE OR COMPENSATION SHALL BE ALLOWED DUE TO DIFFERENCE BETWEEN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE CONSTRUCTION DRAWINGS. ANY SUCH DISCREPANCY IN DIMENSION WHICH MAY BE FOUND SHALL BE SUBMITTED TO THE OWNER FOR CONSIDERATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK IN THE AFFECTED AREAS.
2. THE BIDDER, IF AWARDED THE CONTRACT, WILL NOT BE ALLOWED ANY EXTRA COMPENSATION BY REASON OF ANY MATTER OR THING CONCERNING SUCH BIDDER MIGHT HAVE FULLY INFORMED THEMSELVES PRIOR TO THE BIDDING.
3. NO PLEA OF IGNORANCE OF CONDITIONS THAT EXIST, OR OF DIFFICULTIES OR CONDITIONS THAT MAY BE ENCOUNTERED, OR OF ANY OTHER RELEVANT MATTER CONCERNING THE WORK TO BE PERFORMED IN THE EXECUTION OF THE WORK WILL BE ACCEPTED AS AN EXCUSE FOR ANY FAILURE OR OMISSION ON THE PART OF THE CONTRACTOR TO FULFILL EVERY DETAIL OF ALL THE REQUIREMENTS OF THE CONTRACT DOCUMENTS GOVERNING THE WORK.

CONTRACTS AND WARRANTIES
1. CONTRACTOR IS RESPONSIBLE FOR APPLICATION AND PAYMENT OF CONTRACTOR LICENSES AND BONDS.
2. SEE MASTER CONTRACTION SERVICES AGREEMENT FOR ADDITIONAL DETAILS.

STORAGE
1. ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY FASHION AND IN A MANNER THAT DOES NOT NECESSARILY OBSTRUCT THE FLOW OF OTHER WORK. ANY STORAGE METHOD MUST MEET ALL RECOMMENDATIONS OF THE ASSOCIATED MANUFACTURER.

CLEANUP
1. THE CONTRACTORS SHALL, AT ALL TIMES, KEEP THE SITE FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY THEIR EMPLOYEES AT WORK AND AT THE COMPLETION OF THE WORK. THEY SHALL REMOVE ALL RUBBISH FROM AND ABOUT THE BUILDING AREA, INCLUDING ALL THEIR TOOLS, SCAFFOLDING AND SURPLUS MATERIALS AND SHALL LEAVE THEIR WORK CLEAN AND READY TO USE.
2. EXTERIOR
   A. VISUALLY INSPECT EXTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES AND OTHER FOREIGN MATTER.
   B. REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT SURFACES.
   C. IF NECESSARY, TO ACHIEVE A UNIFORM DEGREE OF CLEANLINESS, HOSE DOWN THE EXTERIOR OF THE STRUCTURE.
3. INTERIOR
   A. VISUALLY INSPECT INTERIOR SURFACE AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES AND OTHER FOREIGN MATTER FROM WALLS, FLOOR, AND CEILING.
   B. REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT SURFACES.
   C. REMOVE PAINT DROPPINGS, SPOTS, STAINS, AND DIRT FROM FINISHED SURFACES.

CHANGE ORDER PROCEDURE:
1. REFER TO SECTION 17 OF SIGNED MCSA: SEE PROFESSIONAL SERVICE AGREEMENT FOR MCSA.

RELATED DOCUMENTS AND COORDINATION
1. GENERAL CARPENTRY, ELECTRICAL AND ANTENNA DRAWINGS ARE INTERRELATED. IN PERFORMANCE OF THE WORK, THE CONTRACTOR MUST REFER TO ALL DRAWINGS. ALL COORDINATION TO BE THE RESPONSIBILITY OF THE CONTRACTOR.

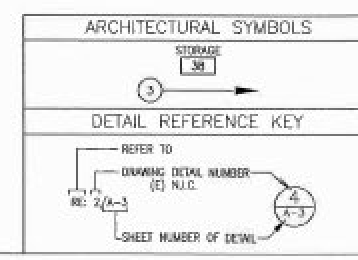
SHOP DRAWINGS
1. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AS REQUIRED AND LISTED IN THESE SPECIFICATIONS TO THE OWNER FOR APPROVAL.
2. ALL SHOP DRAWINGS SHALL BE REVIEWED, CHECKED AND CORRECTED BY CONTRACTOR PRIOR TO SUBMITTAL TO THE OWNER.

PRODUCTS AND SUBSTITUTIONS
1. SUBMIT 3 COPIES OF EACH REQUEST FOR SUBSTITUTION. IN EACH REQUEST, IDENTIFY THE PRODUCT OR FABRICATION OR INSTALLATION METHOD TO BE REPLACED BY THE SUBSTITUTION. INCLUDE RELATED SPECIFICATION SECTION AND DRAWING NUMBERS AND COMPLETE DOCUMENTATION SHOWING COMPLIANCE WITH THE REQUIREMENTS FOR SUBSTITUTIONS.
2. SUBMIT ALL NECESSARY PRODUCT DATA AND CUT SHEETS WHICH PROPERLY INDICATE AND DESCRIBE THE ITEMS, PRODUCTS AND MATERIALS BEING INSTALLED. THE CONTRACTOR SHALL, IF DEEMED NECESSARY BY THE OWNER, SUBMIT ACTUAL SAMPLES TO THE OWNER FOR APPROVAL IN LIEU OF CUT SHEETS.

QUALITY ASSURANCE
1. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THESE SHALL INCLUDE, BUT NOT BE LIMITED TO THE APPLICABLE CODES SET FORTH BY THE LOCAL GOVERNING BODY. SEE "CODE COMPLIANCE" T-1.

ADMINISTRATION
1. BEFORE THE COMMENCEMENT OF ANY WORK, THE CONTRACTOR WILL ASSIGN A PROJECT MANAGER WHO WILL ACT AS A SINGLE POINT OF CONTACT FOR ALL PERSONNEL INVOLVED IN THIS PROJECT. THIS PROJECT MANAGER WILL DEVELOP A MASTER SCHEDULE FOR THE PROJECT WHICH WILL BE SUBMITTED TO THE OWNER PRIOR TO THE COMMENCEMENT OF ANY WORK.
2. SUBMIT A BAR TYPE PROGRESS CHART, NOT MORE THAN 3 DAYS AFTER THE DATE ESTABLISHED FOR COMMENCEMENT OF THE WORK ON THE SCHEDULE, INDICATING A TIME BAR FOR EACH MAJOR CATEGORY OR UNIT OF WORK TO BE PERFORMED AT THE SITE, PROPERLY SEQUENCED AND COORDINATED WITH OTHER ELEMENTS OF WORK AND SHOWING COMPLETION OF THE WORK SUFFICIENTLY IN ADVANCE OF THE DATE ESTABLISHED FOR SUBSTANTIAL COMPLETION OF THE WORK.
3. PRIOR TO COMMENCING CONSTRUCTION, THE OWNER SHALL SCHEDULE AN ON-SITE MEETING WITH ALL MAJOR PARTIES. THIS WOULD INCLUDE, BUT NOT LIMITED TO, THE OWNER, PROJECT MANAGER, CONTRACTOR, LAND OWNER REPRESENTATIVE, LOCAL TELEPHONE COMPANY, TOWER ERECTION FOREMAN (IF SUBCONTRACTED).
4. CONTRACTOR SHALL BE EQUIPPED WITH SOME MEANS OF CONSTANT COMMUNICATIONS, SUCH AS A MOBILE PHONE OR A BEEPER. THIS EQUIPMENT WILL NOT BE SUPPLIED BY THE OWNER, NOR WILL WIRELESS SERVICE BE ARRANGED.
5. DURING CONSTRUCTION, CONTRACTOR MUST ENSURE THAT EMPLOYEES AND SUBCONTRACTORS WEAR HARD HATS AT ALL TIMES. CONTRACTOR WILL COMPLY WITH ALL PPCS SAFETY REQUIREMENTS IN THEIR AGREEMENT.
6. PROVIDE WRITTEN DAILY UPDATES ON SITE PROGRESS TO THE OWNER.
7. COMPLETE INVENTORY OF CONSTRUCTION MATERIALS AND EQUIPMENT IS REQUIRED PRIOR TO START OF CONSTRUCTION.
8. NOTIFY THE OWNER/PROJECT MANAGER IN WRITING NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, TOWER ERECTIONS, AND EQUIPMENT CABINET PLACEMENTS.

INSURANCE AND BONDS
1. CONTRACTOR, AT THEIR OWN EXPENSE, SHALL CARRY AND MAINTAIN, FOR THE DURATION OF THE PROJECT, ALL INSURANCE, AS REQUIRED AND LISTED, AND SHALL NOT COMMENCE WITH THEIR WORK UNTIL THEY HAVE PRESENTED AN ORIGINAL CERTIFICATE OF INSURANCE STATING ALL COVERAGES TO THE OWNER. REFER TO THE MASTER AGREEMENT FOR REQUIRED INSURANCE LIMITS.
2. THE OWNER SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES.
3. CONTRACTOR MUST PROVIDE PROOF OF INSURANCE.



ABBREVIATIONS

ADJ	ADJUSTABLE
AGL	ABOVE GROUND LINE
&	AND
APPROX	APPROXIMATE
@	AT
BTS	BASE TRANSMISSION STATION
CAB	CABINET
CLG	CEILING
CONC	CONCRETE
CONT	CONTINUOUS
DIA OR #	DIAMETER
DWG	DRAWING
EA	EACH
ELEC	ELECTRICAL
ELEV	ELEVATION
EQ	EQUAL
EQUIP	EQUIPMENT
EGB	EQUIPMENT GROUND BAR
EXT	EXTERIOR
FF	FINISHED FLOOR
GA	GAUGE
GALV	GALVANIZED
GC	GENERAL CONTRACTOR
GRND	GROUND
LG	LONG
MAX	MAXIMUM
MECH	MECHANICAL
MW	MICROWAVE DISH
MFR	MANUFACTURER
MGB	MASTER GROUND BAR
MIN	MINIMUM
MTL	METAL
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OC	ON CENTER
OPP	OPPOSITE
PCS	PERSONAL COMMUNICATION SYSTEM
PPC	POWER PROTECTION CABINET
SF	SQUARE FOOT
SHT	SHEET
SIM	SIMILAR
SS	STAINLESS STEEL
STL	STEEL
TOC	TOP OF CONCRETE
TOM	TOP OF MASONRY
TYP	TYPICAL
VIF	VERIFY IN FIELD
UON	UNLESS OTHERWISE NOTED
WWF	WELDED WIRE FABRIC
W/	WITH

INFINIGY
1033 WATERVLIET SHAKER RD
ALBANY, NY 12205
TEL (518) 690-0790
FAX (518) 690-0793

T-Mobile

COMMONWEALTH OF VIRGINIA
Joseph R. Johnston
JOSEPH R. JOHNSTON
Lic. No. 43-2918 SEP 14 2018
PROFESSIONAL ENGINEER

Drawn: RB
Designed: RB
Checked: AJ

Project Number: 489-033

Project Title: 7HCH158A
NINEVEH
398 FAIRGROUNDS ROAD
FRONT ROYAL, VA 22630

Prepared For: smartlink

Drawing Title: GENERAL NOTES

Drawing Number: N1

TOWN OF FRONT ROYAL
TOWN MANAGERS OFFICE
102 E. MAIN STREET
PO BOX 1560
FRONT ROYAL, VIRGINIA 22630-1560
(540) 635-8007
(540) 636-7475 (Fax)

JOSEPH E. WALTZ
Town Manager
jwaltz@frontroyalva.com

March 29, 2018

T-Mobile Northeast LLC
4 Sylvan Way
Parsippany, NJ 07054
Attn: Property Management

RE: T-Mobile Lease Renewal

To Whom It May Concern,

On March 27, 2018, I received, and the Town of Front Royal agrees to T-Mobile's lease renewal request for a fourth and final five (5) year period, ending March 31, 2023. Applying a ten percent (10%) CPI rent inflator to the current rent amount of $2,444.50, as provided for in the lease, the new monthly rent amount will be **$2,688.95**, commencing April 1, 2018.

If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Joseph E. Waltz
Town Manager

cc: George Sonnett, Assistant Town Attorney
BJ Wilson, Director of Finance
T-Mobile USA Inc.; 1290 SE 38th Street Bellevue, WA 98006; PCS Lease Admin.

T-Mobile

Toll Free: (877) 373-0093
PropertyManagement@T-Mobile.com

3/22/18

Town of Front Royal
Town Manager
16 N Royal Ave
Front Royal, VA 22630-2612

Re: Lease Renewal Notice
Site Address: 395 Fairgrounds Rd; Front Royal VA 22630
T-Mobile Site No.: 7HCH158A

To Whom It May Concern:

This letter shall serve as T-Mobile's notice to renew the agreement for another term, effective 4/1/18.

T-Mobile appreciates the opportunity to continue leasing space from you.

T-Mobile's preferred method of payment is direct deposit using an electronic funds transfer (EFT) service. Please go to www.paymode.com/t-mobile to enroll, or call Paymode-X toll free at 1-866-252-7366. We strongly encourage you to take advantage of this free electronic service.

To process any further requests in a timely manner please include the Site number on all communications. The Site number can be found on all T-Mobile correspondence.

Should you have any questions or comments, Property Management can be contacted via email or telephone as noted above.

Sincerely,

T-Mobile, Lease Management Team

RECEIVED
MAR 27 2018
TOWN OF FRONT ROYAL
TOWN MANAGER'S OFFICE

7C

Town of Front Royal, Virginia
Council Agenda Statement

Item No. 7(C)

Meeting Date: November 26, 2018

Agenda Item: COUNCIL APPROVAL – Bid for Concrete

Summary: Council is requested to approve the bid from Rockingham Redi-Mix of Harrisonburg, VA for various mixes of concrete in the amount of the attached quoted prices.

Budget/Funding: Public Works Funds depending on product and project
4102-45407; 4102-47907; 4102-47909; 4500-45407; 4500-45477

Attachments: Memorandums from the Purchasing Manager and Infrastructure Manager and Concrete Tabulation Sheet

Meetings: None

Staff Recommendation: Approval ✓ Denial_____

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

Proposed Motion: **I move that Town Council approve the bid from Rockingham Redi-Mix of Harrisonburg, VA for various mixes of concrete in the amount of the attached quoted prices.**

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JW

The Town of Front Royal, VA
102 E. MAIN STREET
P.O. BOX 1560
FRONT ROYAL, VIRGINIA 22630-1560

ALISA M. SCOTT
Purchasing Manager
(540) 636·6889 (540) 636-7473 fax
email: ascott@frontroyalva.com

MEMORANDUM

Date: November 19th, 2018
To: Tina Presley, Senior Executive Assistant
Town Manager's Office
From: Alisa Scott, Purchasing Manager
RE: Request to Add Agenda Item for Concrete Bid Approval

On Wednesday, November 14th, 2018, I held a bid opening to set firm pricing for various mixes of concrete beginning January 1st, 2019 – December 31st, 2019. Due to historical spending on these products, the Purchasing Department requests Town Council approval. Please add this action item to the Monday, November 26th, 2018 agenda referencing the attached bid tabulation and memo from Public Works.

Staff recommends the award for various mixes of concrete to Rockingham Redi-Mix from Harrisonburg, VA at quoted prices.

Funding for the concrete will be drawn from various Public Works funds depending on the product and project. These line items are 4102-45407, 4102-47907, 4102-47909, 4500-45407 or 4500-45477.

Memo

Town of Front Royal Public Works

TO: BJ Wilson, Director of Finance

FROM: Steve Scheulen, Infrastructure Manager

CC:

DATE: November 19, 2018

RE: Concrete Bid Award

Public Works has reviewed the concrete tabulations and would like to move forward with awarding the bid to Rockingham Redi Mix. The pricing provided for the various mixes the Town uses are consistent with previous contracts and Rockingham has provided for the Town without issue in the past.

CONCRETE TABULATION

Quotation #30

Date: NOVEMBER 15, 2018 Mailed: 9 Replied 1

	ROCKINGHAM REDI MIX HARRISONBURG, VA QUOTATION
FIRM CONCRETE PRICES FOR FY19	
B MIX CONCRETE	$122.00/CY AND/OR $100 SMALL LOAD FEE (STAND-ALONE, LESS THAN 5CY)
A MIX CONCRETE	$123.50/CY AND/OR $100 SMALL LOAD FEE (STAND-ALONE, LESS THAN 5CY)
A-3 MIX CONCRETE, REGULAR SAND	$125.00/CY AND/OR $100 SMALL LOAD FEE (STAND-ALONE, LESS THAN 5CY)
A-3 MIX CONCRETE, NATURAL SAND	$127.00/CY AND/OR $100 SMALL LOAD FEE (STAND-ALONE, LESS THAN 5CY)
A-4 MIX, NATURAL SAND	$135.75/CY AND/OR $100 SMALL LOAD FEE (STAND-ALONE, LESS THAN 5CY)
EXPOSED AGGREGATE MIX CONCRETE	$153.00/CY AND/OR $100 SMALL LOAD FEE (STAND-ALONGE, LESS THAN 5CY)

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

Witness

Purchasing Manager

7D

Town of Front Royal, Virginia
Council Agenda Statement

Item No. 7(D)

Meeting Date: November 26, 2018

Agenda Item: COUNCIL APPROVAL – HEPTAD Request for One-year Extension to Submit Development Plan

Summary: Council is requested to consider approval of a request from HEPTAD, LLC to extend their deadline to submit a development plan. Town Code requires that a development plan be submitted within one (1) year of approval of the Master Land Use Plan. The Town Code also allows the deadline to be extended by Town Council. Council approve a one-year extension in 2016 and 2017. The current extension expires December 3, 2018.

HEPTAD, LLC is the owner of the proposed development referred to as Swan Estates. It was conditionally rezoned to the PND District in 2012.

Budget/Funding: None

Attachments: Letter from Lawson & Silek P.L.C.

Meetings: Work Session held November 19, 2018

Staff Recommendation: Approval ✓ Denial_____

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

Proposed Motion: **I move the Town Council approve the request from HEPTAD, LLC for a one-year extension to submit their required development plan for property referred to as Swan Estates (HEPTAD) until December 3, 2019.**

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JW

LAWSON AND SILEK, P.L.C.

43 CHESTER STREET
POST OFFICE BOX 602
FRONT ROYAL, VIRGINIA 22630
TELEPHONE: (540) 635-9415
FACSIMILE: (540) 635-9421
EMAIL: RLIGHT@LAWSONANDSILEK.COM

November 5, 2018

Jeremy F. Camp, Director
Department of Planning & Zoning
Town of Front Royal
102 East Main Street
Front Royal, Virginia 22630

Email: jcamp@frontroyalva.com

RE: Heptad – Request for Extension on Development Plan

DELIVERED BY ELECTRONIC MAIL ONLY

Dear Jeremy:

As you know, pursuant to Town Code §175-37.18, the Town Council granted Heptad an extension on the requirement to file the Development Plan required by the Town Code. The extension is scheduled to expire on December 3, 2018. I am writing this letter on behalf my client to request from the Town Counsel an additional extension of the Development Plan requirement to at least December 3, 2019. Please treat this letter as Heptad's statement of justification for such a request.

My client has continued to actively and diligently market the property. Indeed, since the first quarter of this year, the property has been actively listed with John Lesinski of Colliers International. Although Heptad has had multiple discussions with interested parties, those discussions have unfortunately not yet resulted in any firm offers. Thus, Heptad respectfully requests the extension so as to allow the continued listing of the property and to hopefully bring about a successful sale of the property for development as contemplated by the approved rezoning proffers.

We respectfully request that this matter be placed on the Town Council's regular meeting agenda for approval. We also ask that you copy us with any Town communications, notices, or meeting agendas referencing this request.

Thank you in advance for your assistance, and please contact Joe or me with any additional questions.

Respectfully,

Robert J. Light

Cc: Heptad, LLC

8

Town of Front Royal, Virginia
Council Agenda Statement

Meeting Date: November 26, 2018

Agenda Item: COUNCIL APPROVAL – Proclamation for "Michael Ryan Ramey Day"

Summary: Council is requested to approve a Proclamation proclaiming December 5, 2018 as "Michael Ryan Ramey Day" in the Town of Front Royal, as presented.

Budget/Funding: None

Attachments: Proclamation

Meetings: None

Staff Recommendation: Approval ✓ Denial _____

Proposed Motion: **I move that Council approve a Proclamation proclaiming December 5, 2018 as "Michael Ryan Ramey Day" in the Town of Front Royal, as presented.**

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JW

Proclamation

Michael Ryan Ramey Day

WHEREAS, a beautiful child, Michael Ryan Ramey, joined this world on December 5, 2010, to proud parents, Marc & Ashley, and;

WHEREAS, Michael bounced through this life creating joy and leaving a trail of epic smiles wherever he landed; and

WHEREAS, Michael had the heart, determination, and bravery of the Superheroes he so admired; and

WHEREAS, Michael had great love and respect for the men and women in uniform; both law enforcement and firefighters; and

WHEREAS, Michael had a special interest in the bird of the Commonwealth, the Cardinal; a bird which symbolizes determination, joy, and compassion; and

WHEREAS, Michael took pride in making friends, and had a deep love for his family: Marc, Lacey & Seth Ramey; and Ashley, Joseph & Jackson Woodall;

WHEREAS, Michael left this world on June 10, 2018, leaving an indelible mark on his community through his life and love for others and will be long and warmly remembered by all; and

WHEREAS, in honor of Michael, his school, Ressie Jeffries Elementary School on Criser Road, will plant a tree on Sat., December 8th to celebrate his precious life;

NOW THEREFORE, **the Mayor & Town Council of the Town of Front Royal, in recognition of the light & life Michael contributed to our community as a whole, we hereby proclaim December 5th, 2018 as**

" Michael Ryan Ramey Day "

in the Town of Front Royal.

Signed:

Hollis L. Tharpe
Mayor

Attest:

Jennifer E. Berry
Clerk of Council

Approved this 26th Day of November 2018 by the Town Council of the Town of Front Royal, Virginia

123Certificates

9

Town of Front Royal, Virginia
Council Agenda Statement

Meeting Date: November 26, 2018

Agenda Item: COUNCIL APPROVAL – Amendment to the FY2019 Budget Concerning a List of Outstanding Purchase Orders that Need to be Carried Forward *(2nd Reading)*

Summary: Council is requested to adopt on its second and final reading an amendment to the FY 2019 Budget concerning a list of outstanding purchase orders that the Finance department has compiled, totaling $14,654,326.96, based on the final audit results that need to be carried forward to the FY2019 budget cycle to complete unfinished projects.

Budget/Funding: Funding will be offset from the appropriate fund balance reserves for each fund indicated, the revenue for these projects having been connected in previous budget cycle, as follows:

General Fund	$ 447,908.78
Special Projects	$1,384772.81
Electric Fund	$ 539,112.6
Sewer Fund	$7,247,675.70
Water Fund	$3,147,458.28
Solid Waste Fund	$ 28,907.79
Street Fund	$1,858,490.09.

Attachments: List of Purchase Orders

Meetings: Work Session held October 15, 2018. Public Hearing held November 13, 2018.

Staff Recommendation: Approval ✓ Denial_____

Proposed Motion: **I move that Council adopt on its second and final reading an amendment to the FY 2019 Budget concerning a list of outstanding purchase orders that the Finance department has compiled, totaling $14,654,326.96, that need to be carried forward to the FY2019 budget cycle to complete unfinished projects.**

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JW

	PO#	Account#	Vendor		Amount	Year Reserved	Description
Projects	28341	9130 - R47013	FACILITY STUDY	$	264,949.65	FY15-FY18	POLICE DEPT HQ
	29306	9130 - R47961	COMMUNITY PLANNING PARTN	$	62,775.57	FY18	CBDG PROJECT MANAGMENT
	29379	9130 - R47982	G.B. FOLTZ CONTRACTING,	$	1,057,047.59	FY18	W MAIN CONNECTOR
				$	1,384,772.81		
Council	28237	1101 - R43002	COMMUNITY DEVELOPMENT	$	45,896.96	FY15	COMMUNITY DEVELOPMENT
	28953	1101 - R43002	COMMUNITY DEVELOPMENT	$	1,236.64	FY17	COMMUNITY DEVELOPMENT
	29034	1101 - R43002	MILLIMAN, INC.	$	7,975.00	FY17	ACTURIAL SERVICES
				$	55,108.60		
Town Manager	29419	1201 - R45428	SWANK MOTION PICTURES, I	$	1,260.00	FY18	GAZEBO FLICKS
				$	1,260.00		
HR	29033	1202 - R45504	INTERNATIONAL PUBLIC MAN	$	2,520.00	FY17	TRAINING FEES
	29038	1202 - R42013	CAPELLA UNIVERSITY INC	$	400.00	FY17	TUITION ASSISTANCE - 4 CL
				$	2,920.00		
Fleet	29055	1203 - R47009	BAUGHAN & BAUKHAGES, PLL	$	93,818.90	FY16-FY17	ARCHITECTURAL SERVICES
Maintenance	29058	1203 - R45412	W W GRAINGER INC	$	2,800.00	FY17	ASSORTED OFFICE FURNITURE
	29422	1203 - R47003	BEARCOM	$	6,370.77	FY18	GPS BACKUP BATTERY
				$	102,989.67		
I/T	29020	1204 - R47007	SYNTAX COMMUNICATIONS,	$	13,748.56	FY17	FIBER UPGRAD
	29053	1204 - R45504	(ISC)2	$	8,000.00	FY17	IT STAFF - SECURITY TRAIN
	29087	1204 - R43005	RICOH USA, INC.	$	5,078.60	FY18	RICOH
	29088	1204 - R43005	RICOH USA, INC.	$	4,513.02	FY18	COPIER LEASE
	29089	1204 - R43005	SHENTEL SERVICE COMPANY	$	3,145.00	FY18	100 MBPS INTERNET ACCESS
	29141	1204 - R45421	CDW GOVERNMENT, INC.	$	556.56	FY18	APPLE KEYBOARD & DOCKING STATION
	29374	1204 - R43005	ADOBE SYSTEM INC.	$	5,279.04	FY18	CREATIVE CLOUD & PHOTOSHO
	29397	1204 - R43005	POWER DMS	$	5,532.00	FY18	2 YEARS RENEWAL SDMS-AS
	29415	1204 - R47007	SHI CORP.	$	4,000.00	FY18	TOWN COUNCIL I-PAD REPLACEMENTS
				$	49,852.78		

	PO#	Account#	Vendor		Amount	Year Reserved	Description
Tourism	28285	1205 - R43018	4IMPRINT	$	2,803.44	FY15	PROMOTIONAL SUPPLIES
	28645	1205 - R43006	COMMERCIAL PRESS, INC	$	869.74	FY16	PRINTING SERVICES
	28694	1205 - R43040	NATIONAL MEDIA SERVICES,	$	10,000.00	FY16	WAYFINDING SIGNS
				$	13,673.18		
Finance	29427	1222 - R45504	COMMONWEALTH OF VIRGINIA	$	550.00	FY18	VCA CLASS
				$	550.00		
Police	29391	3101 - R45425	TSSI	$	165.60	FY18	LOW ROLL DISTRACTION DEVICE
	29391	3101 - R45425	TSSI	$	2,154.50	FY18	40MM OC FERRET
	29406	3101 - R45410	MARLOW WHITE UNIFORMS, I	$	1,490.80	FY18	MARLOW WHITE QUOTE
	29406	3101 - R45413	MARLOW WHITE UNIFORMS, I	$	456.00	FY18	MARLOW WHITE QUOTE
	29354	3102 - R45409	CIVIL DISTURBANCE UNIT	$	19,560.00	FY18	POLICE PATROL SUPPLIES
				$	23,826.90		
B & G	28570	4302 - R43004	LOWE'S	$	21,500.00	FY16-FY18	ROOF REPLACEMENT
	29326	4302 - R47009	CARTER MACHINERY CO INC	$	29,225.99	FY18	FY18 GENERAL PROPERTIES D
	29394	4302 - R47009	LANTZ CONSTRUCTION WINCH	$	53,774.87	FY18	TOWN HALL GENERATOR
				$	104,500.86		
Horticulture	29396	4305 - R45413	SPRINGTIME GARDEN CENTER	$	5,317.30	FY18	PORTSMOUTH ROAD PROJECT
				$	5,317.30		
P&Z	27531	8101 - R47014	AIR SURVEY CORPORATION	$	54,105.00	FY14	UPDATE AERIAL IMAGERY DAT
	28342	8101 - R43026	RENAISSANCE PLANNING GRO	$	29,809.49	FY15	COMP PLAN UPDATES
	28693	8101 - R43002	SABRA, WANG & ASSOCIATES	$	3,995.00	FY16	PROFESSIONAL SERVICES REN
				$	87,909.49		

	PO#	Account#	Vendor		Amount	Year Reserved	Description
Streets	29100	4102 - R45474	CLATTERBUCK PAVEMENT MAR	$	292.77	FY18	THERMOPLASTIC PAVEMENT MA
	28869	4102 - R47933	RACEY PAVING & EXCAVATIN	$	3,036.76	FY17	CRISER ROAD TRAIL
	29063	4107 - R45515	TREASURER OF VIRGINIA	$	1,500.00	FY17	TRAINING AND LICENSE FEES
	28302	4500 - R45407	CARMEUSE LIME AND STONE	$	13,567.78	FY15	VARIOUS GRADE OF STONE
	29316	4500 - R45407	VULCAN, INC.	$	5,498.00	FY18	VARIOUS HARDWARE
	29100	4500 - R45474	CLATTERBUCK PAVEMENT MAR	$	207.14	FY18	THERMOPLASTIC PAVEMENT MA
	29421	4500 - R45474	MIDATLANTIC MARKING INC	$	4,368.04	FY18	THERMOPLASTIC PAVEMENT MA
	29380	4500 - R45477	LANTZ CONSTRUCTION WINCH	$	3,606.00	FY18	WALL DEMOLITION WITH CLEA
	29177	4500 - R45478	CARGILL, INC.	$	12,618.81	FY18	DEICING ROAD SALT
	29110	4500 - R47001	WINCHESTER EQUIPMENT COM	$	3,880.75	FY18	BOBCAT 72" SWEEPER BOX AN
	28932	4500 - R47005	CAPITAL GMC TRUCKS, INC.	$	148,894.00	FY17-FY18	DUMP TRUCK
	28461	4500 - R47909	ARTHUR CONSTRUCTION CO.,	$	124,025.00	FY16	WESTMINSTER DRIVE SIDEWAL
	29337	4500 - R47926	ARCHER WESTERN CONSTRUCT	$	668,253.50	FY18	CRISER ROAD BRIDGE
	29171	4500 - R47927	W-L CONSTRUCTION AND PAV	$	456,914.94	FY18	PAVING PROJECTS
	29338	4500 - R47941	LANTZ CONSTRUCTION WINCH	$	48,519.25	FY18	CURB & GUTTER - THROUGH J
	29321	4500 - R47956	SLURRY PAVERS INCORPORAT	$	195,300.00	FY18	SLURRY SEAL
	29162	4500 - R47957	BRANCH HIGHWAYS, INC.	$	146,351.25	FY18	LEACH RUN PARKWAY CONSTRU
	29392	4500 - R47962	MATTERN & CRAIG	$	21,657.00	FY18	ENGINEERING ON CRISER RD
				$	1,858,490.99		
Electric	29428	9499 - R40001	WELLS FARGO BANK, NA	$	87,000.00	FY18	AMI DEBT SERVICE
	29428	9499 - R40005	WELLS FARGO BANK, NA	$	120,000.00	FY18	AMI DEBT SERVICE
	28390	9401 - R43002	ENGINEERING TECHNIQUES,	$	4,500.00	FY16	MAIN STREET CANOPY LIGHTS
	28743	9401 - R43002	GDS ASSOCIATES, INC.	$	3,000.00	FY17	POWER SUPPLY CONSULTING S
	28541	9401 - R43004	MORETZ CONSULTING	$	3,800.00	FY16	ELECTRIC VEHICLE DC FAST
	29189	9401 - R43004	PITTMAN'S TREE & LANDSCA	$	39,512.03	FY18	TREE TRIMMING
	29269	9401 - R45407	PAINTER-LEWIS, P.L.C.	$	1,639.68	FY18	DEQ PERMIT
	29295	9401 - R45407	UNITED UTILITY	$	5,025.00	FY18	ATB240BLEDE70MVOLTR3PCLL
	29400	9401 - R45407	ANIXTER INC.	$	10,000.00	FY18	ELECTRIC SYSTEM ON LEACH
	29011	9401 - R45410	SAFETY ZONE SPECIALISTS	$	1,000.00	FY17	FR CLASS 3 HI-VIS SHORT S
	29304	9401 - R47005	ALTEC INDUSTRIES, INC.	$	40,000.00	FY18	FIRST PAYMENT REPLACE #344
	29370	9401 - R47502	UNITED UTILITY	$	2,838.00	FY18	LNH2LU5MOITR5BA W/PHOTOCE
	29399	9401 - R47910	ECONOLITE CONTROL PRODUC	$	10,800.00	FY18	TRAFFIC LIGHT SUPPLY
	29242	9401 - R47938	SOUTHEASTERN CONSULTING	$	126,534.96	FY18	KENDRICK LANE TRANSFORMER
	27543	9417 - R47001	SUPERION	$	83,462.94	FY14	AMI - PROGRAM
				$	539,112.61		

	PO#	Account#	Vendor		Amount	Year Reserved	Description
Sewer	29087	9502 - R43005	RICOH USA, INC.	$	584.13	FY18	COPIER
	29277	9801 - R43002	PENNONI ASSOCIATES, INC.	$	3,826.75	FY18	ROYAL PHOENIX, LOT 6 PUMP
	29346	9801 - R43002	STANTEC CONSULTING, INC.	$	25,000.00	FY18	WATER SEWER RATE ANALYSIS
	29030	9801 - R43004	W W GRAINGER INC	$	1,500.00	FY17	SHELVING
	29085	9801 - R43005	WASTE MANAGEMENT OF WEST	$	56,324.24	FY18	BIOSOLIDS DISPOSAL SERVIC
	29250	9801 - R43005	ABB, INC.	$	1,080.09	FY18	QUARTERLY SERVICE CONTRAC
	29425	9801 - R43005	WASTE MANAGEMENT OF WEST	$	22,000.00	FY18	BISOLIDS DISPOSAL
	29222	9801 - R43077	INBODEN ENVIRONMENTAL SE	$	12,759.60	FY18	PERMIT REQUIRED TESTING T
	27930	9801 - R45407	GHD INC.	$	16,882.00	FY14	FAN PRESS
	29031	9801 - R45407	USABLUEBOOK	$	10,000.00	FY17	EFFLUENT COMPOSITE SAMPLE
	29174	9801 - R45407	COMMONWEALTH CONTROLS CO	$	3,537.39	FY18	VARIABLE FREQUENCY DRIVE,
	29245	9801 - R45407	APPLIED INDUSTRIAL TECHN	$	6.97	FY18	MARTIN 1-1/4" SROCKET
	29245	9801 - R45407	APPLIED INDUSTRIAL TECHN	$	49.89	FY18	1 HP 480 V 3 PHASE MOTOR
	29245	9801 - R45407	APPLIED INDUSTRIAL TECHN	$	272.08	FY18	DODGE GEAR DRIVE
	29412	9801 - R45412	PIFER OFFICE SUPPLY	$	8,300.00	FY18	OFFICE FURNITURE
	29091	9801 - R45413	WINSCHEL ENVIRONMENTAL,	$	3,740.00	FY18	BRENNTAG WINFLOC 7BC1 POL
	29389	9801 - R45413	EVOQUA WATER TECHNOLOGIE	$	3,000.00	FY18	MAGNETITE
	27549	9801 - R47009	LANTZ CONSTRUCTION WINCH	$	70,000.00	FY14	CROOKED RUN PUMP STATION
	28563	9801 - R47009	LANTZ CONSTRUCTION WINCH	$	32,562.00	FY16	BLOWER BUILDING
	28885	9801 - R47009	PATTERSON CONSTRUCTION C	$	500,000.00	FY17	RIVERTON & CRKD RUN PUMP
	29339	9801 - R47009	G.B. FOLTZ CONTRACTING,	$	469,381.92	FY18	ROYAL PHOENIX NORTHERN PU
	28187	9801 - R47015	ADAMS ROBINSON ENTERPRIS	$	2,667,355.75	FY15	WWTP EXPANSION
	28375	9801 - R47015	GHD INC.	$	240,424.58	FY16	WWTP UPGRADE
	28309	9802 - R47998	D & S CONTRACTORS	$	2,904,640.55	FY15-FY18	I & I ABATEMENT
	28666	9802 - R47998	CHA CONSULTING, INC.	$	194,447.76	FY16	I & I ABATEMENT
				$	7,247,675.70		

	PO#	Account#	Vendor		Amount	Year Reserved	Description
Water	29087	9501 - R43005	RICOH USA, INC.	$	584.13	FY18	COPIER
	28287	9601 - R43002	CHA CONSULTING, INC.	$	25,000.00	FY15	WATER TREATMENT PLANT RES
	29017	9601 - R43002	CHA CONSULTING, INC.	$	18,940.00	FY17	WATER DISTRIBUTION/SYSTEM
	29346	9601 - R43002	STANTEC CONSULTING, INC.	$	25,000.00	FY18	WATER SEWER RATE ANALYSIS
	29424	9601 - R43002	VIRGINIA DEPARTMENT OF H	$	52,500.00	FY18	VULNERABIILITY/ASSET MANA
	29012	9601 - R43004	EASTERN SUPPLY INC	$	1,200.00	FY17	BASIN CONTROL EQUIPMENT E
	29416	9601 - R43004	LOWE'S	$	2,300.00	FY18	WATER PLANT FLOORS STRIPP
	29250	9601 - R43005	ABB, INC.	$	1,080.10	FY18	QUARTERLY SERVICE CONTRAC
	29270	9601 - R45407	ENGINEERED FLUID, INC.	$	303.56	FY18	SMITH BLAIR COUPLING 12"
	29176	9601 - R45413	UNIVAR USA INC	$	3,760.00	FY18	SODIUM FLUORIDE - (80)50#
	29184	9601 - R45413	COYNE CHEMICAL	$	2,246.41	FY18	POTASSIUM PERMANGANATE -
	27546	9601 - R47009	CHA CONSULTING, INC.	$	125,000.00	FY14	RESERVIOR REPAIRS & PIER
	28119	9601 - R47009	CHA CONSULTING, INC.	$	460,000.00	FY14-FY16	FAIRGROUND ROAD WATER TAN
	28327	9601 - R47009	CHA CONSULTING, INC.	$	300,000.00	FY15-FY17	JAMESTOWN PUMP STATION
	28559	9601 - R47009	CARTER MACHINERY CO INC	$	11,240.00	FY16	REPLACEMENT CONTROL FOR T
	28871	9601 - R47009	FLOMEC, INC.	$	300,000.00	FY17-FY18	FILTER MEDIA
	29016	9601 - R47009	UTILITY SERVICE CO INC	$	18,690.08	FY17	RAW WATER INTAKE LINE CLE
	29018	9601 - R47009	LONG FENCE	$	35,000.00	FY17	ALUMINUM HAND RAIL REPLAC
	29019	9601 - R47009	COMMERCIAL PAINTING CORP	$	5,880.00	FY17	FILTER MEDIA AREA PAINTIN
	27494	9601 - R47903	MCGRANE FENCE COMPANY	$	39,729.00	FY13	SECURITY IMPROVEMENTS
	29413	9602 - R43002	UTILITY SERVICES ASSOCIA	$	72,360.00	FY18	LEAK DETECTION SURVEY
	29414	9602 - R45504	AMERICAN WATER WORKS ASS	$	4,600.00	FY18	TRAINING
	29313	9602 - R47513	BUSHONG CONTRACTING CORP	$	1,048,446.80	FY18	WATERLINE UPGRADES
	29409	9602 - R47513	W-L CONSTRUCTION AND PAV	$	99,158.20	FY18	PAVING WATERLINE REPAIRS
	28992	9617 - R47001	CORE & MAIN	$	391,440.00	FY17-FY18	WATER METERS
	29343	9672 - R40001	U.S. BANK	$	29,000.00	FY18	DEBT SERVICE ON WATER LOOP
	29343	9672 - R40005	U.S. BANK	$	74,000.00	FY18	DEBT SERVICE ON WATER LOOP
				$	3,147,458.28		

	PO#	Account#	Vendor		Amount	Year Reserved	Description
Solid Waste	29060	4203 - R47001	TOTER LLC	$	3,174.60	FY17	DUMPSTERS WITH LIDS, CART
	29143	4203 - R45407	BEARSAVER	$	1,736.97	FY18	BEAR PROOF REFUSE CONTAIN
	29167	4203 - R47001	TOTER LLC	$	5,960.40	FY18	96 GALLON ROLL OUT CART
	29172	4203 - R47001	TOTER LLC	$	5,300.00	FY18	96 GALLON REFUSE CART
	29279	4203 - R47001	BEARSAVER	$	1,601.00	FY18	RESIDENTIAL TRASH CART EN
	29395	4203 - R47001	TOTER LLC	$	11,134.82	FY18	TRASH CARTS AND/OR LIDS
				$	28,907.79		

General Fund	$	447,908.78
Special Projects	$	1,384,772.81
Street Fund	$	1,858,490.99
TOTAL GOVERNMENTAL FUNDS	**$**	**3,691,172.58**
Electric Fund	$	539,112.61
Sewer Fund	$	7,247,675.70
Water Fund	$	3,147,458.28
Solid Waste Fund	$	28,907.79
TOTAL OF ALL FUNDS	**$**	**14,654,326.96**

10

Town of Front Royal, Virginia
Council Agenda Statement

Meeting Date: November 26, 2018

Agenda Item: COUNCIL RE-APPOINTMENT – Urban Forestry Advisory Committee

Summary: Council is requested to re-appoint a member to the Urban Forestry Advisory Committee (UFAC) to a four-year term ending December 20, 2022.

Budget/Funding: None

Attachments: None

Meetings: Work Sessions held November 13, 2018.

Staff Recommendation: Approval ✓ Denial_____

Proposed Motion: **I move that Council re-appoint Linda Taylor to the Urban Forestry Advisory Commission (UFAC) to a four-year term ending December 20, 2022.**

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JW

11

Town of Front Royal, Virginia
Council Agenda Statement

Item No. 11

Meeting Date: November 26, 2018

Agenda Item: COUNCIL APPOINTMENT – NSVRC Elected Representative

Summary: Council is requested to appoint an elected representative to the Northern Shenandoah Valley Regional Commission said term to expire when the elected representative's term expires (12/31/2022).

Budget/Funding: None

Attachments: None

Meetings: Work Sessions held November 13, 2018.

Staff Recommendation: Approval ✓ Denial_____

Proposed Motion: **I move that Council appoint Councilman-Elect Letasha Thompson as the elected representative to serve on the Northern Shenandoah Valley Regional Commission (NSVRC) said term to begin January 1, 2019 and end December 31, 2022.**

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JW

12

Town of Front Royal, Virginia
Council Agenda Statement

Item No. 12

Meeting Date: November 26, 2018

Agenda Item: COUNCIL APPROVAL – Budget Amendment for the Purchase of a Refuse Truck and a Resolution for the Financing Associated with the Purchase

Summary: Council is requested to approve a Budget Amendment in the amount of $176,928.00 for the purchase of a Freightliner M2-112 chassis with a Loadmaster Excel body (Refuse Truck) from Richmond Machinery. Council is further requested to approve a Resolution for the full amount ($176,928.00) to finance the truck, as presented.

Budget/Funding:

4203-3410001	Solid Waste Management – Bond Proceeds	$176,928.00
4203-47001	Solid Waste Management – Machinery/Equipment	$176,928.00

Attachments: Resolution and VMLVACo Schedule

Meetings: November 19, 2018

Staff Recommendation: Approval ✓ Denial_____

Proposed Motion: **I move that Council approve a Budget Amendment in the amount of $176,928.00 for the purchase of a Freightliner M2-112 chassis with a Loadmaster Excel body (Refuse Truck) from Richmond Machinery. I further move that Council approve a Resolution that approves the financing for $176,928.00 for a period of five (5) years, as presented.**

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JW

CERTIFICATE OF THE CLERK
OF THE TOWN COUNCIL OF THE
TOWN OF FRONT ROYAL, VIRGINIA

The undersigned Clerk to the Town Council of the Town of Front Royal, Virginia (the "Council"), hereby certifies that:

1. A meeting of the Council was duly called and held on November 26, 2018 (the "Meeting").

2 Attached hereto is a true, correct and complete copy of a resolution (the "Resolution") of the Council entitled "Resolution of the Town Council of the Town of Front Royal, Virginia, Approving the Financing of Equipment and the Execution and Delivery of Certain Documents Prepared in Connection Therewith," as recorded in full in the minutes of the Meeting and duly adopted by a majority of the members of the Council present and voting during the Meeting.

3. A summary of the members of the Council present or absent at the Meeting, and the recorded vote with respect to the Resolution, is set forth below:

			Voting		
Member Name	Present	Absent	Yes	No	Abstaining
Hollis L. Tharpe, Mayor	_____	_____	_____	_____	_____
Eugene R. Tewalt, Vice Mayor	_____	_____	_____	_____	_____
John P. Connolly	_____	_____	_____	_____	_____
Gary L. Gillispie	_____	_____	_____	_____	_____
Jacob L. Meza	_____	_____	_____	_____	_____
Christopher S. Morrison	_____	_____	_____	_____	_____
William A. Sealock	_____	_____	_____	_____	_____

4. The Resolution has not been repealed, revoked, rescinded or amended, and is in full force and effect on the date hereof.

WITNESS my signature and the seal of the Town of Front Royal, Virginia, dated November ___, 2018.

_____
Clerk to the Town Council
Town of Front Royal, Virginia

(SEAL)

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA, APPROVING THE FINANCING OF EQUIPMENT AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS PREPARED IN CONNECTION THEREWITH

The Town Council of the Town of Front Royal, Virginia (the "Council") has determined it is in the best interest of the Town of Front Royal, a body politic of the Commonwealth of Virginia (the "Town") to undertake the financing of a new refuse truck (the "Project"), and the Finance Director has now presented a proposal for the financing of such Project.

Union Bank and Trust ("Union") has indicated its willingness to provide financing for the Project in accordance with its proposal dated October 19, 2018. The amount financed shall not exceed $176,928.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 3.85%, and the financing term shall not exceed ten years from closing.

THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA:

1. The recitals above are found and determined to be a part of this resolution.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Town are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Town Manager is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Town Manager is authorized to approve changes to any Financing Documents previously signed by Town officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Town Manager shall approve, with the Town Manager's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Town shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations.

5. To the extent necessary, the Town intends that the adoption of this resolution will be a declaration of the Town's official intent under Treas. Reg. §1.150-2 (the "Reimbursement Regulations") promulgated under the Internal Revenue Code of 1986, as amended, to reimburse expenditures for the project. The Town intends that funds that have been advanced, or that may

be advanced, from the Town's general fund, or any other Town fund related to the project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Town officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict.

7. This resolution shall take effect immediately.

Adopted: November 12, 2018.

_____
Mayor
Town of Front Royal, Virginia

ATTEST:

_____
Clerk to the Town Council
Town of Front Royal, Virginia

VML/VACo - Equipment Leasing Program **Preliminary**

Town of Front Royal, Virginia

Equipment Lease Purchase - Refuse Trucks

Date	Principal	Rate	Interest	Payment	Balance
11/30/2018	-		-	-	176,928.00
5/30/2019	16,213.70	3.850%	3,405.86	19,619.57	160,714.30
11/30/2019	16,525.82	3.850%	3,093.75	19,619.57	144,188.48
5/30/2020	16,843.94	3.850%	2,775.63	19,619.57	127,344.54
11/30/2020	17,168.19	3.850%	2,451.38	19,619.57	110,176.35
5/30/2021	17,498.67	3.850%	2,120.89	19,619.57	92,677.68
11/30/2021	17,835.52	3.850%	1,784.05	19,619.57	74,842.16
5/30/2022	18,178.86	3.850%	1,440.71	19,619.57	56,663.30
11/30/2022	18,528.80	3.850%	1,090.77	19,619.57	38,134.50
5/30/2023	18,885.48	3.850%	734.09	19,619.57	19,249.02
11/30/2023	19,249.02	3.850%	370.54	19,619.57	-
	176,928.00		19,267.68	196,195.68	

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Town of Front Royal, Virginia
Council Agenda Statement

Item No. 13

Meeting Date: November 26, 2018

Agenda Item: COUNCIL APPROVAL – Resolution to Authorize IDA Issuance of Revenue Bonds for Financing for Royal Arms Community Partners, LP to Rehabilitate Housing Complex Buildings at 401 E Criser Road

Summary: Council is requested to approve a Resolution with Respect to Industrial Development Authority (IDA) Financing for Royal Arms Community Partners, LP certain costs of acquisition, construction, rehabilitation and equipping of an approximately 144-unit affordable housing complex comprised of four, three-story buildings and a pool/maintenance building on approximately 9.5356 acres at 401 E. Criser Road, as presented.

The IDA/EDA has agreed to issue the bonds and conducted a public hearing on the proposed financing on October 26, 2018.

Budget/Funding: None

Attachments: Resolution and Certifications

Meetings: None

Staff Recommendation: Approval ✓ Denial_____

Proposed Motion: **I move that Council approve a Resolution with Respect to Industrial Development Authority (IDA) Financing for Royal Arms Community Partners, LP to rehabilitate housing complex buildings at 401 E Criser Road, as presented.**

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JW

October 26, 2018

Mayor and Town Council of
Town of Front Royal, Virginia
102 E. Main Street
Front Royal, VA 22630

Industrial Development Authority of
the Town of Front Royal and the County of Warren, Virginia
Proposed Financing for the benefit of Royal Arms Community Partners, LP

Royal Arms Community Partners, LP, a Virginia limited partnership (the "Borrower"), has requested that the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia (the "Authority") recommend approval by the Mayor and Town Council of the Town of Front Royal, Virginia (the "Town Council") of the issuance of the Authority's revenue bonds, in one or more series, (the "Bonds") in an amount not to exceed $17,000,000, to assist the Borrower in (a) financing or refinancing certain of the costs of acquisition, construction, rehabilitation and equipping of an approximately 144-unit affordable housing complex comprised of four, three-story buildings and a pool/maintenance building consisting of approximately 141,353 gross total square feet located on approximately 9.5356 acres at 401 East Criser Road, Front Royal, Virginia and (b) financing bond issuance costs and other eligible expenditures (collectively, the "Project").

As set forth in the resolution of the Authority attached hereto, the Authority has agreed to issue the Bonds as requested. The Authority has conducted a public hearing on the proposed financing of the Project and has recommended that you approve the issuance of the Bonds as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, and Section 15.2-4906 of the Code of Virginia of 1950, as amended (the "Virginia Code").

Attached hereto are: (1) a certificate evidencing the conduct of the public hearing and the action taken by the Authority; (2) the Fiscal Impact Statement required pursuant to Virginia Code Section 15.2-4907; and (3) the form of resolution suggested by counsel to evidence your approval.

Secretary, Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia

RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA WITH RESPECT TO INDUSTRIAL DEVELOPMENT AUTHORITY FINANCING FOR ROYAL ARMS COMMUNITY PARTNERS, LP

WHEREAS, the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia (the "Authority") has considered the application of Royal Arms Community Partners, LP, a Virginia limited partnership (the "Borrower") requesting the issuance of the Authority's revenue bonds in an amount not to exceed $17,000,000 (the "Bonds") to assist the Borrower in (a) financing or refinancing certain of the costs of acquisition, construction, rehabilitation and equipping of an approximately 144-unit affordable housing complex comprised of four, three-story buildings and a pool/maintenance building consisting of approximately 141,353 gross total square feet located on approximately 9.5356 acres at 401 East Criser Road, Front Royal, Virginia and (b) financing bond issuance costs and other eligible expenditures (collectively, the "Project") and has held a public hearing in connection therewith on October 26, 2018;

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") provides that both the governmental unit having jurisdiction over the area in which any facility financed with the proceeds of private activity bonds is located and the governmental unit on behalf of which such bonds are issued must approve the issuance of such bonds after a public hearing;

WHEREAS, the Authority issues its bonds on behalf of both the Town of Front Royal, Virginia (the "Town") and the County of Warren, Virginia (the "County") and the facilities of the Borrower described above are located in the Town;

WHEREAS, the Mayor and Town Council of the Town (the "Town Council") constitutes the highest elected governmental unit of the Town;

WHEREAS, the Authority has recommended that the Town Council approve the issuance of the Bonds; and

WHEREAS, a copy of the Authority's resolution approving the issuance of the Bonds, a certificate of the public hearing and a Fiscal Impact Statement have been filed with the Town Council.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Front Royal, Virginia that:

1. The Town Council approves the issuance of the Bonds by the Authority for the benefit of the Borrower, as required by Section 147(f) of the Code and Section 15.2-4906 of the Code of Virginia of 1950, as amended, to permit the Authority to assist in the financing of the Project.

2. The approval of the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds or the creditworthiness of the Bonds or the Borrower.

3. The issuance of revenue bonds as requested by the Borrower will not constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia, the Town or the County,

and neither the faith and credit nor the taxing power of the Commonwealth of Virginia or any political subdivision thereof, including the Town and the County, will be pledged to the payment of the Bonds or the interest thereon or other costs incident thereto. Neither the Commonwealth of Virginia nor any political subdivision thereof, including the Town, the County and the Authority, shall be obligated to pay the Bonds or the interest thereon or other costs incident thereto, except from the revenues and money pledged therefor.

4. The Town Council hereby irrevocably allocates 100% of the principal amount of the Bonds to the Town and 0% to the County and acknowledges and agrees that such designation bears a reasonable relationship to the respective benefits to the Town and the County from the issuance of the Bonds.

5. This resolution shall take effect immediately upon its adoption.

ADOPTED this _____ day of _____, 2018.

CERTIFICATION OF ADOPTION OF RESOLUTION

The undersigned Clerk of the Town Council of the Town of Front Royal, Virginia hereby certifies that the Resolution set forth above was adopted during an open meeting on _____ __, 2018 by the Town Council, the votes being recorded as follows:

Aye: _____

Absent: _____

Nay: _____

Abstentions: _____

Signed this ____ day of _____, 2018

By:_____
Clerk of Council
Town of Front Royal, Virginia

CERTIFICATE

The undersigned Secretary of the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia (the "Authority") certifies as follows:

1. A meeting of the Authority was duly called and held on October 26, 2018 at 8:00 a.m. in the Conference Room at the Authority's offices located at 400D Kendrick Lane, Front Royal, Virginia, pursuant to proper notice given to each Director of the Authority before such meeting. The meeting was open to the public. The time of the meeting and the place at which the meeting was held provided a reasonable opportunity for persons of differing views to appear and be heard.

2. The Chair announced the commencement of a public hearing on the application of Royal Arms Community Partners, LP and that a notice of the hearing was published once a week for two successive weeks in each of two newspapers having general circulation in the Town of Front Royal, Virginia and the County of Warren, Virginia (the "Notices"), with the second publication, in each case, appearing not less than seven days nor more than twenty-one days prior to the hearing date. A copy of the Notices, as published, has been filed with the minutes of the Authority and is attached as Exhibit A.

3. A summary of the statements made at the public hearing is attached as Exhibit B.

4. Attached as Exhibit C is a true, correct and complete copy of a resolution (the "Resolution") adopted at such meeting of the Authority by a majority of the Directors present at such meeting. The Resolution constitutes all formal action taken by the Authority at such meeting relating to matters referred to in the Resolution. The Resolution has not been repealed, revoked, rescinded or amended and is in full force and effect on this date.

WITNESS my hand and the seal of the Authority, this 26th day of October, 2018.

Secretary, Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia

[SEAL]

Exhibits:
A - Copies of Certified Notices from Newspapers
B - Summary of Statements
C - Inducement Resolution

EXHIBIT A TO CERTIFICATE

Copies of Certified Notices from Newspapers

Northern Virginia
The Daily

152 North Holliday Street
Strasburg, VA 22657
540-465-5137

CERTIFICATE OF PUBLICATION

We hereby certify that the attached publication was inserted in regular editions of the Northern Virginia Daily, published at Strasburg, Virginia, the first insertion being on the 12th day of October, 2018, and subsequent insertions on October 19, 2018.

Given under my hand this 19th day of October, 2018.

Northern Virginia Daily

by Debbie C. Fadeley
Debbie C. Fadeley, Advertising Clerk

Total charge for advertising **$420.82**
plus $12.00 certificate of publication charge

County of Shenandoah
State of Virginia

Subscribed and sworn to before me this 19th day of October, 2018.

Kimberly S. Fauber

Kimberly S Fauber
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 7526598
My Commission Expires January 31, 2020

NOTICE OF PUBLIC HEARING ON PROPOSED REVENUE BOND FINANCING BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN VIRGINIA FOR THE BENEFIT OF ROYAL ARMS COMMUNITY PARTNERS, LP

Notice is hereby given that the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia (the "Authority"), whose address is 400D Kendrick Lane, Front Royal, Virginia, will hold a public hearing on the application of Royal Arms Community Partners, LP (the "Borrower"), a Virginia limited partnership whose address is 17782 Sky Park Circle, Irvine, California 92614, for the issuance by the Authority of up to $17,000,000 of its revenue bonds at one time or from time to time in one or more series to assist the Borrower in (a) financing or refinancing certain of the costs of acquisition, construction, rehabilitation and equipping of an approximately 144-unit affordable housing complex comprised of four, three-story buildings and a pool/maintenance building consisting of approximately 141,353 gross total square feet located on approximately 9.5356 acres at 401 East Criser Road, Front Royal, Virginia and (b) financing bond issuance costs and other eligible expenditures (collectively, the "Project").

The issuance of revenue bonds as requested by the Borrower will not constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia, the Town of Front Royal, Virginia, the County of Warren, Virginia or any other political subdivision of the Commonwealth of Virginia, including the Authority, and neither the faith and credit nor the taxing power of the Commonwealth of Virginia or any political subdivision thereof will be pledged to the payment of such bonds.

The public hearing, which may be continued or adjourned, will be held at 8:00 o'clock a.m., or as soon thereafter as the matter may be heard, on Friday, October 26, 2018, before the Authority, in the Conference Room at its offices located at 400D Kendrick Lane, Front Royal, Virginia. Any person interested in the issuance of the bonds or the location or nature of the proposed Project may appear at the hearing and present his or her views, or submit written comments prior to the hearing to the Executive Director of the Authority, 400D Kendrick Lane, Front Royal, Virginia 22630-2910. Information regarding the Borrower's application is on file and is open for inspection at the Authority's offices located at 400D Kendrick Lane, Front Royal, Virginia, during business hours.

INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF
WARREN, VIRGINIA

#3363

P)

The Warren Sentinel

429 North Royal Avenue
Front Royal, VA 22630-1297
Telephone: (540) 635-4174 or (540) 743-5123
Fax: (540) 635-7478

CERTIFICATE OF PUBLICATION

I certify that the following advertisement in the cause of:

~~Order of Publication~~
~~COMMONWEALTH OF VIRGINIA~~
~~WARREN COUNTY CIRCUIT COURT~~

Notice of Public Hearing

~~vs~~

Royal Arms Community Partners LP

~~Case #~~ (Attached)

appeared in The Warren Sentinel, a weekly newspaper published on Thursday in the County of Warren, Virginia, with a general circulation of approximately 4,000 in the areas of Front Royal and Warren County, Virginia. The advertisement ran in this newspaper on the following date:

October 11 and 18, 2018

Randal A. Arrington

Randy Arrington, Editor/GM

STATE OF VIRGINIA, AT LARGE, COUNTY OF WARREN, to-wit:

Subscribed and sworn to before me this 19th of October 2018 by the editor as being the truth to the best of his knowledge and belief.

My Commission expires the 31st day of January, 2020

Name: Bonita G. Deans

My Notary I.D# is: 286653 (VA)

PS. 2
The Warren Sentinel

NOTICE OF PUBLIC HEARING ON PROPOSED REVENUE BOND FINANCING BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA FOR THE BENEFIT OF ROYAL ARMS COMMUNITY PARTNERS, LP

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The issuance of revenue bonds as requested by the Borrower will not constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia, the Town of Front Royal, Virginia, the County of Warren, Virginia or any other political subdivision of the Commonwealth of Virginia, including the Authority, and neither the faith and credit nor the taxing power of the Commonwealth of Virginia or any political subdivision thereof will be pledged to the payment of such bonds.

The public hearing, which may be continued or adjourned, will be held at 8:00 o'clock a.m., or as soon thereafter as the matter may be heard, on Friday, October 26, 2018, before the Authority, in the Conference Room at its offices located at 400D Kendrick Lane, Front Royal, Virginia. Any person interested in the issuance of the bonds or the location or nature of the proposed Project may appear at the hearing and present his or her views, or submit written comments prior to the hearing to the Executive Director of the Authority, 400D Kendrick Lane, Front Royal, Virginia 22630-2910. Information regarding the Borrower's application is on file and is open for inspection at the Authority's offices located at 400D Kendrick Lane, Front Royal, Virginia, during business hours.

INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE TOWN OF FRONT ROYAL AND THE
COUNTY OF WARREN, VIRGINIA

EXHIBIT B TO CERTIFICATE

Summary of Statements

Representatives of Royal Arms Community Partners, LP and McGuireWoods LLP, bond counsel, appeared before the Authority to explain the proposed financing. No one appeared in opposition to the proposed bond issue.

EXHIBIT C TO CERTIFICATE

Resolution of the Authority

RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA AUTHORIZING THE ISSUANCE OF UP TO $17,000,000 REVENUE BONDS FOR THE BENEFIT OF ROYAL ARMS COMMUNITY PARTNERS, LP

WHEREAS, the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act") empowers industrial development authorities such as the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia, a political subdivision of the Commonwealth of Virginia (the "Authority") created by municipalities whose housing authorities have not been activated pursuant to the Housing Authorities Law, Chapter 1, Title 36 of the Code of Virginia of 1950, as amended (the "Virginia Code") to issue bonds to make loans for the purpose of financing certain facilities used primarily for single and multifamily residences in order to promote safe and affordable housing in the Commonwealth of Virginia (the "Commonwealth") and to benefit thereby the safety, health, welfare and prosperity of the inhabitants of the Commonwealth; and

WHEREAS, the Authority has received a request from Royal Arms Community Partners, LP, a Virginia limited partnership (the "Borrower"), requesting that the Authority issue its revenue bonds to assist the Borrower in (a) financing or refinancing certain of the costs of acquisition, construction, rehabilitation and equipping of an approximately 144-unit affordable housing complex comprised of four, three-story buildings and a pool/maintenance building consisting of approximately 141,353 gross total square feet located on approximately 9.5356 acres at 401 East Criser Road, Front Royal, Virginia (the "Facility") and (b) financing bond issuance costs and other eligible expenditures (collectively, the "Project"); and

WHEREAS, the Authority issues its bonds on behalf of the County of Warren, Virginia (the "County) and the Town of Front Royal, Virginia (the "Town"); and

WHEREAS, the Facility is located entirely within the Town; and

WHEREAS, such assistance will induce the Borrower to acquire, construct, rehabilitate and maintain the Facility in the Commonwealth and benefit the inhabitants of the County and the Commonwealth, either through the increase of their commerce or through the promotion of their safety, health, welfare, convenience or prosperity; and

WHEREAS, preliminary plans for the Project have been described to the Authority and, on October 26, 2018, a public hearing has been held as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") and Section 15.2-4906 of the Act; and

WHEREAS, the Borrower has represented that the estimated cost of the Project, including and all expenses of issue, will require one or more issues of revenue bonds in the aggregate principal amount not to exceed $17,000,000 (the "Bonds"); and

WHEREAS, the issuance of the Bonds as requested by the Borrower will not constitute a debt or pledge of the faith and credit of the Commonwealth or the County or the Town, and neither the faith and credit nor the taxing power of the Commonwealth or any political subdivision thereof will be pledged to the payment of the Bonds; and

WHEREAS, (a) no member of the Board of Directors of the Authority is an officer or employee of the County or the Town, (b) each member has, before entering upon his or her duties during his or her present term of office, taken and subscribed to the oath prescribed by Section 49-1 of the Code of Virginia of 1950, as amended, and (c) at the time of their appointments and at all times thereafter, including the date hereof, all of the members of the Board of Directors of the Authority have satisfied the residency requirements of the Act; and

WHEREAS, no member of the Board of Directors of the Authority has any personal interest or business interest in the Borrower or the proposed Bonds or has otherwise engaged in conduct prohibited under the State and Local Government Conflict of Interests Act, Chapter 31, Title 2.2 of the Code of Virginia of 1950, as amended, in connection with this resolution or any other official action of the Authority in connection therewith.

After careful consideration and in furtherance of the public purposes for which the Authority was created, **NOW, THEREFORE, BE IT RESOLVED BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA:**

1. It is hereby found and determined that the financing and refinancing of the Project will be in the public interest and will promote the commerce, safety, health, welfare, convenience or prosperity of the Commonwealth, the Town and their citizens, and will be consistent with the purposes of the Act and that an allocation of 100% of the principal amount of the Bonds to the Town and 0% to the County bears a reasonable relationship to the respective benefits received by such entities from the issuance of the Bonds.

2. To induce the Borrower to acquire, construct, rehabilitate and maintain the Facility in the Commonwealth, and particularly in the Town, the Authority hereby agrees to assist the Borrower in financing the Project by undertaking the issuance of the Bonds, and authorizes and approves the issuance of the Bonds in an aggregate principal amount not to exceed $17,000,000 upon terms mutually agreeable to the Authority and the Borrower. The Bonds will be issued pursuant to documents satisfactory to the Authority. The Bonds may be issued in one or more series at one time or from time to time.

3. It having been represented to the Authority that it is necessary to proceed immediately with the financing of the Project, and the planning therefor, the Authority agrees that the Borrower may proceed with plans for the financing of the Project, enter into contracts for land, construction, materials, equipment and services for the construction, renovation and equipping of the Facility, and take such other steps as it may deem appropriate in connection with the Project, provided, however, that nothing in this resolution shall be deemed to authorize the Borrower to obligate the Authority without its consent in each instance to the payment of any moneys or the performance of any acts in connection with the Project or any portion thereof. The Authority agrees that the Borrower may be reimbursed from the proceeds of the Bonds for all expenditures and costs so incurred by it, provided such expenditures and costs are properly reimbursable under the Act and applicable federal laws.

4. At the request of the Borrower, the Authority approves McGuireWoods LLP, Tysons, Virginia, as Bond Counsel ("Bond Counsel") in connection with the issuance of the Bonds.

5. All fees, costs and expenses in connection with the Project, including the Authority's administrative fees and the fees, costs and expenses of Bond Counsel, counsel to the Authority and counsel to the purchaser of the Bonds, shall be paid by the Borrower or, to the extent permitted by applicable law, from the proceeds of the Bonds. If for any reason the Bonds are not issued, it is understood that all such costs and expenses shall be paid by the Borrower and that the Authority shall have no responsibility therefor. Neither the Authority (including its officers, directors, employees and agents) nor the County nor the Town shall be liable, and each hereby disclaims all liability to the Borrower and all other persons or entities, for any damages, direct or consequential, resulting from the failure of the Authority to issue the Bonds for any reason.

6. In adopting this resolution the Authority intends to take "official action" toward the issuance of the Bonds and to evidence its "official intent" to reimburse from the proceeds of the Bonds any expenditures paid by the Borrower to finance or refinance the construction, renovation and equipping of the Facility before the issuance of the Bonds, all within the meaning of regulations issued by the Internal Revenue Service pursuant to Sections 103 and 141 through 150 and related sections of the Code.

7. The Borrower, by acceptance of this resolution, agrees to indemnify and save harmless the Authority, its officers, directors, employees and agents from and against all liabilities, obligations, claims, damages, penalties, losses, costs and expenses in any way connected with (a) the Project, (b) any application submitted by the Borrower or (c) the issuance of the Bonds.

8. By its request and acceptance of this resolution, the Borrower has agreed to pay, in addition to any administrative closing fee of the Authority, the Authority's annual fee of 1/8th of 1% of the outstanding principal amount of the Bonds each year.

9. The Authority recommends that the Mayor and Town Council of the Town (the "Town Council") and the Board of Supervisors of the County (the "Board of Supervisors") approve the issuance of the Bonds and irrevocably allocate 100% of the principal amount of the Bonds to the Town and 0% to the County.

10. The officers of the Authority are hereby authorized and directed to deliver to the Town Council and the Board of Supervisors (a) a reasonably detailed summary of the comments expressed at the public hearing held with respect to the issuance of the Bonds, (b) a fiscal impact statement concerning the Project, and (c) a copy of this resolution, which constitutes the recommendation of the Authority that the Town Council and the Board of Supervisors approve the financing of the Project and the issuance of the Bonds by the Authority and irrevocably allocate 100% of the principal amount of the Bonds to the Town and 0% to the County.

11. Each of the Chair, the Vice Chair, the Secretary and the Executive Director of the Authority, any of whom may act alone, is hereby authorized to request an allocation or allocations of the State Ceiling (as defined in Section 15.2-5000 of the Virginia Code) in accordance with the applicable provisions of the Virginia Code and any regulations or executive orders issued

thereunder. All costs incurred by the Authority, if any, in connection with such proceeding shall be paid for by the Borrower.

12. No Bonds may be issued pursuant to this resolution until such time as (a) the issuance of the Bonds has been approved by the Town Council and the Board of Supervisors (and this resolution is made expressly contingent upon such approvals), (b) the Bonds have received an allocation or allocations of the State Ceiling in accordance with the applicable provisions of the Virginia Code and any regulations or executive orders issued thereunder and (c) the final terms and details of the Bonds have been approved by subsequent resolution of the Authority.

13. Neither the directors of the Authority nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof. No director, member, officer, employee or agent of the Authority shall incur any personal liability with respect to any other action taken by such person pursuant to the Bonds, the documents related to the Bonds or the Act or any of the transactions contemplated thereby.

14. The approval of the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds or the creditworthiness of the Project or the Borrower. The issuance of revenue bonds as requested by the Borrower will not constitute a debt or pledge of the faith and credit of the Commonwealth or the Town or the County, and neither the faith and credit nor the taxing power of the Commonwealth or any political subdivision of the Commonwealth, including the Town and the County, will be pledged to the payment of the Bonds. Neither the Commonwealth of Virginia nor any political subdivision thereof, including the Town, the County and the Authority, shall be obligated to pay the Bonds or the interest thereon or other costs incident thereto, except from the revenues and money pledged therefor.

15. This resolution shall take effect immediately upon its adoption.

ADOPTED this 26th day of October, 2018.

CERTIFICATE

The resolution set forth above was adopted during an open meeting at a regular meeting of the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia (the "Authority") all in accordance with law, by the following votes:

Aye: _____

Absent: _____

Nay: _____

Abstentions: _____

The undersigned Secretary of the Authority certifies that the foregoing is a true, correct and complete copy of a resolution adopted by a majority of the Directors of the Authority present and voting during an open meeting at a meeting duly called and held on October 26, 2018, at which a quorum was present, in accordance with law, and that such resolution has not been repealed, revoked, rescinded or amended but is in full force and effect on this date.

WITNESS the following signature and seal of the Authority this 26th day of October, 2018.

_____
Secretary of the Industrial Development Authority of the Town of Front Royal and County of Warren, Virginia

[SEAL]

CERTIFICATE

The resolution set forth above was adopted during an open meeting at a regular meeting of the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia (the "Authority") all in accordance with law, by the following votes:

Aye: Blanton, Drummond, Patteson, Baker, Llewellyn

Absent: Drescher

Nay: 0

Abstentions: 0

The undersigned Secretary of the Authority certifies that the foregoing is a true, correct and complete copy of a resolution adopted by a majority of the Directors of the Authority present and voting during an open meeting at a meeting duly called and held on October 26, 2018, at which a quorum was present, in accordance with law, and that such resolution has not been repealed, revoked, rescinded or amended but is in full force and effect on this date.

WITNESS the following signature and seal of the Authority this 26th day of October, 2018.

Secretary of the Industrial Development Authority of the Town of Front Royal and County of Warren, Virginia

[SEAL]

FISCAL IMPACT STATEMENT
FOR PROPOSED BOND FINANCING

Date: October 26, 2018

Name of Applicant: Royal Arms Community Partners, LP
Facility: Affordable Housing Facility located at 401 East Criser Road, Front Royal, Virginia 22630

1. Maximum amount of financing sought	$ 17,000,000
2. Estimated taxable value of the facility's real property to be constructed in the municipality	$ 9,550,000
3. Estimated real property tax per year using present tax rates	$ 78,200
4. Estimated personal property tax per year using present tax rates	$ N/A
5. Estimated merchants' capital tax per year using present tax rates	$ N/A
6. (a) Estimated dollar value per year of goods that will be purchased from Virginia companies within the locality	$ 1,440,000
(b) Estimated dollar value per year of goods that will be purchased from non-Virginia companies within the locality	$ 0
(c) Estimated dollar value per year of services that will be purchased from Virginia companies within the locality	$ 155,300
(d) Estimated dollar value per year of services that will be purchased from non-Virginia companies within the locality	$ 0
7. Estimated number of regular employees on year round basis	4
8. Average annual salary per employee	$ 45,000

G. Gray Blanton III
Chair, Industrial Development Authority of the
Town of Front Royal and the County of Warren, Virginia

If one or more of the above questions do not apply to the facility indicate by writing N/A (not applicable) on the appropriate line.

14

Town of Front Royal, Virginia
Council Agenda Statement

Item No. 14

Meeting Date: November 26, 2018

Agenda Item: COUNCIL APPROVAL – Resolution Regarding Town's Finances with EDA

Summary: Council is requested to approve a Resolution regarding Town's Finances with the Economic Development Authority (EDA), as presented.

Budget/Funding: None

Attachments: Resolution

Meetings: Work Session held November 19, 2018

Staff Recommendation: Approval ✓ Denial_____

Proposed Motion: **I move that Council approve a Resolution regarding Town's Finances with the Economic Development Authority (EDA), as presented.**

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JW

RESOLUTION REGARDING TOWN'S FINANCES WITH EDA

WHEREAS, during the May 21, 2018 Work Session Town Council requested recommendations from the Town's Finance Director on the possibility of using various Town budget fund balances to pay off existing Town debt, recommending future tax rates, and giving Town Council the Town's current financial status regarding debt service. Upon researching payoff amounts for the debt service the Town owed to the Economic Development Authority (EDA), the Finance Director discovered the Town likely had not have been billed correctly for debt service incurred by the EDA, and therefore, incorrect information apparently had been provided to Town Council for its decision-making process.

WHEREAS, it appeared that, as of May 2018, the payoff amounts provided by the EDA for debt service were higher than the Town had anticipated to end in Fiscal Year 2021, with a later payoff amount provided by the EDA to the Town was considerably higher than the Town anticipated. The Town had been previously been informed verbally and at least twice via email by the EDA that these loans would end in 2021.

WHEREAS, The Town's Finance Director met with the EDA's Executive Director on June 4, 2018 to discuss the debt service. The Finance Director was told by the EDA's Executive Director that all of the EDA's debt service was refinanced in January 2016 by the EDA and that all of the EDA's debt service should be refinanced in 2024, which was not consistent with previous correspondence from the EDA from a few days earlier.

WHEREAS, after the June 4, 2018 meeting with the EDA, the Town's Finance Director began a retrospective review of the Town's historic finance records with the EDA and the EDA's Financial Statements prepared by the EDA's independent auditor. Based on the debt service listed in the EDA's Financial Statement, the invoices the Town received from the EDA, and various agreements between the Town and the EDA approved by Town Council, it appeared to the Finance Director that the EDA had annually overbilled the Town by approximately $87,000.00 for the projects listed on the invoices.

WHEREAS, the Finance Director then contacted the EDA of what appeared to be the EDA's billing errors and provided the EDA with the Town's calculations based on the EDA's Financial Statements. The Town requested additional support documents and an explanation regarding the differences.

WHEREAS, on June 21, 2018, the Town's Finance Director again met with the EDA's Executive Director to discuss the Town's debt service concerns. The EDA's Executive Director informed the Finance Director that the EDA had been billing the Town for various items associated with EDA/Town joint projects that were not included in the loan amounts that the EDA had financed

for the Town, which was why the amounts being billed the Town were higher than the amounts seen on the EDA's Financial Statements relating to long-term debt and that some of these items were paid for out of the EDA's lines of credit. The Town requested documentation from the EDA to establish this assertion. During this meeting the Town also asked why the invoice for debt service did not change for some projects when EDA refinancing had occurred in January 2016. The EDA responded that credits which were associated with the lower debt service were applied to the amounts with higher debt service, but overall were proportionally correct. The Town requested documentation to establish this assertion, in the form of support documentation showing the calculations from the refinance, copies of amortization schedules, coupons from the bank for debt service payments, and estimates on any future maintenance fees that would be associated if the Town were to pay off the current debt.

WHEREAS, on June 25, 2018, the Town received correspondence from the EDA that some of these debts the EDA had been billing the Town would be paid off in the near future with the potential sale of EDA property. The Town was also notified of a project from 1999 regarding some Avtex engineering that did not appear to have been recently invoiced to the Town. The EDA stated in the June 25 correspondence that "*…since 2008 we have not put any insurance or maintenance of projects in loans except for the Leach Run Parkway. I was under the impression we would pay that directly out of our funds and not add to the Town or County debt*". Also, in the June 25 correspondence, the EDA sent several amortization schedules that appeared to have been created by the EDA itself, and not by the originating bank, and copies of various bank coupon payments for loans. Based on previous correspondence the Town had been informed by the EDA that all of the EDA's debt was refinanced into one loan. Upon receiving copies of multiple bank coupon payments, the Town requested an explanation for the multiple coupons and the response received from the EDA's Executive Director was "*I am just sending you everything we have."*

WHEREAS, The Town's Auditor, Mitchell & Company, had been kept apprised on an ongoing basis of the various financial matters and correspondences between the Town and the EDA, and the Town's Auditor agreed with the Town's Finance Director that it appeared the Town has been overbilled based on the approved Town agreements and the EDA's Financial Statements. Mitchell and Company likewise requested, on the Town's behalf, support documents and explanations for the EDA's billings to the Town.

WHEREAS, given that the Town's Finance Director and Town's Auditor were unsure of the exact financial standings regarding the debt service and or maintenance costs associated with various Town projects being funded by the EDA, the Town's Finance Director and the Town's Auditor recommended that a meeting be set up between representatives of Town Council, the Finance Director, the Town Auditor, the Town Attorney, the EDA's Executive Director, the E.D.A.'s accountant or auditor and whoever other EDA representatives the EDA deemed appropriate. If at

that point satisfactory explanation and support documents could not be provided by the EDA, the matter would need to be escalated to a resolution satisfactory to the Town.

WHEREAS, following specific direction by Town Council at the request of the Town's Finance Director, Town Manager, Town Auditor, and Town Attorney, the Town Attorney sent the EDA a formal Freedom of Information Act (FOIA) request, setting forth specific financial documents that the Town's Finance Director and the Town's Auditor needed to see to make an informed judgement as to the Town's financial standing with respect to the EDA. This FOIA response was due from the EDA on August 24, 2018.

WHEREAS, on August 23, 2018, the Town's Mayor, another Town Council Member, the Town Manager, the Town's Finance Director, the Town's Auditor, and the Town Attorney, met with the EDA's Executive Director, the EDA's Chairman of its Board of Directors, and the EDA's attorney, to answer a number of questions directly related to the FOIA request. At this meeting, the EDA's Executive Director, in response to questions posed her by the Town's Auditor, stated the EDA had mistakenly billed the Town for a portion of a $1.9 Million Virginia Department of Transportation performance bond related to Leach Run Park Parkway; further, the EDA had mistakenly billed the Town for an agreement related to debt service on the Avtex Administration Building; and further, the EDA had not closed on a more than $24 Million New Market Tax Credit Program low interest loan to finance a number of very important Town major capital improvement projects, even though the EDA had previously represented multiple times to the Town that the New Market Tax Credit Program loan had been closed and the EDA already had that money in its bank accounts. As a result of the EDA not having closed on the New Market Tax Credit Program loan, the resultant increase in interest rates now likely will cost the Town hundreds of thousands of dollars per years in additional borrowing payment amounts over what Town Council had allocated in its annual budget.

WHEREAS, the Town's Finance Director and the Town's Auditor continue to investigate to determine the true status of the amount of overbilling of the Town by the EDA, and resultant overpayment by the Town to the EDA.

NOW, THEREFORE, BE IT RESOLVED, that Town Council commends its Finance Director and the Town's Auditor for their vigilance and their tireless pursuit of the true status of the historic amounts the Town should have paid the EDA, as the financial transactions between the Town and the EDA span years are voluminous and are very complex, and commends both officials that in going forward the Town will be able to more accurately and timely pay no more to the EDA than it should.

NOW BE IT FURTHER RESOLVED that the Town will continue to pursue this matter, and will continue to carefully monitor all future financial transactions between the Town and the EDA,

between the Town and all other government agencies, and between the Town and all other entities with which and with whom it deals, to ensure, to the best of the ability of the Town and its officials and staff, that all financial transactions are conducted strictly in accordance with the terms of the agreements between the Town and the entities with which the Town has agreed, and so that the hard earned tax dollars of the taxpayers of the Town of Front Royal are protected and paid wisely and in the manner for which they are voted upon by Town Council.

****

This Resolution was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on _____, 2018, upon the following recorded vote:

APPROVED:

_____
Hollis L. Tharpe, Mayor

Town Council Members:

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

Attest:

_____

Jennifer E. Berry, CMC, Clerk of Council

Approved as to form and legality:

_____

Douglas W. Napier, Town Attorney

Date: _____ / _____ / _____