



TOWN OF FRONT ROYAL, VIRGINIA
TOWN COUNCIL MEETING
Monday, June 10, 2013 @ 7:00 p.m.
Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of the Regular Council Meeting minutes of May 28, 2013.
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
 - a. Report of special committees or Town officials and 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 – Resolution - Representation on the Board of Trustees of AMP
 - B. COUNCIL APPROVAL – Resolution - Hazard Mitigation Plan
 - C. COUNCIL APPROVAL – Consultant for Police Department Site Evaluation
 - D. COUNCIL APPROVAL – Bid – Waterline Upgrade Project

**The nature of a consent agenda is such that discussion of individual items does not occur.*
8. **PUBLIC HEARING** – An Ordinance to Amend Town Code Section 1-22 to Include Online Auctions (*1st Reading*)
9. **COUNCIL APPROVAL** – An Ordinance to Amend Town Code Section 85-3 to Increase Refuse Collection Rates (*2nd Reading*)
10. **COUNCIL APPROVAL** – An Ordinance to Amend Town Code Chapter 134 to Increase Rates and Fees for Water and Sewer Service (*2nd Reading*)
11. **COUNCIL APPROVAL** – Appropriation Ordinance for Fiscal Year Ending June 30, 2014 (*2nd Reading*)
12. **COUNCIL APPROVAL** – Resolution – Contributions to Virginia Retirement System (VRS)
13. **COUNCIL APPROVAL** – Reclassification of Deputy Zoning Administrator Position
14. **COUNCIL APPROVAL** – Catlett Mountain Landfill to Design Drainage and Grading Improvements Costs
15. **COUNCIL APPROVAL** – Budget Amendment and Bid for Upgrades to Guard Hill and Crooked Run Pump Stations
16. **COUNCIL APPOINTMENTS** – Audit and Finance Committee
17. **CLOSED MEETING** – Consultation with Legal Counsel



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

Page 1
Item No. 7(A)

Meeting Date: June 10, 2013

Agenda Item: COUNCIL APPROVAL – Resolution – Representation on the Board of Trustees of American Municipal Power (AMP)

Summary: Council is requested to consider approval of a Resolution that would amend a former Resolution approved by Council November 23, 2009 that authorized the Director of Energy Services to represent the Town of Front Royal as a member of the Board of Trustees of American Municipal Power (AMP). The amendments to the Resolution includes the following changes: 1) Changing the title of the Director of Energy Resource Management to the Director of Energy Services and 2) to designate a different alternative for the Board meetings at AMP

Budget/Funding: None

Attachments: Former Resolution and Amended Resolution

Meetings: Work Session held June 3, 2013

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 Resolution pertaining to representation on the Board of Trustees of American Municipal Power (AMP) that amends a former Resolution approved by Council to change the title of the Director of Energy Resource Management to the Director of Energy Services and to designate a different alternative for the Board meetings at AMP.

*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: JB

**A RESOLUTION AMENDING
RESOLUTION NO. R-1309, ADOPTED NOVEMBER 23, 2009
AUTHORIZING
THE DIRECTOR OF ENERGY RESOURCE MANAGEMENT
TO REPRESENT
THE TOWN OF FRONT ROYAL, VIRGINIA
AS A MEMBER OF THE BOARD OF TRUSTEES OF
AMERICAN MUNICIPAL POWER, INC.**

WHEREAS, the Town of Front Royal, Virginia (the "Municipality") is a member of American Municipal Power, Inc. ("AMP"), a non-profit corporation in the State of Ohio whose members are, and must be political subdivisions of a state, currently the states of Delaware, Kentucky, Michigan, Ohio, Pennsylvania, Virginia and West Virginia that own and operate electric utilities;

WHEREAS, the affairs of AMP are managed by a Board of Trustees (the "Board"), of not less than sixteen (16) voting Members elected by, and from among, the Members, who meet from time to time at AMP's headquarters in Columbus, Ohio;

WHEREAS, the Municipality has been elected as a Trustee of the Board (a "Trustee");

WHEREAS, the Municipality adopted Resolution R-1309 on November 23, 2009 designating the Director of Energy Resource Management to represent it on the Board and to exercise the duties of Trustee of AMP, as well as an alternate; and

WHEREAS, the Municipality desires to amend Resolution R-1309 to designate a different alternate and to update the Director's title.

NOW THEREFORE BE IT RESOLVED, by the Town of Front Royal, Virginia:

SECTION 1: That Section 1 of Resolution R-1309 be amended to read as follows:

That the Director of Energy Services as an incident of his/her official capacity be, and is hereby designated the representative of the Municipality on the Board to act on behalf of Municipality in the discharge of its duties as a Trustee and said Director may appoint an alternate in writing from time to time and such person be and hereby is, designated as the alternate to the Director to serve in his/her stead during such period as he/she may be unable to represent the Municipality.

SECTION 2. That other than as amended herein; Resolution R-1309 is hereby ratified and confirmed.

SECTION 3. This Resolution shall be effective on its passage.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS RESOLUTION was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on _____, 2013 upon the following recorded vote:

Thomas H. Sayre	<u>Yes/No</u>	Bret W. Hrbek	<u>Yes/No</u>
Hollis L. Tharpe	<u>Yes/No</u>	Eugene R. Tewalt	<u>Yes/No</u>
N. Shae Parker	<u>Yes/No</u>	Daryl L. Funk	<u>Yes/No</u>

Approved as to Form and Legality:

Douglas W. Napier, Town Attorney

Dated: _____

RESOLUTION NO. R-1309

**A RESOLUTION AUTHORIZING THE DIRECTOR OF ENERGY RESOURCE MANAGEMENT,
JOSEPH WALTZ,
TO REPRESENT THE TOWN OF FRONT ROYAL
AS A MEMBER OF THE BOARD OF TRUSTEES OF
AMERICAN MUNICIPAL POWER, INC.**

WHEREAS, the Town/ of Front Royal (the "Municipality") is a member of American Municipal Power, Inc. ("AMP"), a non-profit corporation in the State of Ohio whose members are Ohio, Kentucky, Michigan, Pennsylvania, Virginia and West Virginia municipal corporations that own and operate electric utility systems;

WHEREAS, AMP exists for a public purpose, namely to assist the municipally-owned electric systems of the states of Ohio, Kentucky, Michigan, Pennsylvania, Virginia and West Virginia in obtaining and providing safe, reliable and reasonable priced electric power for their citizens and customers;

WHEREAS, the affairs of AMP are managed by a Board of Trustees (the "Board"), with nineteen voting members elected by, and from among, the membership, who meet from time-to-time in Columbus, Ohio at the headquarters of AMP;

WHEREAS, the Municipality has been elected as a Trustee of the Board (a "Trustee"); and

WHEREAS, the Municipality is required to designate formally a person to represent it on the Board and to exercise the duties of Trustee of AMP.

NOW THEREFORE BE IT RESOLVED, by the Town of Front Royal:

SECTION 1: That, effective as of November 24, 2009,

the Director of Energy Resource Management, Joseph Waltz, as an incident of his/her official

capacity be, and is hereby designated the representative of the Municipality on the Board to act on behalf of Municipality in the discharge of its duties as a Trustee and that the General Manager of Blue Ridge Power Agency, Duane Dahlquist, be and hereby is, designated as the alternate to such representative to serve in his/her stead during such period as he/she may be unable to represent the Municipality.

SECTION 2: That the representative of the Municipality so designated be, and hereby is, authorized and empowered, acting for, in the name of and on behalf of the Municipality, and as the Municipality's agent, to exercise all the functions, powers, rights and privileges, and to fulfill the obligations, that the Municipality may have as a Trustee of the Board, including without limitation to attend and take part in meetings of the Board and of committees of the Board, to vote on and otherwise act with respect to all matters that may properly come before the Board or any committee of the Board, and to do or cause to be done all acts, and to take all steps as may in each case be, in the opinion of such representative, necessary or desirable in order to represent the Municipality and exercise its functions, powers, rights and privileges, and to fulfill its obligations, as a Trustee of AMP and to carry out the full intent and purposes of this Resolution and powers of AMP.

SECTION 3: That the representative named in Section 1 shall receive no compensation from AMP for such service but is entitled to have AMP directly pay or to receive reimbursement from AMP for reasonable out-of-pocket expenses associated with his/her service as representative for the Municipality as Trustee.

SECTION 4: This Section shall be effective on its passage.

DATED: November 23, 2009

APPROVED:

Eugene R. Tewalt
Eugene R. Tewalt, Mayor

ATTEST:

Anders E. Berry
Anders E. Berry, Clerk of Council



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

Page 1
Item No. 7(B)

Meeting Date: June 10, 2013

Agenda Item: COUNCIL APPROVAL – Resolution – Hazard Mitigation Plan

Summary: Council is requested to approve the Northern Shenandoah Valley Regional Hazard Mitigation Plan as presented.

Budget/Funding: None

Attachments: Resolution

Meetings: Work Session held March 20 and June 3, 2013

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 Northern Shenandoah Valley Regional Hazard Mitigation Plan 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: JB

RESOLUTION

A RESOLUTION TO ADOPT THE 2012 NORTHERN SHENANDOAH VALLEY REGIONAL HAZARD MITIGATION PLAN

WHEREAS, (X County / X City / X Town) of Virginia, like any jurisdiction, is vulnerable to a variety of natural hazards that can result in loss of life and damages to public and private property; and

WHEREAS, it is the intent of the (X County Board of Supervisors / X City or X Town Council) to protect its citizens and property from the effects of natural hazards to the furthest extent possible; and

WHEREAS, the (X County Board of Supervisors / X City or X Town Council) desires to seek ways to effectively reduce and mitigate the risk of these natural and human-caused hazards through participation with the Northern Shenandoah Valley Regional Commission and adjoining jurisdictions in the development and implementation of a regional hazard mitigation plan; and

WHEREAS, it is also the intent of the Board of Supervisors / Council to fulfill its obligation under Section 322: Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, to remain eligible to receive state and federal assistance in the event of a declared disaster affecting (X County / X City/Town) ; and

WHEREAS, the Federal Emergency Management Agency and the Virginia Department of Emergency Management have reviewed the said plan, inclusive of the (X County / X City / X Town) section prepared with input from appropriate local and state officials, and has approved the plan pending the completion of local adoption procedures;

Now, therefore, be it RESOLVED by the (X County Board of Supervisors / X City or X Town Council) this ____ day of ____ 2013, that the (Board / Council) adopts the 2012 Northern Shenandoah Valley Regional Hazard Mitigation Plan and agrees to take such other official action as may be reasonably necessary to carry out the proposed actions included in the (City/Town/County) section of the Plan, effective this date.

Adopted in _____ County / _____ City / _____ Town, Virginia, this ____ day of ____ 2013.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS RESOLUTION was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on _____, 2013 upon the following recorded vote:

Thomas H. Sayre Yes/No Bret W. Hrbek Yes/No

Hollis L. Tharpe Yes/No Eugene R. Tewalt Yes/No

N. Shae Parker Yes/No Daryl L. Funk Yes/No

Approved as to Form and Legality:

Douglas W. Napier, Town Attorney

Dated: _____



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

Page 1
Item No. 7(C)

Meeting Date: June 10, 2013

Agenda Item: COUNCIL APPROVAL – Consultant for Police Department Site Evaluation

Summary: Council is requested to approve a Contract for Services with BKV Group, Inc to provide consultant services for site evaluation for the Front Royal Police Department in an amount not to exceed \$20,000.00 and authorize the Town Manager to sign the Contract for Services on behalf of the Town of Front Royal.

Budget/Funding: 9130-R47013 (Facility Study) - \$20,000.00

Attachments: Contract for Services, Schedule, Agreement

Meetings: Work Session held May 20, 2013

**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 Contract for Services with BKV Group, Inc to provide consultant services for the Front Royal Police Department site evaluation in an amount not to exceed \$20,000.00. I further move that Council authorize the Town Manager to sign the Contract for Services on behalf of the Town of Front Royal.

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

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

Approved By: SB

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 16 North Royal Avenue, Front Royal, Virginia 22630 (hereinafter referred to as the "Town"), and Boarman Kroos Vogel Group, Inc. (doing business as BKV Group, Inc.) a State of Virginia Corporation, whose street address is 222 North 2nd Street, Minneapolis, MN, 55401, and whose mailing address is 1054 31st Street NW, Canal Square, Suite 204, Washington DC, 20007 (hereinafter called the "Service Provider").

WITNESSETH:

That for and in consideration of the mutual promises contained herein, the Town agrees to purchase and the Service Provider agrees provide the following described services:
Architectural and professional services to evaluate potential locations for the Police Headquarters as detailed in the Town's Request for Qualifications and Service Provider's Proposal.

1. **Place of Service Performance/Delivery:**

16 N. Royal Avenue, Front Royal, VA 22630

2. **Time of Service Delivery:**

Four (4) months upon issuance of Notice to Proceed

3. **Term of Contract:** This Contract shall be in effect for a term beginning with final signature date on contract, and continuing (if not otherwise terminated pursuant to the terms of this agreement) through completion and final inspection approval.

4. **Payment:** The Town shall pay to the Service Provider an amount not to exceed the sum of \$20,000 for the services described in Attachment "A" PROPOSAL. The service Provider shall furnish an invoice to the Town for services rendered upon satisfactory completion of the project. The Town shall forward a check to the Service Provider at the mailing address indicated above within thirty (30) days of the receipt of such invoice.

5. **Reports:** Service Provider 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:** Service Provider shall perform all services to be rendered pursuant to this Contract at the location specified above. Service Provider agrees to maintain all facilities and equipment used by Service Provider under this Contract in clean, sanitary, and safe condition and free from defects of every kind.

7. **Licenses and Permits:** Service Provider 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:** Service Provider understands and agrees that the relationship of service provider to the Town arising out of this Contract shall be that of independent contractor. It is understood that the Service Provider, or its staff and employees, are not employees of the Town and are, therefore, not entitled to any benefits provided employees of the Town. Service Provider 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 Service Provider agrees that Service Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or natural origin except where religion, sex, or natural origin is a bona fide occupational qualification reasonably necessary for the normal operation of the Service Provider. Service Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. Service Provider in all solicitations or advertisements for employees placed by or on behalf of Service Provider will state that Service Provider is an equal opportunity employer. Service Provider will include the provisions of this paragraph in every sub-contract or purchase order of over \$10,000.00 so that the provisions will be binding upon each sub-contractor or vendor. **The Town of Front Royal does not discriminate against faith-based organizations.**

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

10. **Compliance with State Law**

The Contractor represents that it is completely familiar with the provisions of Section 2.2-4311.2 of the Code of Virginia, and that it will comply with such provisions.

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

12. **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. Service Provider 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 Service Provider is not otherwise compensated. Termination expenses shall not, however, include loss profits on services not performed as a result of such termination for convenience.

13. **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.

14. **Non-Assignability:** Service Provider understands that this Contract is a contract with the personal services of Service Provider and that it is made by the Town in reliance on Service Provider's personal skills and knowledge in the activity to be conducted and as represented by Service Provider. Accordingly, this Contract is non-assignable by Service Provider without the express written advance permission of the Town.

15. **Insurance:**
Comprehensive General Liability Insurance, naming the Town as Additional Insured
Automobile Liability, naming the Town as Additional Insured
Worker's Compensation - As required by the Commonwealth of Virginia

16. **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

17. **Indemnification:** Service Provider agrees to defend, indemnify and hold harmless the Town for any and all actions, claims or disputes that may arise as a result of Service Provider's negligence, any sub-contractor's negligence and/or any joint negligence of the Town, Service Provider, or sub-contractor.

18. **Entire Contract:** This Contract constitutes the entire agreement between the parties pertaining to the subject matter of this Contract and supercedes 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.

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

(1) ATTACHMENT "A" - February 11, 2013 Scope of Services for Request for Qualifications.

(2) ATTACHMENT "B" - May 24, 2013 BKV Proposal

20. **Standard of Care:** Service Provider 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.

21. **Enforcement:** This 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 this Contract shall be filed in the courts of Warren County, Virginia.

IN WITNESSES 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: _____

Type Name: _____

Type Name: Steven M. Burke

Title: _____

Title: Town Manager

Date: _____

(SEAL)

SERVICE PROVIDER:

Attest: _____

[Boarman Kroos Vogel Group, Inc.]

Type Name: _____

BY: _____

Title: _____

Type Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

DOUGLAS W. NAPIER, TOWN ATTORNEY

DATE: _____

AIA[®] Document B105[™] – 2007

Standard Form of Agreement Between Owner and Architect for a Commercial Project

Small

AGREEMENT made as of the Twenty-Fourth day of May in the year Two Thousand Thirteen.

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Town of Front Royal
Front Royal, Virginia

and the Architect:

(Name, legal status, address and other information)

BKV Group, Inc.
222 North 2nd Street
Minneapolis, MN 55401

for the following Project:

(Name, location and detailed description)

The Architect shall provide services as required in the RFP dated February 11, 2013 and as proposed by the BKV response dated March 27, 2013. The specific workscope as defined in Attachment A is proposed to for the study. The proposed schedule for the project study is defined in Attachment B.

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

The Owner and Architect agree as follows.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

As defined in Attachment A.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

A fixed fee of twenty thousand dollars (\$20,000).

The Owner shall pay the Architect an initial payment of zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

~~The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus — percent (—%).~~

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest from the date payment is due at the rate of five percent (5 %) per annum, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide services not included in Article 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; and services not completed within four (4) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Town of Front Royal

(Printed name and title)

ARCHITECT

(Signature)

Jack Boardman, CEO

BKV Group, Inc.

(Printed name and title)

Attachment B May 24, 2013

Town of Front Royal Police Facility Site Location Study BKV Workscope and Schedule

ID	Task Name	Duration	Start	Finish	
1	A. Workshop #1 - Project Kick-off Meeting	2 days	Mon 6/17/13	Tue 6/18/13	
2	1. Project Vision Discussion	2 days	Mon 6/17/13	Tue 6/18/13	
3	2. Facility Program Review	2 days	Mon 6/17/13	Tue 6/18/13	
4	3. Study Process Review	2 days	Mon 6/17/13	Tue 6/18/13	
5	4. Site Analysis Criteria Review	2 days	Mon 6/17/13	Tue 6/18/13	
6	5. Schedule	2 days	Mon 6/17/13	Tue 6/18/13	
7					
8	B. Selected Sites for Study	11 days	Wed 6/19/13	Wed 7/3/13	
9	1. Tour Sites 8-10	6 days	Wed 6/19/13	Wed 6/26/13	
10	2. Collect Site Documentation	6 days	Wed 6/19/13	Wed 6/26/13	
11	3. Police and Town Staff Meetings	1 day	Wed 7/3/13	Wed 7/3/13	
12					
13	C. Preliminary Site Review	15 days	Wed 6/26/13	Tue 7/16/13	
14	1. Initial Site Size/Plan	15 days	Wed 6/26/13	Tue 7/16/13	
15	2. Site Improvement Narrative	15 days	Wed 6/26/13	Tue 7/16/13	
16	3. Site and Building Cost Narrative	15 days	Wed 6/26/13	Tue 7/16/13	
17	4. Numerical Ranking of Sites	15 days	Wed 6/26/13	Tue 7/16/13	
18	5. Police and Town Staff Meeting	1 day	Tue 7/16/13	Tue 7/16/13	
19					
20	D. Final Site Review and Analysis 3-5 Sites	16 days	Tue 7/16/13	Tue 8/6/13	
21	1. Site Plan or Building Reuse Plan	16 days	Tue 7/16/13	Tue 8/6/13	
22	2. Site Improvement/Utility Plan	16 days	Tue 7/16/13	Tue 8/6/13	
23	3. Site and Building Cost Estimates	16 days	Tue 7/16/13	Tue 8/6/13	
24	4. Numerical Ranking of Sites	16 days	Tue 7/16/13	Tue 8/6/13	
25	5. Police and Town Staff Meeting	1 day	Tue 8/6/13	Tue 8/6/13	
26					
27	E. Workshop #2 - Site Study Review Meeting	1 day	Tue 8/13/13	Tue 8/13/13	
28	1. Review Site Study Findings	1 day	Tue 8/13/13	Tue 8/13/13	
29	2. Discuss Study Adjustments	1 day	Tue 8/13/13	Tue 8/13/13	
30					
31	F. Final Site Study Report	6 days	Tue 8/13/13	Tue 8/20/13	
32	1. Prepare Study	6 days	Tue 8/13/13	Tue 8/20/13	
33	2. Police and Town Staff Review Meeting	6 days	Tue 8/13/13	Tue 8/20/13	
34					
35	G. Town Council Presentation	1 day	Tue 8/27/13	Tue 8/27/13	

Task

Progress

Milestone

Summary

Rolled Up Task

Rolled Up Milestone

Rolled Up Progress

Split

External Tasks

Project Summary

Group By Summary



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

Page 1
Item No. 7(D)

Meeting Date: June 10, 2013

Agenda Item: COUNCIL APPROVAL – Bid – Waterline Upgrade Project

Summary: Council has received a request from the Purchasing Agent, seeking approval of a bid from Bushong Contracting for a waterline upgrade project in the area of W. 16th Street, Jefferson Avenue and Hillcrest in an amount not to exceed \$222,912.00.00

Budget/Funding: DES FY13 budget line item 9602-47513 "Waterline Upgrade"

Attachments: Memorandum and Quotation Tabulation from Purchasing Agent

Meetings: None

Staff Recommendation: Approval ✓ Denial

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

Proposed Motion: I move that Council approve a bid from Bushong Contracting for a waterline upgrade project in the area of W. 16th Street, Jefferson Avenue and Hillcrest in an amount not to exceed \$222,912.00.00

*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: JB



MEMORANDUM

Date: June 4, 2013
To: Tina Presley, Senior Administrative Assistant
Jennifer Berry, Clerk of Council
From: Cindy Hartman, Purchasing Agent
RE: Agenda

On Wednesday, May 29, 2013, I opened bids for a waterline upgrade project in the area of W. 16th Street, Jefferson Avenue, and Hillcrest. I received five responses (see attached tabulation). Due to the dollar amount of this award, I will need Council approval before continuing. Please add this to the June 10 agenda for their action.

Staff recommends the award for the W. 16th Street, Jefferson Avenue, Hillcrest waterline project be made to Bushong Contracting in the amount of \$222,912.00.

Funding is available in the DES FY13 budget line item 9602-47513 "Waterline Upgrade".

Vendor Quotation

	BUSHONG CONTRACTING	W-L CONSTRUCTION	G.B. FOLTZ CONTRACTING	GENERAL EXCAVATION	JUDY EXCAVATING
QUANTITY	QUOTATION	QUOTATION	QUOTATION	QUOTATION	QUOTATION
MOBILIZATION	\$9,508.00	\$8,462.00	\$3,868.00	\$13,000.00	\$25,000.00
TRAFFIC MAINTENANCE	\$1,950.00	\$2,100.00	\$20,660.00	\$5,200.00	\$3,000.00
EROSION CONTROL	\$500.00	\$1,500.00	\$1,327.45	\$6,700.00	\$3,000.00
10 C.Y. - ROCK	\$800.00	\$1,600.00	\$240.00	\$2,600.00	\$2,000.00
900 L.F. - 6" DI WATERMAIN	\$59,400.00	\$54,000.00	\$56,956.58	\$95,400.00	\$87,525.00
234 L.F. - 6" DI WATERMAIN	\$15,444.00	\$13,806.00	\$17,600.73	\$30,724.20	\$23,385.96
722 L.F. - 6" DI WATERMAIN	\$47,652.00	\$40,432.00	\$47,321.11	\$81,802.60	\$70,142.30
17 EA. - 3/4" WATER TRANSFERS	\$16,830.00	\$42,500.00	\$34,714.04	\$25,160.00	\$11,509.00
2 EACH - 3/4" WATER TRANSFERS	\$1,980.00	\$6,000.00	\$4,861.61	\$3,570.00	\$1,400.00
2 EA. - 3/4" WATER TRANSFERS	\$1,980.00	\$6,000.00	\$4,861.61	\$3,570.00	\$1,400.00
4 EA. - 6" GATE VALVE W/6" CROSS	\$9,000.00	\$10,400.00	\$7,144.90	\$5,400.00	\$4,600.00
3 EA. - 6" GATE VALVE AT TEE	\$4,500.00	\$12,000.00	\$4,331.84	\$4,395.00	\$3,654.00
1 EA. - FIRE HYDRANT	\$3,500.00	\$3,600.00	\$4,546.75	\$3,538.20	\$3,410.00
1 EA. - FIRE HYDRANT W/6" VALVE	\$6,200.00	\$4,800.00	\$4,654.46	\$4,800.00	\$4,941.00
1 EA. - TIE BACK INTO W. 15TH ST	\$15,750.00	\$18,000.00	\$17,007.78	\$20,600.00	\$12,354.00
1 EA. - 6" MJ TEE W/6" GATE VALVE	\$7,500.00	\$8,000.00	\$7,013.02	\$9,825.00	\$5,300.00
2 EA. - FIRE HYDRANT	\$7,000.00	\$8,000.00	\$7,946.95	\$8,340.00	\$8,420.00
3 EA. - GATE VALVE W/HYDRANT	\$9,018.00	\$7,800.00	\$6,604.46	\$3,765.00	\$3,300.00
HYDRANT EXTENSIONS	\$2,400.00	\$2,800.00	\$721.55	\$850.00	\$600.00
AS-BUILT DRAWINGS	\$2,000.00	\$2,200.00	\$3,630.00	\$3,150.00	\$3,000.00
TOTAL QUOTATION	\$222,912.00	\$254,000.00	\$256,012.84	\$332,390.00	\$277,941.26

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

Witness


PURCHASING AGENT



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

Page 1
Item No. 8

Meeting Date: June 10, 2013

Agenda Item: PUBLIC HEARING – An Ordinance to Amend Town Code Section 1-22 to include Online Auctions (*1st Reading*)

Summary: Council is requested to affirm on its first reading an Ordinance to amend Town Code Section 1-22 to include Online Auctions. If approved on second reading the procedures for the disposition of the Town's surplus materials and equipment will be sold at public auction, as well as online public auction, as presented.

Budget/Funding: None

Attachments: Ordinance

Meetings: Work Session held April 29, 2013.

Staff

Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council affirm on its first reading an Ordinance to amend Town Code Section 1-22 to include Online Auctions, as presented.

ROLL CALL VOTE REQUIRED

*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: JB

**AN ORDINANCE TO AMEND FRONT ROYAL TOWN CODE SECTION 1-22(B) TO
INCLUDE ONLINE AUCTION**

WHEREAS, the Town of Front Royal establishes procedures for the disposition of surplus materials and equipment which have been deemed to be obsolete or surplus; and,

WHEREAS, the Town Staff suggests the addition of online public auction to the procedures of surplus materials and equipment; and,

NOW THEREFORE, BE IT ENACTED by the Town Council of the Town of Front Royal, Virginia that Sections 1-22 of the Front Royal Town Code is hereby amended as follows:

1-22 SALE OF TOWN PROPERTY

A. No Change

B. No personal property owned by the Town shall be sold unless the following requirements have been complied with:

1. The Town Manager, or his designated agent, shall cause to be published in a newspaper having general circulation in the Town, an advertisement arranging the sale including the date, time and place of the sale.

2. The sale shall be held by public auction **and/or online public auction** to the highest bidder, and such shall be conducted at the place, date and time such property is advertised for sale.

C. No Change

This ordinance shall become effective upon passage.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____, 2013, upon the following recorded vote:

Thomas H. Sayre Yes/No

Bret W. Hrbek Yes/No

Hollis L. Tharpe Yes/No

Eugene R. Tewalt Yes/No

N. Shae Parker Yes/No

Daryl L. Funk Yes/No

A public hearing on the above was held on _____, 2013 having been advertised in the Northern Virginia Daily on _____, 2013 and _____, 2013. The Ordinance was enacted at the Regular Meeting of the Town Council held _____, 2013.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____



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

Page 1
Item No. 9

Meeting Date: June 10, 2013

Agenda Item: COUNCIL APPROVAL – An Ordinance to Amend Town Code Section 85-3 to Increase Refuse Collection Rates (*2nd Reading*)

Summary: Council is requested to adopt on its second and final reading an ordinance to amend Town Code Section 85-3 pertaining to the increase of refuse collection rates effective July 1, 2013. If approved the following will rates will go into effect:

32-gallon container - \$11.00 to \$12.00 a month
96-gallon container - \$12.00 to \$13.75 a month
Once week pickup on 8-cubic yard container - \$217.00 to \$227.00 a month
Twice week pickup on 8-cubic yard container - \$267.00 to \$277.00 a month

Budget/Funding: None

Attachments: Ordinance

Meetings: Work Session held April 29, 2013. Public Hearing held May 28, 2013

Staff Recommendation: Approval ☒ Denial ☐

Proposed Motion: I move that Council adopt on its second and final reading an ordinance to amend Town Code Section 85-3 to increase refuse collection rates effective July 1, 2013, as presented.

ROLL CALL VOTE REQUIRED

*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: JB

**AN ORDINANCE TO AMEND AND RE-ENACT FRONT ROYAL TOWN CODE
SECTION 85-3(A) PERTAINING TO REFUSE COLLECTION CHARGES OF
GARBAGE, RUBBISH, REFUSE AND SOLID WASTE**

WHEREAS, the Town Charter and the Code of Virginia at Section 15.2-928, expressly authorizes the Town to regulate the collection of garbage and refuse, and to charge for the collection of these materials; and,

WHEREAS, the Town of Front Royal has realized reduced revenue for collections due to customers leaving dwellings; and,

WHEREAS, the Town of Front Royal has reduced expenses to operate the Solid Waste Management Enterprise to the minimum necessary to continue servicing the Town's customers; and,

NOW THEREFORE, BE IT ENACTED by the Town Council of the Town of Front Royal, Virginia, that Section 85-3(A) of the Front Royal Town Code is hereby amended and re-enacted as follows:

85-3 COLLECTION CHARGES

A. The owner or occupant of each residential unit, office, retail and wholesale business, church, public building, and any other building or unit, provided such structure is connected to the Town's water and sewer system, whether using or not, shall pay a charge to the Town for its collection of solid waste. The owners or occupants of such structures which are not so connected to the water and sewer system may request and pay for refuse collection services from the Town. The collection charge shall be two hundred ~~sixty-seven~~ seventy-seven and 00/100 dollars ~~(\$277.00)~~ ~~(\$267.00)~~ per month for every customer who requires twice weekly pickup service on an eight (8) cubic yard container; and two hundred twenty-seven ~~seventeen~~ and 00/100 dollars ~~(\$227.00)~~ ~~(\$217.00)~~ per month for every customer who requires once weekly pickup service on an eight (8) cubic yard container; thirteen and 75/100 dollars ~~twelve and 00/100 dollars~~ ~~(\$13.75)~~ ~~(\$12.00)~~ per month for each ninety-six (96) gallon container per customer each week; and twelve ~~eleven~~ and 00/100 (\$12.00) ~~(\$11.00)~~ dollars per month for each thirty-two (32) gallon container per customer each week.

This ordinance shall become effective July 1, 2013.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____ 2013, upon the following recorded vote:

Thomas H. Sayre Yes/No

Bret W. Hrbek Yes/No

Hollis L. Tharpe Yes/No

Eugene R. Tewalt Yes/No

N. Shae Parker Yes/No

Daryl L. Funk Yes/No

A public hearing on the above was held on _____, 2013 having been advertised in the Northern Virginia Daily on _____, 2013 and _____, 2013.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____



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

Page 1
Item No. 10

Meeting Date: June 10, 2013

Agenda Item: COUNCIL APPROVAL – An Ordinance to Amend Town Code Chapter 134 to Increase Rates and Fees for Water and Sewer Service (*2nd Reading*)

Summary: Council is requested to adopt on its second and final reading an Ordinance to amend Town Code Chapter 134 to increase rates and fees for water and sewer service effective July 1, 2013, as presented

Budget/Funding: None

Attachments: Ordinance

Meetings: Work Session held April 29, 2013. Public Hearing held May 28, 2013

Staff Recommendation: Approval ☒ Denial ☐

Proposed Motion: I move that Council adopt on its second and final reading an Ordinance to amend Town Code Chapter 134 to increase rates for water and sewer service effective July 1, 2013, as presented.

ROLL CALL VOTE REQUIRED

*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: SB

AN ORDINANCE TO AMEND AND RE-ENACT FRONT ROYAL TOWN CODE SECTIONS 134-22(A), 134-22.1 (A)(B), 134-22.4(A), 134-30(A)(B), 134-31.1(A)(B), AND 134-31.2(A) SO THAT RATES, LARGE METER FEES AND CONNECTIONS FEES FOR BOTH SANITARY SEWER SERVICE AND WATER SERVICE ARE INCREASED

WHEREAS, the Town of Front Royal is mandated to upgrade the Town of Front Royal's water treatment process to further reduce disinfection by-product issues within the water system; and,

WHEREAS, the Town of Front Royal is mandated to upgrade the Town of Front Royal's wastewater treatment process to reduce nutrient loading discharged to the Chesapeake Bay; and,

WHEREAS, the Town of Front Royal has realized reduced revenue due to reduced user consumption for water and sewer; and,

NOW THEREFORE, BE IT ENACTED by the Town Council of the Town of Front Royal, Virginia that Sections 134-22, 134-22.1, 134-22.4, 134-30, 134-31.1 and 134-31.2 of the Front Royal Town Code is hereby amended and re-enacted as follows:

134-22 CONNECTION FEES

A. The connection charge for sewer service, independent of and in addition to installation costs, will be based on the size of the water meter for water entering the premises from which a sewer connection exits, according to the following:

1. Sewer tap served by three-fourths-inch water meter: nine thousand seven hundred fifty dollars (\$9,750.00) each.
2. Sewer tap served by one-inch water meter: twenty-one thousand nine hundred thirty-eight dollars (\$21,938.00)-each.
3. Sewer tap served by one and one-half-inch water meter: ~~fifty~~ forty-two thousand ~~seven~~ two hundred ~~fifty~~ dollars **(\$50,700.00)** (\$42,250.00) each.
4. Sewer tap served by two-inch water meter: ~~seventy-nine~~ sixty-six thousand ~~nine~~ six hundred ~~fifty~~ twenty-five dollars **(\$79,950.00)** (\$66,625.00) each.
5. Sewer tap served by three-inch water meter: one hundred ~~fifty-seven~~ thirty-one thousand ~~nine~~ six hundred ~~fifty~~ twenty-five dollars **(\$157,950.00)** (\$131,625.00) each.
6. Sewer tap served by four-inch water meter: two hundred ~~forty-five~~ four thousand seven hundred ~~fifty~~ dollars **(\$245,700.00)** (\$204,750.00) each.
7. Sewer tap served by six-inch water meter: four hundred ~~eighty-nine~~ seven thousand ~~four~~ eight hundred ~~fifty~~ seventy-five dollars **(\$489,450.00)** (\$407,875.00) each.
8. Sewer tap served by eight-inch water meter: ~~seven~~ six hundred ~~eighty-one~~ fifty-one thousand ~~nine~~ six hundred ~~fifty~~ twenty-five dollars **(\$781,950.00)** (\$651,625.00) each.

9. Sewer tap served by ten-inch water meter: one million ~~one~~ four hundred ~~twenty-three~~ sixty-four ~~thirty-six~~ thousand two hundred dollars (\$1,123,200.00) (~~\$936,000.00~~) each.

10. Sewer tap served by twelve-inch water meter: one million ~~four~~ six hundred ~~sixty-four~~ eighty-two thousand four ~~three~~ hundred fifty ~~seventy-five~~ dollars (\$1,464,450.00) (~~\$1,220,375.00~~) each:

B. No Change

C. No Change

D. No Change

E. The charges for apartments, condominium units and trailers will be two ~~one~~ thousand three ~~nine~~ hundred four ~~twenty~~ dollars (\$2,304.00) (~~\$1,920~~) for sewer service for each unit after the first unit.

F. No Change

G. Commercial and industrial buildings; hotels, motels, inns and other lodging facilities; dormitories; and nursing care facilities with central dining areas will be charged according to the standard fee schedule charges for each sewer tap made, with an additional charge of three hundred seventy-five ~~thirteen~~ dollars (\$375.00) (~~\$313~~) for each water closet.

Single-family and two-family residential dwellings will be charged according to the standard fee schedule charges for each sewer tap made, with additional charge of four hundred eighty-two ~~two~~ dollars (\$482.00) (~~\$402~~) for each dwelling unit.

H. No change

I. No change

J. No change

134-22.1 SANITARY SEWER SERVICE RATES

The monthly base rates for sanitary sewer service usage shall be as follows:

A. Base rate, up to three thousand (3,000) gallons per month: fifteen ~~thirteen~~ dollars and seventy-two ~~ten~~ cents (\$15.72) (~~\$13.10~~).

B. All sanitary sewer service usage exceeding three thousand (3,000) gallons per month: thirteen ~~eleven~~ dollars and fifty-three ~~twenty-seven~~ cents (\$13.53) (~~\$11.27~~) per month, for each one thousand (1,000) gallons thereafter.

C. No change

134-22.2 – No Change

134-22.3 – No Change

134-22.4 SEWER SERVICE RATES-COMMERCIAL AND INDUSTRIAL LAUNDRIES

A. In-Town Laundries: The monthly rates for sewer service usage by licensed commercial or industrial laundries located within the corporate limits of the Town of Front Royal shall be as follows:

1. All sanitary sewer service usage for the first one hundred thousand (100,000) gallons: ~~fourteen~~ twelve dollars and ~~fifty-one~~ nine cents **(\$14.51)** ~~(\$12.09)~~ per one thousand (1,000) gallons.
2. All sanitary sewer usage from one hundred thousand one (100,001) gallons to five hundred thousand (500,000) gallons: ~~thirteen~~ ten dollars and ~~nineteen~~ ninety-nine cents **(\$13.19)** ~~(\$10.99)~~ per one thousand (1,000) gallons.
3. All sanitary sewer service usage above five hundred thousand (500,000) gallons: ~~twelve~~ ten dollars and ~~fifty-three~~ forty-four cents **(\$12.53)** ~~(\$10.44)~~ per thousand (1,000) gallons.

B. No change

134-22.5 through 134.29 – No Change

PROVISIONS APLICABLE PARTICULARY TO WATER

134-30 CONNECTION CHARGE ESTABLISHED

A. Connection charge for water service, independent of and in addition to installation costs, will be based on meter size and service line size. The larger size will dictate the fee in conjunction with the following schedule:

1. Three-fourths-inch water tap: four thousand three hundred forty dollars (\$4,340.00) each.
2. One-inch water tap: eight thousand eight hundred sixteen dollars (\$8,816.00) each.
3. One and one-half-inch water tap: ~~twenty~~ sixteen thousand ~~one~~ two hundred ~~seventy-five~~ dollars **(\$20,100.00)** ~~(\$16,275.00)~~ each.
4. Two-inch water tap: ~~thirty-one~~ twenty-five thousand ~~one~~ two hundred ~~fifty-four~~ twenty-six dollars **(\$31,154.00)** ~~(\$25,226.00)~~ each.
5. Three-inch water tap: ~~sixty~~ forty-nine thousand ~~six hundred thirty-four~~ ninety-six dollars **(\$60,634.00)** ~~(\$49,096.00)~~ each.

6. Four-inch water tap: ninety-three seventy-five thousand seven nine hundred ninety-eight fifty dollars (\$93,798.00) (\$75,950.00) each.

7. Six-inch water tap: one hundred eighty-five fifty thousand nine five-hundred twenty-two forty-four dollars (\$185,922.00) (\$150,544.00) each.

8. Eight-inch water tap: two hundred ninety-six forty thousand four hundred sixty-nine fifty-six dollars (\$296,469.00) (\$240,056.00) each.

9. Ten-inch water tap: four three hundred twenty-five forty-four thousand four hundred forty-two eight-eight dollars (\$425,442.00) (\$344,488.00) each.

10. Twelve-Inch water tap: five four hundred fifty-four forty-eight thousand four nine hundred fifteen nineteen-dollars (\$554,415.00) (\$448,919.00) each.

B. The connection charge for water service exclusively used for fire-suppression systems will be based on the line size, according to the following fee schedule:

1. Three-inch line or smaller: two one thousand one seven hundred twenty-four dollars (\$2,124.00) (\$1,720.00), plus thirty-seven dollars and twenty-five sixteen cents (\$37.25) (\$30.16) per month.

2. Four-inch line: four three thousand two four hundred forty-eight thirty-nine dollars (\$4,248.00) (\$3,439.00), plus seventy-four sixty dollars and forty-eight thirty cents (\$74.48) (\$60.30) per month.

3. Six-inch line: eight six thousand four eight hundred ninety-five seventy-nine-dollars (\$8,495.00) (\$6,879.00), plus one hundred fifty-one twenty-two dollars and sixty-three seventy-eight cents (\$151.63) (\$122.78) per month.

4. Eight-inch line: twelve ten thousand seven three hundred forty-three eighteen dollars (\$12,743.00) (\$10,318.00), plus two one-hundred twenty-six eighty-three dollars and eleven eight cents (\$226.11) (\$183.08) per month.

5. Ten-inch line: sixteen thirteen thousand nine seven hundred ninety-one fifty-eight dollars (\$16,991.00) (\$13,758.00), plus three two hundred forty-three-dollars and sixty forty cents (\$300.60) (\$243.40) per month.

6. Twelve-inch line: twenty-one seventeen thousand two one hundred forty ninety-eight dollars (\$21,240.00) (\$17,198.00), plus three hundred seventy-five three dollars and ten seventy-two cents (\$375.10) (\$303.72) per month.

C. No change

D. No change

E. No change

F. The charges for apartments, condominium units and trailers will be ~~two one-thousand three~~ nine hundred ~~seventy-one~~ seventy-one twenty dollars ~~(\$2,371.00)~~ (\$1,920) for water service for each unit after the first unit.

G. No change

H. Commercial and industrial buildings; hotels, motels, inns and other lodging facilities; dormitories; and nursing-care facilities with central dining areas will be charged according to the standard fee schedule charges for each water tap made, with an additional charge of three hundred ~~eighty-seven~~ thirteen dollars ~~(\$387.00)~~ (\$313.00) for each water closet.

Single-family and two-family residential dwellings will be charged according to the standard fee schedule charges for each water tap made, with an additional charge of four hundred ~~ninety-six~~ two dollars ~~(\$496.00)~~ (\$402.00) for each dwelling unit.

I. There will be an additional monthly charge for each water meter exceeding one (1) inch in size according to the following fee schedule:

1. One-and-one-fourth inch meter: ~~sixteen~~ thirteen dollars and ~~twenty-nine~~ nineteen-cents ~~(\$16.29)~~ (\$13.19) per month.

2. One-and-one-half inch meter: ~~twenty-one~~ seventeen dollars and ~~eighty-five~~ seventy cents ~~(\$21.85)~~ (\$17.70) per month.

3. Two-inch meter: ~~fifty-one~~ forty-two dollars and ~~ninety-four~~ five cents ~~(\$51.94)~~ (\$42.05) per month.

4. Three-inch meter: two hundred ~~seventy-two~~ twenty dollars and ~~forty-six~~ sixty-one cents ~~(\$272.46)~~ (\$220.61) per month.

5. Four-inch meter: ~~three-two~~ hundred ~~fifty-nine~~ eighty-six dollars and ~~twenty~~ eighty-cents ~~(\$354.20)~~ (\$286.80) per month.

6. Six-inch meter: ~~five~~ four hundred forty ~~four~~ one dollars and ~~ninety-one~~ twenty-three cents ~~(\$544.91)~~ (\$441.23) per month.

J. No changes

K. No changes

L. No changes

134-21 – No Changes

134-31.1 WATER SERVICE RATES

The monthly rates for water service usage shall be as follows:

A. Base rate, up to three thousand (3,000) gallons per month: ~~nine~~ seven dollars and ~~thirty-one~~ fifty-four cents ~~(\$9.31)~~ (\$7.54) per month.

B. All water service usage exceeding three thousand (3,000) gallons per month: ~~seven-six~~ seven dollars and ~~ninety-nine~~ forty-seven cents ~~(\$7.99)~~ (\$6.47) per month, for each one thousand (1,000) gallons thereafter.

C. No change

134-31.2 WATER SERVICE RATES-COMMERCIAL AND INDUSTRIAL LAUNDRIES

A. In-Town Laundries: The monthly rates for water service usage by licensed commercial or industrial laundries located within the corporate limits of the Town of Front Royal shall be as follows:

1. The first one hundred thousand (100,000) gallons: ~~eight~~ six dollars and ~~fifty-eight~~ ninety-five cents ~~(\$8.58)~~ (\$6.95) per one thousand (1,000) gallons.

2. One hundred thousand one (100,001) gallons to five hundred thousand (500,000) gallons: ~~seven~~ six dollars and ~~seventy-nine~~ thirty-one cents ~~(\$7.79)~~ (\$6.34) per one thousand (1,000) gallons.

3. Above five hundred thousand one (500,001) gallons: ~~seven~~ six dollars ~~and forty-one~~ cents ~~(\$7.41)~~ (\$6.00) per one thousand (1,000) gallons.

This ordinance shall become effective July 1, 2013.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____ 2013, upon the following recorded vote:

Thomas H. Sayre Yes/No

Bret W. Hrbek Yes/No

Hollis L. Tharpe Yes/No

Eugene R. Tewalt Yes/No

N. Shae Parker Yes/No

Daryl L. Funk Yes/No

A public hearing on the above was held on _____, 2013 having been advertised in the Northern Virginia Daily on _____, 2013 and _____, 2013.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____



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

Page 1
Item No. 11

Meeting Date: June 10, 2013

Agenda Item: COUNCIL APPROVAL – Appropriation Ordinance for Fiscal year Ending June 30, 2014 on Proposed Budget (2nd Reading)

Summary: Council is requested to adopt on its second and final reading an Appropriation Ordinance for Fiscal Year ending June 30, 2014 on the Proposed Fiscal Year 2014 Budget with suggested amendments from the Finance Committee Meeting and Work Session Discussions

Budget/Funding: None

Attachments: Ordinance

Meetings: Work Sessions held April 1, April 15, April 29, 2013 and June 3, 2013. Public Hearing held May 28, 2013.

Staff Recommendation: Approval ☒ Denial ☐

Proposed Motion: I move that Council adopt on its second and final reading an Appropriation Ordinance for Fiscal Year ending June 30, 2014 on the Proposed Fiscal Year 2014 Budget and that 8101-43002, Planning and Zoning Professional Services, be reduced by \$4,000.00 and that 8104-45504, Boards and Commission Travel and Education, be increased by \$4,000.00 to provide funding for training of Board of Zoning Appeals (BZA) members.

Optional Amendments for Council's Consideration

- 1) that \$127,035.00 be transferred from 1000-3510110 (General Fund Reserve), \$15,075.00 be transferred from 9401-3510110 (Electric Fund Reserve), \$19,380.00 be transferred from 9601-3510110 (Water Fund Reserve), and \$18,300.00 be transferred from 9801-3510110 (Sewer Fund Reserve), to provide a one-time bonus of \$1000.00 for full-time employees and \$500.00 for part-time employees.
- 2) that \$20,000.00 be transferred from 1000-3510110 (General Fund Reserve) to 7301-6002 (Library Operations) to provide a one-time transfer to fund Sunday Hours for Samuels Public Library.

ROLL CALL VOTE REQUIRED

*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: SB

APPROPRIATION ORDINANCE

ANNUAL APPROPRIATION ORDINANCE

OF THE

TOWN OF FRONT ROYAL, VIRGINIA

FOR THE FISCAL YEAR ENDING JUNE 30, 2014

**AN ORDINANCE MAKING APPROPRIATIONS OF SUMS OF MONEY FOR ALL
NECESSARY EXPENDITURES OF THE TOWN OF FRONT ROYAL, VIRGINIA FOR THE
FISCAL YEAR ENDING JUNE 30, 2014 TO PRESCRIBE THE PROVISOS, TERMS,
CONDITIONS, AND PROVISIONS WITH RESPECT TO THE TERMS OF
APPROPRIATION AND THEIR PAYMENT, AND TO REPEAL ALL ORDINANCES
WHOLLY IN CONFLICT WITH THIS ORDINANCE, AND ALL PARTS OF ALL
ORDINANCES INCONSISTENT WITH THIS ORDINANCE TO THE EXTENT OF SUCH
INCONSISTENCY.**

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

SECTION I

That the following sums of money are hereby appropriated for the general governmental purposes herein specified for the fiscal year ending June 30, 2014

GENERAL FUND EXPENDITURES

General Government	1,032,165
Financial Administration	833,195
Legal	393,330
Law Enforcement Services	4,077,730
General Property Maintenance	1,048,915
Planning and Zoning Administration	447,050
Risk Management/Insurance	580,650
Economic Development	8,300
Information Technology	548,530
Transfers/Contingency Reserve	673,395
TOTAL GENERAL FUND EXPENDITURES	\$9,643,260

STREET FUND EXPENDITURES

Public Works	412,745
State Highway Maintenance System	1,628,650
TOTAL STREET FUND EXPENDITURES	\$2,041,395

ECONOMIC DEVELOPMENT FUND

Principal on Debt	95,150
TOTAL DEBT SERVICE FUND EXPENDITURES	\$95,150

SPECIAL REVENUE FUND

Community Development Projects	159,940
Asset Forfeiture	12,000
TOTAL SPECIAL REVENUE FUND EXPENDITURES	\$171,940

and the following sums of money are hereby appropriated for the enterprise operations specified for the year ending June 30, 2014:

ELECTRIC FUND EXPENDITURES

Operations	2,542,100
Purchase of Bulk Electricity	12,517,200
Transfer to General Fund	1,471,000
TOTAL ELECTRIC FUND EXPENDITURES	\$16,530,300

WATER FUND EXPENDITURES

Administrative Office	127,120
Water Plant Operation	1,704,530
Maintenance of Lines	880,270
Meter Reading	124,310
Debt Service	1,118,905
Contingency and Transfers to Other Funds	623,000
TOTAL WATER FUND EXPENDITURES	\$4,578,135

SEWER FUND EXPENDITURES

Administrative Office	123,785
Wastewater Treatment Plant Operations	2,243,010
Maintenance of Lines	765,970
Debt Service	465,350
Contingency and Transfers to Other Funds	735,200
TOTAL SEWER FUND EXPENDITURES	\$4,333,315

REFUSE FUND EXPENDITURES

Operations	952,790
Transfer to General Fund	30,510
TOTAL REFUSE FUND EXPENDITURES	\$983,300

<u>TOTAL ALL FUNDS EXPENDITURES</u>	\$38,376,795
--	---------------------

**REVENUES
TO BE PROVIDED AS FOLLOWS**

GENERAL FUND

Real Estate Property Tax (\$.0725 Per \$100 assessed valuation)	971,200
Public Service Property Tax & Tax Penalties	41,750
Personal Property Tax (\$.64 per \$100 assessed valuation)	567,000
Other Local Taxes	4,172,000
Permits and Fees	30,000
Fines and Forfeitures	215,000
Revenue from Use of Money and Property	90,250
Public Rights-of-Way Use Fee	50,000
Intergovernmental	619,350
Interfund Transfers:	
Electric Fund	1,471,000
Water Fund	623,000
Sewer Fund	705,200
Refuse Fund	30,510
Miscellaneous Receipts	57,000
TOTAL GENERAL FUND REVENUE	\$ 9,643,260

STREET FUND

State Highway Maintenance Funds	1,500,000
Revenue from Use of Money and Property	9,000
Street, Curb & Gutter Assessments	9,000
Transfers from General Fund	523,395
TOTAL STREET FUND REVENUE	\$2,041,395

ECONOMIC DEVELOPMENT FUND

Real Estate Property Tax (\$.0175 per \$100 assessed valuation)	95,150
TOTAL DEBT SERVICE FUND REVENUE	\$95,150

SPECIAL REVENUE FUND

Asset Forfeiture Grant Funding	12,000
Community Development (\$.0200 per \$100 assessed valuation)	159,940
TOTAL SPECIAL REVENUE FUND	\$171,940

ELECTRIC FUND

Revenue from Use of Money and Property	80,000
Connection Fees	75,000
Internal Loan	150,000
Sale of Service	16,153,900
Miscellaneous Receipts	71,400
TOTAL ELECTRIC FUND REVENUE	\$16,530,300

WATER FUND

Revenue from Use of Money and Property	50,000
Antenna Rentals	65,000
Sale of Service and Commodities	4,233,135
Connection Fees	225,000
Miscellaneous Receipts	5,000
TOTAL WATER FUND REVENUE	\$4,578,135

SEWER FUND

Revenue from Use of Money and Property	46,000
Sale of Service and Commodities	4,067,315
Connection Fees	175,000
Miscellaneous Receipts	45,000
TOTAL SEWER FUND REVENUE	\$4,333,315

REFUSE FUND

Revenue from Use of Money and Property	1,500
Sale of Services/Bags/Recycle Bins/Other	968,800
Sale of Recyclable Materials	13,000
TOTAL REFUSE FUND REVENUE	\$983,300

TOTAL ALL FUNDS REVENUES **\$38,376,795**

SECTION II

All moneys appropriated as shown by the items contained in Section I are appropriated upon the provisos, terms, conditions and provisions hereinafter set forth in connection with said items and those set forth in this section.

Paragraph One

I. To provide for the current and other expenditures of the Town of Front Royal, Virginia; for the fiscal year beginning July 1, 2013 and ending June 30, 2014 the tax rates have been set at:

- A) Upon all real estate the rate shall be set at \$0.11 for each \$100.00 of assessed valuation.
- B) Upon all personal property and machinery and tools the rate shall remain set at \$0.64 for each \$100.00 of assessed valuation. Except, that personal property described in Town of Front Royal Code §75-49(B), that has been specifically accepted for special classification by the designated official, shall remain at \$0.32 for each \$100.00 of assessed valuation for such volunteer fire or rescue members' single vehicle used to respond to calls or perform other official duties.

II. Assessed valuation of property shall be determined and certified to the Town of Front Royal by the Commissioner of the Revenue of Warren County, and the State Corporation Commission on Public Service Corporation Property. All taxes 1st installment shall be due and payable on or before June 5, 2013 and second installment due on or before December 5, 2013. For taxes not paid on or before due date for each installment a penalty of ten percent of the tax due will be added to the tax due. Interest at the annual rate of ten percent of the tax due will be added after December 31, 2013 on all unpaid taxes.

III. Proration of Personal Property Tax.

A. Tax levied and prorated on monthly basis. Tangible personal property tax shall be levied and collected on motor vehicles, trailers, and boats which have acquired a situs within the Town after January 1 of any tax year for the remaining portion of the tax year. When any person acquires a motor vehicle, trailer or boat with situs in the Town after January 1 and situs remains in the Town after such acquisition, the tax shall be assessed against the new owner for the remainder of the tax year. Such tax shall be prorated on a monthly basis. For purposes of proration, a period of more than one-half of a month shall be counted as a full month and a period of less than one-half of a month shall not be counted.

B. Relief or refund. When any motor vehicle, trailer, or boat loses its situs within the Town after January 1 or after the day on which it acquires a situs within the Town (hereafter "situs day"), the tax shall be relieved, prorated on a monthly basis, and the appropriate amount of tax refunded if such tax has already been paid, upon application by the owner to the Commissioner of the Revenue and notice to the Commonwealth of Virginia Department of Motor Vehicles (if applicable); provided however that no refund shall be made if the motor vehicle, trailer, or boat acquires a situs within the Commonwealth in a non-prorating locality.

C. Relief, refund or credit on sale. When any person sells or otherwise transfers title to a motor vehicle, trailer, or boat with a situs in the Town after January 1 or situs day, the tax shall be relieved, prorated on a monthly basis, upon application by the owner to the Commissioner of the Revenue and notice to the Commonwealth of Virginia Department of Motor Vehicles (if applicable), and the appropriate amount of tax already paid refunded or credited by the Treasurer, at the option of the taxpayer, against the tax due on any motor vehicle, trailer, or boat owned by the taxpayer during the same tax year.

D. Time Limitation for refund; minimum refund. Any refund required shall be made within thirty (30) days of the date such tax is relieved. No refund of less than five dollars (\$5.00) shall be issued to a taxpayer, unless specifically requested by the taxpayer.

E. Conditions for certain tax credits. Any person who moves from a non-prorating locality to the Town in a single tax year shall be entitled to a property tax credit in the Town if (i) the person was liable for personal property taxes on a motor vehicle, trailer, or boat and has paid those taxes to a non-prorating locality; and (ii) the owner replaces for any reason the original vehicle, trailer or boat upon which taxes are due to the non-prorating locality for the same tax year. The Town shall provide a credit against the total tax due on the replacement vehicle, trailer, or boat in an amount equal to the tax paid to the non-prorating locality for the period of time commencing with the disposition of the original vehicle, trailer, or boat and continuing through the close of the tax year in which the owner incurred tax liability to the non-prorating locality for the original vehicle, trailer or boat.

F. Exemptions of property for which tax has been paid to another jurisdiction. Tangible personal property which was legally assessed by another jurisdiction in the Commonwealth and on which the tax has been paid is exempt from taxation under this section for the tax year or portion thereof during which such property was legally assessed by other jurisdiction and taxes were paid to that jurisdiction and not refunded in whole or in part.

G. Filing of returns. Filing procedures shall be in compliance with the Warren County Code.

H. Billing for less than full year. Notwithstanding any other date for billings and payment of personal property taxes, the Town may bill all personal property taxes assessed for a portion of the tax year on or after December 15 of each year.

I. Due date of taxes. The taxes shall be due not less than thirty (30) days after the date of the tax bill or due date on the tax bill, whichever is later.

J. Time limit for applications. Any taxpayer entitled to a refund or credit must make application therefore to the Director of Finance no later than three (3) years from the last day of the tax year during which the motor vehicle, trailer or boat lost situs, was sold or had its title transferred.

Paragraph Two

Subject to the qualifications contained in this ordinance all appropriations made out of the General Fund, Street Fund, Economic Development Fund, Special Projects Fund, Service District Fund, Special Revenue Fund, Electric Fund, Water Fund, Sewer Fund, and Refuse Fund are declared to be maximum, conditional and proportionate appropriations, the purpose being to make the appropriations payable in full in the amount named, if necessary, and then only in the event the aggregate revenues collected and available during the fiscal year for which the appropriations are made are sufficient to pay all the appropriations in full. Otherwise the said appropriations shall be deemed to be payable in such proportions as the total sum of all realized revenue of the General Fund, Street Fund, Debt Service Fund, Special Projects Fund, Service District Fund, Special Revenue Fund, Electric Fund, Water Fund, Sewer Fund, and Refuse Fund is to the total amount of revenues estimated to be available in the said fiscal year by the Town Council.

Paragraph Three

All balances of the appropriations payable out of the General Fund, Street Fund, Debt Service Fund, Special Projects Fund, Service District Fund, Special Revenue Fund, Electric Fund, Water Fund, Sewer Fund, and Refuse Fund of the Town Treasury unencumbered at the close of business on the thirtieth day of June, 2013, except as otherwise provided for, are hereby declared to be lapsed into the Town Treasury. Such unencumbered balances shall be used for the payment of the appropriations that may be made in the appropriation ordinance for the fiscal year beginning July 1, 2013. However, nothing in this paragraph shall be construed to be applicable to unencumbered balances remaining to the credit of any Sinking Fund, or any funds created by the setting up of special revenues, but such balances shall be used in financing the proposed expenditures of these funds for the fiscal year beginning July 1, 2013.

Paragraph Four

The director or administrative officer in charge of a department shall have the authority to transfer moneys between line items and categories within the budgeted appropriations of such department. No department receiving appropriations under the provisions of this ordinance shall exceed the total amount of its appropriation except with the prior consent and approval of the Town Council or the Town Manager. Where the Town Manager is the administrative officer in charge of a department, no prior consent or approval shall be required for such department to exceed its appropriation. The Town Manager may transfer moneys within any Fund to provide for such expenditure in excess of a department's budgeted appropriation. No Fund receiving appropriations under the provisions of this ordinance shall exceed the total amount of its appropriation except with the prior consent and approval of the Town Council who may then authorize by resolution the transfer of moneys between the Funds. If any such department or fund shall exceed the amount of its appropriation without such consent and approval, the director or administrative officer, in the discretion of the Town Council, may be deemed guilty of neglect of official duty and may be subject to removal therefore.

Paragraph Five

Nothing in this section shall be construed as authorizing any reduction to be made in the amounts appropriated in this ordinance for the payment of interest, bonds, or contributions to any Sinking Fund on the bonded debt of the Town Government.

Paragraph Six

None of the moneys mentioned in this ordinance in connection with the General Fund, Street Fund, Economic Development Fund, Special Projects Fund, Service District Fund, Special Revenue Fund, Electric Fund, Water Fund, Sewer Fund, and Refuse Fund shall be expended for any purpose other than those for which they are appropriated except as provided in Paragraph Four. It shall be the duty of the Director of Finance to see that this provision is strictly observed and to report to the Town Manager any irregularities.

Paragraph Seven

Allowances out of any of the appropriations made in this ordinance by any or all of the Town departments, bureaus, or agencies to any of their officers and employees for expenses on account of the use of such officers and employees of their personal automobiles in the discharge of their official duties shall not exceed the standard mileage rate as determined by the IRS (55 cents per mile as of January 1, 2009).

Paragraph Eight

All traveling expense accounts shall be submitted on forms and according to regulations prescribed or approved by the Town Manager.

Paragraph Nine

All moneys from the sale of general government real estate or other property shall be set aside in a separate account of the General Fund and subject to expenditure only through appropriate action of the Council. Except, where the Council shall have specified that the moneys from the sale of an item or a class of property shall be paid into a specified account of a Town department.

Paragraph Ten

All moneys collected by any department, bureau, agency or individual of the Town Government shall be paid into the Town Treasury not later than the day immediately following the day of collection.

Paragraph Eleven

The Fund budgets in Section I as included in the general budget are hereby adopted and made the official budget document of the Town of Front Royal. It is expressly provided that the restrictions with respect to the expenditure of the moneys appropriated shall apply only to the lump sum amounts for the classes of expenditures, of Funds, which have been included in this ordinance.

Paragraph Twelve

All ordinances and parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

THIS ORDINANCE SHALL BECOME EFFECTIVE JULY 1, 2013.

APPROVED:

Timothy Darr, MAYOR

ATTEST:

Jennifer Berry, TOWN CLERK

The above ordinance was published in the *Northern Virginia Daily* on May 19, 2012, with approval on its first reading at a regular meeting of the Town Council held on May 29, 2012, and to be formally approved on the second and final reading at the regular meeting of the Town Council on June 11, 2012.



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

Page 1
Item No. 12

Meeting Date: June 10, 2013.

Agenda Item: COUNCIL APPROVAL – Resolution – Contributions to Virginia Retirement System (VRS)

Summary: On May 29, 2012, Council approved a Resolution committing the Town to the 15.29% contribution rate and the transition of the employee contribution at the rate of 1% per year for five (5) years to the Virginia Retirement System (VRS) to become effective July 1, 2012. For Fiscal Year 2014, Council must elect to increase the member contribution by at least 1%, as required by Virginia Code or elect to increase it by more than 1% up to the full 5%. In addition, Council must certify that employees will receive an offsetting salary increase effective July 1, 2013.

Budget/Funding: None

Attachments: Letter from VRS, Resolution and minute from May 29, 2012.

Meetings: Work Session held April 1, 2013 (Budget Overview)

Staff

Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council approve a Resolution to increase the member contribution up to the full 5% and that employees will receive an offsetting salary increase effective July 1, 2013.

ROLL CALL VOTE REQUIRED

*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: JB



P.O. Box 2500, Richmond, Virginia 23218-2500
Toll free: 1-888-VARETIR (827-3847)
Web site: www.varetire.org
E-mail: vrs@varetire.org

March 22, 2013

Employer Code: 55226

Dear Employer,

Last spring, you elected to phase in the 5 percent member contribution for Plan 1 and Plan 2 employees hired before July 1, 2012 to comply with actions taken by the 2012 General Assembly.

For fiscal year 2013, your governing body elected a 1% percent member contribution for your Plan 1 and Plan 2 employees. Using the enclosed resolution, your local governing body must elect to increase the member contribution by at least 1 percent for fiscal year 2014, as required by Virginia Code. Or, you may elect to increase it by more than 1 percent up to the full 5 percent. In addition, you must certify in the resolution that employees will receive an offsetting salary increase effective July 1, 2013.

Please send the formal signed resolution to VRS **no later than July 10, 2013** (Attn: Susan Keith, P.O. Box 2500, Richmond, VA 23218-2500).

Chapter 822 of the 2012 Acts of Assembly requires all Plan 1 and Plan 2 school division and political subdivision employees to begin paying the 5 percent member contribution effective July 1, 2012. The statute allows employers to phase in the member contribution for employees hired before July 1, 2012. The full 5 percent phase-in must be complete by July 1, 2016. Phase-in increases must be in whole percentages of at least 1 percent of creditable compensation per year, with required offsetting salary increases.

If you have any questions about the information in this packet, contact ZaeAnne Sferra, employer coverage coordinator, at zsferra@varetire.org or (804) 775-3514.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert P. Schultze', is written over a horizontal line.

Robert Schultze
VRS Director

(Enclosure)

Member Contributions by Salary Reduction for Counties, Cities, Towns, and Other Political Subdivisions

(In accordance with Chapter 822 of the 2012 Acts of Assembly (SB497))

Resolution

WHEREAS, the _____ [Political Subdivision Name]
_____ [employer code] employees who are Virginia Retirement System members who commence or recommence employment on or after July 1, 2012, shall be required to contribute five percent of their creditable compensation by salary reduction pursuant to Internal Revenue Code § 414(h) on a pre-tax basis upon commencing or recommencing employment; and

WHEREAS, the _____ [Political Subdivision Name]
employees who are Virginia Retirement System members and in service on June 30, 2012, shall be required to contribute five percent of their creditable compensation by salary reduction pursuant to Internal Revenue Code § 414(h) on a pre-tax basis no later than July 1, 2016; and

WHEREAS, such employees in service on June 30, 2012, shall contribute a minimum of an additional one percent of their creditable compensation beginning on each July 1 of 2012, 2013, 2014, 2015, and 2016, or until the employees' contributions equal five percent of creditable compensation; and

WHEREAS, the _____ [Political Subdivision Name]
may elect to require such employees in service on June 30, 2012, to contribute more than an additional one percent each year, in whole percentages, until the employees' contributions equal five percent of creditable compensation; and

WHEREAS, the second enactment clause of Chapter 822 of the 2012 Acts of Assembly (SB497) requires an increase in total creditable compensation, effective July 1, 2013, to each such employee in service on June 30, 2013, to offset the cost of the member contributions, such increase in total creditable compensation to be equal to the percentage increase of the member contribution paid by such pursuant to this resolution (For example, if the member contribution paid by the employee increases from two to three percent pursuant to this resolution, the employee must receive a one percent increase in creditable compensation.)

BE IT THEREFORE RESOLVED, that the

_____ [Political Subdivision Name] does hereby certify to the Virginia Retirement System Board of Trustees that it shall effect the implementation of the member contribution requirements of Chapter 822 of the 2012 Acts of Assembly (SB497) according to the following schedule for the fiscal year beginning July 1, 2013:

PLAN 1	Percent
Employer Paid Member Contribution	%
Employee Paid Member Contribution	%
Total	5%

PLAN 2	Percent
Employer Paid Member Contribution	%
Employee Paid Member Contribution	%
Total	5%

(Note: Each column must add up to 5 percent.); and

BE IT FURTHER RESOLVED, that such contributions, although designated as member contributions, are to be made by the _____ [Political Subdivision Name] in lieu of member contributions; and

BE IT FURTHER RESOLVED, that pick up member contributions shall be paid from the same source of funds as used in paying the wages to affected employees; and

BE IT FURTHER RESOLVED, that member contributions made by the _____ [Political Subdivision Name] under the pick up arrangement shall be treated for all purposes other than income taxation, including but not limited to VRS benefits, in the same manner and to the same extent as member contributions made prior to the pick up arrangement; and

BE IT FURTHER RESOLVED, that nothing herein shall be construed so as to permit or extend an option to VRS members to receive the pick up contributions made by the _____ [Political Subdivision Name] directly instead of having them paid to VRS; and

BE IT FURTHER RESOLVED, that notwithstanding any contractual or other provisions, the wages of each member of VRS who is an employee of the _____ [Political Subdivision Name] shall be reduced by the amount of member contributions picked up by the _____ [Political Subdivision Name] on behalf of such employee pursuant to the foregoing resolutions; and

BE IT FURTHER RESOLVED, that in accordance with the Appropriation Act, no salary increases that were provided solely to offset the cost of required member contributions to the Virginia Retirement System under § 51.1-144 of the Code of Virginia will be used to certify that the salary increases required by the Appropriations Act have been provided.

NOW, THEREFORE, the officers are hereby authorized and directed in the name of the _____ [Political Subdivision Name] to carry out the provisions of this resolution, and said officers are authorized and directed to pay over to the Treasurer of Virginia from time to time such sums as are due to be paid by the _____ [Political Subdivision Name] for this purpose.

Governing Body Chairman

CERTIFICATE

I, _____, [Title, e.g. Clerk, Secretary] of the _____ [Political Subdivision Name], certify that the foregoing is a true and correct copy of a resolution passed at a lawfully organized meeting of the _____ [Political Subdivision Name] held at _____, Virginia at _____ o'clock on _____, 2013. Given under my hand and seal of the _____ [Political Subdivision Name] this _____ day of _____, 2013.

Clerk

This resolution must be passed prior to July 1, 2013 and received by VRS no later than July 10, 2013.



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

Page 1
Item No. 13

Meeting Date: June 10, 2013

Agenda Item: COUNCIL APPROVAL – Reclassification of Deputy Zoning Administrator Position in Planning/Zoning Department

Summary: Council approved reclassifying the position of a part-time Code Enforcement Officer to Full-Time Deputy Zoning Administrator on March 11, 2013. Council is requested to consider the reclassification of the full-time Deputy Zoning Administrator to part-time.

Budget/Funding: None

Attachments: Position Summary

Meetings: Work Session held March 4 and June 3, 2013

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council approve the reclassification of the full-time Deputy Zoning Administrator in the Planning and Zoning Department to a part-time position.

*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: JB



TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING
Memorandum

To: Steve Burke, Town Manager

From: Jeremy F. Camp, Front Royal Department of Planning & Zoning *JFC*

Cc: Julie Bush, Human Resources Manager

Date: May 23, 2013

Re: Deputy Zoning Administrator Position

The Human Resources Manager and I have interviewed several qualified applicants interested in the open Deputy Zoning Administrator Position. Based on these interviews, and other application information, Robbie Seal is the most qualified applicant for the position. As such, and since Mr. Seal is a retiree of the Town, the position is needed in a part-time capacity working 39 hours a week.

JFC



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

Page 1
Item No. 14

Meeting Date: June 10, 2013

Agenda Item: COUNCIL APPROVAL – Catlett Mountain Landfill to Design Drainage and Grading Improvement Costs

Summary: County of Warren's General Services Consultant, Pennoni Associates, Inc., has developed a proposal to design drainage and grading improvements at the Catlett Mountain Landfill to reduce storm water flow through the landfill at a cost not to exceed \$14,300.00 to be split between the County of Warren and the Town of Front Royal. Council is requested to consider approval of \$7,150.00

Budget/Funding: 2201-30002 (Town Attorney Professional Services)

Attachments: Memorandum from Pennoni Associates, Inc. dated January 22, 2013.

Meetings: Work Session held June 3, 2013

Staff Recommendation: Approval ✓ Denial _____

Proposed Motion: I move that Council approve the amount of \$7,150.00 for the Town of Front Royal's portion of the costs associated with the Catlett Mountain Landfill to design drainage and grading improvement costs, as specified in Pennoni Memorandum dated January 22, 2013.

ROLL CALL VOTE REQUIRED

*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: SB

TASK ORDER

Order No. 03
Date: January 22, 2013

OWNER: Warren County
Owner's Representative: Doug Stanley
Address & Phone #: 220 North Commerce Avenue
Suite 100
Front Royal, VA 22630

ENGINEER: Pennoni Associates Inc.
Engineer's Representative (Project Manager): Ronald A. Mislowsky, PE
Address & Phone #: 117 E. Piccadilly Street
Suite 200
Winchester, VA 22601

Project Name: CTOW1204 - Warren County General Services
Catlett Mountain Landfill – Drainage Diversion

Project Description: See Attached

Project Engineering Fee: \$14,300 Lump Sum

Special Conditions and Instructions:

Ordered By:

Accepted By:

Doug Stanley
Administrator
Warren County

Ronald A. Mislowsky, PE
Associate Vice President
Pennoni Associates Inc.



PENNONI ASSOCIATES INC.
CONSULTING ENGINEERS

MEMORANDUM

TO: Robert Childress, Deputy Administrator, Warren County

FROM: Ron Mislowsky, PE

DATE: January 22, 2013

SUBJECT: Catlett Mountain Landfill – Drainage Diversion

We appreciate the opportunity to provide this proposal for design services relating to the stormwater bypass at Catlett Mountain. Currently, a major drainage swale passes on the north side of the landfill area. Runoff from an approximately 30 acre drainage area feeds a pond prior to draining into the former fill area, below grade. It appears again on the east side of the fill, off of the landfill property, and drains to an undisturbed area. The intention is to design and construct a bypass for the offsite drainage to eliminate the flow to the pond and through the trash fill. Based on our site reconnaissance last Wednesday, I believe the most feasibly approach would be to design a culvert with capacity for a 25 year storm to the north of the pond and trash fill areas. We observed that though the area is steeply sloped there appears to be an opportunity to install the pipe and then return the area to its existing slope. Trying to construct a ditch through this area would result in a much larger site disturbance and result in steeper slopes than what exists now.

I have attached a sketch showing a preliminary alignment which result in a pipe length of about 1,000 ft., discharging to a riprap channel above the existing stream bed. This plan would require an offsite drainage easement, approximately 200 ft. in length. We would propose a design process as follows:

1. Using the available County mapping, prepare a preliminary layout for the storm sewer avoiding the existing buried trash and minimizing trench depth. \$3,400
2. Have the proposed inlet locations staked in the field, as well as the adjacent trash fill limits, as shown on the Joyce plan. (Optional, by others)
3. Review the alignment in the field with County personnel to identify any potential obstructions which may not be evident from the GIS information. (Optional) \$1,000
4. Revise the structure locations as necessary in the field, locate this new design in the field and update the design plan. (Optional) \$1,200
5. Complete the design to provide for a 25 year storm capacity including erosion control measures in compliance with County requirements. \$6,500
6. Prepare submittal package for Warren County review for issuance of the necessary land disturbance permit and meet with reviewer to address any questions/comments. The County would be responsible for any fees. \$2,200

PENNONI ASSOCIATES INC.

Memorandum

Page 2

7. Assist Warren County during the bidding, award and construction process as may be necessary. (Cost Plus)
8. Prepare as-built plans. (Not in contract).

Our estimated fee for this project, items 1, 3-6, will be \$14,300 lump sum. If required we can provide additional services as noted in item 7. A survey cost estimate to provide a rough stakeout for field adjustment and/or prepare the as-built can be obtained if needed. Also note that if an easement plat for the offsite channel to the east is required, an estimate of that cost can be provided as well.

Please call if you have any questions.



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

Page 1
Item No. 15

Meeting Date: June 10, 2013

Agenda Item: COUNCIL APPROVAL – Budget Amendment and Bid for Upgrades to Guard Hill and Crooked Run Pump Stations

Summary: Council is requested to approve a budget amendment and accept a bid from Patterson Construction Company in the amount of \$176,444.00 for the installation of equipment for upgrades to the Guard Hill and Crooked Run Pump Stations. The upgrades are needed for the Dominion Power Project. As part of the Water and Sewer Service Agreement between the Town and Dominion, the Town will be reimbursed by Dominion for the cost of installation.

Note: On April 8, 2013, Council approved the \$175,650.00 for the purchase of three pieces of equipment for Dominion Power improvements in the amount of \$175,650.00 that was also to be reimbursed by Dominion.

Budget/Funding: 9601-3410206 – Reimbursement from Dominion Power
9601-47519 – Dominion Water and Sewer Upgrades

Attachments: Memorandum and quotation tabulation from the Purchasing Agent and E-mail from Eric Anderson of CHA Companies

Meetings: None

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council approve a budget amendment and accept the bid in the amount of \$176,444.00 for the installation of equipment for upgrades to the Guard Hill and Crooked Run Pump Stations that will be reimbursed by Dominion Power.

ROLL CALL VOTE REQUIRED

*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: JB



MEMORANDUM

Date: June 3, 2013
To: Tina Presley, Senior Administrative Assistant
Jennifer Berry, Clerk of Council
From: Cindy Hartman, Purchasing Agent
RE: Agenda Item

On Thursday, May 30, 2013, I held a bid opening for the installation of equipment for upgrades to the Guard Hill and Crooked Run pump stations. The upgrades are needed for the Dominion Power project. I received only one bid for this project (see attached tabulation). Eric Anderson, a professional engineer with Cha Consulting, reviewed the submittal to ensure they conformed to the bid specifications.

As part of the Water and Sewer Service Agreement from March 9, 2011, between the Town and Dominion, the Town will be reimbursed by Dominion for the cost of installation under the "Off-Site Infrastructure Costs" section.

Please add this item to the June 10, 2013 Town Council agenda.

Recommendation has been made to award Patterson Construction company the Guard Hill and Crooked Run Pump Stations equipment installations at a total cost of 176,444.00.

The work is to be completed for Dominion by July 9, 2013.

TOWN OF FRONT ROYAL, VIRGINIA

Quotation Tabulation

Item: DOMINION POWER UPGRADE INSTALLATION

Quotation #4

Date: MAY 30, 2013

Mailed: _____

Replied 1

Vendor Quotation

	PATTERSON CONSTRUCTION COMPANY			
	FREDERICKSBURG			
QUANTITY	QUOTATION	QUOTATION	QUOTATION	QUOTATION
LUMP SUM COST ENCOMPASSING ALL INSTALLATION WORK:				
GUARD HILL PUMP STATION	\$110,344.00			
CROOKED RUN PUMP STATION	\$74,844.00			
TOTAL DEDUCT IF BOTH CONTRACTS AWARDED TO ONE BIDDER	(-\$8,744.00)			
TOTAL QUOTATION	\$176,444.00			

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

Witness

Witness

Arlene A. Hestman
PURCHASING AGENT

From: Anderson, Eric
Sent: June 03, 2013 9:06
To: 'Cindy Hartman'
Cc: 'sburke@frontroyalva.com'; Mike Kisner; 'WWTP'
Subject: Route 522 Improvements

Cindy,

Patterson construction was our only bid for the equipment installation, but it was a good bid and they are a reputable contractor. They do design/build work with the Timmons Group; they have performed larger projects with Frederick County Sanitation Authority, George's Chicken, Berryville and Southampton County. I've spoken with Southampton County and Berryville, and both had very good things to say about Patterson. Their primary competition on this, Anderson Construction, also was very complimentary. I think that says a lot.

Our total project costs are currently below the estimated values presented in the 2011 Dominion Power report (See the table below).

With this in mind, I recommend that the Town accept Patterson's bid and issue notice to proceed as soon as possible.

Thanks,

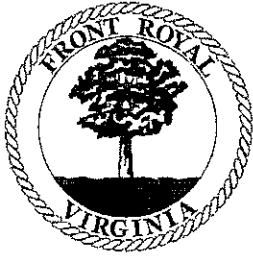
Eric

Item Description	Projected Costs from Feb 2011 Report	2013 Bid Price(s)
Guard Hill Pump Station Improvements		
Pumps	\$65,000	\$38,500
Generator from Carter CAT	\$75,000	\$46,950
Guard Hill Installation	\$132,000	\$105,968
Total Guard Hill Improvements Cost	\$272,000	\$191,418
Crooked Run PS Improvements		
Submersible Pumps from Sherwood-Logan	\$91,000	\$93,746
Crooked Run Installation	\$29,000	\$70,472
Total Crooked Run PS Improvements Cost	\$120,000	\$164,218
Total of Both Project Costs	\$392,000	\$355,636

Difference -\$36,364

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

Page 1
Item No. 16

Meeting Date: June 10, 2013

Agenda Item: COUNCIL APPOINTMENT – Audit and Finance Committee

Summary: The Audit and Finance Committee is composed of the Mayor, two Councilmembers, the Finance Director, the Town Manager and the Town's Auditor. Council is requested to appoint two Councilmembers to the Audit and Finance Committee, said terms ending December 31, 2014 to coincide with the new term of Council.

Budget/Funding: None

Attachments: None

Meetings: Work Session held June 3, 2013

Staff Recommendation: Approval ☒ Denial ☐

Proposed Motion: I move that Council appoint Councilman Thomas S. Sayre and Councilman Eugene R. Tewalt to the Audit and Finance Committee along with the Mayor, Town Manager, Finance Director and the Town's Auditor, said terms to expire December 31, 2014 to coincide with the new term of 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: JB