



REGULAR TOWN COUNCIL MEETING

TUESDAY, November 12, 2019 @ 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 October 28, 2019
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
 - a. Report of special committees or Town Officials and Interim Town Manager
 - 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 – Purchase of Police Vehicles
 - B. COUNCIL APPROVAL – Utility Services to Replace Sanitary Sewer Pipeline
8. **PUBLIC HEARING** – An Ordinance to Amend and Re-enact Town Code Section 180-185 to Renew a Franchise Agreement for Public Passenger Bus Service. (*1st Reading*)
9. **PUBLIC HEARING** – Special Use Permit to Allow a Daycare at 460 Commerce Avenue – The Embassy Deliverance & Worship Center
10. **COUNCIL APPROVAL** – Crooked Run West, LLC Water and Sewer Request
11. **CLOSED MEETING** - EDA Lawsuit

TOWN COUNCIL WORK SESSION immediately following regular council meeting

1. Review of RFP for Executive Search for Town Manager

7A



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

Page 1
Item No. 7(A)

Meeting Date: November 12, 2019

Agenda Item: COUNCIL APPROVAL – Purchase of Police Vehicles

Summary: Council is requested to approve the rolling stock purchase of three (3) 2020 Ford Interceptor police vehicles through Haley Ford – South Virginia State Contract in the amount of \$125,787.48. The new vehicles will replace three (3) 2017 vehicles with over 100,000 miles each (#217, #218, #219) that will be removed from the fleet and added to surplus public auction.

Budget/Funding: FY20 line item 3102-47005

Attachments: Memorandums from Purchasing Manager and Captain Jason Ryman, Contract and Quotations

Meetings: None

Staff

Recommendation: Approval ✓ Denial

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

Proposed Motion: I move that Council approve the rolling stock purchase of three (3) 2020 Ford Interceptor police vehicles through Haley Ford – South Virginia State Contract in the amount of \$125,787.48 to replace three (3) 2017 vehicles with over 100,000 miles each (#217, #218, #219).

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

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

Approved By: 



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: October 31, 2019
To: Tina Presley, Senior Executive Assistant
Town Manager's Office
From: Alisa Scott, Purchasing Manager
RE: Request to Add Consent Agenda Item

Purchasing responded to a request from the Police Department to purchase three (3) 2020 Ford Interceptor utility vehicles through the Haley Ford – South Virginia State Contract E194-75223. The vehicles will also require equipment through the Virginia State Contract E194-74924-MA2109 for Whelen products and Prince William Contract #5033124 for Havis and Progard products from East Coast Emergency Vehicles.

The vehicles, lighting, and equipment purchases have been competitively bid and as a municipality, the Town can benefit from the same firm fixed pricing through cooperative purchasing. The initial markings through the Grafix Shoppe were competitively quoted.

The new Interceptor patrol vehicles will be replacing (3) 2017 vehicles with over 100,000 miles each; vehicles #217, #218, and #219. These vehicles will replace older fleet vehicles that will be pulled from the fleet and added to surplus public auction.

Staff recommends Council approve the rolling stock purchase of \$125,787.48 at its next available Town Council Meeting for the vehicles, lighting, initial markings, and equipment:

\$115,674.24	Vehicles and Lighting through Haley Ford-South
\$2,382.00	Initial Markings through Grafix Shoppe
\$7,731.24	Equipment through East Coast Emergency Vehicles

The Police Department has budgeted for this purchase and funding is available in their FY20 line item 3102-47005.

Department of Purchasing
102 E Main Street
Front Royal, VA 22630
Website: www.frontroyalva.com
Phone 540-636-6889



TOWN OF FRONT ROYAL

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

K. L. Magalis
Chief of Police
(540) 635-2111
(540) 635-6160 (Fax)

Date: October 23, 2019
To: Tina Presley
From: Capt. Jason Ryman
Subject: Consent Agenda Items; Vehicle Purchases

Agenda Item: Purchase of Replacement Police Vehicles

Summary: Request is being made for the purchase and replacement of three vehicles to be used within the Patrol Division of the Police Department. Three (3) 2020 Ford Interceptor Utility vehicles would replace three (3) 2017 Utilities (all will have or be in excess of 100K miles at replacement). All three vehicles would be assigned to the Patrol Division.

Council Discussion:

Staff Evaluation:

Budget/Funding: The cost associated with the initial purchase for the three vehicles totals \$115,674.00. Funds totaling \$145,775.00 exist in the Motor Vehicles budget (Acct. #47005). An additional \$9,200.00 will be required for initial marking, lighting and equipping the 3 vehicles. The remaining funds, totaling \$20,984.00 would be utilized to purchase in-car camera systems (\$16,650.00) any potential needed equipment for all three vehicles (i.e. utility console, weapons mount, exterior graphics, etc.). Ford changed some vehicle body components but substantially changed the interiors of the 2020 market year vehicle. Due to these changes and early buildouts, it is still unknown whether all former equipment (model years 2013-2019) will be able to be utilized in the 2020 model without modification or out-right replacement of operational component parts. The initial purchase price of each vehicle was obtained from the current Virginia State Contract, which includes the needed options allowed under the contract and delivery.

Legal Evaluation:

Staff Recommendations: Request approval for purchase of three 2020 Ford Interceptor Utility vehicles.

Contract Line Item #	Vehicle Configurator DPS Contract # E194-75223 eVA Commodity: Full Size Police Vehicle - 2020 Ford Police <u>UTILITY</u> eVA Vendor: Haley Ford South NIGP Commodity Code: 07105 This form is NOT intended for ordering purposes. Please use this spreadsheet as a reference, a separate spreadsheet for more models with different configurations/options. Be sure to enter your order through the eVA PUNCHOUT CATALOG. Complete the yellow blocks only.		Option / Order Code	UNIT PRICE	K8A MARKED UTILITY ENTER QUANTITY IN YELLOW COLUMN ONLY.

THIS SPREADSHEET IS SOLEY FOR REFERENCE/INTERNAL PURPOSES. PLEASE ENTER THE ORDER THROUGH THE eVA PUNCH OUT CATALOG

1		K8A/99B: UTILITY, 2020 Ford Police Interceptor, AWD, 500A, 3.3L V6 DI Engine (Be sure to indicate color choice below)	K8A/99B	\$ 33,946.28	3	101,838.84
2		K8A/99W: UTILITY- 2020 Ford Police Interceptor, AWD, 500A, 3.3L V6 DI Hybrid Engine (Be sure to indicate color choice below)	K8A/99W	\$ 37,154.73		
3		K8A/99C: UTILITY, 2020 Ford Police Interceptor, AWD, 500A, 3.3L V6 EcoBoost Engine (Be sure to indicate color choice below)	K8A/99C	\$ 37,872.64		
4		Additional Delivery Charges -(Note: 50 Miles are included in the base price of each vehicle.) Only enter miles in excess of 50. The spreadsheet will auto calculate the mileage by the qty of vehicles ordered.	N/A	\$ 1.80	91	13/103.80 491.40
5	STD	SYNC Basic	53M	\$ -		
6	STD	Re-mappable (4) switches on steering wheel with voice. Standard for 2020	61S	\$ -		

ADD-ON OPTIONS

A1	ENGINE	Engine Block Heater	41H	\$ 90.00		\$ -
A2		Police Engine Idle Feature	47A	\$ 260.00		\$ -
A3	LAMPS / WIRING	Dark Car Feature	43D	\$ 25.00	3	75
A4		Daytime Running Lamps	942	\$ 45.00		\$ -
A5		Pre-Wiring for Grille Lamp, Siren and Speaker	60A	\$ 50.00		\$ -
A6		Spot Lamp - Driver Side - LED Bulb (Unity)	51R	\$ 395.00		\$ -
A7		Dual Spot lamp (driver and passenger) LED Bulb (Unity) Requires delete/credit of 21L, included with Base Vehicle, shown in delete section.	51S	\$ 620.00		\$ -
A8		Spot lamp -Driver Side -LED Bulb (Whelen)	51T	\$ 420.00	3	1260
A9		Dual Spot lamp - (driver and passenger) LED Bulb (Whelen)	51V	\$ 665.00		\$ -
A10	INTERIOR	Interior Upgrade Package (includes 68F)	65U	\$ 390.00		\$ -
A11		1st and 2nd row carpet floor covering in lieu of vinyl	16C	\$ 125.00		\$ -
A12		2nd Row Cloth Seats (included in 65U)	88F	\$ 60.00		\$ -
A13	AUDIO / VIDEO	100 Watt Siren/Speaker (includes bracket and pigtail)	18X	\$ 315.00		\$ -
A14		Rear View Camera displayed in rear view mirror (Includes Electrochromic Rear View Mirror) Note: This option replaces the standard display in the center stack area. Note: Camera can only be displayed in the center stack (std) "OR" the rear view mirror (87R)	87R	\$ -		\$ -
A15		Perimeter Anti-theft Alarm - Activated by Hood, Door or Decklid	593	\$ 120.00		\$ -
A16		Remote Keyless Entry	55F	\$ 340.00		\$ -
A17		Reverse Sensing	76R	\$ 275.00	3	825
A18		BLIS (Requires 21B)	55B	\$ 545.00		\$ -

A19	SAFETY / SECURITY	Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking.	68B	\$	675.00		\$	-
A20		Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) Note: Not available with option 96W	76P	\$	145.00		\$	-
A21		Ballistic Door-Panels (Level III+) – Driver Front-Door Only	90D	\$	1,585.00		\$	-
A22		Ballistic Door-Panels (Level III+) – Driver & Pass Front-Doors	90E	\$	3,170.00		\$	-
A22		Ballistic Door-Panels (Level IV+) – Driver Front-Door Only	90F	\$	2,415.00		\$	-
A23		Ballistic Door-Panels (Level IV+) – Driver & Pass Front-Doors	90G	\$	4,830.00		\$	-
A24		Heated Mirrors, Non-BLIS	549	\$	60.00	3	\$	180 -
A25		Side Marker Lights in Sideview Mirrors	63B	\$	290.00		\$	-
A26		Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) Note: Not available with 68G – includes all content of 68G Note: Can manually remove window or door disable plate with special tool Note: Locks/windows operable from driver's door switches	52P	\$	160.00		\$	-
A27		Rear-Door controls Inoperable (locks, handles and windows) Note: Not available with 52P. Note: Can manually remove window or door disable plate with special tool Note: Locks/windows operable from driver's door switches	68G	\$	75.00		\$	-
A28		Glass - Solar Tint 2nd and 3rd Row (deletes Privacy Glass)	92G	\$	120.00		\$	-
A29		Glass - Solar Tint 2nd Row Only (deletes Privacy Glass)	92R	\$	65.00		\$	-
A30	WHEELS	18in Painter Aluminum Wheels	64E	\$	475.00		\$	-
A31	KEY OPTIONS	Key Alike -1435x	59E	\$	50.00		\$	-
A32		Key Alike -1284x	59B	\$	50.00		\$	-
A33		Key Alike -0135x	59D	\$	50.00		\$	-
A34		Key Alike -0576x	59F	\$	50.00		\$	-
A35		Key Alike -1111x	59J	\$	50.00		\$	-
A36		Key Alike -1294x	59C	\$	50.00		\$	-
A37		Key Alike -0151x	59G	\$	50.00	3	\$	150 -
A38		Front Warning Auxiliary LED Lights (Driver Side-RED / Passenger Side-BLUE) Requires 810A	21L	\$	550.00		\$	-
A39		Front Interior Visor Light Bar (LED) • Super low-profile warning LED light bar fully integrated into the top of the windshield near the headliner – fully programmable. (Red/Red or Blue/Blue operation. White "take down" and "scene" capabilities)Front/Rear Console Plate no longer required; can be ordered with Interior Upgrade Package (65U)	96W	\$	1,145.00		\$	-
A40		Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located beneath liftgate glass in applique panel) • LED lights only. Wiring, controller "not" included Recommend using Ultimate Wiring Package (67U)	43A	\$	395.00		\$	-
A41		Rear Quarter Glass Side Marker LED Lights (Driver side – Red / Passenger side – Blue) • LED lights only. Wiring, controller "not" included Recommend using Ultimate Wiring Package (67U) • LED lights only. Wiring, controller "not" include	63L	\$	575.00		\$	-
A42	OTHER OPTIONS	Rear Spoiler Traffic Warning Lights (LED) • LED lights only. Wiring, controller "not" included Recommend using Ultimate Wiring Package (67U) • Fully integrated in rear spoiler for enhanced visibility • Provides red/blue/amber directional lighting – fully programmable	96T	\$	1,495.00		\$	-
A43		Underbody Deflector Plate (engine and transmission shield)	76D	\$	335.00		\$	-
A44		Cargo Storage Vault (includes lockable door and compartment light) Note: Now available with Aux Air Conditioning (17A)	63V	\$	245.00		\$	-
A45		Power passenger seat (8-way) w/2-way manual recline and lumbar	87P	\$	325.00		\$	-
A46		Class III Trailer Tow Lighting Package (4-pin and 7-pin connectors and wiring)	52T	\$	80.00	3	\$	240 -
A47		H8 AGM Battery (900 CCA/92-amp)	19K	\$	110.00		\$	-
A48		Rear Bumper Step Pad	16P	\$	95.00		\$	-
A49		Rear Camera On-Demand – allows driver to enable rear camera on-demand	19V	\$	230.00		\$	-
A50		Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless)	16D	\$	-		\$	-

A51	STD. PAINT OPTIONS (MUST CHOOSE ONE!)	Std. Exterior Color - Medium Brown Metallic	BU	\$	-		\$	-
A52		Std. Exterior Color - Arizona Beige Clearcoat	E3	\$	-		\$	-
A53		Std. Exterior Color - Smokestone Metallic	HG	\$	-		\$	-
A54		Std. Exterior Color - Kodiak Brown Metallic	J1	\$	-		\$	-
A55		Std. Exterior Color - Agate Black	UM	\$	X	3	\$	-
A56		Std. Exterior Color - Dark Toreador Red Metallic	JL	\$	-		\$	-
A57		Std. Exterior Color - Norseia Blue Metallic	KR	\$	-		\$	-
A58		Std. Exterior Color - Dark Blue	LK	\$	-		\$	-
A59		Std. Exterior Color - Royal Blue	LM	\$	-		\$	-
A60		Std. Exterior Color - Light Blue Metallic	LN	\$	-		\$	-
A61		Std. Exterior Color - Silver Grey Metallic	TN	\$	-		\$	-
A62		Std. Exterior Color - Sterling Grey Metallic	UJ	\$	-		\$	-
A63		Std. Exterior Color - Ingot Silver Metallic	JS	\$	-		\$	-
A64		Std. Exterior Color - Medium Titanium Metallic	YG	\$	-		\$	-
A65		Std. Exterior Color - Oxford White	YZ	\$	-		\$	-
A66		Std. Exterior Color - Blue Metallic	FT	\$	-		\$	-
A67		Std. Exterior Color - Vermilion Red	E4	\$	-		\$	-

DELETE OPTIONS

D1	Delete Auxiliary Air Conditioning	-17A	\$	(569.00)		\$	-
D2	Delete Full size wheel covers	-65L	\$	(57.00)	3	\$	- 171
D3	Delete Red/White Dome Lamp (17T) in Cargo Area	-17T	\$	(48.00)		\$	-
D4	Delete Tremco Anti-theft system stated in Base Vehicle.	TREMCO	\$	(89.00)		\$	-
D5	Delete All non-standard and extra Radio Noise Suppression Equipment and Grounding Packages.	-20P	\$	(27.00)		\$	-
D6	Badge Delete (Unmarked unit) • Deletes the "Police Interceptor" badging on rear liftgate • Deletes the "Interceptor" badging on front hood (EcoBoost®)	16D	\$	-		\$	-
D7	Front Console Plate - Delete Note: Not available with option: 67U	85D	\$	-		\$	-
D8	Rear Center Seat Delete (includes molded trim floor panel in lieu of seat)	85S	\$	-		\$	-

LOCAL GOVERNMENT ONLY OPTIONS

L1	Local Government Only Option - Police Interceptor 22 - Tail Lamp Lighting Solution	66B	\$	430.00		\$	-
L2	Local Government Only Option - Police Interceptor 23 - Rear Lighting Solution	66C	\$	455.00		\$	-
L3	Local Government Only Option - Police Interceptor 24 - Ultimate Wiring Package	67U	\$	560.00		\$	-
L4	Local Government Only Option - Ultimate Wiring Package/ wire Connector Kit	67U/67V	\$	745.00		\$	-

Total Cost for each Base Vehicle plus Mileage & Options				1 ea	#DIV/0!
Column Totals for All Base Vehicle Plus Options				0	\$ 104,889.24

Grand Total of all vehicles ordered on this spreadsheet: #REF!

Enter Other Information or Instructions in Yellow Block to the Right
(PICK COLOR CHOICES ABOVE)

This space may not be used to order items that are not on this contract above.

Use this spread sheet to configure your vehicle(s). You will need to use a separate column for each model type you are ordering. Use a separate spreadsheet for each model type ordered if it has different options. Only complete the Yellow cells in the spreadsheet with the Quantity for the base vehicle and each option you want to order. When you are done the actual order needs to be entered through the eVA PUNCHOUT Catalog. CLICK BELOW FOR PUNCH OUT ORDERING GUIDE

* ALL LIGHTING TO BE BLUE-BLUE *

TOTAL = 115,674.24



3240 Mike Collins Drive
Eagan, MN 55121
888-683-9665 Toll free
651-683-9740 Fax

Quotation

Date	Estimate #
10/24/2019	20101

Bill To

Front Royal Police Dept.
Accounts Payable
P.O. Box 1560
Front Royal, VA 22630

Ship To

Front Royal Vehicle Maintenance
Alyssa Scott
800 Crosby Rd. Ext.
Front Royal, VA 22630

Terms	Est. Delivery from art approval	Rep	Project Name
Net 30		Paul	

Qty	Description	Price	Total
3	Set of White Gloss 1080 Door Wrap panels to wrap all 4 doors of a 2020 Ford Explorer (wrapping area below windows. Converting black car to a black and white)	254.00	762.00
3	White gloss 1080 vinyl panels to wrap roof of a Ford Explorer (converting a black car to a black and white)	138.00	414.00
3	ULT-2112R reflective vehicle graphic kits for black and white 2020 Ford Explorers (unit # TBD)	372.00	1,116.00
1	Shipping/Handling	90.00	90.00

This estimate is based on plans and specifications provided at the time the estimate was given. Changes requested by the customer may cause a change in the quoted price. Freight will be added to the invoice unless other arrangements are made. This quote is valid for 30 days.

Authorization Signature and Date

X _____

Subtotal	\$2,382.00
Sales Tax (0.00)	\$0.00
Total	\$2,382.00



Smithfield, VA 23430

Quotation

Date	Estimate #
10/27/2019	12960

Name / Address		
Front Royal PD PO Box 1560 Front Royal, Va. 22630		
P.O. No.	Terms	Prepared By
	Net 30	KMM

Ship To
Town of Front Royal 800-A Crosby Rd Front Royal, Va. 22630 Attn: Captain Ryman

Item	Description	Qty	Price	Total
IX50UFX	Whelen, XLP Inner edge for Ford Police Interceptor Utility, 2020, Ten 3-LED Lamps, Upper Front Two Piece Unit, Individual Driver and Passenger Side Units, with Two LED Flashing/Take-Downs - Blue Warning	3	528.50	1,585.50
RPWS50	Whelen, Rear Pillar Exterior Light, Six Lamp, Two Piece, For Ford Police Interceptor Utility 2020, Requires Six SOLO ION Super LED's - Blue Warning	3	530.00	1,590.00
TCRHS4	Whelen, 4 Lamp Tracer Solo Super-LED Light Array - Must Specify Colors & Order Brackets Separately	6	388.00	2,328.00
TCRLBKT	Whelen, Tracer Single "L" Bracket & Hardware	30	5.25	157.50
TK47UINT20A	Progard, Transfer Kit, Includes Hardware and 1/4" Air Bag Compatible Filler Panels for 2020 PI Utility	3	196.99	590.97
SP47BS20	Progard, Pair - Lower Extension Panels, (for use with recess panel) for 2020 Ford PI Utility	3	63.67	191.01
RP47UINT20	Progard, Recess Panel for 2020 Ford PI Utility	3	63.67	191.01
PB47UINT20HD	Progard, HD Push Bumper - Includes wire covers for 2020 Ford PI Utility	3	365.75	1,097.25
	VA. State Contract E194-74924-MA2109 for Whelen Prince William Contract #5033124 for Havis & Progard			
Thank you for your business. Ken McCabe Cell# 804-536-6172			Total	\$7,731.24

Phone #	Fax #	Web Site
732-940-2211	609-490-9801	www.ecevehicles.com

7B



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

Page 1
Item No. 7(B)

Meeting Date: November 12, 2019

Agenda Item: COUNCIL APPROVAL – Bid for Utility Services to Replace Sewer Pipeline

Summary: Council is requested to approve a bid to Portland Utilities Construction Company LLC in the amount of \$887,537.24 for utility services to replace 2,835 linear feet of 8-inch sanitary sewer pipeline and 698 linear feet of 10-inch sanitary sewer and associated appurtenances.

Budget/Funding: Sewer Maintenance line item 9802-R7998

Attachments: Memorandums from Purchasing Manager and Director of Public Works, Letter from CHA and Bid Tabulation Sheet

Meetings: None

Staff

Recommendation: Approval ✓ Denial

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

Proposed Motion: I move that Council approve a bid to Portland Utilities Construction Company LLC in the amount of \$887,537.24 for utility services to replace 2,835 linear feet of 8-inch sanitary sewer pipeline and 698 linear feet of 10-inch sanitary sewer and associated appurtenances.

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

Approved By: 



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: October 25, 2019
To: Tina Presley, Senior Executive Assistant
From: Alisa Scott, Purchasing Manager
RE: Request to add action item to Town Council Agenda

Purchasing received a request from the Department of Public Works to competitively bid out utility services to replace 2,835 linear feet of 8-inch sanitary sewer pipeline and 698 linear feet of 10-inch sanitary sewer, and associated appurtenances.

Working with the Town's Inflow and Infrastructure Abatement's consultant, CHA Consulting, the Town issued an Invitation For Bid that closed on October 16, 2019.

Staff and CHA Consulting recommends awarding the responsive bid and responsible bidder, Portland Utilities Construction Company, LLC their bid of \$887,537.24. Attached to this memo are recommendation memos from Robbie Boyer, Director of Public Works, and CHA Consulting. Please add this action item to award the bid to Council's November 12th, 2019 Regular Town Council Meeting.

Funding has been budgeted for and is available in the Sewer Maintenance line item 9802-R7998.

Purchasing, Department of Finance
102 E Main Street
Front Royal, VA 22630
Website: www.frontroyalva.com
Phone 540-636-6889



Town of Front Royal Public Works

MEMORANDUM

TO: Alisa Scott, Purchasing Manager

FROM: Robert B Boyer, Public Works Director

DATE: October 25, 2019

SUBJECT: Recommendation for Portland Utilities Construction

Public Works has reviewed the bid documentation from Portland Utilities Construction Company, LLC for the FR6 & 7 basins sanitary sewer replacements. I would like to recommend the approval of this project at the cost of \$887,537.24 to keep the Town's I&I project moving forward as part of the Town's consent order through the Department of Environmental Quality.

The department has the funding to cover this project already budgeted in account number 9802-R7998. This project is part of the three million dollars the Town was talking about spending in this fiscal budget year to reduce the amount of I&I getting into the Town's sanitary sewer system. This project will help reduce the amount of ground water being treated at the Town's Waste Water Treatment Plant.

If you have any questions or need any further information, please contact me at 540-692-4789.

Thank You.



October 23, 2019

Mr. Robert B. Boyer
Director of Public Works
Town of Front Royal
P.O. Box 1560
Front Royal, VA 22630

**Re: Award Recommendation – 2019 FR-6 & 7 Basins Sanitary Sewer Replacements
(IFB #27-2019); CHA Project No. 031133**

Dear Robbie:

On Wednesday, October 16, 2019, the Town received bids for the 2019 FR-6 & 7 Basins Sanitary Sewer Replacements contract. This contract encompasses replacement of approximately 2,835 linear feet of 8-inch sanitary sewer, 698 linear feet of 10-inch sanitary sewer, and associated appurtenances.

The Town received one bid as summarized below. A detailed bid tabulation is also enclosed.

Bidder Name	Total Base Bid
PORTLAND UTILITIES CONSTRUCTION COMPANY, LLC	\$887,537.24

Portland Utilities Construction Company, LLC (PUCC) was the sole responsive and responsible bidder for the contract.

PUCC specializes in pipe bursting water and sewer pipelines, and they have completed numerous similar projects for several Virginia municipalities. Additionally, CHA has always had favorable experiences with PUCC on the many CHA projects that PUCC successfully completed. Based upon our knowledge of the Bid and PUCC's credentials, CHA recommends award of the 2019 FR-6 & 7 Basins Sanitary Sewer Replacements contract to PUCC in the amount of \$887,537.24.

We appreciate the opportunity to work with the Town on this project. If you should have any question with respect to this recommendation, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Doug B. Hudgins', is written over a horizontal line.

Douglas B. Hudgins, P.E.
Vice President

DBH\ees
Enclosure

BID TABULATION SUMMARY

Owner: Town of Front Royal

Project: 2019 FR-6 & 7 Basins Sanitary Sewer Replacements (IFB #27-2019)

Bid Date: Wednesday, October 16, 2019 2:00 PM

CHA Project Number: 031133

BIDDER				PORTLAND UTILITIES CONSTRUCTION CO., LLC	
Item	Description	Unit	Est Qty	Unit Price	Extended Total Price
1	Bonds, Mobilization, and Insurance	LS	1	\$43,440.54	\$43,440.54
2	8-inch SDR 26 PVC Sanitary Sewer Line Installation (Sheet C-301)	LF	29	\$172.77	\$5,010.33
3	8-inch SDR 26 PVC Sanitary Sewer Line Installation (Sheet C-302)	LF	423	\$152.28	\$64,414.44
4	8-inch SDR 26 PVC or DR17 DIPS HDPE Sanitary Sewer Line Installation (Sheet C-303)	LF	257	\$71.63	\$18,408.91
5	8-inch SDR 26 PVC or DR17 DIPS HDPE Sanitary Sewer Line Installation (Sheet C-304)	LF	244	\$71.35	\$17,409.40
6	8-inch SDR 26 PVC or DR17 DIPS HDPE Sanitary Sewer Line Installation (Sheet C-305)	LF	474	\$71.63	\$33,952.62
7	10-inch SDR 26 PVC or DR17 DIPS HDPE Sanitary Sewer Line Installation (Sheet C-306)	LF	311	\$76.52	\$23,797.72
8	8-inch SDR 26 PVC or DR17 DIPS HDPE Sanitary Sewer Line Installation (Sheet C-307)	LF	438	\$71.63	\$31,373.94
9	8-inch SDR 26 PVC or DR17 DIPS HDPE Sanitary Sewer Line Installation (Sheet C-308)	LF	412	\$71.46	\$29,441.52
10	8-inch SDR 26 PVC or DR17 DIPS HDPE Sanitary Sewer Line Installation (Sheet C-309)	LF	276	\$71.63	\$19,769.88
11	10-inch SDR 26 PVC or DR17 DIPS HDPE Sanitary Sewer Line Installation (Sheet C-310)	LF	387	\$76.52	\$29,613.24
12	8-inch SDR 26 PVC or DR17 DIPS HDPE Sanitary Sewer Line Installation (Sheet C-311)	LF	282	\$71.63	\$20,199.66
13	Raise MH 2172A (Sheet C-312) [includes asphalt; excludes watertight frame/cover]]	LS	1	\$2,608.11	\$2,608.11
14	4-Foot Diameter Manhole Base	EA	25	\$4,229.02	\$105,725.50
15	4-Foot Diameter Manhole Section	VLF	89	\$475.36	\$42,307.04
16	Watertight Manhole Frame and Cover	EA	26	\$601.21	\$15,631.46
17	Sanitary Sewer Lateral	EA	85	\$2,647.45	\$225,033.25
18	Pavement Restoration - Patch Public Road	LF	3,575	\$28.67	\$102,495.25
19	Deduct Pavement Restoration - Patch Public Road for Pipe Bursting (Unit Price for this Bid Item must equal Unit Price for Bid Item No. 18 <u>OR</u> be \$0.00 if no pipe bursting proposed)	LF	(2,150)	\$28.67	(\$61,640.50)
20	Abandon Existing Sewer Pipe (Sheet C-301)	EA	1	\$2,443.30	\$2,443.30
21	Water Service Line Replacement	LF	150	\$86.20	\$12,930.00
22	Sanitary Sewer Lateral on Lined Sewers (less than or equal to 5-feet deep)	EA	5	\$2,662.17	\$13,310.85
23	Sanitary Sewer Lateral on Lined Sewers (greater than 5-feet deep; less than 10-feet deep)	EA	14	\$3,471.53	\$48,601.42
24	Sanitary Sewer Lateral on Lined Sewers (equal to or greater than 10-feet deep)	EA	8	\$5,157.42	\$41,259.36
Total Base Bid				\$887,537.24	

* Denotes a correction of an arithmetic error present in the Bid Form; the correct sum shall govern per Article 1.15-A.3 of the Instructions to Bidders.

** Denotes non-responsive bid

Apparent Low Bidder: Portland Utilities Construcion Co., LLC

Prepared By: Earl Smith, P.E. - CHA Consulting, Inc.

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

Page 1
Item No. 8

Meeting Date: November 12, 2019

Agenda Item: PUBLIC HERING – An Ordinance to Amend and Re-enact Town Code Section 180-185 to Renew a Franchise Agreement for Public Passenger Bus Service (*1st Reading*)

Summary: Council is requested to affirm on its first reading an ordinance to amend and re-enact Town Code Section 180-185 to renew a Franchise Agreement for Public Passenger Bus Service (aka Front Royal Trolley Service), as presented. Upon final approval the Franchise will be for a five (5) year term.

Note: The Franchise Agreement was first adopted in 2004 and has been renewed every five years since.

Budget/Funding: 1205-47012 – Tourism – Bus System

Attachments: Ordinance

Meetings: Work Session held October 21, 2019

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Town Council affirm on its first reading an ordinance to amend and re-enact Town Code Section 180-185 to renew a Franchise Agreement for Public Passenger Bus Service, 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

PUBLIC PASSENGER BUS SERVICE**180-185.1 FRANCHISE GRANTED**

The Virginia Regional Transit, hereinafter known as "VRT", its lessees, successors and assigns, for the term and subject to the conditions and limitations hereinafter stated, is hereby granted a Franchise to occupy and use the streets, roads, avenues, alleys and other public places of the Town of Front Royal, Virginia, and to designate, maintain and use adjacent sidewalks for the operation of public passenger bus transportation services to the people of Front Royal utilizing the FTA 5311 Rural Transit Program (Section 5311 of the Federal Surface Transportation Efficiency Act).

180-185.2 PURPOSE OF THE FRANCHISE

The purpose of the Franchise is to permit VRT the right and privilege of operating a public passenger bus transportation service consisting of one or more passenger buses or mini-buses, wheelchair lift equipped and ADA compliant, driven by VRT-employed drivers with commercial driver's licenses, within the Town of Front Royal, and such portions of Warren County as the Town, the County, and VRT shall mutually agree, subject to the conditions and agreements as hereafter set forth.

180-185.3 TERM OF FRANCHISE

The term of the Franchise shall be for a period of five (5) years and ~~three (3)~~ from the effective date of this Ordinance.

180-185.4 BUSES

For the purpose of providing public passenger bus service, VRT is authorized to operate buses capable of seating a minimum of thirteen (13) and a maximum of thirty-five (35) passengers along one or more routes to be determined by the Town following route surveys made by VRT. The buses shall be equipped with wheelchair lifts and shall be compliant with the Americans with Disabilities Act. The buses may bear such decorations, logos or insignias as shall be prescribed by Town Council. VRT shall perform such routine and appropriate maintenance of its bus(es) as shall be necessary to ensure uninterrupted, safe and effective service of this Franchise. VRT shall further employ drivers who have been appropriately trained and licensed for the operation of public passenger-buses, who have been familiar with the Town of Front Royal and the route(s) established therein, who have been submitted to a criminal background investigation, initial drug screening, and who are subject to periodic random drug testing pursuant to Federal regulations.

180-185.5 REPAIRS

VRT shall promptly repair or replace any sidewalk, street, or other property of the Town which may be damaged or displaced by VRT in the operation of its public bus system. In the event that VRT fails or refuses to repair any damage to the property of the Town of Front Royal upon ten (10) days written notice to VRT, the Town may then undertake to repair or replace any damaged or displaced Town property, and the expense of such repairs or replacement shall be paid to the

Town by VRT, and may be recovered in any manner prescribed by law, including application of the performance bond imposed hereunder.

180-185.6 INDEMNIFICATION

VRT agrees and bonds itself, by the acceptance of this Ordinance, to indemnify, keep and hold the Town of Front Royal free and harmless from liability on account of injury to persons or property growing out of the negligence of VRT, or its employees, or agents in the operation of its public bus service. Nothing herein, however, shall be construed to render VRT liable for the negligence of the Town of Front Royal, its agents or employees, or the negligence of other persons or entities.

180-185.7 MAINTENANCE

The rights and privileges set forth herein are granted to VRT upon the expressed condition and understanding that VRT will maintain its vehicles located within the Town of Front Royal in good and safe repair and order at all times during the terms of this Franchise Agreement.

180-185.8 INSPECTIONS

The Town of Front Royal, its employees or agents, shall have the right at any time to make inspections, upon reasonable notice, of VRT's buses or any part thereof.

180-185.9 ANNUAL PAYMENT AND OPERATION

VRT's operation under this Franchise Agreement shall be subject to an annual payment to the Town of Front Royal of ONE DOLLAR (\$1.00). The cost of operation of the Franchise shall be borne as follows:

A. Beginning on or about (October 1, 2014 and ending September 30, 2019), sixty-eight percent (68%) of the hourly costs of the operation, as invoiced from VRT to the Town, shall be paid to VRT by Federal and State contributions under the FTA 5311 Program. Thirty-two percent (32%) of the hourly costs shall be paid to the VRT by the Town of Front Royal from such general funds as may be required to total the thirty-two percent (32%) local match.

~~B. VRT shall purchase one or more buses for the operation of the Franchise. VRT shall bear eighty-five percent (85%) of the cost to purchase, equip and decorate the bus(es) and the Town shall contribute to VRT fifteen percent (15%) of the cost. VRT shall purchase a vehicle or vehicles for the operation of the Franchise.~~ VRT shall apply for capital asset grant assistance from the Virginia Department of Rail and Public Transportation to purchase an appropriate vehicle or vehicles for revenue service. The Town shall contribute the local match amount required to draw down such funding which traditionally has been and presently is 4%. The Town will be made aware of any such requirements or changes to the local match percentage prior to vehicle purchase commitment.

~~C. VRT shall replace its bus(es) used under this Franchise upon the later of three (3) years of service or 150,000 miles traveled. Each party shall bear the same proportion of the cost of replacement as is prescribed for the initial bus purchase in Subsection (B) above.~~ VRT shall replace

revenue vehicles used under this Franchise in accordance with the Federal Transit Administration Useful Life Criteria as described in FTA Circular 5010.1D; and as approved through VRT's capital replacement grant requests through the Commonwealth of Virginia Department of Rail and Public Transportation.

D. In the event that VRT fails to receive funds for the cost operation of the Franchise in accordance with the payment schedule set forth above, and then VRT shall have the right to terminate the operation of the Franchise upon thirty (30) days prior written notice to the Town.

180-185.10 PASSENGER FARES

VRT drivers shall collect from each passenger a fare to be set and determined by the Town Council by resolution. In setting fares, the Town Council may establish separate rates for adults, senior citizens, persons with physical disabilities, students and children. Town Council may provide for the advance purchase of tickets or tokens to be used for the payment of fares by passengers.

180-185.11 SCHEDULES

VRT's bus(es) shall operate on such schedules(s) as shall be established and adopted by the Town Manager or his designee, pursuant to route surveys completed by VRT or by demand or both. Buses shall not operate on the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day.

180-185.12 ROUTES AND STOPS

VRT's bus(es) shall operate on such route(s) and regularly make such scheduled stops at locations established by the Town Manager or his designee, pursuant to route surveys completed by VRT or by demand or both. VRT shall be responsible for the marking of regular bus stops by appropriate signage containing route name or number and schedule for stop, as shall be appropriate.

180-185.13 COMPLIANCE WITH LAWS

VRT and its drivers shall comply with all state and local traffic, registration, licensing and inspection laws, including, but not limited to, Sections 46.2-107, 46.2-694 and 46.2-695 of the Code of Virginia (1950), as amended.

180-185.14 INSURANCE

VRT, as a condition of Franchise approval, shall obtain and maintain throughout the term of the Franchise a General Liability insurance policy in the amount of not less than TEN MILLION DOLLARS (\$10,000,000.00) from an insurance provider approved to do business within the Commonwealth of Virginia, and shall name the Town of Front Royal as an additional insured party.

180-185.15 BOND

VRT, as a condition of Franchise approval, shall execute a bond in the amount of ONE THOUSAND DOLLARS (\$1,000.00) with security acceptable to the Town of Front Royal to ensure VRT's satisfactory performance of its obligation under this Franchise.

180-185.16 GOVERNING LAW

In any controversy or dispute concerning the terms of the Franchise, the laws of the State of Virginia shall apply.

180-185.17 SEVERABILITY

In the event that any section, subsection, sentence, clause, phrase or a portion of the Franchise Ordinance is for any reasons held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and will be severed from all other portions without affecting the validity of the remainder.

180-185.18 EQUAL OPPORTUNITY REQUIRED

VRT shall not refuse to hire, or employ, nor bar, nor discharge from employment, nor discriminate against any person, because of sex, race, creed, religion, age or national origin.

180-185.19 SUCCESSORS OR ASSIGNEES

The rights, privileges and obligations hereby granted to VRT may not be assigned without express written consent of the Town Council.

All rights and privileges hereby granted to VRT may be exercised by any successor or assignee of VRT, but said successor or assignee shall be subject to the provisions, obligations, stipulations and requirements hereby prescribed. The Town reserves the right to increase the required performance bond imposed hereunder for any successor or assignee.

180-185.20 FRANCHISE RIGHTS

The Town of Front Royal grants to VRT an exclusive Franchise for the operation of a public passenger bus service and for no other purpose.

180-185.21 REMEDIES

A. The sole remedy for any violation of this Franchise shall be limited to the following. Upon the occurrence of any uncured default in the obligations of the Franchise, Town shall have the right:

1. To compel the Franchisee by mandamus or injunction to cure and correct any violation or default of the terms and obligations of the Franchise;

2. To suspend or revoke the Franchise. Upon such revocation, the Franchise shall be automatically deemed null and void and have no force or effect, and Franchisee shall remove its equipment from Town as and when requested by Town.

B. In the event that the Town believes that grounds for suspension or revocation exist or have existed the Town may notify the Franchisee in writing set forth the nature and facts of such non-compliance. If within thirty (30) days following such written notification that the Franchisee has not furnished reasonably satisfactory evidence that corrective action has been taken or is being actively and expeditiously pursued, or that the alleged violations did not occur, or that the alleged violations were beyond the Franchisee's control, the Town shall publish a notice setting forth the time, place, and general purpose of a public hearing to consider suspension or revocation of the Franchise notice of such hearing at least ten (10) days prior to such public hearing. The Franchisee and any interested person shall be entitled to be heard at such hearing. Upon a finding by the Town Council of uncorrected defaults in the terms and obligations under this Franchise, the Council shall have the option to suspend or revoke the Franchise.

This ordinance shall become effective upon passage.

APPROVED:

Eugene R. Tewalt, Mayor

ATTEST:

Jennifer E. Berry, MMC, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____ 2019, upon the following recorded vote:

Jacob L. Meza	Yes/No	Chris W. Holloway	Yes/No
William A. Sealock	Yes/No	Gary Gillispie	Yes/No
Letasha Thompson	Yes/No		

A public hearing on the above was held on _____, 2019, having been advertised in the Northern Virginia Daily on _____, 2019, and _____, 2019. The Ordinance was enacted at the Regular Meeting of the Town Council held _____ 2019, to become effective immediately.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

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

Page 1
Item No. 9

Meeting Date: November 12, 2019

Agenda Item: PUBLIC HEARING – Special Use Permit to Allow a Daycare at 460 Commerce Avenue
– The Embassy Deliverance & Worship Center

Summary: Council is requested to approve a Special Use Permit submitted by The Embassy Deliverance & Worship Center, to allow a daycare to operate within the existing building at 460 S Commerce Avenue. The daycare is proposed to operate under the business name “A Parents Heart”. Property is identified by Tax Map #20A10, Section 1, Lot 4D3. It is currently zoned C-1 District, which only allows a daycare. The Planning Commission recommended approval of this application with four conditions.

1. This Special Use Permit is only valid for the purpose of authorizing a daycare facility at 460 E Commerce Avenue. This permit shall be void if the proposed daycare does not obtain approval from the Department of Social Services. Furthermore, all requirements of the Department of Social Services shall be complied with at all times.
2. Town Council, or other designated representative, may inspect the property at any reasonable time to ensure compliance with local regulations, including, but not limited to, the conditions placed on this special use permit.
3. Upon inspection of the property, if it is found that the property is not in compliance with local regulations, including but not limited to, the conditions of this special use permit, the Town may revoke this special use permit after notice to the applicant and public hearing.
4. The applicant will follow the loading and unloading plan submitted with their application on September 11, 2019

Budget/Funding: None

Attachments: Staff Report, Application, and Photos

Meetings: Work Session held October 21, 2019

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council approve a Special Use Permit to The Embassy Deliverance & Worship Center, to allow a daycare to operate within 460 S Commerce Avenue under the business name “A Parents Heart”. (*Tax Map #20A10, Section 1, Lot 4D3*), contingent upon four conditions recommended by the Planning Commission and listed in the Staff Report.

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

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

Approved By: *JW*

TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING



STAFF REPORT FOR THE SEPTEMBER 18, 2019 PLANNING COMMISSION MEETING
Updated for 10/21/19 Town Council Work Session

APPLICATION #:

FRSPU-1263-2019

APPLICANT:

The Embassy Deliverance & Worship Center

SUMMARY OF REQUEST:

A request to operate a daycare within the C-1 District within a section of 460 S Commerce Avenue, a building within the Front Royal Business Park. The proposed daycare would operate under the business name of "A Parent's Heart." **See Attachment A: Application**

GENERAL INFORMATION:

<i>Site Addresses</i>	460 S Commerce Avenue
<i>Property Owner(s)</i>	Puja Properties LLC
<i>Existing Zoning</i>	C-1 (Community Business) District
<i>Proposed Use</i>	Commercial Parking Lot for Overflow Parking of UPS Distribution Center
<i>Tax Identification</i>	20A101 4D2
<i>Location</i>	The location is at 460 S Commerce Avenue where the Embassy Deliverance & Worship Center is presently located.

Vicinity Map (Warren County GIS)



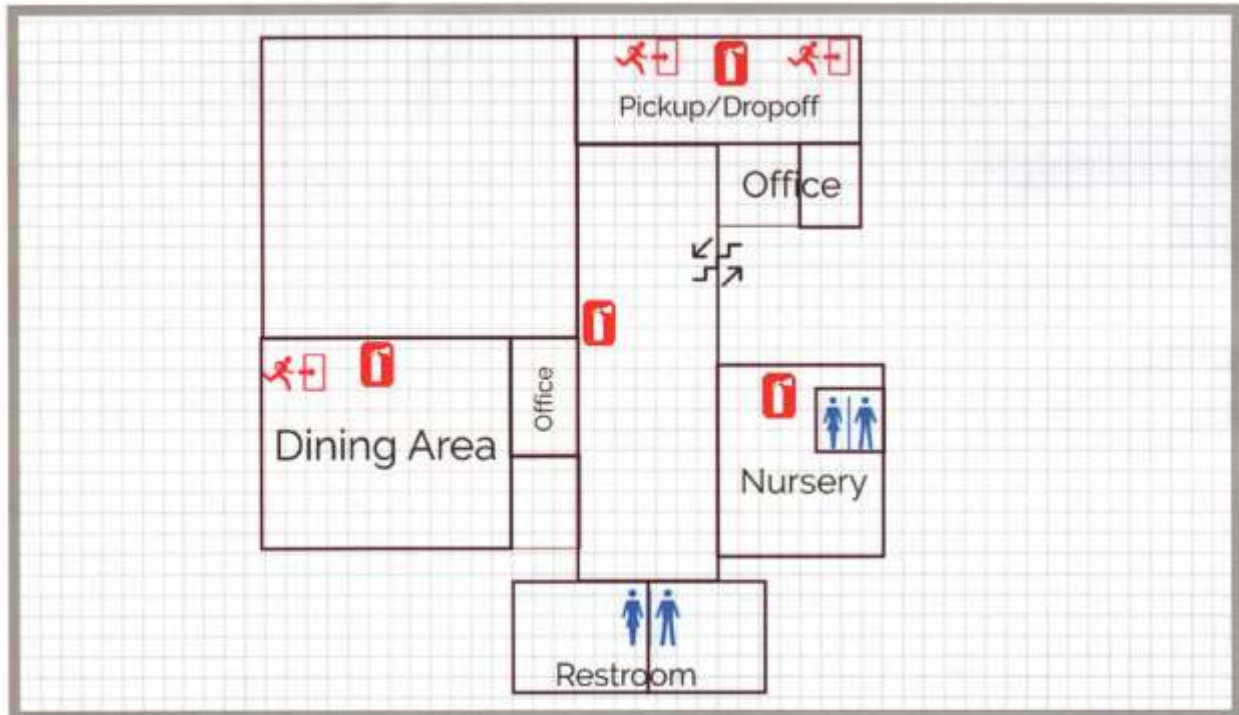
Town Zoning Map (Warren County GIS)



Aerial (Warren County GIS)



Floorplan and Preliminary Site Plan (Applicant)



INFORMATION ON THE APPLICATION:

Project Summary

This application is a request to obtain approval for a day care within the C-1 District. The Applicant has submitted a documented titled "Executive Summary" describing the proposed use within Attachment A. Attachment B includes photos and additional information about the site.

In conversation with the Applicant, the proposed daycare would hold approximately 25 children, ranging in age from infants to older children.

The Applicant has not begun the process to obtain a day care permit from the Department of Social Services. Town Staff consulted with the local department of Social Services who was interested to see if the day care could accept state subsidies. According to the local Director of Social Services, there is a shortage of facilities that accept these in the community. The applicant indicated that she would be accepting these subsidy payments from customers when asked. The local Director of Social Services also inquired about outdoor recreation but noted that the applicant could provide indoor recreation and take trips to local parks to meet the State requirements.

The property is owned by Puja Properties LLC, and is part of the Front Royal Business Park, one of the denser locations in the Town for commercial uses.

Special Use Permits in General

The Town is authorized to require a special use permit for certain uses within any zoning district under Virginia Code §15.2-2286. Some specific uses are granted protection from regulation from localities by the Virginia Code, including agriculture uses, small scale conversion of biomass to alternative fuel, certain residential uses, private tents, farm wineries, assisted living facilities, and group homes. These exempt uses are not relevant for this application.

The issuance of a special use permit is subject to such conditions as are deemed necessary by the Front Royal Town Council after recommendations of the Front Royal Planning Commission. Prior to an action by Town Council or a recommendation by the Planning Commission, a public hearing is required for special use permits.

Town Code 175-136 requires that Special Use Permits meet the following requirements: (i) is not detrimental to the overall health, safety, and general welfare of the public, (ii) does not conflict with the Comprehensive Plan, (iii) is substantially compatible with surrounding land uses, and (iv) complies with laws of the Commonwealth of Virginia."

Discussion

Site Suitability:

- The location may be able to meet the requirements for a day care facility according to representatives from the Warren County Department of Social Services. However, until a permit is issued by Social Services this can only be a matter of speculation.
- Staff observes a concern for the lack of exterior recreation at the location of the proposed day care. Many day care facilities in the area have exterior areas that are safe for children to play within.
- The busy exterior parking lot may not be ideal for pedestrian safety, particularly since there is not a designated drop off lane.

Land Use:

- Day cares to provide a needed service within the Town of Front Royal and are generally in high demand.
- The applicant has indicated that they will be accepting state subsidy payments from their customers, which according the Warren County Director of Social Services, is in high demand within the community.
- The site is also a busy commercial center within the Town. Much like a shopping center, a concentration of commercial uses thrives best when accompanied with similar and supporting uses. Retail, restaurant and entertainment uses are generally the category of uses that do best in denser commercial centers. Uses such as personal services (day cares) can thrive in many other commercial locations.

Tax Revenue:

- Personal services pay a higher tax rate than retail uses (.20 per \$100 gross sales vs .12 per \$100 gross sales). However, 501(C)3 nonprofit organizations do not pay tax.

Applicant's revision

Following the initial public hearing by the Planning Commission, the Applicant submitted a revised site layout and plan for loading and unloading children at the daycare. This information is included as Attachment C and D.

Conclusion

In September, the Planning Commission recommended approval of this special use permit application with the following conditions:

1. This special use permit is only valid for the purpose of authorizing a day care facility at 460 S Commerce Avenue. This permit shall be void if the proposed day care does not obtain approval from the Department of Social Services. Furthermore, all requirements of the Department of Social Services shall be complied with at all times.
2. Town Council, or other designated representative, may inspect the property at any reasonable time to ensure compliance with local regulations, including, but not limited to, the conditions placed on this special use permit.
3. Upon inspection of the property, if it is found that the property is not in compliance with local regulations, including but not limited to, the conditions of this special use permit, the Town may revoke this special use permit after notice to the applicant and public hearing.
4. The applicant will follow the loading and unloading plan submitted with their application on September 11, 2019.

Following a public hearing with Town Council, action on the Special Use Permit Application may be taken. Only one reading is required.

Attachment A: Application including executive summary
Attachment B: Photos and additional information
Attachment C: Action Plan
Attachment D: Site Layout



TOWN OF FRONT ROYAL

DEPARTMENT OF PLANNING & ZONING
102 EAST MAIN STREET
P.O. BOX 1560
FRONT ROYAL, VA 22630

Main: 540.635.4236

Fax: 540.631.2727

Internet: www.frontroyalva.com

SUP FRSPU/263-2019

SPECIAL USE PERMIT REQUEST

APPLICANT

NAME The Embassy Deliverance & Worship Center PHONE 540-398-7423 (2)

ADDRESS 470 S. Commerce Ave., Unit E, Front Royal

E-MAIL admin@theembassyoutreachministries.org

PROPERTY DESCRIPTION

PROPERTY ADDRESS 470 S. Commerce Ave., Unit E

TAX MAP 20A1014D2 SECTION _____ BLOCK _____ LOT _____

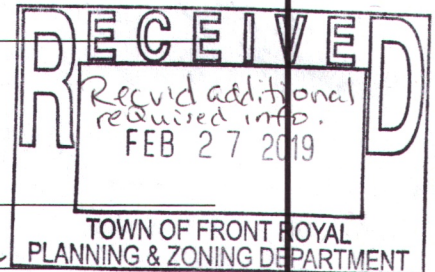
SUBDIVISION NAME _____ ACREAGE _____

REQUEST

ZONING DISTRICT _____

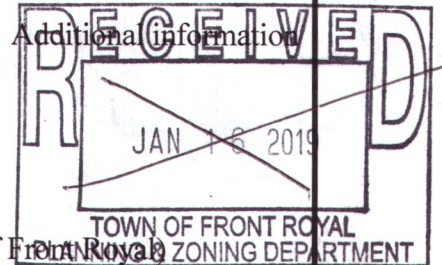
PROPOSED USE OF PROPERTY _____

SPECIFIC SPECIAL USE PERMIT REQUEST Day Care



ATTACHMENTS --The following must be submitted with the application. Additional information may be required depending on the nature of the request.

1. Survey/Plat of property showing all **existing** improvements. (10 copies if larger than 11" X 17")
2. Site Plan Application
3. Application Fee of \$400.00 (Checks payable to the Town of Front Royal)
4. Additional information as required by the Department of Planning & Zoning.



CERTIFICATION

I certify that the information provided with this application is correct to the best of my knowledge and should the special use permit be granted, the project will comply with the conditions imposed upon it and will be implemented only as approved by Town Council.

Signature [Signature] Date _____

By submitting this application, the applicant grants permission to Town officials and employees to enter upon the property, which is the subject of this application, during reasonable hours and for purposes related to the application process.

Receipt # 940117 Check # 195 Date Paid 1-16-19



Executive Summary

Mission

A Parent's Heart mission is to create a safe and nurturing environment that encourages both children and families to be embellished through education and nurturing.

Vision

Our vision is to establish solid policies and procedures that foster quality operations throughout the entire school and deliver high quality academic programs. We aim to create a superior learning environment within the classroom setting and be the school where teachers want to work and invest their careers.

A Parent's Heart Childcare Center was established by, The Embassy Outreach Ministries, a non-profit organization geared toward the development of our community. The Embassy Outreach Ministries was created in an effort to provide assistance and education in a social capacity in order to facilitate a more balanced service to the community, as not only do we aim to assist spiritually but also to help nurture and shape a well-rounded community.

Location

A Parent's Heart is based out of Front Royal VA. It is located at, 460 South Commerce Ave, Ste. E.

Ownership

A Parent's Heart was founded by M. Anthony Edwards, Chief Executive Officer of The Embassy Outreach Ministries, a mission of The Embassy Deliverance and Worship Center. This reformation holds branches located in, Plainfield New Jersey, Front Royal VA, Atlanta Georgia, and The Island of Jamaica, West Indies.

The operation of the childcare center is held under the supervision of a M. Anthony Edwards II and a governing board. The members of the board are composed of the Pastor, the Director, and members of the church who have expertise or interest in education, early childhood development, and business management.

Services

Overview

A Parent's Heart provides the best education for children ages two through the ages of four. Our passion is to provide a high quality program that is designed to meet the needs of the parents, as well as our students. We are located at, 460 Commerce Ave, Front Royal VA, 22630, and will be offering service from the hours of 6:00am to 6:00pm. During those hours, children will be exposed to a wide range of activities including: arts and crafts, socialization, large muscle group activities, and general learning.

As a general rule, the school will offer a full-time educational program, as well as multiple meals to feed the children throughout the day.

Pre-K Readiness

Though we are a daycare, we can't properly serve the community unless our children grow. In recognition of this, we are preparing a Pre-Kindergarten curriculum to support children to build upon their skills and equip them with the necessary skills to future academic success. Our teachers are trained to facilitate lesson plans that tap into each child's abilities and interests.

Daily interaction, and one-on-one support by our staff will prepare children with an arsenal of productive and empowering vocabulary.

After Care

Our Aftercare program was designed to meet the specific needs of both parent and child and provide a safe, supervised place for students to study and play.

Terrific Two's (24 to 36 months)

Teachers actively work side by side with parents towards potty-training each child. In an effort to prepare each student for the next level, teacher will begin to introduce a curriculum to begin building vocabulary, so that literary skills may be introduced. Teachers will help kids learn to recognize and identify the numbers one through 10 and correctly count 10 or more objects.

Learning what numerals 0 to 9 look like and being able to name them correctly.

Developing important social skills is necessary before starting Pre-K. Students will learn how to share and cooperate, to work together and take turns, to participate in group activities and follow simple directions, and to communicate wants and needs

Nature Class (2-4 years)

In the nature classroom children are exposed to a print-rich environment, which allows students to associate written language to oral language. Students will be introduced to basic math skills such as adding and subtracting. Before entering kindergarten, children should be able to cut with scissors. As they develop better hand-eye coordination and fine motor skills, they will start drawing and coloring beyond just scribbles and will learn to use pencils, paintbrushes, and glue.

Teachers and students will explore nature and their surroundings as they dive into the world of Science and nature as well as teaching each child the art of teamwork. Parents are fully aware of

their child's academic progress through quarterly assessment tools and parent- teacher conferences.

Opportunity

Target Market

Key Customers

A Parent's Heart, set in Front Royal, seeks to cater to families in the local area. More so, the program serves as a relief to parents who are unable to leave work to pick up their children from traditional daycare. Additionally, the daycare serves as a vital tool to parents who are looking to for an atmosphere to prepare their children for the initial stages of academic and social development.

Market Size & Segments

Our strongest market is anticipated to be mostly made up of working parents. These parents have children, aged 5 and under, and are looking for a safe environment for their children to be taken care of and to be prepped for early success in their academics.

According to research done by the US census in 2017, Front Royal contains an estimated total of 15,239. With over 6,000 households, there is an estimated 6% of children that are aged 5 and under.

By those statistics and by offering our services, Front Royal parents will have the option of sending the nearly 1,000 children to learn and play in a wholesome environment.

With competition in place, A Parent's Heart is still able to touch the lives of potentially hundreds, with growth and expansion opportunities.

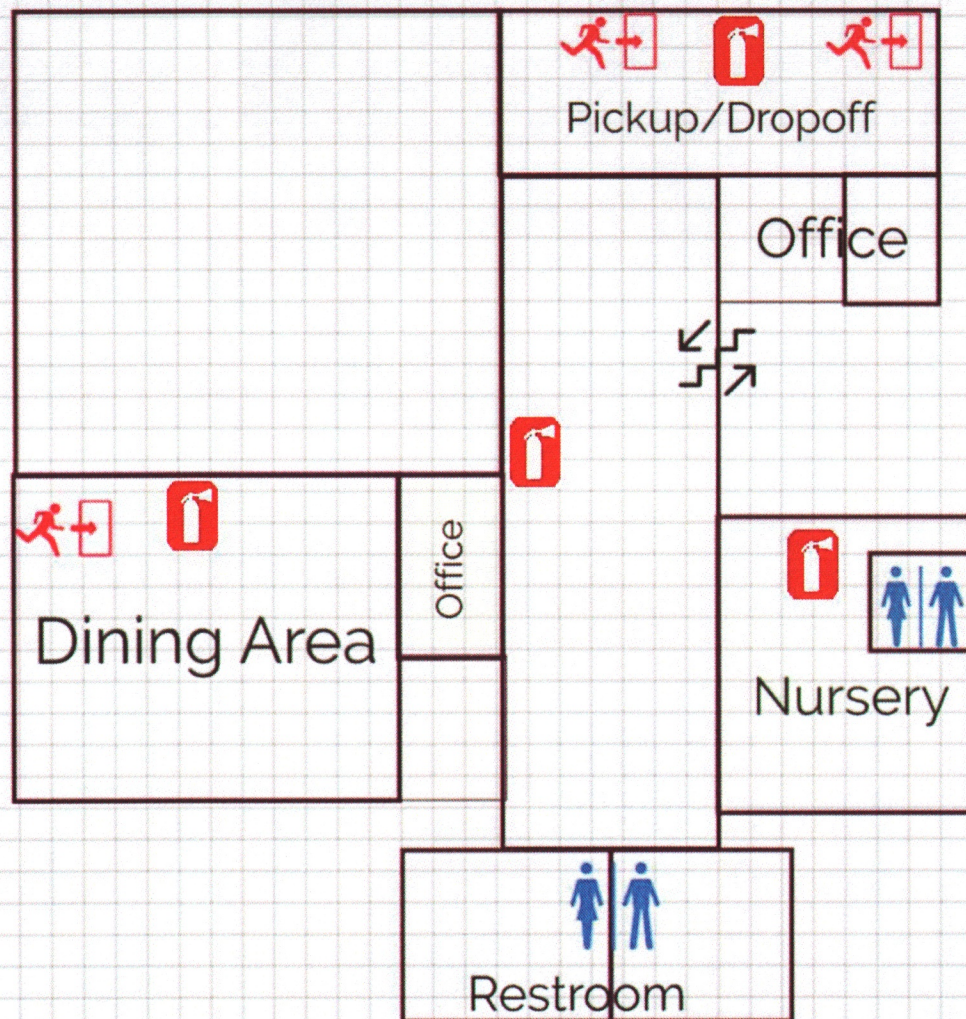
Execution

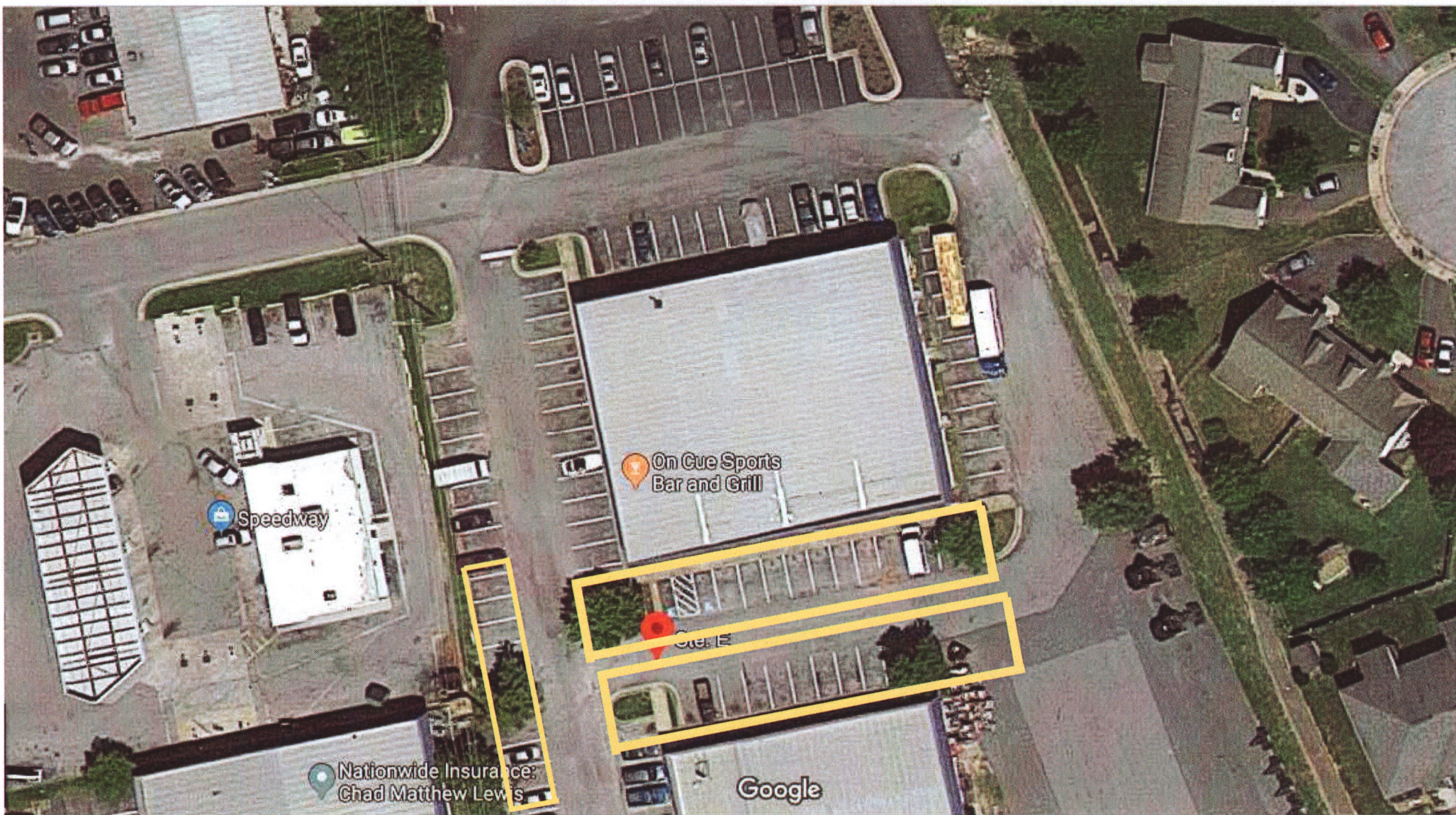
Equipment & Tools

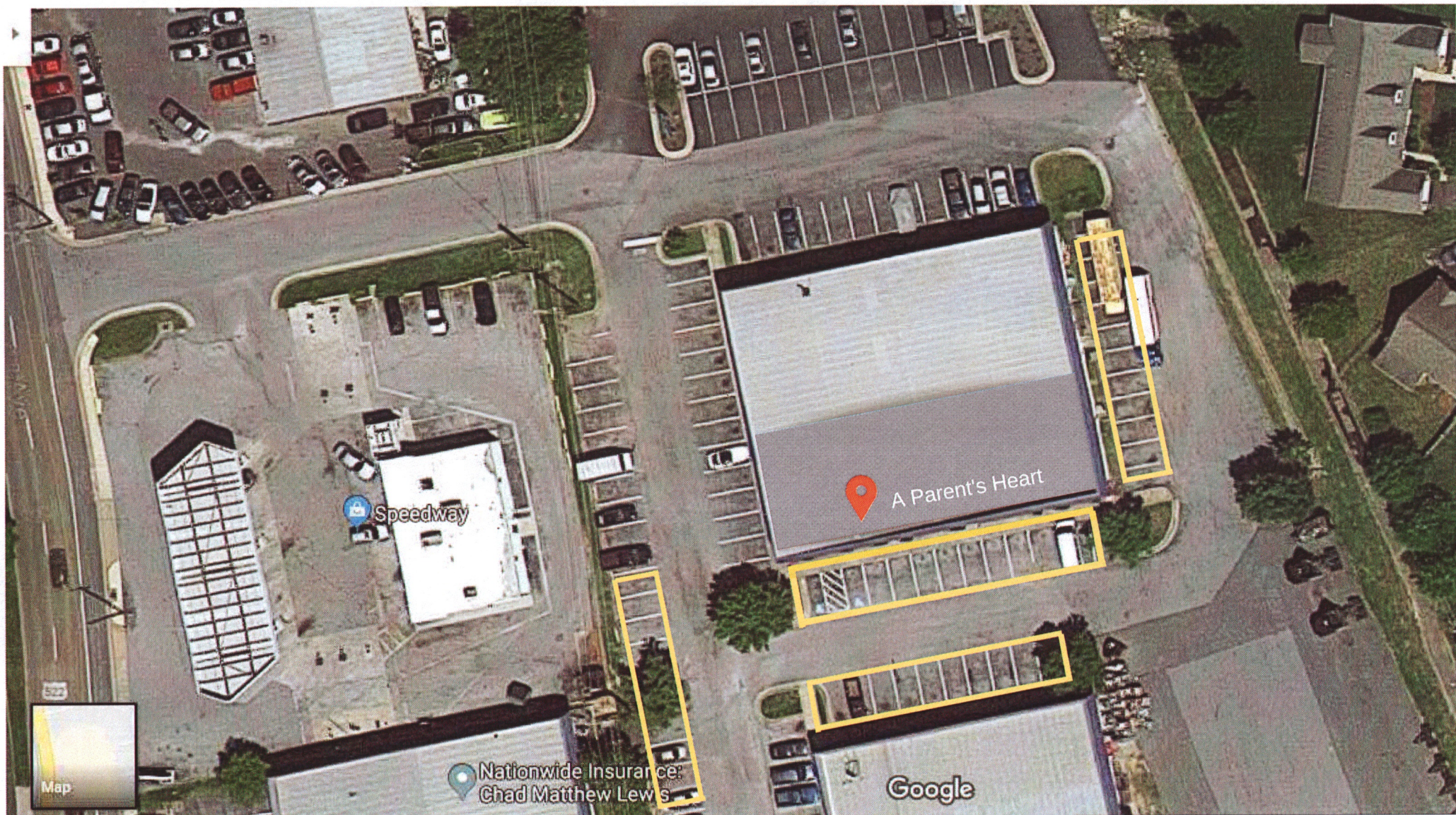
To start, we will acquire the following items to take care, provide the comfort, and facilitate the safest, cleanest, and comfortable learning environment:

- Bed (Cots, Sheets, Blankets)
- Cubbies and Storage Cubes
- Stacking Chairs
- Tables
- Mats
- Carpets
- Office Furniture
- Television (DVD player)
- Radio
- Computer system with printer, CD-RW, and Internet connection
- Copier and Fax Machine
- Storage Bins
- Trash Bin
- Toy Chest
- Toys
- Art Supplies
- Paper
- Books

- Book Shelf
- Pencils
- Medicine Kits
- Kitchen Supplies
- Organic Cleaning Supplies
- Gloves







A Parent's Heart



Speedway

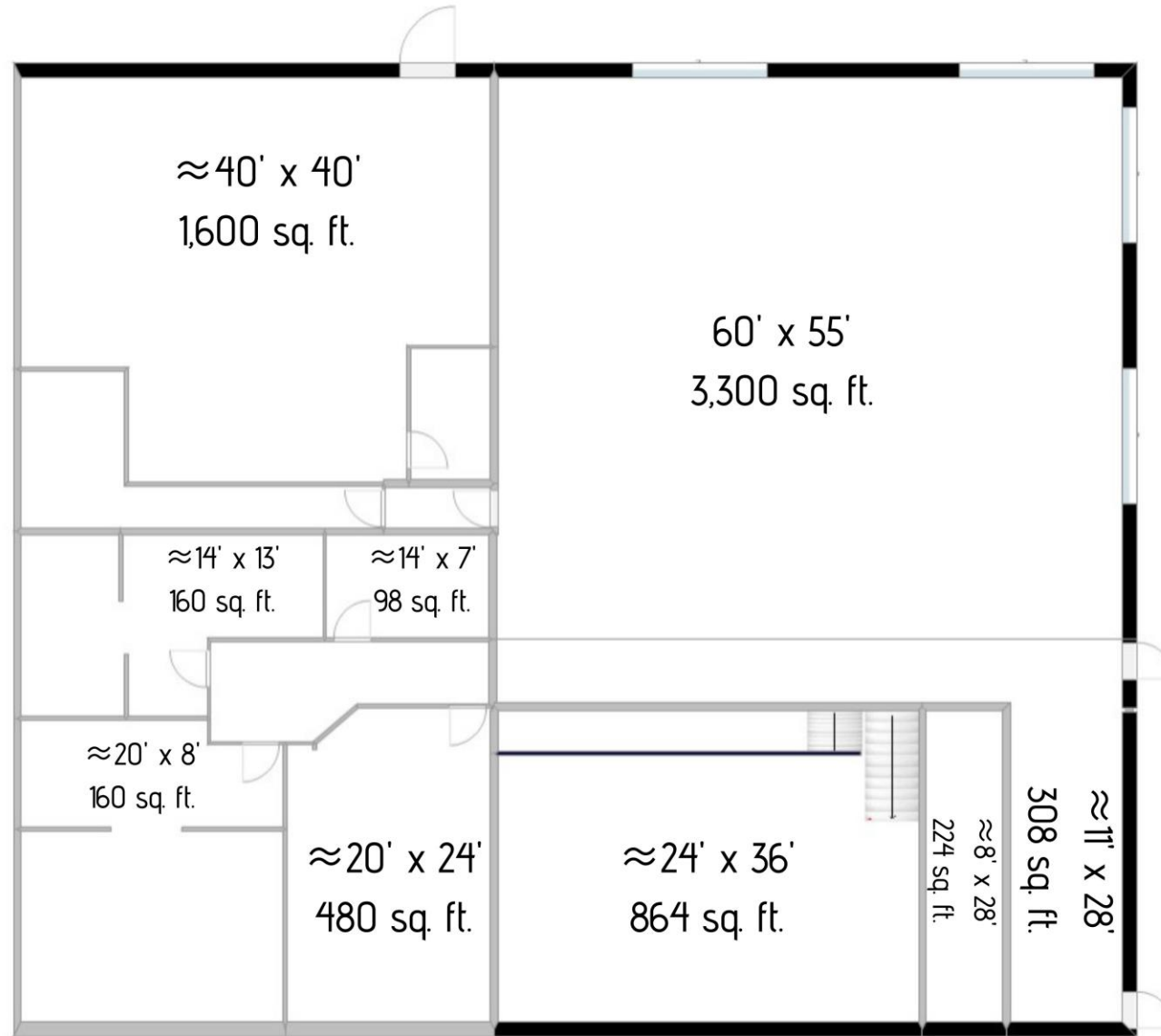


Nationwide Insurance:
Chad Matthew Lewis

Google

522

Map



Parking



Parking



Entry/Exits

- Aluminum Glazed Exit Doors
- Metal Frames
- Glass for visibility & safety monitoring.
- Emergency Panic Bars
- Deadbolt Locks
- Surface Mounted Hydraulic Closers
- 5 x 12 Fixed Windows



Entry/Exits



Entry/Exits



Sanctuary



Sanctuary



Balcony



Balcony



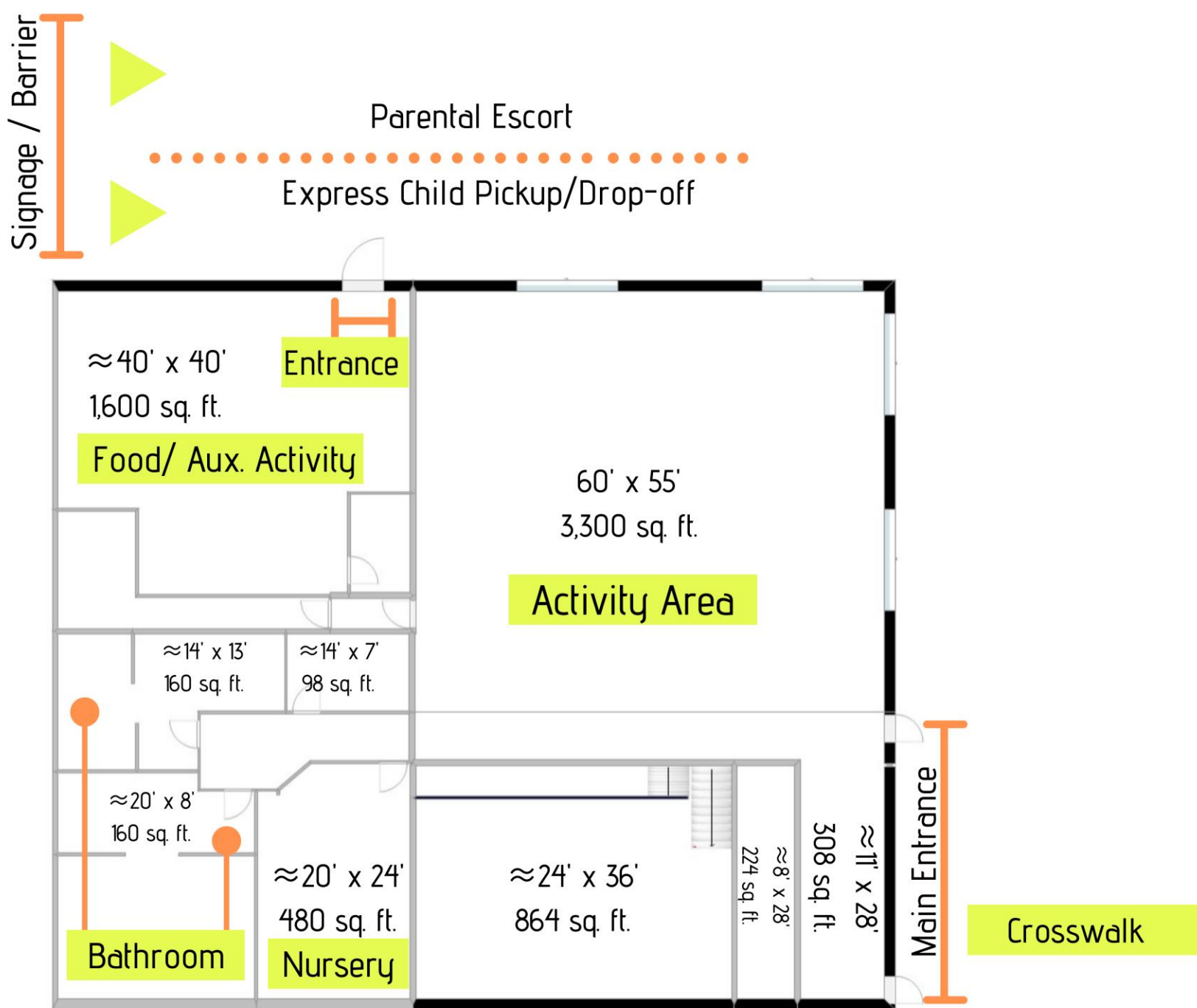


Nursery



Food/Aux. Class Space





Supervision & Safety Action Plans:

Supervision and safety practices are of the utmost importance. Not only do these keep children safe, but it also helps to provide quality care. Because safety is important, the following is a revised plan to soothe all concerns in regards to the location of the daycare:

Pickup/Drop-off Zone:

Dropping off and picking children up could entail a dangerous labyrinth of moving cars and opening doors. A well-planned school site must entail the safe arrival and departure of any pedestrians and cars while maintaining an efficient flow.

The pickup/drop-off zone will consist of a two-lane system, going in one clockwise direction. This way, the students are loaded/unloaded directly to a staffed entrance, a monitored walkway, or the sidewalk itself. This practice will best minimize conflicts between pedestrians and vehicles due to the limited exposure to traffic.

1. Upon arriving at the beginning of the loading area, there will be a staff positioned at the post and signage indicating the start of the pickup/drop-off zone.
2. The zone will be divided into two lanes separated by cones.
 - a. The right lane will lead to the loading door. This serves as an express pickup/drop-off for parents. Parents/guardians will pull in parallel to the door, pickup/drop off their child(ren), then merge back into the left lane. A member of staff will be available to assist the child(ren).
 - b. The left lane will lead around to the front of the building. This will serve as parent parking. This gives parents the option to personally escort their children to the door, or to their car.
3. In the case where parents are parked across the parking lot, or if there is heavy traffic, a guided crosswalk will ensure the safe pickup/drop-off of the child, by the parent. This crosswalk, aided with signage, will be monitored by staff during pickup/drop-off times.

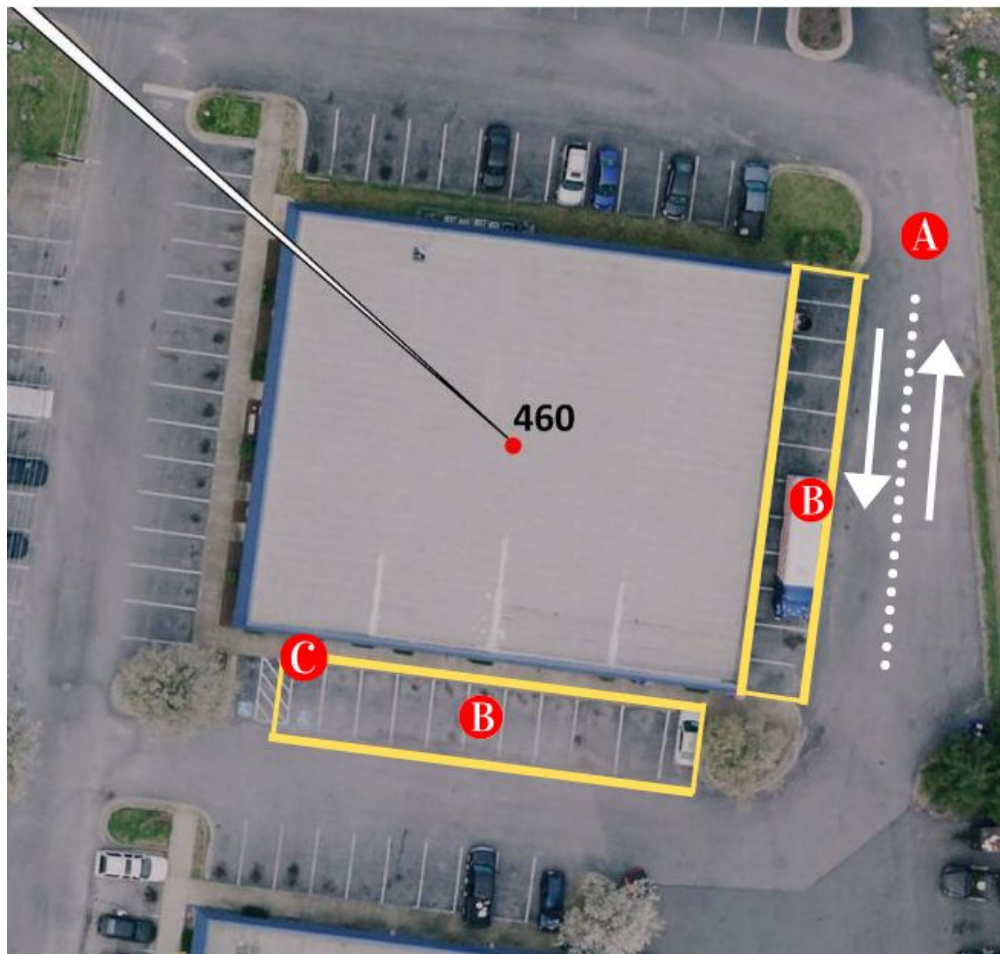
Signage & Fixtures:

Currently, options are being fielded to have permanent barriers in the roadway that leads to the side and rear of the building. Here, where the back exit is, a chain and signage will go up during the morning/afternoon drop-off/pick-up hours. This is an additional effort to curtail traffic in that area only. Seeing as there will be no weekend hours, it will only be used Monday through Friday, during the appropriate hours.

Reserved Parking Spaces:

Along with the work to obtain barriers, discussions are being had with the landlord, who will allow us to reserve a few spots in the front of the building as an extra precautionary measure. In addition, we will put up additional signs noting that there is a daycare, and the hours of operation of the daycare.

A Parent's Heart: Site Parking Proposal



- Point A indicates the location of the bollards. The bollards will be connected by a chain to control the drop-off/pick-up traffic. The bollards will be supplemented by multiple signage. (Reference Image Below)
- The arrows indicate the directional flow of the 2-lane system.
- Point B indicates the parking for the parents picking up and dropping off their children. After parking, the parents will escort their child(ren) to point C.
- Point C indicates the main entrance. Here, parents will bring their child(ren) to the administration desk, and sign them in. (Supplemented by the sign-in image below)



10



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

Page 1
Item No. 10

Meeting Date: November 12, 2019

Agenda Item: COUNCIL APPROVAL – Crooked Run West, LLC Water and Sewer Request

Summary: On March 19, 2019 (and per letter dated March 25, 2019) the Warren County Board of Supervisors moved to send the request of Crooked Run West, LLC to the Town of Front Royal to review the proposed uses for the Crooked Run West property and determine if the Town would provide water and sewer services to property located off of Crooked Run Boulevard (tax map # 12M, Section 2, as lots 9, 10, 11, 12, 13 and 14).

On August 29, 2019, Council received a request for comments for revised rezoning, conditional use permit and Comp Plan Amendment for Crooked Run West on August 29, 2019.

Tonight, Council is requested to approve the request from Crooked Run West LLC for water and sewer service for their planned residential development (Crooked Run West).

Budget/Funding: N/A

Attachments: Letters from County Planning Director dated March 25 and August 29, 2019

Meetings: Work Sessions held April 15 and October 21, 2019

Staff Recommendation: Approval Denial ✓

Proposed Motion: I move that Council approve the request from Crooked Run West LLC for water and sewer service for their planned residential development (Crooked Run West) located off of Crooked Run Boulevard (tax map# 12M, Section 2, as lots 9, 10, 11, 12, 13 and 14).

*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

COUNTY OF WARREN



Department of Planning
220 North Commerce Avenue, Suite 400
Front Royal, Virginia 22630

Phone: (540) 636-3354
FAX: (540) 636-4698
Email: tlogan@warrencountyva.net

Taryn G. Logan, AICP
Planning Director

March 25, 2019

BOARD OF SUPERVISORS

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Linda P. Glavis
*South River
District*

Tony F. Carter
*Happy Creek
District*

Douglas P. Stanley
County Administrator

Joe Waltz
Town Manager
Town of Front Royal
P.O. Box 1560
Front Royal, Virginia 22630

Dear Mr. Waltz,

Please be advised that at their regular meeting on March 19, 2019, the Warren County Board of Supervisors moved to send the request of Crooked Run West, LLC to the Town of Front Royal to review the proposed uses for the Crooked Run West property and determine if the Town would be willing to provide water and sewer services to the site for residential and commercial land uses. This property is located off of Crooked Run Boulevard and identified on tax map number 12M, section 2, as lots 9, 10, 11, 12, 13, and 14.

At the end of February I sent over a request for comments to the Town on the proposed comprehensive plan amendment, rezoning, and conditional use permit applications for this property. This request includes the anticipated water and sewer demands as well. I've attached all of the information that was in the Board of Supervisors' packet for this water/sewer availability request.

If you have any questions regarding this request, please call me.

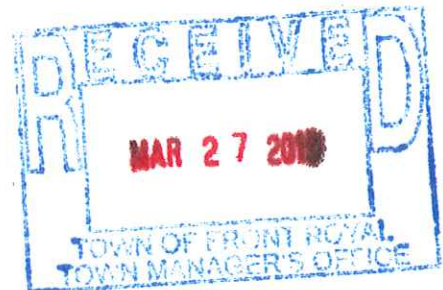
Sincerely,

Taryn G. Logan

Taryn G. Logan, AICP
Planning Director

TGL

Attachments



*Front Royal-Warren County
Rivers of Opportunity-Mountains of Success*

WARREN COUNTY
BOARD OF SUPERVISORS

JOSEPH F. SILEK, JR., P.C.

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

FEB 25 2019

RECEIVED
WARREN COUNTY
ADMINISTRATOR'S OFFICE

February 21, 2019

Via First Class Mail

Mr. Douglas P. Stanley, County Administrator
County Administration
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630

Re: Crooked Run West, LLC

Dear Doug:

On Tuesday, February 19, 2019, Crooked Run West, LLC ("Crooked Run West") filed a Rezoning Application and a Conditional Use Permit Application for a portion of the property that they own West of Crooked Run. In the Applications, Crooked Run West stated that it was going to use municipal water and sewer for the commercial and residential portions of its property. With that said, I am aware that in April 2018 the Town and the County amended its Voluntary Settlement Agreement, and that one (1) of the changes that was made was to include Crooked Run West's property into the corridor area whereby the Town would provide water and sewer services. By this letter, Crooked Run West is requesting that the Town and the County amend the Voluntary Settlement Agreement to include providing water and sewer services to the residential portion of the Crooked Run West property when it is rezoned by the County.

If there is any additional information that is needed to make said request, please do not hesitate to contact me.

Very truly yours,

Joseph F. Silek, Jr.

cc: Mr. Edward Murphy (via email)



Dewberry Consultants LLC
13575 Heathcote Boulevard, Suite 130
Gainesville, VA 20155

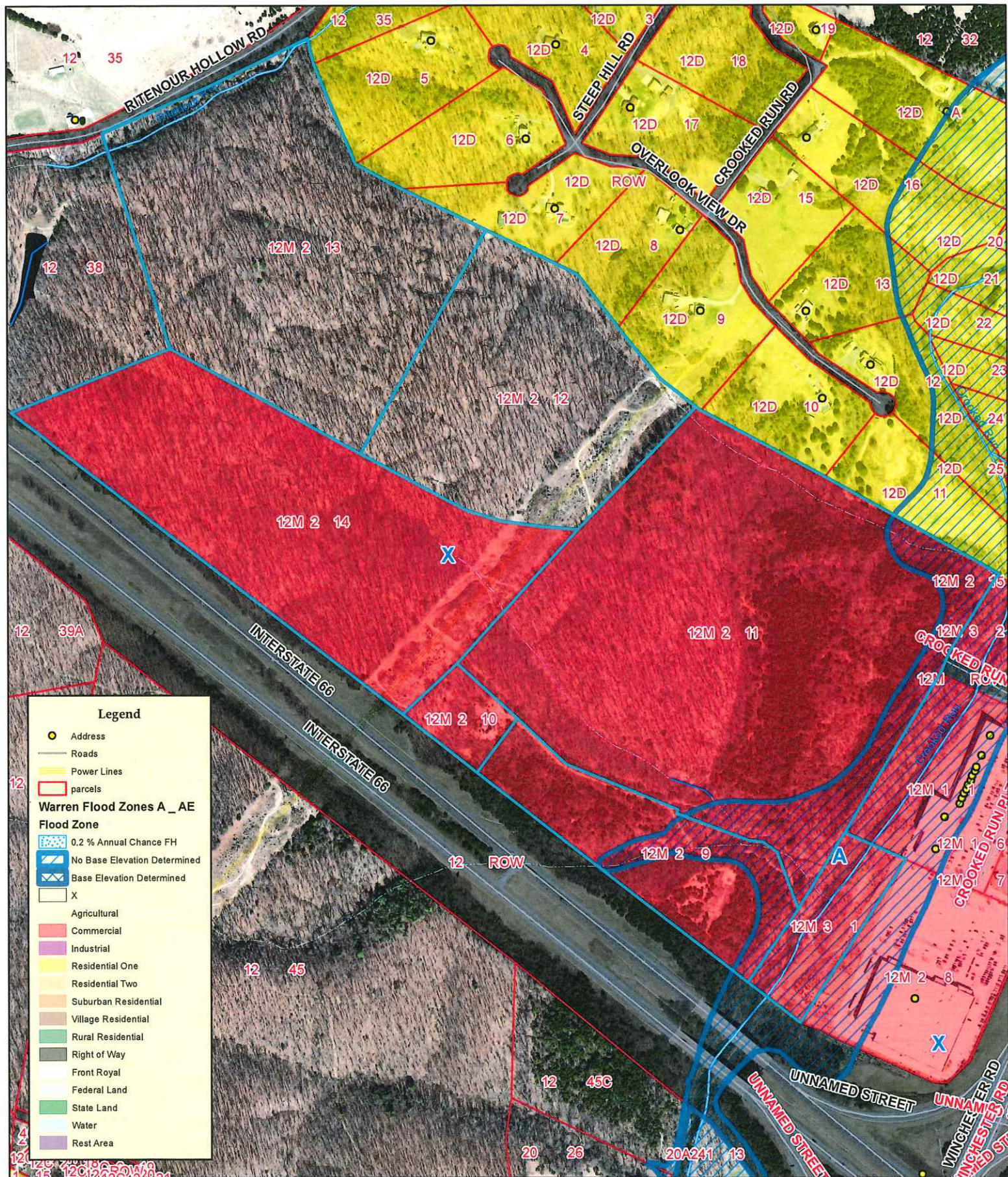
703.468.2211
703.468.2212 fax
www.dewberry.com

March 13, 2019

CROOKED RUN WEST LLC

ANTICIPATED WATER AND SEWER DEMANDS

UNIT TYPE	NUMBER OF UNITS	WATER GPD EACH UNIT	GPD WATER	SEWER GPD PER UNIT	GPD SEWER
-ASSISTED LIVING	150	60 GPD	9,000	75	11,250
-COMMERCIAL	14 ACRES	1,500 GPD/AC	21,000	1800	25,200
-SINGLE FAMILY ATTACHED	125	100/GPD	12,500	120	15,000
-SINGLE FAMILY DETACHED	150	125/GPD	18,750	150	22,500
-MULTI-FAMILY	600	60/GPD	36,000	80	48,000
TOTAL	1,025		97,250		121,950



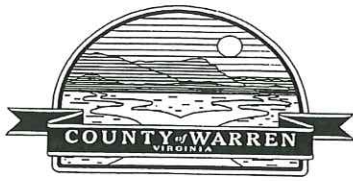
Crooked Run West LLC Properties
TM#12M - Section 2 - Parcels 9/10/11/12/13/14
TM#12M- Section 3 - Parcel 1
2018 VGIN Imagery

1 in = 500 feet

0 95 190 380 570 760 Feet



Parcels maintained by Warren County GIS. While data is continuously updated from surveyed plats, this data is for representational purposes only and accuracy reflected is not that of a professional survey. The County does not warrant the accuracy thereof; all data and maps are accepted and used with all and all warranties, express and implied, including all warranties of merchantability or of fitness for a particular purpose or otherwise, are hereby expressly disclaimed by Warren County.



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
3/19/2019	K	Request to the Town of Front Royal - Water and Sewer Availability and Service Crooked Run West, LLC	1 of 2

EXPLANATION & SUMMARY:

On February 19, 2019, the Planning Department received a rezoning application, conditional use permit application and a Comprehensive Plan amendment request for the properties located at 12M, section 2, lots 9, 10, 11, 12, 13, and 14, owned by Crooked Run West, LLC. The majority of the property is currently zoned Commercial (rezoned in 2009), with a portion still zoned Agricultural. The request is to allow a mixed use development of residential and neighborhood commercial uses. The Suburban Residential section is proposed to be: 150 Assisted Living Units; 125 Townhomes; 150 Single Family Detached Units; and 600 Apartments. 23 acres is still proposed as Commercial and 26 acres is proposed as public land.

On February 25, 2019, the County received the attached letter from Joseph Silek, attorney for Crooked Run West, LLC requesting the Town and County amend the Voluntary Settlement Agreement to include providing water and sewer to the residential portion of the Crooked Run West property.

In April 2018, the Town and County amended this Agreement to reach a compromise for PILOT meals and lodging taxes. In that Agreement, the Crooked Run West property was added for the Town to provide water and sewer services to the site for the *commercial* uses. The Agreement also states that "The Corridor, as established in the Voluntary Settlement Agreement, is hereby expanded and amended to include Crooked Run West, provided that Crooked Run West is developed as herein described and its total public utility water/sewer needs do not exceed an average of 40,000 gallons per day, unless any usage in excess of that estimate is specifically approved by the Town Council."

Due to the fact that the property is now being proposed by the owner for a mix of uses to include residential uses, the owner is requesting the Agreement be amended. The owner has requested the rezoning and is going through the proper public hearing procedures. The request is on the Planning Commission agenda March 13th for authorization to advertise for a public hearing. They have asked that this request run concurrent with those applications to determine if they do have water and sewer available at the site for residential land uses.

The Board could decide at this meeting to send a request to the Town of Front Royal to review the mixed use development proposal to see if there is water and sewer availability and if they would be willing to provide water and sewer to the property for residential land uses. The Board could also postpone this request from the owner for discussion at a work session.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors send the request to the Town of Front Royal to review the proposed uses for the Crooked Run West property and determine if the Town would be willing to provide water and sewer services to the site for residential land uses.

OR

I move that the Board of Supervisors postpone this request to a work session for discussion prior to sending the request to the Town of Front Royal.

SUBMITTED BY:

Taryn Logan, 
Planning Director

DISPOSITION OF BOARD:

☐ **APPROVED** ☐ **OTHER (Describe)**

**PROCESSED
BY:**

**AMENDMENT TO VOLUNTARY SETTLEMENT AGREEMENT
BETWEEN THE COUNTY OF WARREN, VIRGINIA, AND THE
TOWN OF FRONT ROYAL, VIRGINIA, REGARDING THE COMPROMISE FOR
PILOT MEALS AND LODGING TAXES**

This Amendment to the Voluntary Settlement Agreement (hereinafter the "Amendment"), entered into this 11th day of April, 2018 pursuant to the authority granted by Sections 15.2-1300 and 15.2-3400 of the Code of Virginia, 1950, as amended, by and between the **County of Warren, Virginia**, a political subdivision of the Commonwealth of Virginia, by and through its Board of Supervisors (hereinafter the "County") and the **Town of Front Royal, Virginia**, a Virginia municipal corporation, by and through its Town Council (hereinafter the "Town").

WITNESSETH:

RECITALS:

A. By Final Order Validating and Affirming the Voluntary Settlement Agreement between the Town of Front Royal and the County of Warren, entered by a Special Court sitting in the Circuit Court of the County of Warren, Virginia, on December 13, 1999; the said Special Court affirmed and validated a Voluntary Settlement Agreement executed by the Town and the County as of January 27, 1998, amended on October 6, 1998, and further amended on August 9, 1999 (hereinafter the "Voluntary Settlement Agreement").

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

C. Extension of municipal utilities into the Corridor prompted concern on the part of the Town that development in the Corridor would place businesses within the Town limits at a competitive disadvantage with businesses located in the Corridor, as businesses located in the Corridor would not have to pay Town taxes.

D. The County acknowledged this concern and together with the Town jointly lobbied the General Assembly to approve special legislation in Virginia Code §15.2-2119.J and §15.2-2143, which thereby authorized the Town to provide public water and sewer utility services to industrial and commercial users outside the Town's boundaries and collect such compensation therefor as may be contracted for between the Town and such users. The Town implemented public utility contracts that included Payment In-Lieu of Taxes ("PILOT") fees from commercial public utility customers in the Corridor, with the intent of causing all businesses both inside and outside of the Town limits paying as closely to the same amounts towards their municipal water and sewer utility payments, as well as the equivalent of the total taxes commercial public utility customers would pay, as if they were located within the Town boundaries.

E. The Voluntary Settlement Agreement documented the basic responsibilities for municipal water and sewer utility provisions in the Corridor.

F. Following the outcome of 2009 litigation between the Town and certain restaurants located in the Corridor, the Town suspended the collection of the food and beverage taxes or meals tax, transient room rentals tax and transient occupancy or lodging taxes, also referred to as "Meals and Lodging" taxes" components, of the PILOT fees which had been included in the Town's public utility contracts with businesses in the Corridor.

G. Subsequent to this suspension of collection, the Town and County have attempted to "level the playing field" between restaurants and hotels within the Town and those located in the Corridor, such that all such businesses are paying a substantially equal amount of taxes and no businesses are realizing a competitive advantage or disadvantage based solely on which side of the Town's corporate limits they are placed.

H. In addition, the Town and County both desire to expand the Corridor area to include property located on the west side of Crooked Run, which includes tax map parcel numbers 12 M 2 9 (11.22ac), 12 M 2 10 (2.33ac), 12 M 2 11 (53.93 ac), 12 M 2 12 (20.00 ac), 12 M 2 13 (30.43 ac), and 12 M 2 14 (29.94 ac), in total containing 147.85 acres (hereinafter referred to as "Crooked Run West").

I. The County and the Town have recognized that amending the Voluntary Settlement Agreement as set forth herein will be beneficial to the orderly growth and continued viability of both localities.

J. Virginia Code Section 15.2-3400 allows localities to voluntarily enter into agreements with other localities to settle and resolve matters beneficial to the orderly growth and continued viability of such localities.

K. The parties hereto have been advised by officials of the Commission on Local Government and the Office of the Attorney General that the Court Orders contained in the said Voluntary Settlement Agreement provide for an Amendment to the Voluntary Settlement Agreement without the necessity of the Amendment being additionally submitted to the Commission on Local Government and then being further ratified by a Special Court appointed by the Supreme Court of Virginia.

NOW, THEREFORE WITNESSETH, that for and in consideration of the premises, and the mutual benefits flowing to all residents of the County, whether living within or without the Town's corporate limits, the parties hereto agree as follows:

1. The parties agree to amend the Voluntary Settlement Agreement as provided for herein, and to accomplish all steps reasonable and necessary to have the proper approvals to effectuate this Amendment.

2. The Corridor area, as defined in the Voluntary Settlement Agreement, is expanded to include Crooked Run West which contains tax map parcel numbers 12 M 2 9 (11.22ac), 12 M 2 10 (2.33ac), 12 M 2 11 (53.93 ac), 12 M 2 12 (20.00 ac), 12 M 2 13 (30.43 ac), and 12 M 2 14 (29.94 ac), in total containing 147.85 acres (the map of the Corridor and Crooked Run West is attached hereto as Exhibit A). The area known as Crooked Run West is planned to be developed in the future with restaurants, retail stores and financial institutions similar to those in the Corridor, plus one or more hotels, with all of Crooked Run West anticipated to require an average of not more than 40,000 gallons per day of water usage and sewer discharge at full build-out. The Corridor, as established in the Voluntary Settlement Agreement, is hereby expanded and amended to include Crooked Run West, provided that Crooked Run West is developed as herein described and its total public utility water/sewer needs do not exceed an average of 40,000 gallons per day, unless any usage in excess of that estimate is specifically approved by the Town Council.

3. For the duration of the Amendment, the Town will not resume collection of Meals and Lodging taxes components of the PILOT fees from commercial businesses located within the Corridor or Crooked Run West.

4. The Town will continue to maintain and establish municipal water and sewer utility contracts with commercial businesses in the Corridor and Crooked Run West requiring municipal water and sewer utility services, including in-town rates for tap (connection) fees, and the Town will continue to collect PILOT fees from those customers, excluding the Meals and Lodging Tax components.

5. For all existing and future commercial municipal water and sewer utility customers operating under any Town PILOT fee agreement in the Corridor and Crooked Run West, the County will appropriate and provide funding to the Town through the County's General Fund Revenues for a) the equivalent of thirty percent (30%) of the Meals Tax collected in the Corridor and Crooked Run West by the County, and b) the equivalent of five percent (5%) of the two percent (2%) Lodging Tax collected in the Corridor and Crooked Run West by the County during the previous fiscal year, said appropriations to be remitted to the Town in equal, bi-annual payments to be made not later than each December 31 and June 30 annually, beginning December, 2016. The County shall provide a certified statement from its auditor verifying the County's General Fund Revenues to include Meals and Lodging Tax revenues in both the Corridor and Crooked Run West to the Town with the December payment. The funding by the County to the Town shall not include a portion of the three percent (3%) lodging tax that must be designated and spent solely for tourism and travel in accordance with § 58.1-3819 of the Code of Virginia (1950), as amended.

6. Should the County Board of Supervisors determine that appropriations for payment prescribed in this Amendment will not be incorporated into its annual appropriations in any given year, the County shall provide the Town with written notice at least one hundred-twenty (120) days in advance of the next bi-annual payment date.

7. Should the County Board of Supervisors fail to appropriate funding in compliance with this Amendment in any given year, this Amendment shall terminate.

8. All PILOT fee agreements with the municipal water and sewer utility customers of the Town will continue as written unless invalidated by a court of competent jurisdiction. In the event any such PILOT fee agreements as currently written are so invalidated, the Town reserves the right to amend the PILOT fee agreements so long as such PILOT fee agreements do not increase the payments required of commercial businesses beyond the payment rates charged to commercial businesses of the same category or class located within the Town limits, excluding meals and lodging taxes. The Out-of-Town utility rate, which is currently twice the In-Town rate, will continue to apply to industrial customers, unless negotiated otherwise by the Town with such customers.

9. Recognizing that future establishments of dining and lodging located in the Corridor and Crooked Run West should be operated as fairly and competitively as possible with similar establishments located within the Town limits, the Town and the County agree to use all due diligence in working with future businesses to consider their rezoning/conditional use permit applications, subdivision plats, site plans and utility applications as expeditiously as practical and appropriate.

10. Requests for future municipal water and sewer utility services within the Corridor and Crooked Run West shall continue to be considered as provided in the Voluntary Settlement Agreement and shall not require the County or the property owner/occupant to request a boundary adjustment to include the involved property/use within the boundary of the Town. Additionally, the Town will continue to be invited to provide input and due consideration of all rezoning requests in the Corridor and Crooked Run West.

11. The County can terminate the appropriations and payment of funding described in this Amendment in the event the Town Council votes and approves the collection of the Meals and Lodging Tax components of the PILOT fees for commercial businesses in the Corridor or Crooked Run West as established by this Amendment.

12. The Town will not initiate an annexation action in the Annexation Immunity Area, as defined in the Voluntary Settlement Agreement and shown on the attached Exhibit B, for twenty-five (25) years from the date of execution of this Amendment (hereinafter the "Annexation Immunity Area"). The County can terminate the appropriations and payment of funding described in this Amendment in the event the Town commences annexation legal filings or proceedings within the Annexation Immunity Area within such time period above, unless requested by the County. Annexation or Boundary Adjustment of any other area of the County or property owner initiated requests outside the Annexation Immunity Area will not give cause to terminate appropriations of payments.

13. The Town may terminate further extension of municipal water and sewer utility services to any new commercial or industrial customers in the Corridor or Crooked Run West if the Town determines in good faith that it does not have the utility capacity to serve such new customers without being able to serve the Town's existing municipal utility customers in accordance with the Town's contractual and legal obligations with such existing municipal utility customers.

14. The parties agree to present the Amendment to the Commission on Local Government, if required, as a proposed settlement pursuant Virginia Code Section 15.2-3400.

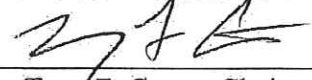
15. The parties agree that should a recommendation of the Commission on Local Government not be needed on the Amendment, then the Town Council and Board of Supervisors

will pass respective Town and County resolutions to adopt either this Amendment or a modified amendment to the Voluntary Settlement Agreement acceptable to all parties.

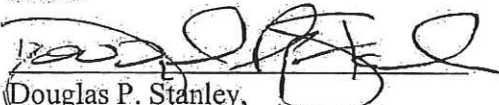
16. This Amendment may be amended by mutual written agreement of both the County of Warren and Town of Front Royal.

Witness the following signatures on the dates indicated.

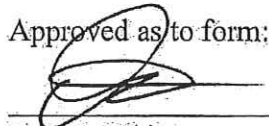
COUNTY OF WARREN, VIRGINIA

By: 
Tony F. Carter, Chairman,
Warren County Board of Supervisors

Attest:


Douglas P. Stanley,
Clerk to the Board of Supervisors

Approved as to form:


Dan N. Whitten,
County Attorney

TOWN OF FRONT ROYAL, VIRGINIA

By: Hollis L. Tharpe
Hollis L. Tharpe, Mayor

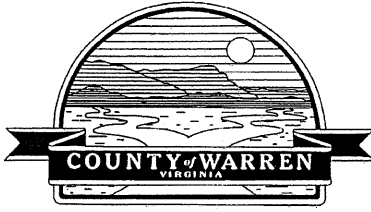
Attest:

Jennifer E. Berry
Jennifer E. Berry,
Clerk to Town Council

Approved as to form:

Douglas W. Napier
Douglas W. Napier
Town Attorney

COUNTY OF WARREN



Department of Planning
220 North Commerce Avenue, Suite 400
Front Royal, Virginia 22630

Phone: (540) 636-3354

FAX: (540) 636-4698

Email: tlogan@warrencountyva.net

Taryn G. Logan, AICP
Planning Director

REQUEST FOR COMMENTS: 2019-03-01 + R2019-03-01 + CP2019-03-01

Revised Applications

Planned Residential Development - Crooked Run West Rezoning from Commercial to Suburban Residential Comprehensive Plan Amendment

BOARD OF SUPERVISORS

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VICE-CHAIRMAN
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*Fork
District*

Linda P. Glavis
*South River
District*

Tony F. Carter
*Happy Creek
District*

Douglas P. Stanley
County Administrator

Date: August 29, 2019

To: Warren County E&S, David Beahm
Warren County Health Department
Warren County Public Schools
Warren County Office of Emergency Services
Warren County Sheriff's Department
Virginia Department of Transportation
Front Royal Department of Public Works
Rappahannock Electric Co-op

From: Taryn G. Logan, AICP, Planning Director

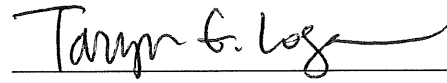
Subject: Request for comments for Revised Rezoning, Conditional Use
Permit, and Comp Plan Amendment requests

Proposed: To obtain a conditional use permit for a Planned Residential
Development in Crooked Run West; to rezone approximately 53+/-
acres from Commercial to Suburban Residential; to change the Future
Land Use Map from Commercial to Mixed Use Development. The
property is located off of Route 340/522 in Warren County and
identified on tax map 12M-2, as lot 11, west of the Crooked Run
Shopping Center.

Please review the revised requests and the site, if necessary, and make any appropriate comments as to the effects on the public health and safety. This would also be the appropriate time to suggest any conditions that should be attached by the Board of Supervisors. If you feel that there will be no adverse effects or that no additional conditions should be met, please state this. I have enclosed copies of the applicant's application. Your response **within thirty (30) days** will be greatly appreciated.

*Front Royal-Warren County
Rivers of Opportunity-Mountains of Success*

Directions to property: Take Route 340/522-N and turn left on Crooked Run Boulevard.

A handwritten signature in black ink, reading "Taryn G. Logan". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Taryn G. Logan, AICP, Planning Director

RECEIVED

AUG 28 2019

WARREN COUNTY
PLANNING DEPARTMENT

JOSEPH F. SILEK, JR., P.C.

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

August 28, 2019

Taryn Logan, Director of Planning
County of Warren, Virginia
Warren County Government Center
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630

RE: Crooked Run West, LLC – Amended Rezoning Statement of Justification

DELIVERED BY HAND DELIVERY

Dear Taryn:

As you know, I represent Crooked Run West, LLC, the owner of approximately 147.86 acres in the North District of Warren County and located in the Route 340/522 corridor known as Tax Map Parcels 12-45E, 12-45E1, 12-45F, 12-45F1, 12-45F2, and 12-45F3 (the “Crooked Run West Properties”). The Crooked Run West Properties are currently located in the Commercial (“C”) and Agriculture (“A”) Zoning Districts as defined by the Warren County Code.

When my client filed its rezoning and conditional use permit applications, their vision for the Crooked Run West Properties was for a mixed use development which emphasized a variety of housing types while reducing the commercially-zoned acreage. Crooked Run West’s initial vision was informed by the County’s Strategic Vision which highlighted the concern about the shortage of workforce housing which, in turn, contributes to other important issues of concern such as the ability to keep and retain needed local professionals such as teachers and public safety employees. Its vision was likewise informed by a very real and permanent shift in retail and commerce away from bricks-and-mortar stores to online shipping experiences. My client felt that an emphasis on residential development would result in greater demand for the commercially zoned acreage which it was planning on retaining. Finally, it was Crooked Run West’s understanding that the County desired a road connecting Route 609 with Routes 340/522; however, VDOT matching funds for such roadway would no longer be available after this year unless Crooked Run West, LLC were able to commit to providing such funds as part of its proffered development plans.

Since filing its initial rezoning and conditional use permit applications, Crooked Run West, LLC has had the opportunity to receive input from County officials, citizens, and a variety of stakeholders during the review process. Based on that input, my client has decided that significant modifications to their development vision are in order. As part of its amended application, rather than rezoning a significant amount of presently commercially-zoned property, Crooked Run West will now request that only **one parcel (TM No. 12-45F, more particularly described in the enclosed exhibit)** be rezoned to the Suburban Residential ("SR") district. As a result, the proposed residential development will be limited to an anticipated 600-unit multiple apartment complex as well as a planned active retired residential development. **The remainder of the Crooked Run West Properties will remain in their present zoning districts.** It remains Crooked Run West, LLC's belief that having a mixed use development with residential and commercial components will not only address the workforce housing need in Warren County but will also make the commercially-zoned acreage more attractive for future commercial investment and development. Moreover, given the County's changing demographic trends toward an older active residential population, an active retirement residential development within easy distance of shopping and retail is likewise desirable. Finally, the location of mixed use development at the southern end of the Route 340/522 corridor is consistent with prior County zoning decisions and constitutes good zoning practice.

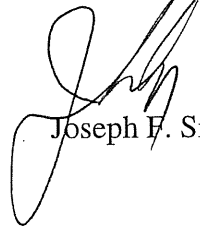
My client's new plan does not envision a roadway connecting Route 609 with Route 340/522 as it has become clear that preserving state matching funds for such a road does not appear to be a priority. Thus, the roadways proposed as part of the development will only serve movement around the development and between the development and Route 340/522. Further, all infrastructure improvements needed for project development (such as roadways and bridges across Crooked Run) will be paid for solely by the developer.

In summary, Crooked Run West's amended rezoning and conditional use permit applications reflect my client's consideration of public input and also continue to represent a solution to concerns about workforce housing already identified by the County. The location of my client's project also places workforce housing and a senior active residential development in a convenient location which can absorb traffic. Further, by seeking to rezone only one (1) parcel, the revised development proposal preserves the vast bulk of commercially zoned land at the southernmost point of Route 340/522. Crooked Run West, LLC believes that the shift to a more mixed use development will make such commercial property more attractive in the new commercial environment. For these reasons, Crooked Run West, LLC respectfully requests that the County approve its amended applications.

Taryn Logan, Director of Planning
August 28, 2019
Page 3 of 3

On behalf of my client, I want to thank you for your thoughtful attention to this application.
If you have any additional questions, please do not hesitate to contact me.

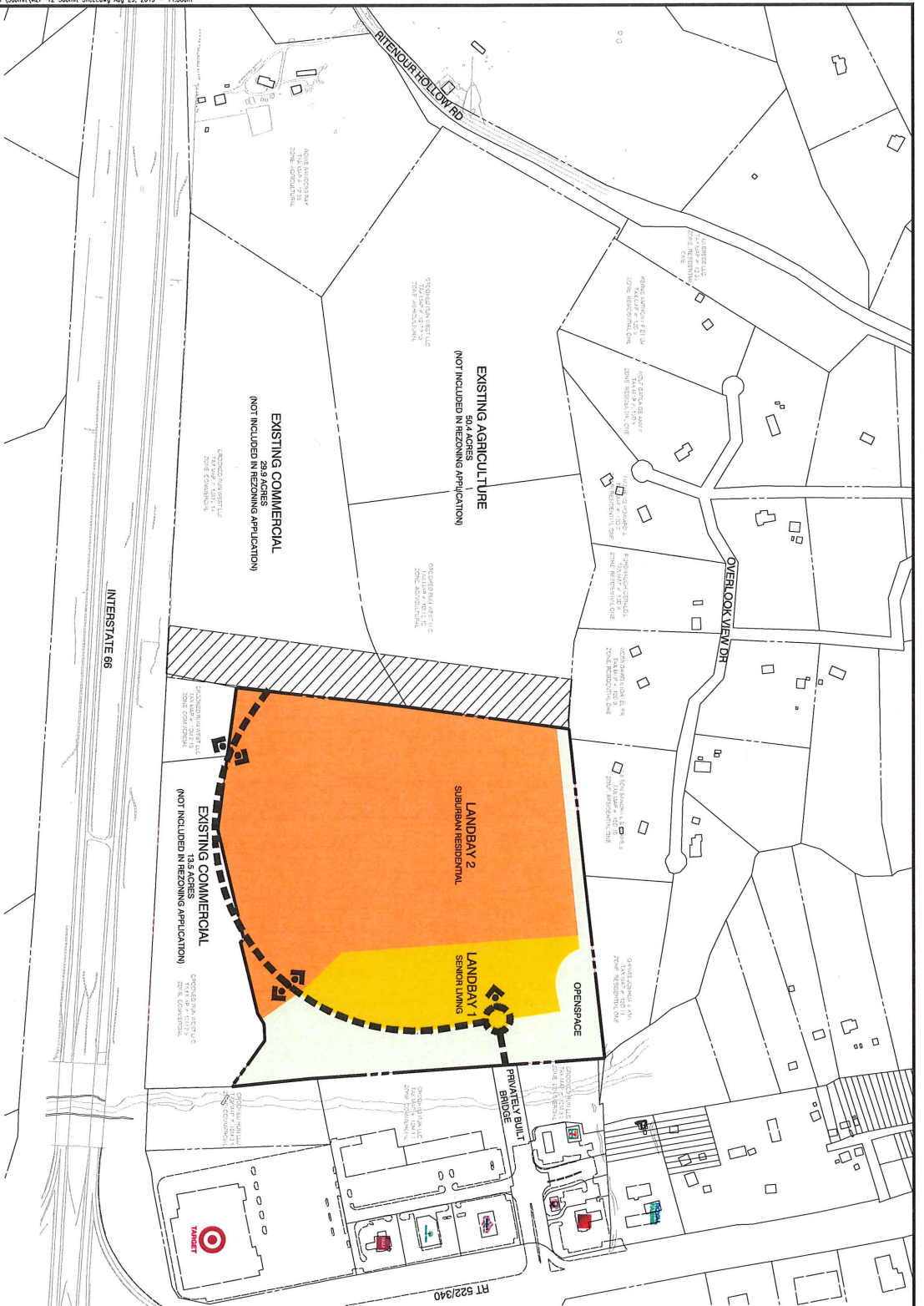
Very Truly Yours,

A handwritten signature in black ink, appearing to read 'J. Silek, Jr.', with a large, stylized initial 'J'.

Joseph F. Silek, Jr.

Enclosures

cc (w/ enclosures): Client



NOTES:

1. SITE OWNERS: CROOKED RUN WEST LLC
2. TAX MAP #: 1212.11
3. TOTAL SITE AREA: 59.9 AC.

LANDBAY TABLE:

LANDBAY	USE	MAXIMUM UNITS
1	SENIOR LIVING	150
2	SUBURBAN RESIDENTIAL	600
TOTAL		750

LEGEND

- PROPERTY BOUNDARY
- PROPOSED ROAD
- APPROXIMATE ACCESS POINT
- EXISTING OVERHEAD UTILITY FACILITY (APPROXIMATE LOCATION)

**CROOKED RUN WEST LLC
MASTER ZONING PLAN**

DATE: 08/29/19

SCALE: 1" = 200'

NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VIRGINIA



REZONING APPLICATION

APPLICATION NO. _____

DATE RECEIVED: _____

FEE AMOUNT: \$ _____

DATE PAID: _____

> PREVIOUSLY PAID

Applicant:

Name:	CROOKED RUN WEST, LLC
Address:	7900 WESTPARK DRIVE, SUITE T-420 MCLEAN, VA 22102
Telephone:	(703) 244-1972
Email:	cmurphy@rdstc.com

Owner of Record: (if different than above; if more than one owner, provide information for each on a separate page).

Name:	SAME
Address:	
Telephone: ()	

Respectfully (name above) request that a determination be made by the Warren County Planning Commission and Board of Supervisors on the following request for a rezoning for the property described below.

Property Information:

A. Location of Property:

Election District:	NORTH RIVER
Tax Map No.:	12
Section:	
Block:	45
Lot(s):	F
Subdivision Name:	CROOKED RUN
Area of Property (acres):	53.93

B. Current land use and condition of site: VACANT-WOODED

C. Zoning of surrounding land and property: COMMERCIAL, AG, RESIDENTIAL

Zoning Classification and Request:

A. Present Zoning of property: COMMERCIAL

B. Proposed Zoning requested: SUBURBAN RESIDENTIAL -
PLANNED RESIDENTIAL DEVELOPMENT

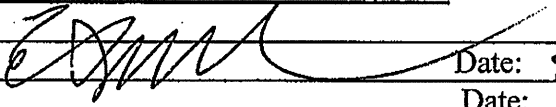
Proposed Use of Property:

A. Describe the proposed use of the property, including primary and secondary uses.
- 150 SENIOR LIVING APARTMENTS
- UP TO 600 MULTIFAMILY & WORKFORCE HOUSING APARTMENTS

Plans Prepared by:

Name: DEWBERRY, INC
Address: 13575 HEATHCOTE BLVD, #130
GAINESVILLE, VA 20155
Telephone : () 703-468-2211

I/we the undersigned, do hereby respectfully agree to comply with any conditions required by the Board of Supervisors of the County of Warren, Virginia, and authorize the County personnel to go upon the property for the purpose of making site inspections. Expenses incurred in securing professional assistance in connection with the review of this application for Rezoning, shall be charged to the applicant. **If the set of required documents is incomplete, your application will not be placed on the Planning Commission's agenda.**

Signature of Owner: 	Date: <u>8/26/19</u>
Signature of Applicant:	Date:
Signature of Co-Applicant(s):	Date:

For County Planning, Zoning, and Building Office use:

Date Authorized for Advertisement:	
Advertising Deadline:	
Building Dept. Review/Comments:	
Planning/Zoning Dept. Review/Comments:	
Date of Planning Commission Public Hearing:	
Planning Commission Recommendation:	Vote:
Planning Commission Conditions Attached to Application:	
Date of Board of Supervisors Public Hearing:	
Board of Supervisors Decision:	Vote:
Board of Supervisors Conditions Attached to Application:	

JOB SITE DIRECTIONS

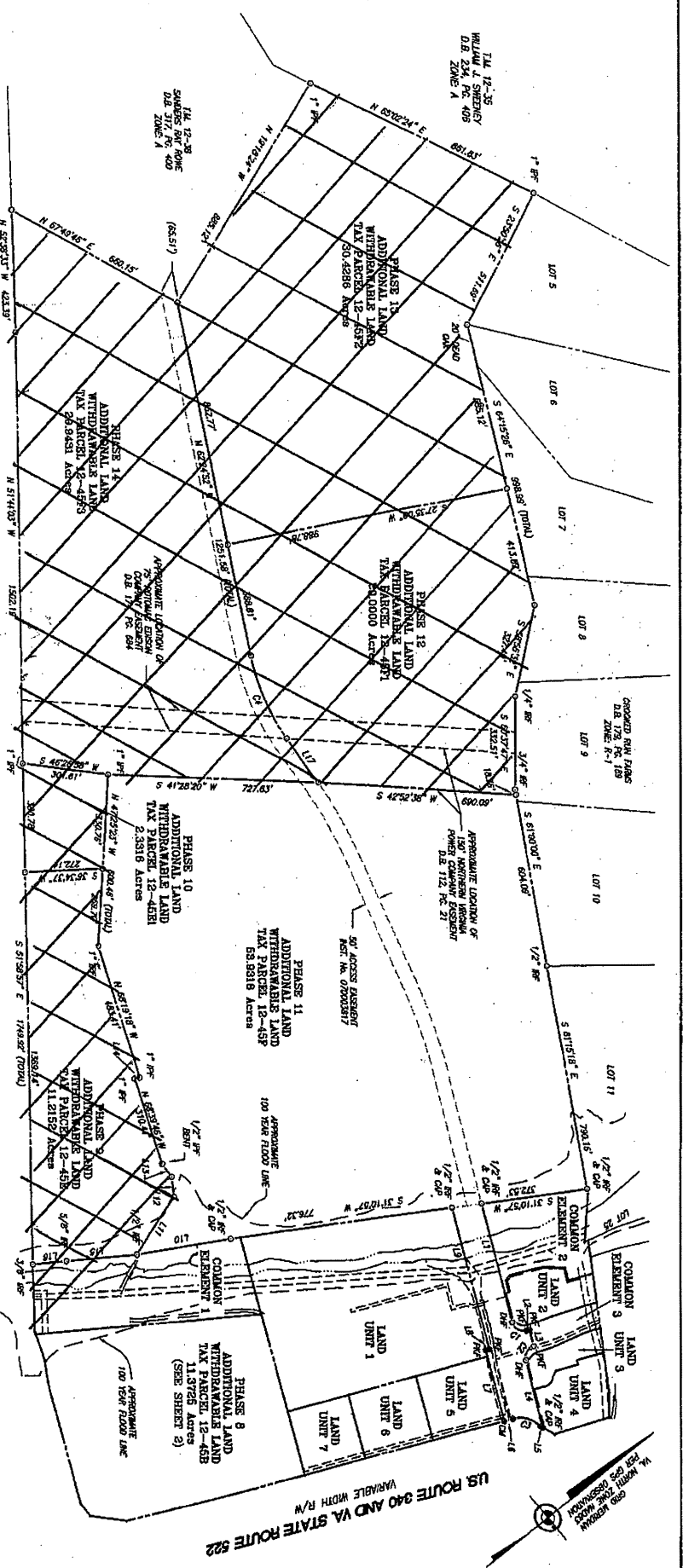
Applicant: CROOKED RUN WEST, LLC

Directions: ROUTE 522 NORTH,
LEFT ON CROOKED RUN BLVD

Taken by: _____

US INTERSTATE ROUTE 66
VARIABLE WIDTH R/W

US ROUTE 340 AND VA STATE ROUTE 522
VARIABLE WIDTH R/W

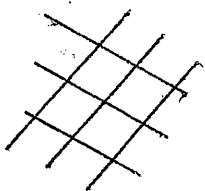


LINE TABLE

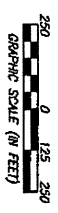
LINE	BEARING	DISTANCE
1	S 89° 42' E	74.53
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100	S 89° 42' E	74.53

CURVE TABLE

CURVE	BEARING	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DETAILED BEARING
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73	S 89° 42' E	74.53	74.53	S 89° 42' E	74.53
74	S 89° 42' E	74.53	74.53	S 89° 42' E	74.53
75	S 89° 42' E	74.53	74.53	S 89° 42' E	74.53
76	S 89° 42' E	74.53	74.53	S 89° 42' E	74.53
77	S 89° 42' E	74.53	74.53	S 89° 42' E	74.53
78	S 89° 42' E	74.53	74.53	S 89° 42' E	74.53
79	S 89° 42' E	74.53	74.53	S 89° 42' E	74.53
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89	S 89° 42' E	74.53	74.53	S 89° 42' E	74.53
90	S 89° 42' E	74.53	74.53	S 89° 42' E	74.53
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97	S 89° 42' E	74.53	74.53	S 89° 42' E	74.53
98	S 89° 42' E	74.53	74.53	S 89° 42' E	74.53
99	S 89° 42' E	74.53	74.53	S 89° 42' E	74.53
100	S 89° 42' E	74.53	74.53	S 89° 42' E	74.53



PARCELS NOT INCLUDED



DATE: 04/17/18

SCALE: 1"=250'

DESIGNED BY: CGB

FILE NO. 4870

SHEET 3 OF 3

EXHIBIT D
CONDOMINIUM PLAN AND PLAN
SHOWING

SUBMITTED LAND, ADDITIONAL LAND, WITHDRAWABLE LAND, LAND UNITS,
PHASES, COMMON ELEMENTS AND EXISTING EASEMENTS OF
COMMONWEALTH OF VIRGINIA
(TAX PARCELS 12-458, 12-459, 12-4581, 12-4591,
12-4591, 12-4591, 12-4591, 12-4591 & 12-4591-3)
NORTH RIVER MAGISTERIAL DISTRICT, WARREN COUNTY, VIRGINIA



DATE

REVISION

GREENWAY ENGINEERING, INC.
151 Windy Hill Lane
Winchester, Virginia 22602
Telephone: (540) 662-4185
Fax: (540) 722-6538
www.greenwayeng.com



Engine Surveyed
and Certified
in 1971

**WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION**

Application Number: _____

Date Received: _____

Fee Amount: \$ _____

Date Paid: _____

> PREVIOUSLY PAID

Applicant Information:

CROOKED RUN WEST, LLC
Applicant Name

7900 WESTRAKE DR, SUITE F-420, McLEAN, VA
Address City State Zip 22102

TM 12 - SAM PARCEL 45F
Property Location for conditional use permit if Different than Applicant's Address

703-244-1972 emurphy@rfsdc.com
Primary Contact Number Email

Property Owner (if same as applicant, leave blank)

Address City State Zip

Primary Contact Number

Respectfully request that a determination be made by the Warren County Planning Commission and Board of Supervisors on the following request for a Conditional Use Permit for the property described below.

A. Property Information:

- (1) Address/Location: CROOKED RUN WEST
(2) Election District: NORTH RIVER
(3) Tax Map Number: 12-45F
(4) Subdivision Name: _____
(5) Total Area of Property (acres): 147.86
(6) Total Area to be Used (acres): 53.93
(7) Total Road Frontage (feet): 80' - ROUTE 522
(8) Depth of Property (feet): 600' - 700'
(9) Present Zoning: COMMERCIAL

B. Proposed Use of Property

- (1) State the proposed use(s) for the Conditional Use Permit: PLANNED RESIDENTIAL DEVELOPMENT
- (2) Current land use and condition of site: COMMERCIAL - VACANT & WOODED
- (3) Zoning of surrounding land/property: COMMERCIAL, AG, RESIDENTIAL
- (4) Will development be staged? ☐ Yes ☒ No
- (5) Construction Time: 3-5 YEARS
- (6) Season, days, and hours of operation: N/A
- (7) Will there be a sign? ☒ Yes ☐ No
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)
PENDING
- (8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) YES, PC - APRIL 2019
- (9) Number of full time employees: N/A
- (10) What type of sewage disposal system will be used? ☐ Private ☐ Central ☒ Public
- (11) Number of persons to be served by the sewage disposal system: 1000 +/-
- (12) Number of parking spaces to be provided: Regular TBD Handicap
- (13) What is the proposed landscaping and buffering for this property? YES, TO RESIDENTIAL & EXISTING COMMERCIAL SHOPPING CENTER

C. Plans Prepared By

Name: DEWBERRY, INC.

Address: 13575 HEATHCOTE, GAINESVILLE, VA

Telephone Number: 703-468-2211

D. Environmental Information

- (1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?) NO

- (2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) _____

CONSTRUCTION & RESIDENTIAL
REMOVAL BY CONTRACTOR & OWNER

- (3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) _____

No

- (4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. _____

NONE

- (5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) _____

No

- (6) What will be the impact on traffic? TRAFFIC IMPROVEMENTS
WILL BE PROFFERED TO MAINTAIN
CURRENT LEVELS

- (7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. _____

TBD

The following documents and/or information are required
to be submitted with the application:

☒ An application fee of \$500.00. — PAID

Make payable to the Treasurer of Warren County. A non-refundable fee of \$500.00 will be required at the time of submittal.

☒ A Statement of Justification

This printed or typed statement is to be addressed to the Warren County Planning Commission. It is to summarize your proposed use and highlight any aspects of the request which are not addressed in the application form. Please note, the statement is required to be on 8 1/2 x 11 size paper.

☒ A Site Plan/Survey.

Your site plan should show the property boundaries, existing or proposed structure(s), adjacent roads, and any other pertinent information which would help outline your proposed use. A recent survey with the proposed uses/structures located on it will serve as a site plan for the purposes of this permit. The Planning Director, Planning Commission and/or the Board of Supervisors reserve the right to ask for an engineered site plan, if they deem it necessary for evaluation of the proposed conditional use permit.

☐ Sewage Disposal and Well Site.

Location of the existing or proposed septic system & drainfield and the well site are to be indicated on the survey or central/public connection location.

☐ A copy of the deed to the property verifying the current ownership.

A copy may be obtained at the Warren County Courthouse, Circuit Clerk's Office.

☐ A statement verifying that real estate taxes have been paid.

This may be obtained from the Treasurer's Office in Suite 800 of the Warren County Government Center.

☒ Environmental and Community Impact Statements

The Planning Director, the Planning Commission, and/or the Board of Supervisors reserve the right to ask for an environmental and/or community impact statements, prepared by a certified engineer or other person qualified to perform such work, if they deem it necessary for evaluation of the proposed request.

☒ List of chemicals stored on the site

A complete list of chemicals to be stored on the site in the form of an oath/statement for Industrial zoned properties only.

☒ Location Map

A map clearly legible, showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties. County staff can assist in obtaining this information.

☐ Directions to your property from the Warren County Government Center.

- NORTH ON ROUTE 522

- LEFT ON CROOKED RUN BLVD

I/we the undersigned, do hereby respectfully agree to comply with any conditions required by the Board of Supervisors of the County of Warren, Virginia, and authorize the County personnel to go upon the property for the purpose of making site inspections. Expenses incurred in securing professional assistance in connection with the review of this application for a Conditional Use Permit, shall be charged to the applicant.

Applicant Signature

Date

Property Owner Signature

Date

Accepted by: _____

Date: _____

PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.

NOTES



Dewberry Engineers Inc.
13575 Heathcote Boulevard, Suite 130
Gainesville, VA 20155

703.468.2211
703.468.2212 fax
www.dewberry.com

March 13, 2019
(Rev. July 25, 2019)
(Rev. August 29, 2019)

CROOKED RUN WEST LLC

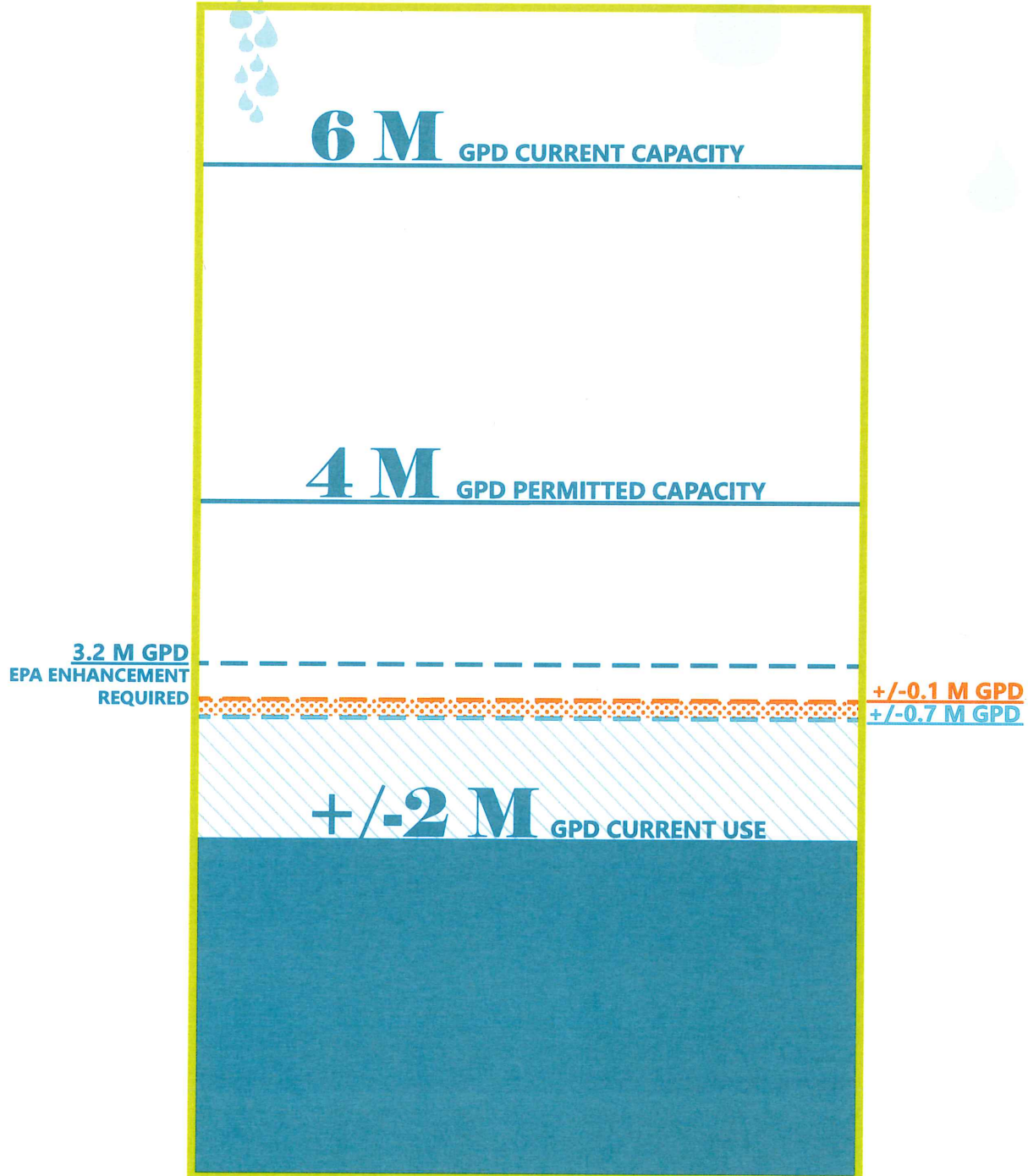
ANTICIPATED WATER AND SEWER DEMANDS

UNIT TYPE	NUMBER OF UNITS	WATER GPD EACH UNIT	GPD WATER	SEWER GPD PER UNIT	GPD SEWER*
-ASSISTED LIVING	150	80 GPD	12,000	100	15,000
-COMMERCIAL	14 ACRES	1,500 GPD/AC	21,000	1800	25,200
-MULTI-FAMILY	600	100/GPD	60,000	125	75,000
TOTAL	750		93,000		115,200

*A 25% increase is added to the water GPD to allow for groundwater infiltration

WATER TREATMENT AVAILABILITY

TOWN OF FRONT ROYAL



LEGEND

FOR VISUAL
PURPOSES ONLY
08-29-19



CURRENT USE



CROOKED RUN WEST
PROJECTED USE



PROJECTED USE BASED
ON APPROVED PROJECTS

11



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

Page 1
Item No. 11

Meeting Date: November 12, 2019

Agenda Item: CLOSED MEETING – EDA Lawsuit

Summary: Council is to go into Closed Meeting for Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in Open Meeting would adversely affect the negotiating or litigating posture of the public body; pursuant to Section 2.2-3711. A. 7. of the Code of Virginia;

Budget/Funding: None

Attachments: None

Meetings: None

Staff Recommendation: Approval ✓ Denial

Motion to Go Into Closed Meeting - I move that Town Council convene and go into Closed Meeting for Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in Open Meeting would adversely affect the negotiating or litigating posture of the public body; pursuant to Section 2.2-3711. A. 7. of the Code of Virginia.

Motion to Certify Closed Meeting at its Conclusion *[At the conclusion of the Closed Meeting, immediately re-convene in open meeting and take a roll call vote on the following:]* I move that Town Council certify that to the best of each member's knowledge, as recognized by each Council member's affirmative vote, that only such public business matters lawfully exempted from Open Meeting requirements under the Virginia Freedom of Information Act as were identified in the motion by which the Closed Meeting was convened were heard, discussed or considered in the Closed Meeting by Council, and that the vote of each individual member of Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.

*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

WORK

SESSION

1



Work Session Agenda Form

DATE: November 12, 2019

Item # 1

AGENDA ITEM: Review of RFP for Executive Search for Town Manager

SUMMARY: Council is requested to review a Request for Proposals (RFP) for an Executive Search for the Town Manager Position.

DRAFT RFP is attached.

BUDGET/FUNDING: N/A

STAFF RECOMMENDATION: Council takes desired action

Work Session



TOWN OF FRONT ROYAL PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL #42-2019

PROPOSAL DOCUMENT

EXECUTIVE SEARCH FOR TOWN MANAGER

LOCATION OF PROPOSAL DELIVERY & OPENING:

TOWN HALL 102 E MAIN STREET

FINANCE DEPARTMENT 1ST FLOOR CONFERENCE ROOM

FRONT ROYAL, VA 22630

PROPOSALS DUE: 2:00 P.M. DECEMBER 4, 2019

Issued by _____
Alisa Scott, PMP, MBA, VCA, VCO
PURCHASING MANAGER

DATE _____

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PART ONE - PURPOSE

The Town of Front Royal invites the submission of sealed proposals from executive search consultants with national experience in recruiting candidates for the position of Town Manager.

The Town is looking for a search firm that is capable of showcasing the community's unique amenities, quality of life, and professional organization to attract a seasoned manager with demonstrated experience and success in leadership and management. The desired Town Manager should be someone that works, leads, and manages in a collaborative manner and can work with Council, staff, and stakeholders to establish a vision, identify strategic goals and execute actions in an efficient fashion. The Town needs a leader with the highest ethical standards and integrity.

This Request for Proposal (RFP) is being issued by the Town of Front Royal with the intent to enter into a Contract for Services. The awarded contract will be for a period of one (1) year, beginning on the date of final signature. The successful proposing firm will have experience in providing such services to government entities and other organizations of similar size and complexity in the region and have the staff capacity and expertise to do so for the Town of Front Royal.

Cooperative Contracting

This solicitation is being conducted in accordance with the provisions of *Virginia Code § 2.2-4304*. This clause is intended to allow the successful Contractor to offer the goods and services requested in this solicitation to other public bodies. Offering to sell goods and services to other jurisdictions is voluntary on the Contractor's part. A public body's participation in the contract is also voluntary. Failure to offer the terms and conditions of the contract to other jurisdictions neither disqualifies a bidder nor adversely affect the award of the contract. The successful Contractor must deal directly with a participating public body concerning placement of orders, issuance of Purchase Orders, contractual disputes, invoices and payments. In no event shall the Town of Front Royal, its officials or staff be responsible for any costs, damages or injury as a result of any Town contract extended to a public body by the successful Contractor. The Town of Front Royal acts only as the "Contracting Agent" for this contract. The Town assumes no responsibility for any notification of the availability of the contract for use by other public bodies. Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of the contract is consistent with their laws, regulations, and other policies. Any participating public body has the option of executing a separate contract with the successful Contractor. Contracts entered into with a participating public body may contain general terms and conditions unique to that public body. If, when preparing such a contract, the general terms and conditions of the participating public body are unacceptable to the successful contractor, the Contractor may withdraw its extension of the contract to that participating public body.

An RFP is used for procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the Offeror offers a solution to the objectives, problems, and needs specified in this RFP, and defines how it intends to meet (or exceed) the RFP requirements.

The Town of Front Royal may cancel this Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*).

INFORMATION

The legislative and policy making body of the Town is the Mayor and the six-member Town Council whose members are elected. The Town Council appoints the Town Manager, who serves as Chief Administrative Officer. It is the Town Manager's responsibility to hire department heads. The Town currently employs approximately 172 full-time equivalent employees.

The Town has contracted with an Interim Town Manager while the search for a permanent Town Manager is underway.

The Town of Front Royal has an estimated population of 14,666, and Warren County has an additional 23,404 residents surrounding Front Royal.

Location

Front Royal is centrally located near the intersection of Interstates 66 and 81, and 70 miles west of Washington DC. The Town is also located at the confluence of the North and South Forks of the Shenandoah River. Front Royal is also just south of the Virginia Inland Port, a truck container to rail port network serving the deep-water ports of Virginia in Norfolk.

Education

Two top-rated universities are located in Warren County: Christendom College and George Mason University's Smithsonian-Mason School of Conservation located at the Smithsonian Conservation Biology Institute.

The Warren County Public School system offers students accredited courses of study in addition to offering students programs at the Blue Ridge Technical Center, the Project Lead the Way Study Programs in engineering and biomedical sciences, and study at the Mountain Vista Governor's School. In addition, Front Royal is home to Randolph Macon Academy, an Air Force affiliated co-ed day and boarding school for students in grades 6 through 12.

STATEMENT OF NEEDS

The Town needs to develop a plan for soliciting potential candidates and presenting finalists to the Town Council by:

Interviewing the Mayor, Town Council, and Department Heads to determine an overall understanding of the Town and how it functionally operates.

Questioning all Town Council Members and the Mayor to develop the general criteria and skill sets for the position of Town Manager.

Questioning all Town Council Members and the Mayor to determine a general vision they have for the future of the Town in order to ensure the finalists have the same general vision.

Designing a robust public participation process for Council approval so that residents and employees can provide their comments and thoughts about attributes they want in the Town Manager.

Meeting with the Town Council as necessary to facilitate the development of an appropriate candidate profile and list of priorities for the new Town Manager.

Developing a position profile, and all recruiting material in conjunction with the Town Council, Interim Town Manager, and other key individuals and sources selected by the Council, that addresses the specific leadership qualities, duties, responsibilities, operational issues, education and training, personal characteristics and traits, and other factors that are relevant to the position.

Conducting all recruiting efforts for the position including targeted mailings, selected advertising, networking, direct inquiries, and use of consultant's knowledge of potential candidates.

Answering questions from candidates and collecting application materials.

Reviewing all application materials received, comparing them to the candidate profile and performing screening interviews as needed.

Working with the Town Council to select 4-6 finalists; prepare a summary report on all finalists; determine and prepare appropriate interview/selection process for Council, staff and the community to conduct in-depth interviews of each finalist; and participate and manage all interviews and community sessions with the assistance of the Interim Town Manager.

Conducting detailed background investigations (including, but not limited to, social media) and verify references and credentials of finalists. Prepare a detailed report on each finalist.

Assisting the Town Council and all stakeholders in the interview and selection process.

Assisting in the negotiation of an employment agreement with the final candidate, as directed by the Town Council and coordinated with the Interim Town Manager and Town Attorney.

Guarantee: The consultant must continue to provide the services above until a Town Manager is appointed, or until the contract is cancelled by the Town. In addition, should the newly appointed Town Manager be terminated for cause or resign within twenty-four (24) months, the consultant must conduct a replacement search at no charge.

Schedule: The Town intends to award a contract before July 1, 2020. The Town is interested in an expedited yet thorough recruitment process, and in completing the search and selection process for the new Town Manager as soon as practical.

PART TWO - PROPOSAL PREPARATION & SUBMISSION INSTRUCTIONS

Proposers are asked to respond and to tab their proposals according to the following items in the sequence presented:

Qualifications. Describe the background, public sector experience, and executive search capabilities of your firm. Please give specific information regarding your qualifications to conduct Town Manager searches for entities similar to the Town of Front Royal. Describe in

what ways have members of your firm developed personal contacts with potential candidates for this position.

Scope of Services. Provide a scope of services and a proposed outline of tasks, products, and recruitment schedule. Major proposed deviations from the desired scope of services outlined in this request for proposal should be clearly noted.

Consulting Staff. Provide the name of the individual responsible for the recruitment including subcontractors, the percentage of the time said individual will allocate to the recruitment, and the specific experience of the individual relative to the recruitment. Describe how many successful searches the consulting staff has conducted within the last two years. Identify how many other executive searches the responsible person currently is involved in.

References. Provide a list of a minimum of five (5) clients who can verify your firm's ability to provide the scope of services requested, include a brief description of the work along with contract award and completion dates for each recruitment. For each reference, include the name(s), telephone number(s) and email address(es) of the client's project manager.

Cost. Provide a cost proposal that includes a lump sum fee and estimate of detailed expenses.

Approach. Provide a general description, based on experience, as to how the firm would approach the process, including methodology and estimated timelines, and how they would involve stakeholders and work together with the Town towards final appointment of the successful candidate. Identify how the firm will ensure that the Town receives prompt and timely attention throughout this process.

Sample Materials. Please provide 3-5 recent samples of recruiting specifications, community/agency profiles, recruitment brochures, invitee letters, announcements, and so forth from your firm.

Required Signature Pages. See Exhibit B.

Submission of Proposals & Questions

Sealed proposals, subject to the specifications and conditions contained hereto, will be received in the Purchasing Department until **2:00 P.M., THURSDAY, DECEMBER 4, 2019.**

Proposals are to be mailed to the Town of Front Royal, ATTN: Alisa Scott, Purchasing Manager, P.O. Box 1560, Front Royal, Virginia 22630. Proposals may also be hand delivered until the scheduled date and time shown above to the Purchasing Department, 102 E. Main Street, Front Royal.

The outermost envelope which a proposal and copies is contained therein must be clearly marked "EXECUTIVE SEARCH". The Town of Front Royal is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the Offeror to ensure this its proposal reaches the Town of Front Royal by the designated date and hour.

Any proposal received after the announced time and date of the submittal deadline will not be considered.

One (1) original and nine (9) copies of your proposal must be received by the Town by December 4, 2019

Proposals shall be submitted the following address:

Town of Front Royal
Attn: Alisa Scott, Purchasing Manager
PO Box 1560
102 E. Main Street
Front Royal VA 22630

If the Town of Front Royal has closed due to inclement weather and/or emergency situations prior to or at the time set aside for receipt of proposals, the published due date will default to the next open business day at the same time.

Deadline changes and any addenda shall be transmitted by e-mail to all registered holders of the Request for Proposal. Request for a copy of the RFP does not commit the holder to submit a proposal.

All costs of proposal preparation and presentation shall be borne by each Offeror. The Town of Front Royal is not liable for any cost incurred by the Offeror prior to issuance of a contract.

Submittal of a proposal indicates acceptance by the proposer of the conditions contained in this request. The Town of Front Royal reserves the right to reject without prejudice any or all responses. The Town of Front Royal reserves the right to waive formalities and negotiate with any proposer. The Town of Front Royal reserves the right to amend the specifications of this Request for Proposals and request new and/or updated proposals at any time prior to award of contract.

The Town shall select the best proposal based upon the evaluation criteria.

Each Offeror is responsible for examining and understanding this RFP prior to submitting a proposal. Offerors assume all risk of errors contained in this procurement process and no contract awarded will be increased to cover costs that should have been anticipated by the Offeror in examining the documents.

The Town of Front Royal reserves the right to request verification, validation or clarification of any information contained in a proposal.

Proposals shall be valid for ninety (90) days following the opening date. No proposal may be withdrawn or changed during this period.

Submitted proposals shall be available to the public for review for a period of sixty (60) days after award of contract.

All communication regarding this RFP shall be directed to the following contact:

Julie Bush – HR Director
Town of Front Royal
102 E. Main Street
P.O. Box 1560
Front Royal, VA 22630
(540) 635 – 3929
jbush@frontroyalva.com

Ms. Bush will provide all respondents with any information required to successfully prepare a response which will meet the Town's needs.

Contact with other Town employees regarding this RFP is prohibited without prior consent. Vendors that directly contact employees risk elimination.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.

The awarding authority for this contract is the Town of Front Royal. It is understood and agreed that the contract generated from this Proposal shall be subject to annual appropriations by the Town of Front Royal Town Council. Should the Council fail to appropriate funds for the contract, the contract will be terminated when funds are exhausted. There shall be no penalty should the Council fail to make annual appropriations for the contract.

The Town of Front Royal reserves the right to accept or reject any and all proposals; to waive informalities; to negotiate with the lowest qualified Offeror in order to stay within available budget funding; and to award the project as deemed in its judgment to be in the best interest of the Town of Front Royal.

All Offerors shall abide by all applicable State and Federal laws.

The Town of Front Royal does not discriminate against small and minority businesses.

The Town of Front Royal reserves the right to accept or reject any and all proposals.

PART THREE EVALUATION AND AWARD CRITERIA

Each proposal will be independently evaluated on the criteria listed below. Points assigned to each category are listed in parentheses:

Consultant Experience/Qualifications (20 points). Experience in providing services similar to those requested and having obtained favorable outcomes (“Favorable outcomes” should be measured in terms of number of Town Managers placed, length of service of Town Managers placed and level of satisfaction with those Town Managers).

Cost (10 points). Total estimated fees and expenses for the services broken down by task. While cost will be a consideration in the award of the contract, the contract will not necessarily be awarded to the firm submitting the lowest cost proposal. The Town’s intent is to award the contract to the firm whose proposal is deemed to offer the best overall value and fit to the needs of the organization.

Dependability (20 points). Ability and commitment to complete the work within the required time frame and proposed cost as evidenced by documentation provided through references.

Sample Materials (10 points). Quality and quantity of recruiting specifications, community/agency profiles, recruitment brochures, invitee letters and announcements provided.

References (20 points). Quality and quantity of client references provided. Evaluation of past recruitments as stated by references in the proposal and of relevance of past experience as reported in this submission.

Quality of Response (20 points). The overall quality of the response, conformance to format, approach, and its responsiveness to this request for proposal.

PART FOUR GENERAL TERMS AND CONDITIONS

ETHICS IN PUBLIC CONTRACTING

By submitting their proposal, all Offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or sub-contractor in connection with their proposal, and that they have not conferred with any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

LICENSES AND PERMITS

The Offeror agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity requested within this RFP; that it will procure all additional licenses, permits, or like permission required by law during the term of the Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of the Contract.

INDEPENDENT CONTRACTOR

The Offeror understands and agrees that the relationship of the Offeror to the Town arising out of the Contract shall be that of Independent Contractor. It is understood that the Offeror, or its staff and employees, are not employees of the Town and are, therefore, not entitled to any benefits. The Offeror shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

PAYMENT

To the Independent Contractor:

a. The Town shall promptly pay for the completed services or delivered goods described in the RFP by the required date. The required payment date shall be either: (1) the date on which payment is due under the terms of the contract, or (2) if a date is not established by the contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within twenty (20) days after the receipt of an invoice for goods or services, the Town shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. If the Town fails to make payment by the required payment date, the Town shall pay any finance charges assessed by the supplier that shall not exceed one percent (1%) per month. Where payment is made by mail, the date of the postmark shall be deemed to be the date the payment is made.

b. Individual Independent Contractors shall provide their Social Security numbers, and proprietorships, partnerships, and corporations shall provide the Town of Front Royal with a Federal Employer Identification number, prior to receiving any payment from the Town.

c. Invoices for items ordered, delivered and accepted shall be submitted by the Independent Contractor directly to this payment address:

Town of Front Royal
Purchasing Department
P.O. Box 1560
Front Royal, VA 22630

All invoices shall show the applicable Purchase Order number.

d. The Independent Contractor shall monthly furnish an invoice to the Town for services rendered that month. All goods or services provided under this contract or Purchase Order, that are to be paid for with public funds, shall be billed by the Independent Contractor at the contract price, regardless of which Town department is being billed.

e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Independent Contractors should put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Town shall promptly notify the Independent Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Independent Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The

provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute. (*Code of Virginia* § 2.2-4363).

To Subcontractors:

a. An Independent Contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the Independent Contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the Independent Contractor's intention to withhold payment and the reason.

b. The Independent Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Independent Contractor that remain unpaid seven (7) days following receipt of payment from the Town, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. An Independent Contractor's obligation to pay an interest charge to a subcontractor cannot be construed to be an obligation of the Town of Front Royal.

REPORTS

The Independent Contractor shall complete, maintain, and submit to the Town all records and reports and lists of services rendered when such services are rendered.

SERVICES RENDERED

The Independent Contractor shall perform all services to be rendered pursuant to the Contract at the location specified above. The Independent Contractor agrees to maintain all facilities and equipment used by Independent Contractor under the Contract in clean, sanitary, and safe condition and free from defects of every kind.

TAXES

The Independent Contractor shall pay all County, Town, State and Federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between the Town of Front Royal and the Independent Contractor, as the taxes shall be solely an obligation of the Independent Contractor and not the Town, and the Town shall be held harmless for same by the Independent Contractor. The Town of Front Royal is exempt from State Sales Tax and Federal Excise Tax. A Tax Exemption Certificate indicating the Town's exempt status will be furnished by the Town of Front Royal upon request.

BUSINESS LICENSE REQUIREMENT

If a business is in the Town of Front Royal, it is unlawful to conduct or engage in that business without obtaining a business license.

COMPLIANCE WITH FEDERAL IMMIGRATION

The Independent Contractor does not and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

COMPLIANCE WITH STATE LAW

The Independent Contractor shall comply with section 2.2-4311.2 of the Code of Virginia pertaining to foreign and domestic businesses authorized to transact business in the Commonwealth.

TERMINATION FOR CAUSE

The Contract may be terminated by the Town upon fifteen (15) days written notice to the Independent Contractor to the address first named above in the event of substantial failure or default of the Independent Contractor to perform in accordance with the terms hereof through no fault of the Town's.

TERMINATION FOR CONVENIENCE

The obligation to provide further services under the Contract may be terminated by the Town for its convenience and not for cause upon fifteen (15) days written notice. The Independent Contractor shall be compensated for work performed through the date of termination and for termination expenses, including any expenses directly attributable to termination and for which the Independent Contractor is not otherwise compensated. Termination expenses shall not, however, include loss profits on services not performed as a result of such termination for convenience.

NOTICE

Any notice which is required to be given, or which may be given under the Contract, shall be sent to those mailing addresses noted in the first paragraph of the Contract.

NON-ASSIGNABILITY

The Independent Contractor understands that the Contract is a contract with the professional services of the Independent Contractor and that it is made by the Town in reliance on the Independent Contractor's personal skills and knowledge in the activity to be conducted and as represented by the Independent Contractor. Accordingly, the Contract is non-assignable by the Independent Contractor without the express written advance permission of the Town.

INSURANCE

The Independent Contractor shall procure and maintain the general liability insurances shown below, with the Town named as Additional Insured, for protection from claims arising out of performance of services caused by negligent, reckless, or willful error, omission or act for which the Independent Contractor is legally liable. The Independent Contractor shall deliver to the Town, upon execution of the Contract, certificates of such insurance. Insurance shall provide for coverage effective through the date of the end of the Project.

Comprehensive General Liability Insurance, *naming the Town as Additional Insured*

Automobile Liability, *naming the Town as Additional Insured*
Worker's Compensation

AMOUNT OF INSURANCE REQUIRED

Comprehensive General Liability Insurance - \$1,000,000 Minimum per Incident
Automobile Liability Insurance - \$1,000,000 bodily injury and \$1,000,000 property damage
Worker's Compensation – As required by the Commonwealth of Virginia

INDEMNIFICATION

The Contractor shall indemnify, keep and hold harmless the Town of Front Royal and its members of Council, officers, directors, agents, employees and volunteers against any and all claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgements, costs and expenses (including reasonable attorney fees) which may otherwise accrue against the Town in consequence of the granting of a contract which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgement shall be rendered against the Town in any such action, the contractor shall, at his or her own expense, satisfy and discharge the same. The contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town as herein provided. The provisions of this section shall survive the completions, terminations or expiration of the contract.

ENTIRE CONTRACT

The Contract constitutes the entire agreement between the parties pertaining to the subject matter of the Contract and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of the Contract shall be effective unless made in writing and signed by both parties.

STANDARD OF CARE

The Independent Contractor shall perform the services as described by the Contract expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided

ENFORCEMENT

The Contract shall be governed by the laws of the State of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of the Contract shall be filed in the courts of Warren County, Virginia.

PART FIVE ATTACHMENTS

Any resulting contract will be based on the Town of Front Royal sample contract – Attachment A. All proposals are to include the Town’s required signature pages – Attachment B.

THIS IS A SAMPLE AGREEMENT THAT WILL BE ENTERED INTO BETWEEN THE TOWN AND THE INDEPENDENT CONTRACTOR. THE AGREEMENT IS PART OF THIS SOLICITATION. THIS AGREEMENT IS SUBJECT TO REVIEW BY THE TOWN ATTORNEY.



ATTACHMENT A SAMPLE CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES is made and entered into this _____ day of _____, 20____, by and between **THE TOWN OF FRONT ROYAL, VIRGINIA**, a Municipal Corporation, whose address is 102 East Main Street, Front Royal, Virginia 22630 (hereinafter referred to as the "Town"), and INDEPENDENT CONTRACTOR., a STATE Corporation, whose street address is INDEPENDENT CONTRACTOR ADDRESS, and whose mailing address is SAME (hereinafter called the "Contractor").

W I T N E S S E T H:

That for and in consideration of the mutual promises contained herein, the Town agrees to purchase, and the Contractor agrees provide the following described services:

EXECUTIVE SEARCH SERVICES

1. Place of Service Performance/Delivery:

FRONT ROYAL, VA 22630

2. Time of Service Delivery: Normal working business hours for this project will be 7:00 A.M. to 5:00 P.M., Monday through Friday, unless otherwise approved by the Town of Front Royal. Work will not be permitted on any Town of Front Royal holidays, which include New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

3. Term of Contract: This Contract shall be in effect beginning with the date of the final signature on the contract and continuing (if not otherwise terminated pursuant to the terms of this agreement) until final approval by the Town of the service performed.

4. Payment:

a. The Town shall promptly pay the sum of SUM for the completed services or delivered goods described in Attachment A "Proposal Response" by the required date. The required payment date shall be either: (1) the date on which payment is due under the terms of the contract, or (2) if a date is not established by the contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within twenty (20) days after the receipt of an invoice for goods or services, the Town shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. If the Town fails to make payment by the required payment date, the Town shall pay any finance charges assessed by the supplier that shall not exceed one percent (1%) per month. Where payment is made by mail, the date of the postmark shall be deemed to be the date the payment is made.

b. Individual Contractors shall provide their Social Security numbers, and proprietorships, partnerships, and corporations shall provide the Town of Front Royal with a Federal Employer Identification number, prior to receiving any payment from the City.

c. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to this payment address:

Town of Front Royal
Accounts Payable
P.O. Box 1560
Front Royal, VA 22630

All invoices shall show the applicable Purchase Order number.

d. The Contractor shall monthly furnish an invoice to the Town for services rendered that month. All goods or services provided under this contract or Purchase Order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which Town department is being billed.

e. **Unreasonable Charges.** Under certain emergency procurements and for mote time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, The Town shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute. (*Code of Virginia § 2.2-4363*).

To Subcontractors:

a. A Contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Town, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the

addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor cannot be construed to be an obligation of the Town of Front Royal.

5. Reports: The Contractor shall complete, maintain, and submit to the Town all records and reports and lists of services rendered when such services are rendered.

6. Services Rendered: The Contractor shall perform all services to be rendered pursuant to this Contract at the location specified above. The Contractor agrees to maintain all facilities and equipment used by the Contractor under this Contract in clean, sanitary, and safe condition and free from defects of every kind.

7. Licenses and Permits: The Contractor agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity provided for in this Contract; that it will procure all additional licenses, permits, or like permission required by law during the term of this Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of this Contract.

8. Independent Contractor: The Contractor understands and agrees that the relationship of the Contractor to the Town arising out of this Contract shall be that of independent contractor. It is understood that the Contractor, or its staff and employees, are not employees of the Town and are, therefore, not entitled to any benefits provided employees of the Town. The Contractor shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

9. Non-Discrimination: During the performance of this agreement the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, natural origin, age, disability, status as a service disabled veteran or any other basis prohibited by state law relating to

discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary for the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an equal opportunity employer.

The Town of Front Royal does not discriminate against faith-based organizations.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each sub-contractor or vendor.

10. Compliance with Federal Immigration Law: The Contractor does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

11. Compliance with State Law: The Contractor shall comply with section 2.2-4311.2 of the Code of Virginia pertaining to foreign and domestic businesses authorized to transact business in the Commonwealth.

12. Drug-Free Workplace: For the purpose of this section, “drug-free workplace” means a site for the performance of work done in connection with this contract awarded to the Contractor in accordance with this procurement transaction. During the performance of this contract, the Contractor agrees to:

- a. Provide a drug-free workplace for the Contractor’s employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale,

distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition

c. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace

d. Include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor,

13. Termination for Cause: This Contract may be terminated by the Town upon fifteen (15) days written notice to the Contractor to the address first named above in the event of substantial failure or default of the Contractor to perform in accordance with the terms hereof through no fault of the Town's.

14. Termination for Convenience: The obligation to provide further services under this Contract may be terminated by the Town for its convenience and not for cause upon fifteen (15) days written notice. The Contractor shall be compensated for work performed through the date of termination and for termination expenses, including any expenses directly attributable to termination and for which the Contractor is not otherwise compensated. Termination expenses shall not, however, include loss profits on services not performed as a result of such termination for convenience.

15. Notice: Any notice which is required to be given, or which may be given under this Contract, shall be sent to those mailing addresses noted in the first paragraph of this Contract.

16. Non-Assignability: Independent contractor understands that this Contract is a contract with the professional services of the Contractor and that it is made by the Town in reliance on the Contractor's personal skills and knowledge in the activity to be conducted and as represented by the Contractor. Accordingly, this Contract is non-

assignable by the Contractor without the express written advance permission of the Town.

17. Insurance: The Contractor shall procure and maintain the general liability insurances shown below, with the Town names as Additional Insured, for protection from claims arising out of performance of services caused by negligent, reckless, or willful error, omission or act for which the Contractor is legally liable. The Contractor shall deliver to the Town, upon execution of this Agreement, certificates of such insurance. Insurance shall provide for coverage effective through the date of the end of the Project.

Comprehensive General Liability Insurance, *naming the Town as Additional Insured*

Automobile Liability, *naming the Town as Additional Insured*

Worker's Compensation

18. Amount of Insurance Required:

Comprehensive General Liability Insurance - \$1,000,000 Minimum per Incident

Automobile Liability Insurance - \$1,000,000 bodily injury and \$1,000,000 property damage

Worker's Compensation - As required by the Commonwealth of Virginia

19. Indemnification: The Independent contractor shall indemnify, keep and hold harmless the Town of Front Royal and its members of Council, officers, directors, employees and volunteers against any and all third party claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgements, costs and expenses (including reasonable attorney fees) which may otherwise accrue against the Town in consequence of the granting of a Contract which may otherwise result therefrom, to the extent it shall be determined that the claim was caused through negligence or error, or omission of the Independent contractor or his or her employees, or that of the Subcontractor or his or her employees, if any; and the Independent

contractor shall, to the extent of its obligation above, pay all reasonable charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgement shall be rendered against the Town in any such action, the Service Provide shall, to the same extent, at its own expense, satisfy and discharge the same. The Independent contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Independent contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town as herein provided. The provisions of this section shall survive the completions, terminations or expiration of the Contract.

20. Entire Contract: This Contract constitutes the entire agreement between the parties pertaining to the subject matter of this Contract and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of this Contract shall be effective unless made in writing and signed by both parties.

21. Force Majeure: The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

22. Antitrust: By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the Town of Front Royal all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the Town of Front Royal under this Contract.

23. Additional Terms and Conditions: The following attachments are made a part of this Contract and are incorporated herein:

- (1) **Attachment "A" - PROPOSAL RESPONSE**
- (2) **Attachment "B" - PROPOSAL PRICING SCHEDULE**

24. Standard of Care: The Contractor shall perform the services herein described expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided.

25. Enforcement: This Contract shall in all aspects be governed by the laws of the Commonwealth of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of this Contract shall be filed in the courts of Warren County, Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

IN WITNESS WHEREOF, the undersigned parties hereto have made and executed this Contract as the day and year first above written.

(SEAL)

TOWN OF FRONT ROYAL, VIRGINIA

Attest: _____

BY: _____

Printed Name: _____

Type Name: _____

Title: _____

Title: _____

Date: _____

(SEAL)

INDEPENDENT CONTRACTOR:

Attest: _____

Printed Name: _____

BY: _____

Title: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Douglas W. Napier, Town Attorney

DATE: _____

ATTACHMENT B REQUIRED SIGNATURE PAGES

PLEASE NOTE: STATE CORPORATION COMMISSION (SCC) REGISTRATION REQUIREMENTS effective July 1, 2010 require that your proposal include the identification number issued by the State Corporation Commission as proof of registration **or** justification for non-registration, per the requirements in Sections 6.31 and 9.21. Please complete this Proof of Authority to Transact Business in Virginia form and submit it with your proposal. Failure to provide this information or providing inaccurate or purged information shall result in your proposal being rejected.

State Corporation Commission Form

Virginia State Corporation Commission (SCC) Registration Information

Pursuant to VPPA §2.2-4311.2, the bidder must include the following

information: ☐ is a corporation or other business entity with the following SCC identification number:

-OR-

- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

-OR-

- ☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Attach opinion of legal counsel to this form.

- ☐ **NOTE:** Check this circle if you have not completed any of the foregoing options but currently have pending before the SCC and application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. (The Town of Front Royal reserves the right to determine in its sole discretion whether to allow such waiver).

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

**REQUIRED SIGNATURE
PAGES NON-COLLUSION
AFFIDAVIT**

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered in to any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

**I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS
AND INFORMATION CONTAINED IN THE FOREGOING BID ARE TRUE AND
CORRECT.**

Dated this ____ day of _____, 2019

(Name of
Organization)

(Title of Person
Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, 2019

Notary Public Signature
My Commission Expires:

(SEAL)

REQUIRED SIGNATURE PAGES

CONFLICT OF INTEREST: The undersigned certifies and warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest, which is defined as a situation in which the nature or work under the contract and the offeror's organizational, financial, contractual or other interest are such that award of the contract may result in the offeror receiving an unfair competitive advantage, or the offeror's objectivity in performing the contract work may be impaired. The offeror agrees that if after being awarded it discovers an organizational conflict of interest with respect to the being awarded, it shall make an immediate and full disclosure in writing to the Town of Front Royal which shall include a description of the action which the offeror has taken or intends to take to eliminate or neutralize the conflict. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS PROPOSAL (I.E. PROJECT MANAGER).

Dated this ____ day of _____, 2019

(Name of
Organization)

(Title of Person
Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, 2019

Notary Public Signature
My Commission Expires:

(SEAL)

REQUIRED SIGNATURE PAGES

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

LEGAL NAME & ADDRESS OF FIRM:

By: _____
Company's Legal Name Authorized Representative - Signature in Ink

Printed Name: _____

Title: _____

Date: _____

Phone: _____

Email: _____

Fax: _____

In compliance with this RFP, and subject to all the conditions thereof, the signatory offers, if this bid is accepted within thirty (30) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The above signature certifies the bidder has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named above.