



REGULAR TOWN COUNCIL MEETING

Monday, January 27, 2020 @ 7:00pm
Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of the Regular Council Meeting minutes of January 13, 2020
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
 - a. Report of special committees or Town Officials and Interim Town Manager
***Recognition of Star of the Month for December**
 - 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 – Waiver of Zoning Permit Fee for Churches Participating in the Front Royal Thermal Shelter Program
 - B. COUNCIL APPROVAL – Waiver of Water & Sewer Connection Fees for Duplex at Corner of Brown Avenue and Cherrydale Avenue – Habitat for Humanity.
 - C. COUNCIL APPROVAL – Acceptance of Funds to Complete Improvements to Intersection of W. 17th Street and N. Shenandoah Avenue – Sheetz Project
 - D. COUNCIL APPROVAL – Sole Source Purchase of Water Meters
8. **COUNCIL APPROVAL** – Amendment to Employee Handbook – Inclement Weather Policy

TOWN COUNCIL WORK SESSION

Immediately following the Regular Meeting

1. Proposed Spot Blight Ordinance – *Director of Planning/Zoning/Town Attorney*
2. CLOSED MEETING - Consultation with Legal Counsel, Investment of Public Funds, Personnel

Motion to Go Into Closed Meeting

I move that Council convene and go into Closed Meeting for the following purposes:

- (1) An update on the status of the Town's lawsuit against the EDA, for consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in Open Meeting would adversely affect the negotiating or litigating posture of the public body; pursuant to Section 2.2-3711. A. 7. of the Code of Virginia.

- (2) An update on the status and possible disposition of the Afton Inn property:
- (A) Regarding consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, pursuant to Section 2.2-3711. A. 8. of the Code of Virginia.
 - (B) Also discussion or consideration of the acquisition of real property, specifically the Afton Inn property for a public purpose, pursuant to Section 2.2- 3711. A.3., where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Town.
 - (C) Also discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the governmental unit would be adversely affected, pursuant to Section 2.2-3711. A. 6. of the Code of Virginia.
- (3) Discussion and consideration of assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body, pursuant to Section 2.2-3711. A. 1. of the Code of Virginia.

Motion to Certify Closed Meeting at its Conclusion *[At the conclusion of the Closed Meeting, immediately re-convene in open meeting and take a roll call vote on the following:]*

I move that Council certify that to the best of each member's knowledge, as recognized by each Council member's affirmative vote, that only such public business matters lawfully exempted from Open Meeting requirements under the Virginia Freedom of Information Act as were identified in the motion by which the Closed Meeting was convened were heard, discussed or considered in the Closed Meeting by Council, and that the vote of each individual member of Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council

4

The regular meeting of the Town Council of the Town of Front Royal, Virginia was held on January 13, 2020, in the Warren County Government Center's Board Meeting Room. Mayor Tewalt led Council and those attending in the Pledge of Allegiance to the flag and a Moment of Silence. The roll was called at 7:00 p.m.

PRESENT: Mayor Eugene R. Tewalt
Councilman Gary L. Gillispie
Councilman Jacob L. Meza
Councilman Eugene R. Tewalt
Councilman Letasha T. Thompson
Vice Mayor William A. Sealock
Town Attorney Douglas W. Napier
Interim Town Manager Matthew A. Tederick
Clerk of Council Jennifer E. Berry, MMC

ABSENT: Councilman Chris W. Holloway

(The above listed members represent the full body of Council as authorized in the Town Charter.)

Councilman Gillispie moved, seconded by Vice Mayor Sealock that Council Regular Council Meeting minutes of November 25, 2019, December 9, 2019 and Special Meeting Minutes of January 6, 2020.

Vote: Yes – Gillispie, Meza, Sealock and Thompson
No – N/A
Abstain – N/A
Absent – Holloway
(Mayor Tewalt did not vote as there was no tie to require his vote)

RECEIPT OF PETITIONS OR CORRESPONDENCE FROM THE PUBLIC

Melody Hotek, of 1221 Valley View Drive, noted that she was the President of Front Royal Warren County Tree Stewards and she was pleased that the Town was recognizing David Means for his service to the community. Ms. Hotek stated that Mr. Means has given tirelessly over the years to the Urban Forestry Advisory Board and the Tree Stewards are also thankful for the way Mr. Means has donated his efforts to the public. Ms. Hotek added that Mr. Means is extremely passionate about trees and the community and the Town has been very lucky to have David as well as Ann Rose, the Town's retiring Horticulturist, who has been as equally involved in the Town's beautification. She stated that David and Ann have worked closely with the Town Boards and for the community and she wishes them both success as they move forward.

Chris Ramsey, 400 Fulton Lane, noted that there seemed to a conflict between Town policy and Town Code which revolves around everyday terms that have implications and consequences. He stated that the terms are: water and sewer tap fees and water and sewer access fees, and this was not new territory for the Town. Mr. Ramsey explained that with the recent changes undertaken, there are consequences. He stated that 25 years ago when building a home in Front Royal, the tap fees were paid and the Town installed the taps. He noted that if the lot happened to be located where the taps were already installed as required by Code, the applicant was given a credit for the work which had already been completed. Mr. Ramsey explained that it was not

precisely equitable, though it was a token towards those costs. He further noted that the practice was changed as it was costing the Town more to make the taps than the fees that were being collected. He stated that the Town has continued to collect the fees which have been labeled tap fees in error, as they are actually access/availability fees.

Mr. Ramsey reiterated that if tap fees are paid for; He expects tap fees, as do most individuals. He noted that the community feels that they have been misled and instead of changing the form to access fees, the Town will begin installing the taps and this will be at the expense of those that actually understand the process. Mr. Ramsey explained that the previous system charged everyone equally for access to the water system, the Town is now running the lines to individual properties at the expense of the rest of the Town users. He added that he understands the difference between tap fees and access fees, and he asked if Council would acknowledge the difference and rectify the inequality that has come to the surface. Mr. Ramsey stated that it was unfair for the Town to install taps for free for some and charge others. He asked Town Attorney Napier if the policy was sustainable if the matter was challenged.

John Jaroma, of 28 Ashlawn Court, noted that he recently moved her last year and during snow events on Leach Run Parkway, the snow on the sidewalks was not shoveled. He expressed concern that the students were in danger while walking to and from school. Mr. Jaroma stated that he feared for ice melting and refreezing the next day and during the night. He noted that he would assume there is an ordinance to remove snow when it is in front of homes and businesses, and it should be enforced.

Mr. Jaroma stated that stop signs are being ran throughout the community as well, and he had issue with those running red lights and stop signs. He noted that along Colonial Drive it seemed to be a major issue.

Linda Allen, of 15 Massie Avenue, stated that:

There are three points I want to cover this evening. The first point is a thank you. The second point is a fact offered to prevent a misconception about the past role of the EDA in town development. The third point is an invitation to a program that will be held at Samuels Public Library on economic development.

All three points are related to economic development in essence and the cooperation needed from all of us if we are to succeed in resolving our separate issues as well as our joint difficulties. Both the town and EDA are or will struggle with expensive projects. For the town, one example is I & I projects; another large cost will be fixing the wastewater plant. The EDA will struggle to stay afloat financially and we directly do influence that situation. The town will also struggle to enhance economic growth which costs money, too, among the negative issues we must address and pay for.

First, thank you, Mayor Tewalt, for visiting the EDA meeting. I believe that granting worth and respect to the EDA is significant and necessary. Every time I hear the word lawyer connected to the town and EDA joint issue of the police station, I think of the sign about the brothers in the Civil War on opposite sides—driven apart. We likewise have a community in which we are known to each other and the method for problem solving has turned to lawyers which means that we can be driven apart, good will destroyed when we can use our words directly with one another to

negotiate settlements. That may produce economic growth which affects the tax rates we pay if we don't have economic development.

Second, most of the businesses in downtown Front Royal and even in the surrounding area of the town come about by means other than the EDA. Therefore, the town having a separate EDA is not necessary for commercial/industrial/business development. I am not using names to illustrate this fact because I did not have time to get permission to explain some projects with the names of the persons used in those independent projects. In this effort to thrive and prosper together, we are all ambassadors for the reputé of our town which means that every one of us has a role in presenting our town to its best advantage and aiding the effort to sell desirable properties.

The third point is an invitation to participate in economic development be that ever so casual and by having fun sharing ideas on February 6, at the Samuels Public Library, 6 p.m. to 7:45 p.m. in a program called You are the Town/County Planner: What Goes in Our Available Spaces? Two expert planners will be on hand; Doug Parsons is expected to come as is Frank Lagasse with his analysis of our downtown Front Royal situation. We want the public, property owners, shop keepers, and investors to come. It will have background information available about actual properties that are highly marketable. Given that Town Council has to make decisions about economic development, we want you to come share your hopes and knowledge in a joint enterprise that can produce viable results.

Mr. Tederick noted that:

- The Town's Purchasing Agent, Mrs. Scott, received the Certified Professional Buyer acknowledgement; and the Town's Risk Manager, Laura McIntosh, received her BA in Human Resources, and he congratulated both employees;
- There are water line breaks on Christmas Eve, Christmas Day, and other holidays, and he would like to recognize the Public Works employees that worked on Christmas morning and thank them for their service and dedication to the Town, including Robert Boyer, Tony Rogers, Allen Pack, James Thomas, Ryan Silvius, Chris Riley, Brent Hankins, Garrett Mathews, Matthew Winters, Bobby Williams and Karl Greeley;
- The Town will hold three downtown meetings regarding the Village Commons area changes on January 16, January 30, and February 13 at the Warren County Community Center and he invited citizens and business owners to attend; and
- The Town Business Offices will be closed Monday, January 20th for Martin Luther King, Jr. Day.

Mayor Tewalt extended his thanks to the Town employees for their work and dedication. Mr. Gillispie voiced his appreciation to the Town crews that give so much to the community.

Mrs. Thompson stated that there is a rumor circulating that the Village Commons meetings are in regard to deciding between Family Fun Day and the Wine Festival, and that was not the case.

Mayor Tewalt recognized David B. Means for his many years of service on Urban Forestry Advisory Commission and presented him with a plaque for his dedication.

Mayor Tewalt announced items he would like to see take place in the coming year. He voiced support for meeting with the Board of Supervisors to work together for the community, as we are all members of the County of Warren. He noted that he would be asking Council to repair

matters within the Town regarding I&I, and he would be asking Council to set aside \$3 million for the repairs for I&I.

Mayor Tewalt noted that he would like to work towards repairs of streets and bridges. He stated that he would like an enhanced tourism department, to continue to work with the Town's Tourism Director and the Tourism Advisory Board. Mayor Tewalt voiced support of setting up an economic Development Committee to strengthen the community and our businesses. He noted that he would like to enhance North and South Royal Avenue, as well as Commerce Avenue in order to be more presentable to our citizens and our tourists as they enter the Town.

Mayor Tewalt stated that he would like the community safer for pedestrians that walk in the community. He noted that he would like to work with developers to establish a retirement community for those 55 or older. Mayor Tewalt noted that setting up a third Thursday of the month Town Hall meeting was important and he would like that to begin in February. He stated that it was important to bring on a new Town Manager as soon as possible.

Mayor Tewalt asked if there were any proposals for additions or deletions to the agenda.

Ms. Berry advised Council of the three changes to the agenda, including a typo on Consent item 7B, which stated County and should reflect "Town"; number 11 that now includes the winterization of the Afton Inn; and agenda number 12 that includes the scope of services for Health Insurance Consultant Services which was just received.

CONSENT AGENDA ITEMS

A. COUNCIL APPROVAL – Budget Amendment for Broadcast Communication

Hardware Approve a FY20 budget amendment to allocate \$51,426 from PEG (Public, Educational, Government) Access Channel fees from two franchise agreement renewals for the purchase of hardware for broadcast communication systems.

B. COUNCIL APPROVAL – Happy Creek Road Phase II Preliminary Engineering

Consultant Approve Rummel, Klepper & Kahl, LLP (RK&K) as the consultants to perform the preliminary engineering improvements to Happy Creek Road beginning at the end of Phase I improvements and continuing to the Warren County Line (Phase 2 and 3) in the amount of \$68,587.20, and to complete the VDOT Smart Scale Funding application for this project.

C. COUNCIL APPROVAL – Audit and Finance Committee – Meza and Gillispie

Appoint Councilman Meza and Councilman Gillispie 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, 2020.

Councilman Meza moved, seconded by Councilman Gillispie that Council approve the consent agenda as presented.

Vote: Yes – Gillispie, Meza, Sealock and Thompson

No – N/A

Abstain – N/A

Absent – Holloway

(Mayor Tewalt did not vote as there was no tie to require his vote)

BY ROLL CALL

COUNCIL APPROVAL – Amendment to Budget for Outstanding Purchase Orders*(2nd Reading)*

Summary: Council is requested to adopt on its second and final reading an amendment to the FY2019-2020 Budget in the amount of \$11,182,627.66 for a list of outstanding purchase orders that need to be carried forward to the FY2019-2020 budget cycle to complete unfinished projects.

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

General Fund \$ 796,160.21
Special Projects 1,499,319.22
Electric Fund 540,077.52
Sewer Fund 4,302,633.43
Water Fund 2,917,420.97
Solid Waste Fund 247,739.29
Street Fund 879,277.02
TOTAL \$11,182,627.66

Councilman Meza moved, seconded by Councilman Thompson that Council adopt on its second and final reading an amendment to the FY2019-2020 Budget in the amount of \$11,182,627.66 for outstanding purchase orders to be carried forward to the FY2020-2021 budget cycle to complete unfinished projects, as presented.

Vote: Yes – Gillispie, Meza, Sealock and Thompson
No – N/A
Abstain – N/A
Absent – Holloway
(Mayor Tewalt did not vote as there was no tie to require his vote)
BY ROLL CALL

COUNCIL APPROVAL – Ordinance Amendment to Town Code Section 134-71(A)(1)(e) pertaining to Personal Guaranty for Business Entities *(2nd Reading)*

Summary: On September 9, 2019 Council adopted an amendment to Town Code Chapter 134-71 pertaining to utility account payments and termination of service in an effort to decrease the Town's bad debt on utility accounts. During this time, it has come to the attention of staff that some commercial users have no ability to provide a personal guarantee without a legal liability challenge. It was also identified that commercial users were not included in the Town's acceptable credit history waiver of a utility deposit. Therefore, Council is requested to adopt on its second and final reading an ordinance to remove Town Code Section 134-71(A)(1)(e) pertaining to personal guaranty for business entities in its entirety and to remove the word "residential" in Service Location Deposit Waiver to allow commercial service locations to be included in the waiver of deposits, as presented.

Since the Public Hearing on December 9, 2019 Section 134-71(A)(4)(a) and (b) was identified by Staff as also requiring change to the Interest and Refunds for commercial users so they have the ability to be refunded deposits if they have good credit after one year, as presented.

Councilman Thompson moved, seconded by Councilman Meza, that Council adopt on its second and final reading an ordinance to remove Town Code Section 134-71(A)(1)(e) pertaining to personal guaranty for business entities in its entirety and to remove the word "residential" in Service Location Deposit Waiver to allow commercial service locations to be included in the waiver of deposits and 134-71(A)(4)(a) and (b) to allow commercial users the ability to be refunded deposits if they have good credit after one year, as presented.

Councilman Meza noted that this change still allows for letters of credit to ensure that payment will proceed for commercial and residential users.

Vote: Yes – Gillispie, Meza, Sealock and Thompson
No – N/A
Abstain – N/A
Absent – Holloway
(Mayor Tewalt did not vote as there was no tie to require his vote)
BY ROLL CALL

COUNCIL APPROVAL: Downtown Revitalization Area Engineering/Landscape Architecture Services

Summary: Council is requested to approve a contract for engineering and landscape architecture services with EPR, P.C. in the amount of \$70,000 to prepare a conceptual parking, streetscape and property acquisition plan for the Downtown Revitalization Area with funds allocated from the Community Development Block Grant (CDBG).

Budget/Funding: Parking Study – 9130-R47984 – CDBG Public Improvement - \$70,000

Councilman Gillispie moved, seconded by Councilman Thompson, that Council approve a contract for engineering and landscape architecture services with EPR, P.C. in the amount of \$70,000 to prepare a conceptual parking, streetscape and property acquisition plan for the Downtown Revitalization Area with funds allocated from the Community Development Block Grant (CDBG).

Councilman Meza stated that this funding was from the grant and not from taxpayers.

Vote: Yes – Gillispie, Meza, Sealock and Thompson
No – N/A
Abstain – N/A
Absent – Holloway
(Mayor Tewalt did not vote as there was no tie to require his vote)
BY ROLL CALL

COUNCIL APPROVAL – Budget Amendment for Executive Search Firm, Health Insurance Consultant and Future Funding for Happy Creek Road Property Acquisition and Winterization of the Afton Inn

Summary: Council is requested to approve a budget amendment in the amount of \$101,000 to allocate \$21,000 for the Health Insurance Consultant, \$25,000 for Executive Search Firm and \$40,000 for possible future acquisition of property for Happy Creek Road Phase 2. Meals Tax and Sales Tax are tracking above FY20 budgeted amounts. It

is anticipated that revenue received during FY20 will accommodate the proposed budget amendment.

Budget/Funding: Funding for these projects can be obtained by utilizing additional funds collected in FY20 Meals Tax Revenue Line Item by \$43,000, the Sales Tax Line Item \$43,000 and transferring \$40,000 from these revenues to the Community Development Fund for Happy Creek Road Phase 2.

1000-3121101 General Fund Meals Tax Revenue - \$50,500
 1000-3120101 General Fund Sales Tax Revenue - \$50,500
 1202-43002 Human Resources Professional Services - \$21,000
 1202-43002 Human Resources Professional Services - \$25,000
 4302-43002 Buildings & Grounds Professional Services - \$15,000
 9790-49015 General Fund Transfer to Community Development Fund - \$40,000
 1800-3510105 Community Dev. Fund Transfer from General Fund - \$40,000
 1800-47518 Community Dev. Fund Happy Creek - \$40,000

Councilman Meza moved, seconded by Councilman Gillispie that Council approve a budget amendment in the amount of \$101,000 to allocate \$21,000 for the Health Insurance Consultant, \$25,000 for Executive Search Firm, \$40,000 for possible future acquisition of property for Happy Creek Road Phase 2 and \$15,000 for winterization of the Afton Inn by utilizing additional funds collected in FY20 Meals Tax Revenue Line Item by \$50,500, the Sales Tax Line Item \$50,500 and transferring \$40,000 from these revenues to the Community Development Fund for Happy Creek Road Phase 2.

Councilman Meza asked for some clarification on the line item for Afton Inn winterization. Mr. Tederick stated that the action is the preparation of the change that should Council decide to move on the items then the budget is prepped with funds for those items. He added that there is no decision on the Afton Inn for winterization; though the funds are available.

Vote: Yes – Gillispie, Meza, Sealock and Thompson
 No – N/A
 Abstain – N/A
 Absent – Holloway
 (Mayor Tewalt did not vote as there was no tie to require his vote)
 BY ROLL CALL

COUNCIL APPROVAL - Health Insurance Consultant Services

Summary: Council is requested to approve the award of health insurance consulting services to Gallagher in the amount of \$40,000 with an optional \$2,500 portal.

Councilman Gillispie moved, seconded by Councilman Meza that Council move that approve the award of health insurance consulting services to Gallagher in the amount of \$40,000 with an optional \$2,500 portal.

Councilman Meza noted that he was excited to move forward with this evaluation for the Town employee health insurance. He stated that Council has made some attempts at this and this firm will do an in-depth evaluation and suggest changes for the possible future. He stated that the Town has little control for the future and it allows the Town to work towards a stable plan for the Town's employees and benefits.

Vote: Yes – Gillispie, Meza, Sealock and Thompson
No – N/A
Abstain – N/A
Absent – Holloway
(Mayor Tewalt did not vote as there was no tie to require his vote)

BY ROLL CALL

Councilman Meza moved, seconded by Councilman Thompson that Council adjourn the meeting.

Vote: Yes – Gillispie, Meza, Sealock and Thompson
No – N/A
Abstain – N/A
Absent – Holloway
(Mayor Tewalt did not vote as there was no tie to require his vote)

There being no further business, the Mayor declared the meeting adjourned at 7:43 p.m.

APPROVED:

Jennifer E. Berry
Clerk of Council

7A



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

Item # 07A

Meeting Date: January 27, 2020

Agenda Item: COUNCIL APPROVAL - Waiver of Zoning Permit Fee for Churches Participating in the Front Royal Thermal Shelter Program

Summary: Staff has received a request from Mr. Boyer, Trustee Chairman of the Riverton United Methodist Church to waive the Zoning Permit Fee of \$10.00 for all churches participating in the Front Royal Thermal Shelter Program.

Budget/Funding: None

Attachments: Mr. Boyer's request is attached

Meetings: None

Staff

Recommendation: Approval_____ Denial_____

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

Proposed Motion: I move that Council approve the waiver of the \$10.00 Zoning Permit Fee for all churches who participate in the Front Royal Thermal Shelter Program. I further move that Council direct staff to refund those churches who may have already paid the \$10.00 Zoning Permit Fee to participate in the Front Royal Thermal Shelter Program.

*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: _____

Front Royal Mayor, Vice Mayor Council members and Town Manager;

As you may know, 12 churches in the city have volunteered to help the Front Royal Thermal Shelter program for the homeless this winter season.

These churches provide, for a week or two period, a warm place to stay overnight, and 3 meals each day including dinner, breakfast and a bagged lunch for those willing to participate in the program.

I was surprised to learn today, on applying for the appropriate Front Royal City's permit, that a \$10.00 fee was being charged to each of the churches volunteering in the program. The Warren County Supervisors, in 2019, waived their County fees for this important effort.

I would like to urge you to place this Front Royal Thermal Shelter permit fee on your Monday 1/27/2020 agenda and then vote to approve the waving of this fee at that meeting. This act is all in the spirit of helping others in need. It will also act as a goodwill gesture to the participating churches.

Thank you,
Fred Boyer Trustee Chairman
Riverton United Methodist Church

7B



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

Item # 07B

Meeting Date: January 27, 2020

Agenda Item: COUNCIL APPROVAL - Waiver of Water and Sewer Connection Fees for Duplex at Corner of Brown Avenue and Cherrydale Avenue – Habitat for Humanity

Summary: Staff has received a request from Habitat for Humanity of Warren County to waive the water and sewer tap fees in the amount of \$15,068 for a new duplex build at the corner of Brown Avenue and Cherrydale Avenue (*Tax ID: 20A613 6 B*). There is one pre-existing tap at the address therefore only one tap requires the waiver. Town Council discussed this request in a work session on January 21, 2020 and advised Staff to execute an agreement with the property owner(s) to place a lien on the property for the one water and sewer connection instead of the waiver.

Budget/Funding: None

Attachments: Request from Habitat for Humanity and the amount of one residential tap fee

Meetings: Work Session held January 21, 2020

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 direct Staff to execute an agreement with the property owner(s) to place a lien on the property in the amount of \$15,068.00 for one water and sewer connection fee as there is one pre-existing water and sewer connection in place for the duplex build proposed at the corner of Brown Avenue and Cherrydale Avenue by Habitat for Humanity.

*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: _____



PO Box 323
Front Royal, VA 22630-0007
(540) 551-3232

January 3, 2020

Matthew Tederick, Interim Town Manager
Town of Front Royal
102 E Main Street
P.O. Box 1560
Front Royal, VA 22630

Warren County Habitat for Humanity's goal is to provide affordable homes for area families in the median income range who are unable to qualify for conventional bank mortgages to own a house. The nonprofit organization relies heavily on donors and volunteers to construct homes.

We are requesting a waiver of the water and sewer tap fees for our new duplex build at LT-B B-6 Viscose City at the corner of Brown Avenue and Cherrydale Avenue (Tax ID: 20A613 6 B).

Receiving the waiver will help lower the mortgage payment which will make the home more affordable for the chosen family.

Thank you for considering this request. If you need additional information or have any questions, please contact me at (540)551-3232 or jessica@warrencountyhabitat.org.

Sincerely,

A handwritten signature in purple ink that reads "JPriestCahill".

Jessica Priest-Cahill
Executive Director



Building houses, building hope

THIS SECTION TO BE COMPLETED BY DEPT OF ENVIRONMENTAL SERVICES

Confirmation from Director of Finance that Taxes have been paid in full: ____ Date: _____

Signature: _____

FEES:

Water Connection Fee \$ 4,340.00

Water Additional Fee \$ 496.00

Fire Suppression Fee N/A

Sub Total (Water) \$ 4,836.00

Sewer Connection Fee \$ 9,750.00

Sewer Additional Fee \$ 482.00

Sub Total (Sewer) \$ 10,232.00

TOTAL **\$15,068.00**

Public Works Director Signature: _____ Date: _____

134-71.1 PURCHASE OF WATER AND SEWER TAPS

A. A water and sewer connection can be purchased from the Town of Front Royal only for a specific, designated building site or lot.

B. Once an application to purchase a water and sewer connection has been received, the connection shall not be transferrable to another site.

C. If the water and sewer connection is not installed within twelve (12) months from the date of purchase because the purchaser is not ready for actual installation, the purchase shall be voided and the purchase price alone shall be refunded without interest.

D. Water and sewer connection fees shall be paid upon application. However, when a single developer in a single application requests the purchase of six (6) or more water and sewer taps for six (6) or more building units, the connection fee for each tap may be paid upon actual installation of each respective tap. **(Ord. No. 2-86 Added Entire Section 2-10-86-Effective Upon Passage)**

7C



Town of Front Royal, Virginia Council Agenda Statement

Item # 07C

Meeting Date: January 27, 2020

Agenda Item: COUNCIL APPROVAL - Acceptance of Funds to Complete Improvements to Intersection of W. 17th Street and N. Shenandoah Avenue for Sheetz Project

Summary: Sheetz purchased the Shenandoah Motel and intends to build a store/gas station at the location this year. The development would consist of 10 fuel pumps and a store that is approximately 4,906 square feet. The site plan includes the required amount of parking, landscaping, and an underground stormwater management facility. A full entrance is proposed on N Shenandoah Avenue and W 17th Street, the former being the primary access point. A site plan was recently approved by the Planning Commission. During the site plan review process the Planning Commission expressed concerns about congestion in general and the narrowness of the intersection on W. 17th Street. A signal warrant analysis was conducted by Sheetz, in consultation with VDOT, and a traffic signal was not recommended at the location. Sheetz offered to donate money to the Town to add a slip-lane that would improve the level of service at the intersection by separating right-turn movement from left-turn movement. A very small amount of property (479 square feet) would also need to be obtained from the adjacent bank property. Council is requested to accept the funds through a Developer's Cash Escrow Agreement with the Town in the amount of \$23,322 for the Town to complete the project by installing the slip lane and acquiring the needed right-of-way within two (2) years.

Budget/Funding: None

Attachments: An illustration of the proposed slip-lane (right-turn lane), an estimate of the cost of the improvements and a draft cash escrow agreement between Sheetz and the Town.

Meetings: Work Session held January 21, 2020

Staff

Recommendation: Approval_____ Denial_____

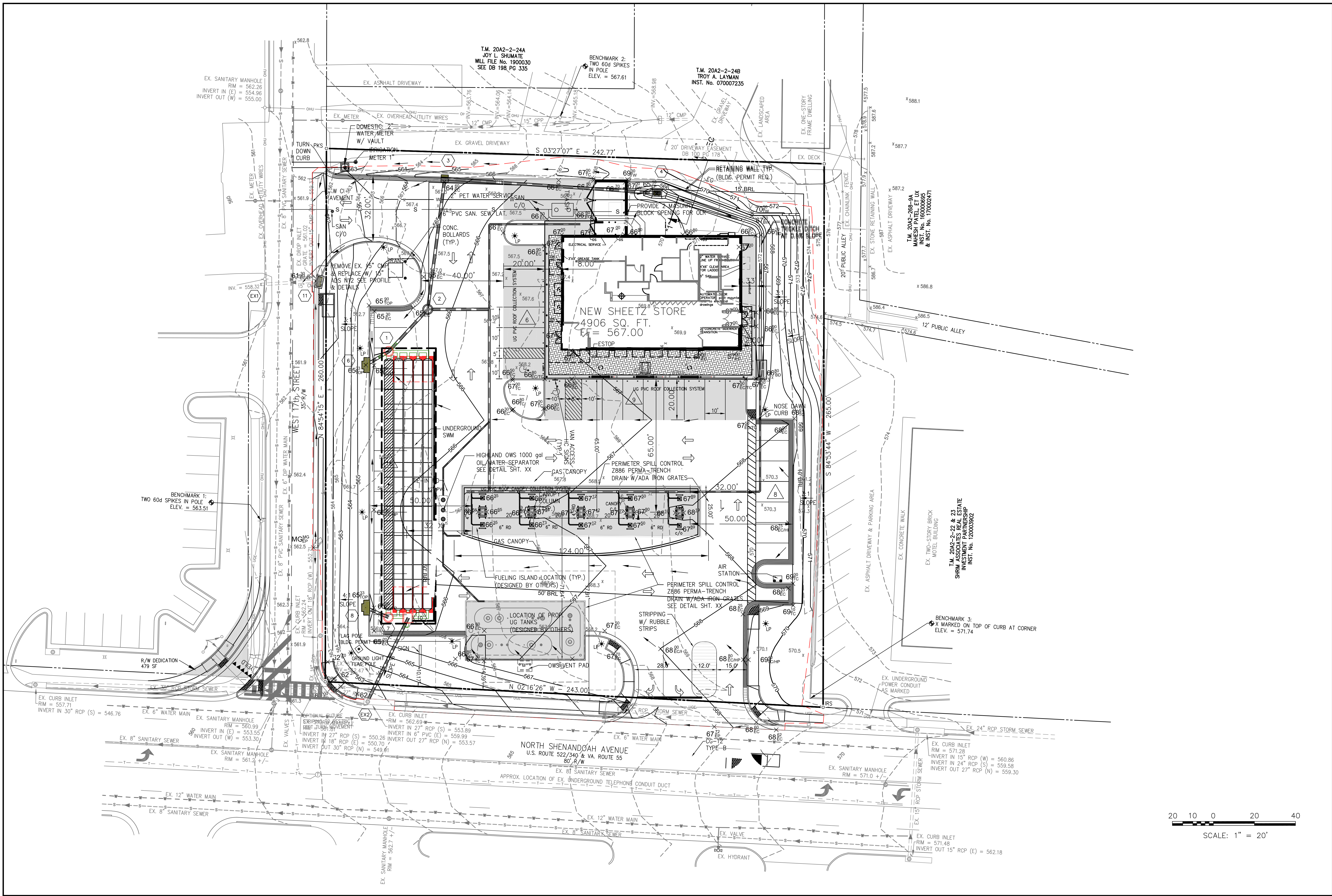
Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council accept the Developer's Cash Escrow Agreement between Sheetz, Inc. and the Town of Front Royal in the amount of \$23,322 for the Town to complete the W. 17th Street and Shenandoah Avenue Intersection Improvements, by adding a slip-lane and to acquire 479 square feet of right-of-way from the adjacent bank property within two years.

*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: _____



17th STREET SLIP LANE EXHIBIT	
17th STREET - SHEETZ	
TOWN OF FRONT ROYAL, VIRGINIA	
DATE:	NOV. 6, 2019
SCALE:	AS SHOWN
DESIGNED BY:	INT
FILE NO.	6762

PROUDLY SERVING VIRGINIA & WEST VIRGINIA
OFFICES IN: WINCHESTER, VA & MARTINSBURG, WV

151 Windy Hill Lane
Winchester, Virginia 22602
Telephone: (540) 662-4185
Fax: (540) 722-9528
www.greenwayeng.com

17th St. Slip Lane Opinion of Probable Cost

Item	Quantity	Units	Unit Cost	Item Cost
Asphalt/Conc. Demo	108	SY	\$ 20	\$ 2,160
CG-2 Curb	47	LF	\$ 30	\$ 1,410
CG-6 Curb	90	LF	\$ 40	\$ 3,600
CG-12 HC Ramps	3	EA	\$ 670	\$ 2,010
Concrete Infill	88	SF	\$ 10	\$ 880
4' Sidewalk	38	SY	\$ 80	\$ 3,040
ROW Acquisition	479	SF	\$ 15 *	\$ 7,180
Subtotal				\$ 20,280
Mobilization, MOT, Contingency			15%	\$ 3,042
Total				\$ 23,322
*Based on assessed land value of parcel divided by the square footage of the parcel				

Developer's Cash Escrow Agreement with Town of Front Royal
Sheetz donation of funds for W 17th Street Intersection Improvements

Developer Name: Sheetz, Inc.

Type of Entity: a Pennsylvania corporation

Developer Address: 5700 6th Avenue, Altoona, PA 16602, Attn: Real Estate Counsel

Developer Telephone Number: 814-946-3611

Development/Project Name: _____

Development/Project Type: _____

Date: _____

Amount: \$ _____

This Developer's Cash Escrow Agreement (this "Agreement"), by and between the Developer named above and the Town of Front Royal, Virginia, entered into the date first named above.

Whereas, Developer submitted a site plan application for the above-named project, and during the review process with the Front Royal Planning Commission it was agreed that Sheetz would donate the amount of money specified above for certain improvements to the intersection of W. 17th Street and N Shenandoah Avenue, as illustrated in the attached exhibit; and

Whereas, said plat or plan shows or describes public facilities or improvements; and

Whereas, the parties desire to provide the specified funds for these public facilities by cash escrow; and

Whereas, said funds will return to the developer if the described public facilities or improvements are not completed within two (2) years from when such funds are paid to the Town of Front Royal; and

Now, therefore, for the filing of the cash escrow in the amount name above, the parties agree as follows:

The Developer herewith deposits with the Town a sum of cash/certified check in the amount shown above (the "Funds") to be held in escrow on the following terms:

- 1) The Developer shall deliver the Funds to the Town simultaneously with the delivery of this Agreement, and the Town shall deposit the Funds in a segregated, interest-bearing account (or accounts necessary to ensure the Funds are fully insured).
- 2) The Funds shall only be used by the Town in furtherance of the construction the improvements illustrated in the attached exhibit, including any permitting, certification, design, construction or land acquisition costs that are necessary in connection therewith; provided, however, that any and

all interest earned on the Funds while in escrow shall at all times remain the property of Developer. Prior to releasing/utilizing any of the Funds in furtherance of such improvements, the Town shall provide the Developer with written notice of its intention to do-so, together with a summary, in reasonable detail, of the status of such improvements and, if not yet complete, the estimated completion date. In the event the Funds are properly utilized by the Town in furtherance of the specified public improvements in accordance with the terms of this Agreement, then, upon completion of such improvements, the Town shall deliver to the Developer all interest earned on the Funds without necessity of demand; provided, however, without limiting the foregoing, the Town shall, in any event, deliver such interest within thirty (30) days of Developer's written demand therefor at any time following the completion of the specified improvements.

- 3) Should the Town not complete (or cause the completion of) the specified public improvements within two (2) years from the date of this Agreement first set forth above (the "Project Completion Deadline"), the Town shall be deemed to have waived any rights in, and may not thereafter utilize, the Funds for any purpose, and the Funds (together with any and all interest earned thereon) shall be promptly returned to the Developer, without necessity of demand or any further action by Developer. Without limiting the foregoing, the Town shall, in any event, return the Funds to the Developer within thirty (30) days of Developer's written demand therefor at any time following the expiration of the Project Completion Deadline if the specified public improvements have not been completed as set forth above.
- 4) This Agreement is to be governed by the laws of the State of Virginia and the Town of Front Royal.

Given under our hands this _____ day of _____, 20____.

Developer:

Signature: _____

Print Name: _____

Title: _____

Town of Front Royal:

By: _____

Matt Tederick, Interim

Town Manager

Witnessed: _____

Approved as to Amount:

Approved as to Form:

Jeremy F. Camp
Director of Planning & Zoning

Douglas W. Napier
Town Attorney

In the event that any provision contained herein is determined by a court of competent jurisdiction to be unenforceable the remaining provisions herein shall remain in full force and effect.

7D



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

Item # 07D

Meeting Date: January 27, 2020

Agenda Item: COUNCIL APPROVAL - Sole Source Purchase of Water Meters

Summary: Council is requested to approve the purchase of Neptune R9001 E-Coder Radio Read Water Meters from Core & Main in the amount of \$176,200.50.

Budget/Funding: Public Works Line Item 9617-R47001 Meter Reading - Water

Attachments: Memorandums from Purchasing Manager and Public Works Director, Letter from Neptune Technology Group, Inc.

Meetings: None

Staff

Recommendation: Approval_____ Denial_____

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

Proposed Motion: I move that Council approve the purchase of Neptune R9001 E-Coder Radio Read Water Meters from Core & Main in the amount of \$176,200.50.

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

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

Approved By: _____



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: January 21, 2020
To: Tina Presley, Senior Executive Assistant
From: Alisa Scott, Purchasing Manager
RE: Request to Add Consent Agenda Item

The Town's purchase of various sizes of Neptune water meters in the amount of \$176,200.50 qualifies as a sole source procurement in accordance with the Virginia Public Procurement Act because Core & Main is the only source practicably available. The Neptune water meters are already in use by the Town, and the remote reading radio devices which the Town currently uses will only work with these water meters. It would be unreasonably expensive to purchase any other type of water meter. Core & Main is the exclusive distributor for Neptune water meters for the Virginia, West Virginia, and Maryland markets.

Staff recommends Council award the purchase of Neptune water meters per the Core & Main quote for \$176,200.50. Town Council is requested to review and approve the award. Attached to this memo is a recommendation memo from Robbie Boyer, Director of Public Works as well as a Sole Source letter from Neptune. Please add this action item to the next available Town Council agenda.

Funding for this request is encumbered in the Public Works line item 9617-R47001 Meter Reading - Water.

The sole source purchase is anticipated to be awarded by the Town on or about January 27th, 2020.

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

Memo



Town of Front Royal Public Works

TO: Alisa Scott, Purchasing Manager
FROM: Robert Boyer, Public Works Director
CC: B.J. Wilson, Director of Finance
DATE: January 17, 2020
RE: Request to purchase radio read water meters

I would like to request moving forward with the purchase of Neptune R900I E-coder radio read water meters from Core & Main for the quote amount of \$176,200.50. We have the funding currently available in 9617-R47001 under PO# 28992 to cover the cost of the purchase. This will allow the Public Works department to continue moving forward with upgrading the Town's meter system to radio read. If you have any questions or need any further information just let me know.



January 10, 2020

To whom this may concern:

Neptune Technology Group Inc. sells and services Neptune meters, parts and AMR systems through trained and certified distributors throughout the United States and Canada.

Core and Main, located in Martinsburg, WV is Neptune's exclusive distributor for the Virginia, West Virginia and Maryland markets.

Please let me know if I can be of further assistance.

Sincerely,

Mitch D. Elliott

Southeast Regional Manager



Core & Main
842 Panorama Road
Montross, VA 22520
Phone (804) 493-8085

Town of Front Royal

1/17/20

ATTN: Alisa Scott

E-mail: ascott@frontroyalva.com

SUBJECT: 5/8" – 2" T-10 METERS; 5/8" & 1" EXPANSION CONNECTIONS

We wish to quote as follows.

Meters with ProCoder)R900i Registers w/6' Antennas

500	5/8" x 5/8" T-10 Meters	\$	245.00 each
50	1" T-10 Meters	\$	395.00 each
15	1-1/2" T-10 Meters	\$	625.00 each
50	2" T-10 Meters	\$	750.00 each
500	EC-1 – 5/8" Expansion Connections	\$	22.56 each
50	EC-4 – 1" Expansion Connections	\$	<u>40.91 each</u>
TOTAL		\$	176,200.50

Please let us know if you need anything else.

Thank you,
Debbie Hennage
Inside Sales
Cc: Charles Dye

Local Knowledge
Local Experience
Local Service, Nationwide®

8



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

Item # 8

Meeting Date: January 27, 2020

Agenda Item: COUNCIL APPROVAL - Amendment to Employee Handbook – Inclement Weather Policy

Summary: The Town's current Inclement Weather Policy does not support safety considerations for staff and penalizes staff who cannot come to work during extreme weather conditions. Council is requested approve an amendment to The Employee Handbook to reflect changes in the Inclement Weather Policy.

Budget/Funding: None

Attachments: Draft Policy

Meetings: Work Session held January 21, 2020

Staff

Recommendation: Approval_____ Denial_____

Proposed Motion: I move that Council approve an amendment to the Inclement Weather Policy to be included in the Employee Handbook 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: _____



TOWN OF FRONT ROYAL, VA

Inclement Weather Policy

XV. Inclement Weather

~~During inclement weather conditions all municipal offices remain open to serve the citizens of Front Royal, and employees are expected to report to work. In situations of extreme weather conditions, Department Directors shall determine the staffing levels required to meet citizen/ customer needs and may allow liberal leave usage so that employees who are concerned about their travel safety may use appropriate accrued leave. In these cases, supervisory approval for leave usage is required.~~

POLICY

It is the policy of Town of Front Royal to remain open during most periods of inclement weather. However, where extraordinary circumstances warrant, the Town Manager or his designee may authorize the closure or delay of Town offices and facilities. Employees should monitor the local radio, Town's website and designated social media sites for announcements, or contact their supervisor about any questions in reference to reporting to work during adverse weather or emergency conditions. The policy and procedures below outline the responsibilities of essential and non-essential employees during inclement weather.

DEFINITIONS

Tier 1 Employees – Employees whose job functions require that he/she report to work, regardless of environmental factors, to provide essential services to the public, or provide direct leadership or support. These are departments that typically operate on a 24-hour a day rotating schedule or play a critical role in maintaining the safety and services to the Town.

Tier 2 Employees – Employees whose job functions are not considered critical for maintaining the safety and services to the Town who are not required to report to work during an inclement weather event.

PROCEDURES

Operating Status:

OPEN

Town offices are OPEN – Employees who report to work will receive their normal pay for the day. If an employee elects not to report to work when facilities are open, the employee will be required to use his or her available leave.

Regardless of whether the facility is open or closed, it is each employee's decision as to whether it is safe to report to work during inclement weather. Employees must advise



TOWN OF FRONT ROYAL, VA

their manager or supervisor as soon as possible if they are unable to report to work due to inclement weather.

CLOSURE OR DELAYED OPENING

Tier 1 Employees – The Town has an important obligation to its citizens and community. Tier 1 Employees (as pre-determined by the department head, department manager, or Town Manager) must report to work. Tier 1 Employees who do not report to work as scheduled during inclement weather conditions will not be paid (Unauthorized Leave Without Pay), nor granted the use of accumulated leave for time missed from work and may be subject to disciplinary action. In the event of reasonable tardiness, the department head may request approval from the Town Manager to allow the use of accumulated leave for hours not worked.

Tier 2 Employees – Tier 2 Employees will be paid in accordance with their regular work schedule for the time that offices are mandated to be closed. Personal leave balances are not charged during a mandated closure or delay. Department heads, department managers and the Town Manager should anticipate inclement weather and prepare all Tier 2 Employees to work from home if possible and practical. Work may consist of training (book, online, video) or customary daily activities should job descriptions allow.

IMPORTANT

Employees on vacation, sick, or personal leave, or otherwise not scheduled to work during the affected period of time are not eligible to be paid under this policy.

Non-Exempt Employees: Late arrivals must use accumulated leave for missed time during an open status. If an employee requests early departure, they are required to use personal leave for the remainder of their normal scheduled work hours, even if offices are later closed by the Town Manager.

In the event that non-exempt employees are required to remain at work, or report to work after closure, they may be compensated at their regular rate of pay or receive compensatory time for the time worked beyond the designation. Time absent from work due to inclement weather is not counted as hours worked when computing weekly overtime.

WORK

SESSION



Work Session Agenda Form

Item # 1

DATE: January 27, 2020

AGENDA ITEM: CONSIDERATION OF ADOPTION OF SPOT BLIGHT ABATEMENT ORDINANCE, PROPOSED TOWN CODE 9-303

SUMMARY: Using the successful model found in the Loudoun County Code being used in Loudoun County and the Town of Leesburg, the Planning Director and Town Attorney have drafted a proposed Spot Blight Abatement Ordinance for the Town of Front Royal, proposed Town Code section 9-303, enclosed. This Ordinance provides for the abatement of blighted properties which threaten the public's health, safety, and/or welfare. The procedure is straight forward. (1) Upon receipt of a complaint that any structure is spot blight, (2) the Town Manager or his designee is authorized to inspect the structure, and (3) make a preliminary determination that the structure is blighted. If so, (4) the Town Manager sends a written notice by certified mail to the owner of record of the structure giving the owner 30 days to respond with an acceptable written spot abatement plan to address the problem within a reasonable time. (5) If the owner does not so respond, the Town Manager shall request Town Council to prepare an ordinance declaring that the blighted structure constitutes a nuisance. If Town Council agrees that the Town Manager shall prepare a proposed ordinance and proposed Town spot abatement plan, (8) the Town Manager shall send the owner a written statutory notice of the proposed ordinance, public hearing, and the Town's proposed spot blight abatement plan. (9) If Town Council makes a legislative finding, after a public hearing, that the property is indeed blighted, Town Council passes the ordinance declaring the property to be blighted and approves the Town spot blight abatement plan and directs it be implemented. (10) The costs the Town incurs in abating the spot blight becomes a lien on the property and is enforceable against the property just as are tax liens.

BUDGET/FUNDING: Unknown at this time. There may well be some costs in hiring expert witnesses, such as structural engineers, if cases go to court; however, compared to other approaches considered to tackle derelict and blighted structures, this appears to be the most reasonable fiscal approach, at least initially.

STAFF RECOMMENDATION: Staff recommends this approach, at least on a trial basis, especially since it has been used successfully in the Town of Leesburg and in Loudoun County, and especially since the costs to implement to the Town appear to be the most reasonable, at least initially. It also appears to be a reasonable approach to consider from a staffing consideration.

Work Session

DRAFT AMENDMENT
"SPOT BLIGHT ORDINANCE"

This draft proposes a Spot Blight Abatement Ordinance pursuant to Virginia Code §§ 36-49.1:1.G and 15.2-900, as amended.

START -----

TOWN OF FRONT ROYAL MUNICIPAL CODE

BUILDING AND MAINTENANCE CODES

~~9-303 AUTHORITY TO REQUIRE REMOVAL, REPAIR, ETC., OF BUILDING AND OTHER STRUCTURES~~ **SPOT BLIGHT ABATEMENT**

~~A. Owners of real property within the Town shall remove, repair or secure any building, wall or any other structure which might endanger the public health or safety of other residents of the Town.~~

~~B. If an owner fails to do so, the building official may send the owner notice of his or her obligations under this section. Such notice shall be:~~

~~1. In writing, mailed by certified mail, return receipt requested, sent to the last known address of the property owner; and~~

~~2. Published in a newspaper having general circulation in the locality in accordance with the applicable provisions of Code of Virginia §§ 15.2-1426, 15.2-1427.~~

~~C. The Town, through its own agents or employees, may remove, repair or secure any building, wall or any other structure which might endanger the public health or safety of other residents of the Town if the owner and lien holder of the property fails to do so within thirty (30) days following the later of the return of the certified mail receipt or newspaper publication. However, if the structure is deemed to pose a significant threat to public safety and such fact is stated in the notice, the Town may take action to prevent unauthorized access to the building within seven days of such notice. Repair of the structure may include maintenance work to the exterior of a building to prevent deterioration of the building or adjacent buildings.~~

~~D. In the event the Town, through its own agents or employees removes, repairs or secures any building, wall or any other structure pursuant to this section, the cost or expenses thereof shall be chargeable to and paid by the owners of such property and may be collected by the Town as taxes and levies are collected.~~

~~E. Every charge authorized by this section which remains unpaid shall constitute a lien against such property ranking on a parity with liens for unpaid local taxes and enforceable in the same manner as provided Code of Virginia (1950), Title 58.1, Chapter 39, Articles 3 and 4, as amended. F. The remedies provided by this section are in addition to, and not in lieu of, any other remedy provided by general law or by the Building Code.~~

A. PURPOSE. The purpose of this Section is to provide for the abatement of blighted property that threatens the public's health, safety, and/or welfare.

B. DEFINITIONS. As used in this chapter, unless otherwise required by the context:

49 1. "Blighted property" means any individual commercial, industrial, or residential
50 structure or improvement that endangers the public's health, safety, or welfare
51 because the structure or improvement upon the property is dilapidated,
52 deteriorated, or violates minimum health and safety standards.

53
54 2. "Town" means the Town of Front Royal, Virginia.

55
56 3. "Farm building or structure" means a legally established building or structure,
57 primarily used for agricultural, as defined by the Zoning Ordinance.

58
59 4. "Spot blight" means a structure or improvement that is a blighted property as
60 defined in this chapter.

61
62 5. "Spot blight abatement plan" means the written plan prepared by the owner(s)
63 of record of any blighted property to address spot blight, or if the owner(s) of
64 record of such blighted property fail to respond as provided for in this chapter,
65 the written plan prepared by the Town Manager, or designee, to abate, raze,
66 or remove the blighted property.

67
68 **C. SPOT BLIGHT ABATEMENT AUTHORIZED.** Town Council is authorized under
69 Code of Virginia §§ 36-49.1:1.G and 15.2-900, as amended, to declare any
70 blighted property to constitute a nuisance, which declaration shall be made by
71 ordinance adopted by Town Council specific to such blighted property, and
72 thereupon abate, raze, or remove such blighted property.

73
74 **D. INSPECTIONS.** Upon receipt of a complaint that any individual commercial,
75 industrial, or residential structure or improvement is spot blight, the Town Manager,
76 or designee, shall be authorized to inspect such structure or improvement and
77 make a preliminary determination that such structure or improvement is blighted
78 property.

79
80 **E. EXEMPTIONS.** The following structures and improvements shall be exempt from
81 this chapter:

82
83 1. Farm buildings or structures.

EDITOR'S NOTE: Does Town
Council want to exclude these?

84
85 2. Structures listed or eligible for listing in the Virginia Landmarks Register or
86 National Register of Historic Places, or as a contributing resource to a Virginia
87 Landmarks Register or National Register of Historic Places listed or eligible
88 Historic District.

89
90 **F. PROCEDURE FOR DECLARATION OF BLIGHTED PROPERTY.**

91
92 1. Should the Town Manager, or designee, make a preliminary determination of
93 blighted property in accordance with this chapter, notice shall be sent to the
94 owner(s) of record of the blighted property at the last known address of such

owner(s) as shown on the current real estate tax assessment records, specifying the reasons why the property is a blighted property. Such notice shall be sent by Certified Mail and First Class Mail to said owner(s), and also shall be posted on the blighted property. The owner(s) of record shall have thirty (30) days from the date such notice is sent in which to respond in writing with a spot blight abatement plan to address the blighted property within a reasonable time.

2. If the owner(s) of record fail to respond within the thirty (30) day period with a written spot blight abatement plan that is acceptable to the Town Manager, or designee, the Town Manager, or designee, shall prepare a proposed spot blight abatement plan for the blighted property, and shall request that Town Council direct the Town Manager, or designee, to prepare an proposed ordinance to declare that said blighted property constitutes a nuisance.

3. If directed to prepare such proposed ordinance by Town Council, the Town Manager, or designee, shall provide notice of such ordinance and Town's proposed spot abatement plan in accordance with Code of Virginia § 15.2-1427, as amended, and bring such ordinance forward for public hearing, Town Council's consideration, and passage. In addition to the notice required by Code of Virginia § 15.2-1427, as amended, written notice of such ordinance and public hearing, together with a copy of the Town's proposed spot blight abatement plan, shall be sent to the owner(s) of record of the blighted property at the last known address of such owner(s) as shown on the current real estate tax assessment records and shall be posted on the blighted property.

4. If Town Council adopts the ordinance and the Town's proposed spot abatement plan or some variation thereof, the Town's spot blight abatement plan shall become effective and the Town Manager, or designee, may implement the Town's spot blight abatement plan.

G. PROPERTY LIENS. If the ordinance is adopted by Town Council, any costs incurred by the Town under the Town's spot blight abatement plan for the removal or abatement of the blighted property shall be a lien on the blighted property and such lien shall bear interest at the legal rate of interest established in Code of Virginia § 6.2-301, as amended, beginning on the date that such removal or abatement is completed through the date on which the lien is paid. Said lien may be recorded as a lien among the land records of the Circuit Court of Warren County, which lien shall be treated in all respects as a tax lien and enforceable in the same manner as provided in Code of Virginia Articles 3 (§ 58.1-3940 et seq.) and 4 (§ 58.103965 et seq.) of Chapter 39 of Title 58.1. as amended.

-----END

Editorial Notes: All language shown in yellow highlight is proposed new text. All language shown in ~~strikethrough~~ is existing language that is proposed to be removed.

12/20/19 (JFC)

Code of Virginia
Title 36. Housing
Chapter 1. Housing Authorities Law

§ 36-49.1:1. Spot blight abatement authorized; procedure.

A. Notwithstanding any other provision of this chapter, an authority, or any locality, shall have the power to acquire or repair any blighted property, as defined in § 36-3, whether inside or outside of a conservation or redevelopment area, by purchase or through the exercise of the power of eminent domain provided in Chapter 2 (§ 25.1-200 et seq.) of Title 25.1, and, further, shall have the power to hold, clear, repair, manage or dispose of such property for purposes consistent with this chapter. In addition, the authority and locality shall have the power to recover the costs of any repair or disposal of such property from the owner or owners of record, determined in accordance with subsection B of § 36-27. This power shall be exercised only in accordance with the procedures set forth in this section.

B. The chief executive or designee of the locality or authority shall make a preliminary determination that a property is blighted in accordance with this chapter. It shall send notice to the owner or owners of record determined in accordance with subsection B of § 36-27, specifying the reasons why the property is blighted. The owner or owners of record shall have 30 days from the date the notice is sent in which to respond in writing with a spot blight abatement plan to address the blight within a reasonable time.

C. If the owner or owners of record fail to respond within the 30-day period with a written spot blight abatement plan that is acceptable to the chief executive of the agency, authority or locality, the agency, authority or locality may request the locality to declare the property as blighted, which declaration shall be by ordinance adopted by the governing body.

D. No spot blight abatement plan shall be effective until notice has been sent to the property owner or owners of record and an ordinance has been adopted by the local governing body. Written notice to the property owner shall be sent by regular mail to the last address listed for the owner on the locality's assessment records for the property, together with a copy of such spot blight abatement plan prepared by the agency, authority, or locality. If the repair or other disposition of the property is approved, the authority, agency, or locality may carry out the approved plan to repair or acquire and dispose of the property in accordance with the approved plan, the provisions of this section, and the applicable law.

E. If the ordinance is adopted by the governing body of the locality, the locality shall have a lien on all property so repaired or acquired under an approved spot blight abatement plan to recover the cost of (i) improvements made by such locality to bring the blighted property into compliance with applicable building codes and (ii) disposal, if any. The lien on such property shall bear interest at the legal rate of interest established in § 6.2-301, beginning on the date the repairs are completed through the date on which the lien is paid. The lien authorized by this subsection may be recorded as a lien among the land records of the circuit court, which lien shall be treated in all respects as a tax lien and enforceable in the same manner as provided in Articles 3 (§ 58.1-3940 et seq.) and 4 (§ 58.1-3965 et seq.) of Chapter 39 of Title 58.1. The governing body may recover its costs of repair from the owner or owners of record of the property when the repairs were made at such time as the property is sold or disposed of by such owner or owners. If the property is acquired by the governing body through eminent domain, the cost of repair may be recovered when the governing body sells or disposes of the property. In either case, the costs of repair shall be recovered from the proceeds of any such sale.

F. Notwithstanding the other provisions of this section, unless otherwise provided for in Title 36, if the blighted property is occupied for personal residential purposes, the governing body, in approving the spot blight abatement plan, shall not acquire by eminent domain such property if it would result in a displacement of the person or persons living in the premises. The provisions of this subsection shall not apply to acquisitions, under an approved spot blight abatement plan, by any locality of property which has been condemned for human habitation for more than one year. In addition, such locality exercising the powers of eminent domain in accordance with Title 25.1, may provide for

temporary relocation of any person living in the blighted property provided the relocation is within the financial means of such person.

G. In lieu of the acquisition of blighted property by the exercise of eminent domain, and in lieu of the exercise of other powers granted in subsections A through H, any locality may, by ordinance, declare any blighted property as defined in § 36-3 to constitute a nuisance, and thereupon abate the nuisance pursuant to § 15.2-900 or § 15.2-1115. Such ordinance shall be adopted only after written notice by certified mail to the owner or owners at the last known address of such owner as shown on the current real estate tax assessment books or current real estate tax assessment records. If the owner does not abate or remove the nuisance and the locality abates or removes the nuisance at its expense, the costs of the removal or abatement of the nuisance shall be a lien on the property and such lien shall bear interest at the legal rate of interest established in § 6.2-301, beginning on the date the removal or abatement is completed through the date on which the lien is paid.

H. The provisions of this section shall be cumulative and shall be in addition to any remedies for spot blight abatement that may be authorized by law.

1994, 2nd Sp. Sess., cc. 5, 10; 1995, cc. 702, 827; 1996, c. 847; 1997, c. 572; 1998, cc. 690, 898; 1999, cc. 39, 410, 418; 2001, c. 482; 2003, c. 940; 2006, c. 784; 2007, c. 763; 2009, cc. 181, 551.

Code of Virginia
Title 15.2. Counties, Cities and Towns
Chapter 9. General Powers of Local Governments

§ 15.2-900. Abatement or removal of nuisances by localities; recovery of costs.

In addition to the remedy provided by § 48-5 and any other remedy provided by law, any locality may maintain an action to compel a responsible party to abate, raze, or remove a public nuisance. If the public nuisance presents an imminent and immediate threat to life or property, then the locality may abate, raze, or remove such public nuisance, and a locality may bring an action against the responsible party to recover the necessary costs incurred for the provision of public emergency services reasonably required to abate any such public nuisance.

The term "nuisance" includes, but is not limited to, dangerous or unhealthy substances which have escaped, spilled, been released or which have been allowed to accumulate in or on any place and all unsafe, dangerous, or unsanitary public or private buildings, walls, or structures which constitute a menace to the health and safety of the occupants thereof or the public. The term "responsible party" includes, but is not limited to, the owner, occupier, or possessor of the premises where the nuisance is located, the owner or agent of the owner of the material which escaped, spilled, or was released and the owner or agent of the owner who was transporting or otherwise responsible for such material and whose acts or negligence caused such public nuisance.

1990, c. 674, § 15.1-29.21; 1997, c. 587.