



REGULAR TOWN COUNCIL MEETING

Monday, March 9, 2020 @ 7:00pm
Warren County Government Center

1. Pledge of Allegiance led by Girl Scouts of Nation's Capital, Service Unit 14-4
2. Moment of Silence
3. Appoint Temporary Clerk - *I move that Town Council appoint and recognize Tina Presley as Clerk of the Front Royal Town Council pro tempore for the meeting of Front Royal Town Council on March 9, 2020 Regular Meeting; and for such additional and further meetings and times that are a continuation of the March 9, 2020 meetings at his/her services such as Clerk pro tempore may be needed.*
4. Roll Call
5. Approval of Minutes of Regular Council Meeting Minutes of February 24, 2020; Special Meeting Minutes of February 19, 2020 and Work Session Minutes of February 19, 2020
6. Receipt of Petitions and/or Correspondence from the Public
7. Reports:
 - a. Report of special committees or Town Officials and Interim Town Manager
 - * **Recognition of Energy Services Employee Preston Toms** – *Director of Energy Services*
 - b. Requests and inquiries of Council members.
 - c. Report of the Mayor
 - * **Read Proclamation of "Women's History Month" and Present to Girls Scouts**
 - d. Proposals for addition/deletion of items to the Agenda.
8. **CONSENT AGENDA ITEMS** – (ROLL CALL VOTE REQUIRED)
 - A. COUNCIL APPROVAL – Liaison Committee Mission Statement and Policies Revision
 - B. COUNCIL APPROVAL – Proclamation – Women's History Month
 - C. COUNCIL APPROVAL – Proclamation – Governmental Purchasing Month
 - D. COUNCIL APPROVAL – Bid for Metering Reading Handheld Devices
 - E. COUNCIL APPROVAL – Encroachment License for 114-116 E. Main Street Handicap Ramp and Landing – Mark Poe of Poe Shoe and Brace Company
9. **PUBLIC HEARING** – Setting Fiscal Year 2020-2021 Tax Rates (*1st Reading*)
10. **COUNCIL APPROVAL** – Ordinance Amendment to Chapter 175-106.B.1.b[6] Pertaining to Sign Regulations for Medical Facilities with a Medical Center – Valley Health (*2nd Reading*)
11. **COUNCIL APPROVAL** – Ordinance Amendment to Chapter 9-303 to Provide for the Abatement of Blighted Property (*2nd Reading*)
12. **COUNCIL APPROVAL** – Contract with CHA Consulting for I & I Abatement
13. **COUNCIL APPOINTMENTS and MOA** – Clerk of Council and Deputy Clerk of Council

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The Special Meeting of the Town Council of the Town of Front Royal, Virginia was held on February 19, 2020 in the Warren County Government Center. Mayor Tewalt led Council and those attending in the Pledge of Allegiance to the flag and a Moment of Silence.

Councilman Gillispie moved, seconded by Councilman Meza to appoint and recognize Tina Presley as Clerk of the Front Royal Town Council pro tempore for the meeting of Front Royal Town Council on February 19, 2020 Special Meeting and Work Session; and for such additional and further meetings and times that are a continuation of the February 19, 2020 meetings at her services such as Clerk pro tempore may be needed.

Vote: Yes – Unanimous

ROLL CALL FOR MAYOR AND TOWN COUNCIL

PRESENT: Mayor Eugene R. Tewalt
Vice Mayor William A. Sealock
Councilman Lori A. Cockrell
Councilman Gary L. Gillispie
Councilman Chris W. Holloway
Councilman Jacob L. Meza
Councilman Letasha T. Thompson

OTHERS PRESENT:
Pro Tempore Clerk of Council Tina Presley
Town Attorney Douglas W. Napier
Interim Town Manager Matthew A. Tederick

ROLL CALL FOR PLANNING COMMISSION

PRESENT: Chairman Douglas Jones
Commissioner William C. Gordon
Commissioner Daryl G. Merchant
Commissioner Connie Marshner
Commissioner Cee Ann Davis

ABSENT: Vice Chairman Joseph McFadden

Councilman Cockrell read for the record *“While I do not anticipate there being any obstacles for the Warren County Public Schools request before the Planning Commission and Town Council tonight, I want my fellow councilmen and the public to know that I would not be participating in any discussion or vote on this request due to my 30-year employment with Warren County Public Schools.”*

JOINT PUBLIC HEARING – Chairman Jones opened the public hearing to discuss FRSPU-1801-2020, Special Use Permit submitted by Melody Sheppard, on behalf of the property owner, Warren County Public Schools, for the installation of a Temporary Modular Classroom at A.S. Rhodes Elementary School, located at 224 W. Strasburg Road. The location of the property is within the R-3 Zoning District, that requires a Special Use Permit for temporary classrooms, pursuant to Town Code 175-109.1.A. The application includes a preliminary site plan showing the temporary classroom being

Mayor Initial _____

placed on the existing paved play area to be used during the current renovation project, as well as improvements to the grounds of the property.

Chairman Jones continued that Town Staff recommends that the Planning Commission issue a recommendation of approval of the Special Use Permit Application with the following conditions. Furthermore, Town Staff recommends approval of the site plan application for the new temporary building. Additional consideration may need to be given if new information is provided at the scheduled public hearing.

CONDITIONS:

- 1) This Special Use Permit is authorized to allow the temporary use of a modular classroom at A.S. Rhodes Elementary School at 224 W. Strasburg Road.
- 2) This Special Use Permit shall only be valid for 1 year from the date of approval by Town Council. Town Council may authorize an extension of this permit for 1 additional year if requested by the Applicant before expiration.
- 3) The foundation of the posed modular classroom shall be skirted.
- 4) The modular classroom shall be removed within 30 days from expiration of this permit, or within 30 days from completion of the renovations to A.S. Elementary School, whichever occurs first.
- 5) Town Council, or other designated representative, may inspect the property at any reasonable time to ensure compliance with local regulations, including, but not limited to, the conditions placed on this special use permit. Upon inspection of the property, if it is found that the property is not in compliance with local regulations, including but not limited to, the conditions of this special use permit, the Town may revoke this special use permit after notice to the applicant and public hearing.

Mr. Jones invited the Planning Commission members and the public to participate in any comments they may have on the request.

Melody Sheppard, 123 Locust Dale Road, Assistant Superintendent/Interim Superintendent of Warren County Schools, advised that the roof has been replaced and the asbestos removed at A.S. Rhodes Elementary School. She thanked the entities for their consideration at the Special Meeting.

Commissioner Davis confirmed that Ms. Sheppard was comfortable with the conditions of the Special Use Permit.

Chairman Jones questioned the timeline of the renovation project. Ms. Sheppard introduced Bill Shelton of OWPR Architects and Greg Livesay Director of Facilities. She noted that if the permit is approved tonight the modular unit would be installed within the next month and construction would begin March 20, 2020. Completion is anticipated in October 2020 and that is when the modular unit would be removed. She confirmed that construction is not anticipated to go into 2021.

Councilman Holloway confirmed that the asbestos was removed over the summer.

Commissioner Davis questioned the safety and security of the students and staff during construction. Ms. Sheppard explained that since 80% of the building will be renovated and barriers will be erected for the 4th and 5th graders who will still be in the school. She noted that a School Resource Officer will be there regularly to help with security and safety.

Councilman Holloway questioned whether a restroom could be installed at the modular unit due to its close proximity to Route 55. Ms. Sheppard explained that the idea is for the students to use the restrooms located in the multi-purpose room adjacent to the modular unit. Mr. Holloway reiterated that his concern was for the safety of the children. Councilman Gillispie questioned whether there would be enough restrooms for the children and staff in the building during construction. Mr. Livesay confirmed that there were enough restrooms in the building for those students and staff left in the building and the students in the modular unit would use the restrooms in the adjacent multi-purpose room. Councilman Holloway reiterated his concerns. Mr. Livesay advised that there would be school administrators with the students at all times. He continued that a restroom could be considered but it would add time to find a modular unit with a restroom attached and would increase the costs. Mr. Livesay advised that the travel flow for buses and parent drop-off would be revised for added safety.

Ms. Marshner questioned where the children would play due to the modular unit being placed on the play area. Ms. Sheppard advised that there were plenty of green space and a playground area for the students on the property. She also explained that the younger groups (K-3) go in groups when they are outside the classroom with a staff person. Mr. Livesay also noted that the chain link fence surrounding the modular unit will mostly be intact, only a small portion will be removed to get the modular unit in place.

Commissioner Davis suggested contacting the Health Department regarding infection control among the students and staff with a rise in viral illness and resistant organisms.

Chairman Jones closed the Public Hearing.

Commissioner Merchant moved, seconded by Commissioner Davis that the Planning Commission approve Special Use Permit FRSUP-001801-2020 with conditions noted in the staff report. He further moved that the Planning Commission approve site plan FRSITE-001776-2019 subject to the approval of Special Use Permit by Town Council.

Vote: Yes – Chairman Jones and Commissioners Merchant, Marshner, Davis, Gordon

No – N/A

Abstain – N/A

Absent – Vice Chairman McFadden

ROLL CALL

The item was turned over to Mayor and Town Council for discussion and vote.

Councilman Thompson moved, seconded by Councilman Gillispie to approve a Special Use Permit submitted by Melody Sheppard, on behalf of the property owner, Warren County Public Schools, for the installation of a Temporary Modular Classroom at A.S. Rhodes Elementary School, located at 224 W. Strasburg Road to be placed on the existing paved play area to be used during the current renovation project.

Mayor Initial _____

Councilman Holloway moved, seconded by Vice Mayor Sealock to amend the motion to include that restrooms be installed in the modular unit as part of the conditions.

Councilman Holloway expressed the importance of safety for the children.

Vote: Yes – Vice Mayor Sealock, Councilman Holloway
 No – Councilmen Gillispie, Meza, Thompson
 Abstain – Councilman Cockrell
 Absent – N/A

ROLL CALL

(On Amendment to the Original Motion - Failed)

Town Attorney Napier confirmed with Councilman Thompson that the original motion does include the conditions as stated in the Planning Commission Staff Report.

Vote: Yes – Vice Mayor Sealock, Councilmen Holloway, Gillispie, Meza, Thompson
 No – N/A
 Abstain – Councilman Cockrell
 Absent – N/A

ROLL CALL

(On Original Motion with the Conditions as stated in the Planning Commission Staff Report - Passed)

Mayor asked for a motion to adjourn and a second. Vote: Unanimous

The meeting was declared adjourned at 7:22pm.

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APPROVED:

 Eugene R. Tewalt, Mayor

ATTEST:

 Tina L. Presley Pro Tempore Clerk of Council

Councilman _____ moved, seconded by _____ approved the Special Council Meeting minutes of February 19, 2020 on _____ 2020.

Mayor Initial _____

TOWN COUNCIL WORK SESSION MINUTES**Wednesday, February 19, 2020****Immediately following the Joint Special Meeting****of Town Council and Planning Commission****Warren County Government Center**

1. Update on Community Development block Grant (CDBG) - After many meetings and discussions with those involved in the Community Development Block Grant (CDBG), Interim Town Manager Tederick, gave Council a better understanding of where the Town is and how to move forward with the grant. He introduced Craig Wilson of Summitt Design and Engineering who explained the allowance of “materials only” specifically as it relates to windows, doors and awnings. He noted that twenty (20) facades were the original target and that the original applicants could apply for “materials only”. He noted that there were seven (7) months left to use the monies from the grant. He did note that an extension could be made but urged that it be made soon.

Mr. Tederick updated Council on the Pavillion/Restrooms slated for construction at the Village Commons Area. He noted that the bid came in at \$283,000, over budget by \$153,000. Director of Finance BJ Wilson advised that the monies would come from reserves. It was also noted that if the twenty (20) facades target does not get met, monies might be able to get shifted. Mr. Tederick advised a two-month lead time to build the pavilion/restrooms. Mayor Tewalt noted that the bid seemed high and opined that it could be built cheaper. Mr. Wilson explained that the pavilion/restrooms was built off-site and brought in to be installed.

Councilman Meza expressed his disappointment that for 2 ½ years there has been zero progress and now there is a 7-month rush. Mr. Tederick reminded him of a possible 6-month extension and advised Council that to keep moving the Town could take the money from reserves and begin the construction in 30 days. Councilman Holloway reiterated that stick built would be cheaper than pre-built.

Mr. Craig Wilson suggested June 2020 at the latest to apply for the extension. He expressed importance of the facades being the number one priority. He confirmed that when September comes there is no fear of having to pay back the money, but being forfeited and may hurt chances of Town receiving funds in the future. He confirmed that there was no Phase II. He also confirmed that property owners have to match the funds; however, if there were renovations previously done those renovations could be counted as a credit towards the match not as money refunded to them. This is taken in consideration during the application process.

Vice Mayor Sealock questioned the Way-finding Signs. Joe Petty, Warren County Zoning Administrator, confirmed that the signs are currently with VDOT and on time with a September date to be installed by the Town.

Mr. BJ Wilson explained that there was \$130,000 budgeted for CDBG and there was \$111,000 left.

Vice Mayor Sealock questioned how the Afton Inn would impact the grant if it does not participate in the grant monies. Mr. Wilson explained that it would not impact the grant very much if one façade does not get done; however, the Afton Inn would have required a large portion of the grant to be used.

Mr. Craig Wilson will look into the ability to use murals as part of the grant monies.

Mayor Initial _____

Mayor Tewalt asked that staff get all the facts together and present to Council in the future including finding vendors that are prequalified, streamlining the process and concerns involving the pavilion and restrooms. Mr. Craig Wilson encouraged the Council to spend the CDBG monies first and then the Town's.

2. Advertisement of 2020 Real Estate and Personal Property Tax Rate - Finance Director BJ Wilson advised Council that Staff is required to advertise the Tax Rate before April 1, 2020 to allow sufficient time to advise the County of the Town's rate for tax bills. Councilman Thompson advised that before she could decide what rate to go with, she needed to know what Council was going to do with Tourism. Councilman Meza noted that he was committed to \$0.13 as proposed and suggested Council figure out other ways to cut. Mayor Tewalt reminded Council that the tax rate cannot be increased once it is set for a public hearing, but it could be decreased. Mr. Tederick noted that the Health Insurance Consultants Report should be available in two weeks. He also noted that the current tax rate is \$13.5. All Council, except for Mr. Sealock, wanted to keep the tax rate at \$0.13 as proposed and to advertise as such.

3. Volunteers for the Town Scholarship Committee - Councilmen Gillispie and Thompson agreed to volunteer for the Town Scholarship Committee

4. Open Discussion

Councilman Holloway questioned the status of Town Decals. Mr. Tederick advised that a revision to the Town Code was currently underway.

Councilman Cockrell questioned the notice of recycling materials in the electric bills. Mr. Tederick advised that it was slated for March.

Councilman Meza questioned the water/sewer rates and recycling. Mr. BJ Wilson clarified that the garbage rates remain the same this year, but water/sewer rates are slated to increase. Mr. Meza was also notified that the Staff is working on Chris Ramsey's concerns.

Adjourned 8:34pm

PRESENT: Mayor Tewalt, Councilman Meza, Councilman Thompson, Councilman Gillispie, Vice Mayor Sealock, Councilman Holloway, Councilman Cockrell, Interim Town Manager Tederick, Town Attorney Napier, Pro Tempore Clerk of Council Presley, Director of Finance Wilson, members of the CDBG Board, members of the public and members of the press.

APPROVED:

Eugene R. Tewalt, Mayor

ATTEST:

Tina L. Presley Pro Tempore Clerk of Council

Councilman _____ moved, seconded by _____ approved the Work Session Meeting minutes of February 19, 2020 on _____.

Mayor Initial _____

The regular meeting of the Town Council of the Town of Front Royal, Virginia was held on February 24, 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.

Councilman Cockrell moved, seconded by Councilman Holloway to appoint and recognize Tina Presley as Clerk of the Front Royal Town Council pro tempore for the meeting of Front Royal Town Council on February 24, 2020 Regular Meeting; and for such additional and further meetings and times that are a continuation of the February 24, 2020 meetings at her services such as Clerk pro tempore may be needed.

Vote: Unanimous

ROLL CALL for MAYOR/TOWN COUNCIL

PRESENT:

Mayor Eugene R. Tewalt
Vice Mayor William A. Sealock
Councilman Lori A. Cockrell
Councilman Gary L. Gillispie
Councilman Chris W. Holloway
Councilman Letasha T. Thompson
Town Attorney Douglas W. Napier
Interim Town Manager Matthew A. Tederick
Clerk of Council Pro Tempore Tina L. Presley

ABSENT:

Councilman Jacob L. Meza

(The above represent municipal officers of the Town of Front Royal as stated in Town Charter Section 4)

APPROVAL OF MINUTES

Councilman Gillispie moved, seconded by Vice Mayor Sealock to approve the Regular Council Meeting minutes of February 10, 2020 as presented

Vote: Unanimous

RECEIPT OF PETITIONS AND/OR CORRESPONDENCE FROM THE PUBLIC

Gary Kushner, 1106 Fetchett Road, Browntown, VA – opined a communication disconnect between citizens and government. He noted that he asked Council if he could deliver a presentation on promoting communication to them at their 2/19/20 Work Session but was denied due to needing unanimous consent. He noted that the three-minute limit during public presentation was not enough time to effectively communicate ideas and opinions and suggested it be extended. He advised that he created a video “Town Talk” and is available on the Royal Examiner.

Ken Dameron, 715 Stockton Road, Front Royal, VA – questioned the redundant water line costs and opined that the Town did not have to pay for its cost and suggested having the County and/or Dominion bear the costs due to its location in the County. He suggested paying EDA cash to pay for the Police Department and eliminate the debt service. He opined that the tax rate is only “petty cash”.

Mayor Initial ____

Janice Hart, 1120 Ashby Street, Front Royal, VA – noted that she did not want her taxes lowered and asked the Council to reconsider lowering them. She questioned how lowering taxes will pay for the much-needed improvements in Town, the new Police Department, and outsourcing. She opined that cooperation with the EDA is a must. She encouraged that Council come together for a positive solution. She voiced concern on lowering the tax rate this year and the expectation of a large tax increase next year.

Linda Allen, 15 Massie Street, Front Royal, VA – noted “errors of fact” on a report given to Town Council at the 2/19/20 Work Session specifically to the performance of the Visitors Center and former Director of Community Development/Tourism. She then referred to the report she had given to Council tonight to assist in correcting the previously made errors. She voiced concern over having no way to create income for Tourism or economic development. She encouraged Council to investigate the findings in her report.

Paul Gabbert, 1221 Valley View Street, Front Royal, VA – questioned whether those citizens who are new to the Town would not have a voice. Asked that Council not “lose sleep” over those issues in the corridor. He questioned why the Town taxpayers were paying for the redundant water line if it was requested by Dominion. He suggested that Council stop playing games with the EDA and pay for the Police Department. He noted that the County taxpayers are paying for the loan and Council was putting that burden on them. He reminded Council that since the tax rate is already advertised at 13, they could not increase it back to 13.5. He encouraged Town Council to listen to those who are coming before them and not Mr. Tederick.

Bruce Rappaport, 300 W. Main Street, Front Royal, VA – opined that we have “a failure to communicate”. He encouraged Council to find a Town Manager that can straighten things out. He voiced respect for Mr. Tederick but opined that he was placed in a tough spot by going to work on the budget from the start and has done the best he could. He noted that the ½ cent decrease would get him “two glasses of wine”.

Paul Gabbert – 1221 Valley View Street, Front Royal, VA – suggested that Council form a six to eight member panel to help them with the budget and form another panel to help select the next Town Manager.

REPORTS

a. Report of special committees or Town Officials and Interim Town Manager

County Administrator Doug Stanley gave his report by briefing Council on various topics that included the Development Review Committee, New Housing Starts, Population Estimates, Delinquent Tax Sales, Broadband, Tourism Committee, LOVEwork Sign, Burrell Brooks Music Park Playground, Fire and Rescue Training Facility and Commercial/Industrial Projects.

Commonwealth Attorney John Bell – Advised Council of issues pertaining to online speech and harassment. He advised that his office takes a robust view of the First Amendment and a lot of what has been complained about comes under protective speech; however, there are limits. He read the Code of Virginia (18.2-60) A. 1. *Any person who knowingly communicates, in a writing, including an electronically transmitted communication producing a visual or electronic message, a threat*

to kill or do bodily injury to a person, regarding that person or any member of his family, and the threat places such person in reasonable apprehension of death or bodily injury to himself or his family member, is guilty of a Class 6 felony. Voiced appreciation to those that spoke tonight, stating it was a classic example of free Americans standing up and speaking their mind to their elected officials in a firm and frank, but respectful manner. He noted that his office was available to answer any questions.

Introduction of Brittini Dennis, Communications Officer and Promotion of Officer Brian Whited to Sergeant. Chief Magalas introduced Ms Dennis as the new Communications Officer at the Police Department and Brian Whited as the new Sergeant for the Police Department with this wife pinning his with his new Sergeants badge.

Presentation of the Star of the Month Award for January 2020 to Jason Neal – Interim Town Manager Tederick and Mayor Tewalt presented Mr. Neal with the Star of the Month for going above and beyond during his normal work duties based on two emails from two different citizens.

Interim Town Manager Tederick made the following announcements:

- 1) a waterline upgrade requiring a road closure on Parkview Drive until March 13 by Bushong Construction.
- 2) Town is accepting applications for a Town Scholarship with applications due March 20.

b. Requests and inquiries of Council members.

Councilman Cockrell – Ms Cockrell clarified that the half cent tax rate would be \$67,000 instead of \$67 million. She also noted that some citizens are not having one glass of wine due to not being able to afford it and that Council has to take every citizen's finances into account. She shared the opportunities she experienced on Main Street recently by reminiscing about the past and noting the new businesses.

Councilman Gillispie – Mr. Gillispie noted that the Council has hired an Executive Search Firm to assist them in finding the next Town Manager and Mr. Tederick did not participate in any of the meetings to hire the firm. He further noted that the Interim Town Manager will have no process in selecting the new Town Manager, emphasizing that the selection will be determined by the Council with citizen input. Mr. Gillispie continued by explaining that if there is a break in the Town's water service it can be isolated everywhere except in the Corridor. He noted that if there is a break in the water service in the Corridor the industries and businesses will be without water and the Town runs the risk of being sued for failure to supply water.

Councilman Thompson – Advised Mr. Kushner that she wanted to add him to the 2/19/20 Work Session and would be viewing his video. Advised Ms Allen that she would reviewing her material and contacting her since her information is different than what she had received. Reiterated to Mr. Gabbert that Mr. Tederick was not involved in the process of selecting the Executive Search Firm and that Council had requested community input in the selection of the next Town Manager.

c. Report of the Mayor

Thanked everyone for coming and welcomed them to voice their concerns on any issue in the future.

Mayor Initial ____

d. Proposals for Addition/Deletion of Items to the Agenda – None

CONSENT AGENDA ITEMS - None

PUBLIC HEARING – Ordinance Amendment to Chapter 175-106.B.1.b[6] Pertaining to Sign Regulations for Medical Facilities with a Medical Center – Valley Health (*1st Reading*)

Rhonda Neal Vice President of Identity America thanked the Council for their cooperation and assistance. She expressed the sign would be a great benefit to the hospital.

Mayor Tewalt closed the Public Hearing.

Councilman Holloway moved seconded by Councilman Thompson that Council affirm on its first reading an ordinance amendment to Town Code Chapter 175-106.B.1.b.[6] by defining what a medical center is and modify existing standards pertaining to just medical centers, as presented.

Vote: Yes – Sealock, Cockrell, Gillispie, Holloway, and Thompson

No – N/A

Abstain – N/A

Absent – Councilman Meza

ROLL CALL

PUBLIC HEARING – Ordinance Amendment to Chapter 9-303 to Provide for the Abatement of Blight Property (*1st Reading*)

Councilman Thompson moved, seconded by Councilman Holloway affirm on its first reading an ordinance amendment to Town Code Chapter 9-303 “Spot blight Abatement” as presented.

Mayor Tewalt closed the Public Hearing.

Vote: Yes – Sealock, Cockrell, Gillispie, Holloway, and Thompson

No – N/A

Abstain – N/A

Absent – Councilman Meza

ROLL CALL

COUNCIL APPOINTMENTS – Town Scholarship Committee

Councilman Cockrell moved, seconded by Councilman Holloway to appoint Councilman Gillispie and Councilman Thompson to the Town Scholarship Committee for 2020.

Vote: Unanimous

CLOSED MEETING – Afton Inn

Councilman Holloway moved, seconded by Councilman Thompson that Town Council convene and go into Closed Meeting with respect to the former Afton Inn property for the following purposes: (1) Discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of Town Council would be adversely affected, pursuant to Section 2.2-3711. A. 6. of the Code of Virginia;

Mayor Initial _____

(2) Discussion of the award of a public contract involving the expenditure of public funds, and discussion of the terms or scope of such contract, where discussion in an Open Meeting would adversely affect the bargaining position or negotiating strategy of Town Council, pursuant to Section 2.2- 3711. A. 29. of the Code of Virginia.; and (3) Consultation with legal counsel employed or retained by Town Council 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.

Vote: Unanimous

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

Vote: Yes – Tewalt, Sealock, Cockrell, Gillispie, Holloway, and Thompson

No – N/A

Abstain – N/A

Absent – Councilman Meza

ROLL CALL

APPROVED:

Eugene R. Tewalt, Mayor

ATTEST:

Tina L. Presley Pro Tempore Clerk of Council

Councilman _____ moved, seconded by _____ approved the Regular Council Meeting minutes of February 24, 2020 on _____.

Mayor Initial _____

8A



Town of Front Royal, Virginia Council Agenda Statement

Item # 8A

Meeting Date: March 9, 2020

Agenda Item: Liaison Committee Mission Statement and Policies Revision

Summary: The Liaison Committee met on January 23, 2020. It was agreed by both entities to amend the Liaison Committee Mission Statement and Policies to reflect that the meetings shall be held on a quarterly basis instead of "every other month". Council is requested to approve these changes as presented, contingent upon the approval of the same from the Warren County Board of Supervisors.

Budget/Funding: None

Attachments: Liaison Committee Mission Statement and Policies

Meetings: Liaison Committee Meeting held on January 23, 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 approve the revision to the Liaison Committee Mission Statement and Policies as presented, contingent upon the approval of the same from the Warren County Board of Supervisors.

*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: _____

A red circular stamp containing a stylized signature in red ink.



FRONT ROYAL – WARREN COUNTY
Liaison Committee Mission Statement and Policies
September 2010 ~~March 2020~~

PURPOSE OF THE LIAISON COMMITTEE

The purpose of the Front Royal-Warren County Liaison Committee is to offer a venue whereby the leadership of the Town of Front Royal and the County of Warren can discuss issues of mutual interest and inform each other of positions taken and decisions made by each public body that may affect both localities. The Committee is NOT designed to be an environment where decisions are made, but one where issues are discussed, and Board and Council members take them back to their respective bodies for further discussion and recommendation.

MEMBERSHIP

The Liaison Committee shall include the Mayor of the Town of Front Royal, the Chairman of the Warren County Board of Supervisors, the Front Royal Town Manager, the Warren County Administrator, one (1) Front Royal Town Council member and one (1) Warren County Board of Supervisors member. The latter two (2) members shall rotate between its various members alphabetically from meeting to meeting.

MEETING SCHEDULE

Meetings shall be held on the third Thursday ~~of every other month~~ **quarter** at 6:00 p.m. unless otherwise agreed upon by the Town and County. The meetings shall be rotated every six months between the Town and County. Wherever the meetings are held, the host shall be responsible for the preparation of the agenda will provide a person who will take formal minutes of the meeting.

MEETING AGENDA

- Meetings of the Liaison Committee shall at all times be subject to the terms of the Virginia Freedom of Information Act.
- Meeting agendas shall be provided by the Town Manager and County Administrator upon consultation with the Mayor and Board Chairman respectively.
- Any request to place an item on the agenda shall be made by 1:00 p.m. on the first Tuesday of the month prior to the month before the Liaison meeting.
- All requests to place an item on the agenda must be accompanied by a written summary of the request which can be placed in the agenda packet.
- The agendas shall be distributed on the Friday prior to the Liaison Committee meeting to be held on the following Thursday.
- In order for an item to be formally discussed on the Liaison agenda, it must be first approved by a majority vote of the Town Council or Board of Supervisors.

MEETING POLICY and PROCEDURES

- The Mayor of the Town shall be Chairman of the Committee when the meetings are hosted by the Town, and the Chairman of the Board of Supervisors shall be Chairman of the Committee when the meeting is hosted by the County.
- The Chairman shall make procedural or parliamentary decisions which may be overruled by a majority vote of the Committee.
- The Town and/or County may invite any of their staff personnel, including attorneys, to attend meetings that either feels would be helpful for the issues and items scheduled to be addressed.
- This mission statement and policies shall be adopted by a majority of the Board of Supervisors and the Town Council. They may be amended by a majority vote of the Town Council and Board of Supervisors.

MANAGER and ADMINISTRATOR REPORTS

Quarterly, at a regular meeting of the Front Royal Town Council, the Warren County Administrator shall give an oral report of the County to the Council, and regular meeting of the Warren County Board of Supervisors, the Front Royal Town Manager shall give an oral report of the Town to the Board; this will not be a question and answer period.

Approved by the Warren County Board of Supervisors: September 7, 2010

Approved by the Front Royal Town Council: September 13, 2010

Approved by the Front Royal Town Council: March 9, 2020

8B



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

Item # 8B

Meeting Date: March 9, 2020

Agenda Item: Proclamation – “Women’s History Month”

Summary: Councilman Letasha has asked Council to consider approving a proclamation designating the month of March as “Women’s History Month” in the Town of Front Royal.

Budget/Funding: None

Attachments: Proclamation

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 proclamation designating the month of March as “Women’s History Month in the Town of Front Royal as presented.

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

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

Approved By: _____

A red circular stamp with the number "10" inside, written in a stylized, cursive font.

PROCLAMATION

Congressional Resolution Designating the Month of March as

“Women’s History Month”

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways;

WHEREAS, American women have played and continue to play critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home;

WHEREAS, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation;

WHEREAS, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation;

WHEREAS, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement;

WHEREAS, American women have served our country courageously in the military;

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked & undervalued, in the literature, teaching and study of American history:

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the Town Council of the Town of Front Royal that March 2020 is designated as “Women’s History Month” in the Town of Front Royal.

SIGNED:

Eugene R. Tewalt, Mayor

ATTEST:

Tina L. Presley, Clerk of Council Pro Tempore

This proclamation was adopted by the Town Council of the Town of Front Royal, Virginia on March 9, 2020.

8C



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

Item # 08C

Meeting Date: March 9, 2020

Agenda Item: Proclamation – Governmental Purchasing Month

Summary: The Governor of the Commonwealth of Virginia officially recognizes March as “Governmental Purchasing Month”. Council is requested to consider approval of the recognition by approving a Proclamation recognizing March as “Governmental Purchasing Month” in the Town of Front Royal, as presented

Budget/Funding: None

Attachments: Proclamation

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 Proclamation recognizing March as “Governmental Purchasing Month” in the Town of Front Royal, as presented.

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

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

Approved By: _____

PROCLAMATION

*By virtue of the authority vested by the Constitution of Virginia in the Governor of the Commonwealth of Virginia,
there is hereby officially recognized:*

GOVERNMENTAL PURCHASING MONTH

WHEREAS, the Virginia Association of Governmental Purchasing (VAGP) was established in 1958, is the largest chapter of the National Institute of Governmental Purchasing with approximately 1,260 professional public purchasing members employed by nearly 350 public entities in the Commonwealth of Virginia, comprised of cities, counties, towns, state agencies, colleges, universities, public schools, hospitals, political subdivisions, authorities and community service boards throughout Virginia; and

WHEREAS, the Capital Area Purchasing Association (CAPA), also a large chapter of the National Institute of Governmental Purchasing, was established in 1978, and represents approximately 250 professional public purchasers from more than 55 public entities in the Virginia Capital Region; and

WHEREAS, the purchasing and materials management profession, with an aggregate purchasing power of billions of dollars, has a tremendous impact on the economy; and

WHEREAS, purchasing and materials management professionals work diligently to establish and maintain ethical standards in buying and selling, to increase knowledge of efficient procurement methods, to disseminate useful information to members, and to promote professionalism in public purchasing; and

WHEREAS, in addition to purchasing goods and services, purchasing and materials management professionals engage in, or have direct responsibility for executing, implementing and administering contracts, developing forecasts and procurement strategies, supervising and monitoring the flow and storage of materials, and developing working relationships with suppliers; and

WHEREAS, governmental purchasing professionals contribute positively to our Commonwealth's public agencies and services by improving purchasing methods and practices and by using new technology to increase efficiency and improve processes;

NOW, THEREFORE, the Mayor on behalf of Town Council, do hereby recognize March as **GOVERNMENTAL PURCHASING MONTH** in the **TOWN OF FRONT ROYAL**, and call this observance to the attention of all citizens.

SIGNED:

Eugene R. Tewalt, Mayor

ATTEST:

Tina L. Presley, Clerk of Council Pro Tempore

This proclamation was adopted by the Town Council of the Town of Front Royal, Virginia on March 9, 2020.

8D



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

Item # 7D

Meeting Date: March 9, 2020

Agenda Item: Bid for Meter Reading Handheld Devices

Summary: Council has received a request to approve the purchase of (3) Neptune Trimble Ranger XE handheld devices for meter reading, from Core & Main through sole source procurement in the total amount of \$27,000.

Budget/Funding: 9417-47001 – Electric Meter Reading Machinery & Equipment \$13,500
9617-47001 – Water Meter Reading Machinery & Equipment \$13,500

Attachments: Memorandum from Purchasing Manager, Letter from Core & Main, Neptune Product Sheet, Letter from Neptune and Sole Source Justification Form

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 (3) Neptune Trimble Ranger XE handheld devices for meter reading, from Core & Main and made by Neptune, through sole source procurement in the total amount of \$27,000.

*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: February 24, 2020
To: Tina Presley, Senior Executive Assistant
From: Alisa Scott, Purchasing Manager
RE: Request to Add Consent Agenda Item

The Purchasing department received a request for three (3) Trimble Ranger 3 XE Handheld devices made by Neptune through Sole Source Procurement method. Each handheld is \$9,000 and the total purchase is \$27,000.00 which includes software implementation and training.

This purchase qualifies as a sole source procurement in accordance with the Virginia Public Procurement Act because Core & Main is the only source practicably available for Neptune products. The Neptune water meters are already in use by the Town, and these handheld devices replace existing and end-of-life handheld devices for which the Town can no longer purchase parts or service repair. The water meters will not work with any other handheld device brand. It would be unreasonably expensive to purchase any other type of water meter and handheld device combination. Core & Main is the exclusive distributor for Neptune for the Virginia, West Virginia, and Maryland markets.

Staff recommends Council award the purchase of Neptune handheld devices for \$27,000.00. Town Council is requested to review and approve the award. Attached to this memo is the Core & Main quote, Neptune Product Sheet, a sole source letter from Neptune and sole source form from B.J. Wilson, Director of Finance. Please add this action item to the next available Town Council agenda.

Funding for this request is available in the following line items:

9417-47001 - Electric Meter Reading Machinery & Equipment \$13,500

9617 -47001 – Water Meter Reading Machinery& Equipment \$13,500

The sole source purchase is anticipated to be awarded by the Town on or about March 10, 2020.

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



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

Town of Front Royal
ATTN: BJ Wilson
E-mail: bwilson@frontroyal.com

TRIMBLE RANGER 3 XE HANDHELD PROPOSAL

- Trimble RANGER 3 XE Handheld w/HR2650i Receiver
(Bluetooth, WiFi, GPS, Camera, Scanner, WWAN)

Includes Trimble RANGER Charging & Communication Cradle

- ARB N_Sight Software
- Implementation & Training No Charge
Provided by HD Supply Martinsburg

Quantity of 3 **\$ 9,000.00 each**

TOTAL **\$27,000.00**

****The Utility is responsible for purchasing a Transfer file for their billing system if needed.***

Pricing does not include installation, Billing SW, or SW Interface.

Pricing is firm for a period of 60 days.

Please let us know if you need anything else.

Thank you,

Debbie Hennage

Cc: Hoang Tran

Local Knowledge
Local Experience
Local Service, Nationwide®



A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

Trimble Ranger 3XE Handheld Data Collector

Streamline and Automate Water Measurement

When you work with the Neptune® R900® System, you'll streamline and automate processes to help your workforce be more efficient in their jobs, saving your utility time and money. The Trimble Ranger 3XE's intuitive design reduces training time, and our automated features ensure that the data you collect is accurate and easy to share with other departments. And if you need it, you can count on our support staff to resolve issues quickly and efficiently. Neptune's systems provide the foundation that you can build on, turning data into meaningful information to improve accuracy, identify hidden causes of loss, and streamline operations.

Protect Assets While Adopting New Technologies

Neptune has designed the R900 System to ensure that individual components work easily with past generations of equipment, and will work just as seamlessly with future innovations as your utility's needs evolve. For instance, the Trimble Ranger 3XE maintains support to read R900® MIUs through its internal HR2650i receiver. The Ranger lets you choose manual keyed entry, probed, and walk-by RF data collection methods at any time. The Ranger can also be paired via Bluetooth with the R900® Belt Clip Transceiver (BCT). This enables features such as RF-activated data logging to extract 96 days' worth of hourly consumption data from the new enhanced R900 or E-CODER® R900i™ for an individual account. You can phase in these and other new features and equipment at your own pace, confident that Neptune will support your future needs without leaving stranded assets.

Address Customer Issues And Improve Service

With the Trimble Ranger 3XE and R900 BCT, access to the meter is not an issue, so your meter readers can quickly capture the information they need remotely. Your field personnel can now have AMI functionality in the palm of their hand, with immediate access to detailed interval data as well as flags for leaks, tamper, and reverse flow from E-CODER®-equipped meters. They can generate graphs of a customer's water consumption and show the customer on-screen exactly when excessive water usage occurred or when a probable continuous leak began. Seeing usage patterns and receiving alerts will help your utility proactively improve your customer service, heading off high bill complaints, reducing delinquent payments, and avoiding write-offs in the process.



KEY BENEFITS

Increases Efficiency

- Supports multiple data collection methods – manual keyed entry, probed, and mobile RF
- Integrated HR2650i receiver for easy transition to mobile RF
- Supports two-way communication to R900 when connected to R900 Belt Clip Transceiver (BCT)

Protects your meter reading data

- SD card backup
- Meets MIL-STD-810G for impact, vibration, humidity, altitude, and extreme temperatures
- Meets IP67 for protection against dust and water intrusion

Analyze data at the source

- View data logging graphs in the field to address high bill complaints
- Identify high/low audit status failures
- Receive leak, reverse flow, and days of no flow alerts from E-CODER-equipped meters

Specifications

Operating System

- Windows Mobile 6.5 Professional

Software Application

- N_SIGHT® (version 4.7 or later)

Processor

- TI AM3715 Sitara ARM Cortex-A8 processor at 800 MHz

Memory

- 256 MB RAM

Display

- 4.2 in (10.6 cm), 640 x 480 pixel, VGA TFT with LED backlighting

Keyboard:

- QWERTY full keypad with number pad, directional buttons with 4 programmable buttons

Power Supply

- Rechargeable lithium ion battery pack – 11.1V, 2500 mAh, 27.8 Wh
- Power management system
- Integrated charge status and low battery indicator
- Typical 10+ hour work day

Communication

- Bluetooth 2.0 + EDR
- WiFi (802.11b/g)

WWAN Radios

- HSDPA, Tri-band
- HSDPA/UMTS: 850/1900/2100 MHz, Quad-band
- GSM/GPRS/EDGE
- CDMA

Audio

- Integrated speaker and microphone

AMR RF Receiver

- HR2650i integrated receiver, Also compatible via Bluetooth with R900 BCT

Dimensions

- Height: 1.9" (4.8 cm)
- Width: 5.2" (13.1 cm)
- Length: 10.5" (26.6 cm)
- Weight: 2.3 lbs. (1.04 kg) including rechargeable battery and stylus

Temperature Range

- Operating: -22°F to +140°F (-30°C to +60°C)
- Storage: -40°F to +158°F (-40°C to +70°C)
- Humidity: 90% RH temp cycle -4°/+140°F (-20°C/+60°C)

Environmental – Meets or Exceeds:

- Water: IEC-529, IP67
- Sand & Dust: IEC-529, IP67
- Drop: MIL-STD-810G, Method 516.6, Procedure IV
- Vibration: MIL-STD-810G, Method 514.6, Procedure I, II
- Operating and Storage Temperature: MIL-STD-810G, Method 501.5 – Procedure I, II, Method 502.5 – Procedure I, II, III

- Temperature Shock: MIL-STD-810G, Method 503.5, Procedure I
- Humidity: MIL-STD-810G, Method 507.5
- Altitude: MIL-STD-810G, Method 500.5, Procedure I, II, III

Approvals

- FCC, CE, R&TTE, IC (Canada), C-tick, GCF compliant, RoHS compliant, Section 508 compliant, AT&T certified, WiFi Alliance certified, MIL-STD-810G, IP67, MIL-STD-461

Accessories

- Ethernet communications and charging cradle
- Replacement lithium-ion battery
- Hand strap
- AC power adapter
- Anti-glare screen protector
- Stylus

Warranty

- Two year comprehensive warranty
- Hardware and software maintenance contracts available





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



SOLE SOURCE JUSTIFICATION FORM

Requesting Department: Finance / Meter reading

Description of Commodities or Services: Neptune meter reading handhelds

On the lines below initial all entries that apply to this procurement.

 Original manufacturer's equipment or parts subject to specific patent or copyright
(Please attach supporting documentation)

✓ Equipment or parts not interchangeable with similar parts or equipment of
another manufacturer (Please attach supporting documentation)

 Original manufacturer's parts required to maintain equipment warranty
(Please attach copy of manufacturer's warranty)

 This is the only known equipment or part that meets the specialized needs of
this department or perform the intended function (Please attach explanation)

 This is the only known vendor that can perform the repair, maintenance, or render
the service. (Please attach supporting documentation)

 Commodities or services are only available from this vendor because of legal
requirements. (Please attach explanation)

 None of the above apply (Please attach explanation)

Based on the above, I request that competitive purchasing procedures be waived and that
the commodities or services be procured as a sole source procurement. I have obtained a
price quote from this sole source vendor and the price has been determined to be fair and
reasonable based on:

Circle one: History Cost of similar commodities or services

Published prices

Negotiated cost

The Town of Front Royal Procedures for Purchasing and Procurement Manual provides
that written notification of a sole source purchase must be posted in a designated public
area, published in a newspaper of general circulation, or posted on the Town of Front Royal
web site.

Initiator: 
Signature

Date: 2/24/20

Verification by Department Head: 

Signature

7E



Town of Front Royal, Virginia Council Agenda Statement

Item # 8E

Meeting Date: March 9, 2020

Agenda Item: Encroachment License for 114-116 E. Main Street Handicap Ramp and Landing
– Mark Poe, Poe Shoe and Brace Company

Summary: Council is requested to approve a five-year Encroachment License for 114-116 E. Main Street Handicap Ramp and Landing with Mark Poe of Poe Shoe and Brace Company as presented. Council discussed and approved this item in 2018; however, the license was contingent upon the applicant providing a plat of survey to the Town within one year. The deadline has passed; therefore a new license is written to reference the encroachment as shown on the architectural drawing drawn by Frederick Andrea Architects of January 2018.

Budget/Funding: None

Attachments: Encroachment License

Meetings: Work Session held March 5, 2018 and Regular Meeting of May 14, 2018

Staff

Recommendation: Approval_____ Denial_____

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

Proposed Motion: I move that Council approve a five-year Encroachment License for 114-116 E. Main Street Handicap Ramp and Landing with Mark Poe of Poe Shoe and Brace Company, 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: 

L I C E N S E A G R E E M E N T

THIS ENCROACHMENT LICENSE AGREEMENT, is made and entered into this ____ day of _____, 2020, by and between the **TOWN OF FRONT ROYAL, VIRGINIA**, a municipal corporation, hereinafter referred to as the "Town", and **MARK POE**, trading as **POE SHOE AND BRACE COMPANY**, hereinafter collectively referred to as "Poe".

WHEREAS, Poe, the owner and operator of improved real property located at 114-116 East Main Street, Town of Front Royal, Warren County, Virginia, has requested that the Town Council of the Town of Front Royal, Virginia, authorize the encroachment of improvements so as to construct a handicap ramp and landing located at the rear entrance to his building on said real property (the "Encroachment") into, on and over the Town's right-of-way (the "Property") being a small portion of the Town's Peyton Street Parking Lot as hereinafter described; and,

WHEREAS, the Town of Front Royal, Virginia, is willing to authorize the Encroachment upon the Property on said public right-of-way way so described **SUBJECT** to the following terms and conditions.

That for and in consideration of the sum of **ONE DOLLAR (\$1.00) per annum**, paid by Poe to the Town , the parties do hereby agree as follows:

- 1. PREMISES** - The Town agrees to license and lease to Poe so much of its Property on the Town's public right-of-way, being a small portion of the said Peyton Street Parking Lot for the said Encroachment, as shown on the architectural drawing drawn by Frederick Andrae Architects of date 1-12-18, together with the attached

photograph, both of which were also made a part of Town of Front Royal Town Council Work Session Agenda Item # 2 date March 5, 2018, all of which are made a part hereof and incorporated by reference herein.

2. **TERM OF LICENSE** - The term of the License is for a period of **Five (5)** years, commencing on the _____ day of _____, 2020, and ending on the _____ day of _____, 2025.

3. **PAYMENT OF LICENSE FEE** - Poe shall pay to the Town an annual license fee payment of **One Dollar (\$1.00)**. The license fee payment shall be paid in advance beginning on the _____ day of _____, 2020 and on an annual basis thereafter for the term of this License and any extensions hereunder.

5. **RELEASE AND HOLD HARMLESS** – Poe hereby agrees to hold the Town, its officers, employees, agents, and invitees harmless from any liability pertaining to Poe’s use of the Property and Encroachment, and the use of the Property and Encroachment by Poe, Poe’s guests, invitees, agents, and employees.

6. **USE OF PREMISES** – Poe shall not assign this License Agreement or sublicense the Property or the Encroachment without the prior written permission of the Town. Poe shall not permit or allow any dangerous practice or hazardous condition to occur on the Property or the Encroachment, nor shall Poe allow any violation of any State, Federal, or local law or regulation concerning the use of the Property or Encroachment, or permit any illegal activity to occur thereon. Poe shall not create or allow any nuisance to be or remain upon the Property or Encroachment, except as set forth herein.

7. **ALTERATIONS OR IMPROVEMENTS** - Any alterations, additions, or improvements to the Property or Encroachment, shall not be permitted without the written consent of the Town, except as set forth herein. Any permitted alterations, additions, or improvements to the Property or Encroachment shall be performed at the sole expense of Poe by reputable workmen and contractors approved by the Town, which the Town shall not unreasonably withhold. All alterations, additions, or improvements to the Property and Encroachment shall be and remain the sole property of the Town, except as permitted in writing by the Town.

8. **MAINTENANCE** – Poe shall maintain the Property and Encroachment in a safe condition of good repair. Poe shall surrender the Property and Encroachment to the Town at the conclusion of the License Agreement and any extensions free and clear of the Encroachment, unless expressly permitted otherwise by the Town. Poe accepts the Property "as is", "where is". It is specifically understood that the Town has no obligation to Poe to make any repairs, improvements, or replacements whatsoever to the Property or to the Encroachment during the period of the License Agreement. The Town does not warrant or guarantee as to the suitability of the Property for any particular purposes.

9. **TERMINATION** - This License Agreement may be terminated by either party for any reason sixty (60) days from the date of mailing or hand delivery a written notice of termination to the other party. For the purposes of this License Agreement, all notices shall be made in writing and shall be delivered by first class mail or hand delivered to the parties at the addresses stated herein, to-wit:

**TOWN OF FRONT ROYAL
C/O Front Royal Town Manager**

**102 East Main Street
Front Royal, Virginia 22630**

**POE SHOE AND BRACE COMPANY
C/O MARK POE
114 East Main Street
Front Royal, Virginia 22630**

In the event of termination by the Town prior to the scheduled expiration of this License Agreement, Poe shall be given a reasonable time to remove the Encroachment and supporting infrastructure from the Property, not to exceed sixty (60) days. In the event that public necessity requires an immediate recovery of the Property by the Town, and Poe is unable to immediately remove the Encroachment and supporting infrastructure from the Property, the Town may remove the Encroachment and supporting infrastructure for Poe, without liability therefor.

Except as provided herein, any fixtures or personal property which remains upon the Property upon termination or expiration of the License Agreement shall become the sole property of the Town at the sole option of the Town.

10. AUTHORITY- All parties and signatories hereto affirmatively represent that by signing this License Agreement and all Exhibits hereto, that they have all necessary and appropriate authority of their representative organizations to do so and legally bind their respective organizations hereto.

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

13. MODIFICATION AND EXTENSIONS - Modification of the terms and conditions of this License Agreement and extensions or renewals of this License

Agreement shall not be permitted, unless agreed to in writing and executed with the same formality as this Agreement.

GIVEN under our hands this _____ day of _____, 2020.

TOWN OF FRONT ROYAL, VIRGINIA (SEAL)

BY: _____
Matthew A. Tederick, Interim Town Manager

Attest:

Tina L. Presley, Clerk of Town Council Pro Tempore

MARK POE (SEAL)
TRADING AS
POE SHOE AND BRACE COMPANY (SEAL)

BY: _____
Mark Poe

APPROVED AS TO FORM:

Douglas W. Napier, Town Attorney



Work Session Agenda Form

Item # 2

DATE: March 5, 2018

AGENDA ITEM: 114/116 E. Main Street Encroachment Request
Handicap Ramp and Landing

SUMMARY: Along with other renovation work, the owner of 114/116 E Main Street has applied to construct a handicap ramp and landing at the rear entrance to the building. Attached with this coversheet is a copy of the Applicant's plans. The proposed handicap ramp and landing would be located within Town Property; and therefore, require approval by Town Council. Below is a picture of the area in question.



BUDGET/FUNDING: N/A

STAFF RECOMMENDATION: Staff does not object to issuance of a 5-year encroachment license at this time to facilitate the improvements sought by the Applicant.

Work Session

9



Town of Front Royal, Virginia Council Agenda Statement

Item # 9

Meeting Date: March 9, 2020

Agenda Item: PUBLIC HEARING – Setting Fiscal Year 2020-2021 Tax Rates and Ordinance
Amendment to Chapter 75-44 (*1st Reading*)

Summary: Council is requested to adopt a real property tax rate at \$0.13 per \$100 assessed value which represents a decrease of \$0.0005 from the current year's tax rate and the personal property tax rate at \$0.64 per \$100 assessed value, which represents no increase over the current year's rates; and the personal property tax relief rate (PPTR) for qualifying vehicles at a rate to be set by Town Council at future time pursuant to Virginia Code §58.1-3524, and as all owners of qualified vehicles will be notified on their Town of Front Royal personal property tax bill. Council is further requested to affirm on its first reading and ordinance amendment to Chapter 75-44.C. to reflect such change, as presented.

Budget/Funding: None

Attachments: Ordinance

Meetings: Work Session held February 19, 2020

Staff

Recommendation: Approval_____ Denial_____

Proposed Motion: I move that Council adopt a real property tax rate at \$0.13 per \$100 assessed value which represents a decrease of \$0.0005 from the current year's tax rate and a personal property tax rate at \$0.64 per \$100 assessed value, which represents no increase over the current year's rates; and the personal property tax relief rate (PPTR) for qualifying vehicles at a rate to be set by Town Council at future time pursuant to Virginia Code §58.1-3524. I further move that Council affirm on its first reading and ordinance amendment to Chapter 75-44.C. to reflect the adopted real and personal property tax rates, 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: 

AN ORDINANCE TO AMEND SECTION 75-44 (C) OF THE FRONT ROYAL TOWN CODE PERTAINING TO REAL ESTATE AND PERSONAL PROPERTY TAX RATES

75-44 MAILING OF BILLS; DUE DATES, PENALTY AND INTEREST; IMPOSITION OF THE TAXES AND RATES

C. There is hereby imposed upon all real property within the limits of the Town of Front Royal, Virginia, an effective tax rate in the amount of thirteen ~~and one-half~~ cents (\$0.13~~5~~) per one hundred dollars (\$100.00) of assessed valuation ~~with the increase being designated to the construction of the new Police Department and associated debt service~~, and a tax upon all tangible personal property located within the limits of the Town of Front Royal, Virginia, in the amount of sixty-four cents (\$0.64) per one hundred dollars (\$100.00) of assessed valuation. The tax on all personal property shall include all Machinery and Tools. The tax on all real property shall include all mobile homes. ~~The tax imposed upon real property within the limits of the Town of Front Royal, Virginia, shall be decreased upon completion of payment of debt service of the new Police Department Headquarters to the tax rate before the increase in 2019.~~

This ordinance shall become effective upon passage.

APPROVED:

Eugene R. Tewalt Mayor

ATTEST:

Tina L. Presley, Clerk of Council Pro Tempore

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____ 2020, upon the following recorded vote:

William A. Sealock	☐ Yes ☐ No	Chris W. Holloway	☐ Yes ☐ No
Lori A. Cockrell	☐ Yes ☐ No	Jacob L. Meza	☐ Yes ☐ No
Gary L. Gillispie	☐ Yes ☐ No	Letasha T. Thompson	☐ Yes ☐ No

A public hearing on the above was held on March 9, 2020, having been advertised in the Northern Virginia Daily on February 22, 2020 and February 29, 2020.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

10



Town of Front Royal, Virginia Council Agenda Statement

Item # 10

Meeting Date: March 9, 2020

Agenda Item: COUNCIL APPROVAL – Ordinance Amendment to Chapter 175-106.B.1.b.[6] Pertaining to Sign Regulations for Medical Facilities with a Medical Center – Valley Health (2nd Reading)

Summary: Valley Health submitted an application for an ordinance amendment to the Town's sign regulations. The Planning Commission recommended approval of the attached proposed amendment. Council is requested to adopt on its second and final reading an ordinance amendment request submitted by Floyd R. Heather, on behalf of Valley Health and Warren Memorial Hospital pertaining to sign regulations for medical facilities within a medical center, such as a hospital. Upon approval the amendment would change Town Code 175-106.B.1.b.[6] by defining what a medical center is and modify existing standards pertaining to just them.

Budget/Funding: None

Attachments: Ordinance and Valley Health Master Plan

Meetings: Work Session held January 21, 2020. Public Hearing held February 24, 2020.

Staff

Recommendation: Approval_____ Denial_____

Proposed Motion: I move that Council adopt on its second and final reading an ordinance amendment to Town Code Chapter 175-106.B.1.b.[6] by defining what a medical center is and modify existing standards pertaining to just medical centers 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: _____

**AN ORDINANCE TO AMEND SECTION 175-106.B.1.b[6] OF THE FRONT ROYAL
TOWN CODE PERTAINING TO SIGNS REGULATIONS FOR MEDICAL
FACILITIES WITH A MEDICAL CENTER**

B. Signs Permitted by Zoning Districts:

1. Agricultural and Residential Zoning Districts; Permitted Signs:

b. Signs for Permitted Uses:

~~[6] Medical and Professional Centers: Facilities located within a center of at least two (2) acres in size and including five (5) or more functions or offices planned as an integrated development shall be authorized to erect signs based on the following:~~

~~[a] Signs for Individual Establishments or Functions Within Center: Same as for multiple businesses, as outlined in Section 175-106B.2.c.~~

~~[b] Center Identification Sign: One (1) ground mounted or monument style sign per street frontage with an area of one (1) square foot per four (4) linear feet of lot frontage on which the sign is to be erected, up to a maximum of sixty (60) square feet. The center identification sign shall display only the name and address of the center, and establishments located therein. No other ground mounted signs shall be permitted on that same road frontage within the center.~~

[6] Medical Centers: In lieu of the other requirements of this section, Medical Centers may be granted alternative standards for signs, subject to the following provisions.

- a. A master signage plan shall be submitted with a sign permit application showing the location, size, height and appearance of each proposed sign on the property.
- b. The sign permit and master signage plan shall be reviewed by the Planning Commission and decided on within 60 days of submittal, unless otherwise agreed upon by the Applicant. Town Staff may authorize the refacing of signs or other minor alterations that meet the same specifications approved by the Planning Commission.
- c. Wall signs shall not exceed the maximum height requirement for the zoning district in which they are located.
- d. Wall signs may be permitted to encompass up to 20% of the area of each building wall, provided that, under no circumstance may the total amount of wall signage exceed 200 square feet per building wall.
- e. Ground Mounted signs may be allowed by the Planning Commission up to 150 square feet along public streets and up to 75 square feet along private streets. Monument style signs are recommended.
- f. All signs shall be setback no less than 5 feet from the property line, and not less than 5 feet from any private street, driveway, parking aisle, or other vehicle maneuvering area.
- g. For the purposes of this subsection, Medical Centers shall only include medical facilities that are part of an integrated development and are located on at least two (2) acres. Other permitted uses on the same property shall be allowed wall signage in accordance with Town Code 175-106.B.2. Ground mounted signs for other permitted uses shall be restricted, unless the Planning Commission authorizes the use to share signage primarily used for the Medical Center or if the signage is exempt by this Section.

This ordinance shall become effective upon passage.

APPROVED:

Eugene R. Tewalt, Mayor

ATTEST:

Tina L. Presley, Clerk of Council Pro Tempore

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted March 9, 2020, upon the following recorded vote:

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

A public hearing on the above was held on February 24, 2020, having been advertised in the Northern Virginia Daily on February 8 and February 15, 2020.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

11



Town of Front Royal, Virginia Council Agenda Statement

Item # 11

Meeting Date: March 9, 2020

Agenda Item: COUNCIL APPROVAL – Ordinance Amendment to Chapter 9-303 to Provide for the Abatement of Blight Property (*2nd Reading*)

Summary: Using the successful model found in Loudon County Code and used in Loudon County and the Town of Leesburg, a Spot Blight Abatement Ordinance for the Town is proposed. The ordinance provides for the abatement of blighted properties which threatens the public's health, safety and/or welfare. Council is requested to adopt on its second and final reading an ordinance amendment to Town Code Chapter 9-303 "Spot Blight Abatement" as presented.

Budget/Funding: None

Attachments: Ordinance and State Code Reference

Meetings: Work Session held January 27, 2020. Public Hearing held February 24, 2020.

Staff

Recommendation: Approval_____ Denial_____

Proposed Motion: I move that Council adopt on its second and final reading an ordinance amendment to Town Code Chapter 9-303 "Spot Blight Abatement" 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: _____

**AN ORDINANCE TO AMEND SECTION 9-303 OF THE FRONT ROYAL TOWN
CODE PERTAINING TO SPOT BLIGHT ABAETMENT**

**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:

1. "Blighted property" means any individual commercial, industrial, or residential structure or improvement that endangers the public's health, safety, or welfare because the structure or improvement upon the property is dilapidated, deteriorated, or violates minimum health and safety standards.
2. "Town" means the Town of Front Royal, Virginia.
3. "Farm building or structure" means a legally established building or structure, primarily used for agricultural, as defined by the Zoning Ordinance.
4. "Spot blight" means a structure or improvement that is a blighted property as defined in this chapter.

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

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

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

E. EXEMPTIONS. The following structures and improvements shall be exempt from this chapter:

1. Farm buildings or structures.

- ~~2. Structures listed or eligible for listing in the Virginia Landmarks Register or National Register of Historic Places, or as a contributing resource to a Virginia Landmarks Register or National Register of Historic Places listed or eligible Historic District.~~

F. PROCEDURE FOR DECLARATION OF BLIGHTED PROPERTY.

1. Should the Town Manager, or designee, make a preliminary determination of blighted property in accordance with this chapter, notice 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, 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.

This ordinance shall become effective upon passage.

APPROVED:

Eugene R. Tewalt, Mayor

ATTEST:

Tina L. Presley, Clerk of Council Pro Tempore

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted March 9, 2020, upon the following recorded vote:

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

A public hearing on the above was held on February 24, 2020, having been advertised in the Northern Virginia Daily on February 8 and February 15, 2020.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____ / ____ / ____

12



Town of Front Royal, Virginia Council Agenda Statement

Item # 12

Meeting Date: March 9, 2020

Agenda Item: COUNCIL APPROVAL – Contract with CHA Consulting, Inc. for I & I Abatement

Summary: The current contract with CHA Consulting, Inc. for I & I Engineering Services expires this month. Council is requested to approve a new contract with CHA Consulting, Inc. in the amount of \$424,000, to allow the Town and CHA to continue working on reducing the amount of I & I treated at the Wastewater Treatment Plant with completion of the following tasks:

Task 1 – FR-5 Sanitary Sewer Conveyance Improvements	\$144,000.00
Task 2 – Annual I & I Abatement Engineering Services	\$200,000.00
Task 3 – Preliminary Engineering Report	<u>\$ 80,000.00</u>
TOTAL:	\$424,000.00

Budget/Funding:

9802-47998	Sewer Line Maintenance I & I Abatement	\$ 38,609.22
9802-R47998	Sewer Line Maintenance I & I Abatement	<u>\$385,390.78</u>
	TOTAL:	\$424,000.00

Attachments: Memorandums from Purchasing Manager and Public Works Director, and Contract

Meetings: Work Session held March 2, 2020.

Staff

Recommendation: Approval_____ Denial_____

Proposed Motion: I move that Council approve a new contract with CHA Consulting, Inc. in the amount of \$424,000, to allow the Town and CHA to continue working on reducing the amount of I & I treated at the Wastewater Treatment Plant with completion of the following tasks: Task 1 – FR-5 Sanitary Sewer Conveyance Improvements in the amount of \$144,000.00; Task 2 – Annual I & I Abatement Engineering Services in the amount of \$200,000.00; and Task 3 – Preliminary Engineering Report in the amount of \$ 80,000.00. I further move that the Interim Town Manager execute all documents specific to the contract.

*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: March 4, 2020
To: Tina Presley, Senior Executive Assistant
From: Alisa Scott, Purchasing Manager
RE: Request to add action item to Town Council Agenda

The Town currently contracts engineering services with CHA Consulting for I&I Abatement. However, the current contract will end in February 2020. To prepare for the end of this contract term, and at the direction of Council, the Purchasing department solicited and received four (4) proposals for competitive negotiation.

The RFP requested a scope of work for engineering services with intentions on reducing the Sanitary Sewer Overflows (SSO's) and bypasses at the wastewater treatment plant and help reduce the Total Solid Suspended (TSS) levels. With the I&I Abatement projects completing within the scope of services for the current contract, Town Staff recommends continuing to contract with CHA Consulting.

Staff recommends Council move forward with awarding CHA Consulting \$144,000.00 for the successful completion of Task 1; \$200,000.00 for the successful completion of Task 2; and \$80,000.00 for the successful completion of Task 3.

Please add this to Council's next agenda.

Funding for this service is budgeted for and available in the following line items:

9802-47998	Sewer Line Maintenance I & I Abatement	\$38,609.22
9802-R47998	Sewer Line Maintenance I & I Abatement	<u>\$385,390.78</u>
	Total	\$424,000.00

Purchasing, Department of Finance
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: February 11, 2020
RE: I&I Contract Recommendation

I have reviewed the services listed in the new contract proposal from CHA Consulting out of Blacksburg, VA for I&I engineering services. The current contract with CHA for I&I engineering services expires this month. I would like to recommend the approval of the new contract with CHA engineering to allow the Town and CHA to continue working on reducing the amount of I&I treated at the Wastewater Treatment Plant.

This project will help reduce the amount of Sanitary Sewer Overflows (SSO's) and the bypasses at the wastewater plant and help reduce the Total Solid Suspended (TSS) levels. With the I&I projects getting ready to start over the next couple of months and the future projects over the next two to three years this proposal will help get the Town's sewer system back in compliance with state and local requirements.

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



CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES is made and entered into this ____ day of _____, 20____, by and between **THE TOWN OF FRONT ROYAL, VIRGINIA**, a Municipal Corporation, whose address is 102 East Main Street, Front Royal, Virginia 22630 (hereinafter referred to as the "Town"), and **CHA CONSULTING, INC.**, a state of New York Corporation, whose street address is 1341 Research Center Drive Blacksburg, VA 24060, and whose mailing address is SAME (hereinafter called the "Independent Contractor").

W I T N E S S E T H:

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

1. Place of Service Performance/Delivery:

PER RFP #34 ENGINEERING SERVICES RELATED TO SANITARY SEWER INFLOW & INFILTRATION ABATEMENT

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

3. Term of Contract: This Contract shall be in effect beginning with the date of the final signature on the contract and continuing (if not otherwise terminated pursuant to the terms of this agreement) through twelve (12) months with the option of three (3) one-year renewals on the anniversary date, if agreed to by both parties, for a maximum total contract period of four (4) years, in accordance with the enclosed statement of needs and terms.

4. Payment:

a. The Town shall promptly pay the lump sum of **ONE HUNDRED FOURTY FOUR THOUSAND DOLLARS** (\$144,000) for the completed services described in ATTACHMENT A Task 1 – FR 5 Sanitary Sewer Conveyance Improvements; **EIGHTY THOUSAND DOLLARS** (\$80,000) for the completed services in Task 3; and **TWO HUNDRED THOUSAND DOLLARS** (\$200,000) annually for the completed services described in Task 2 – Annual I&I Abatement Engineering Services and described in PER RFP #34 ENGINEERING SERVICES RELATED TO SANITARY SEWER INFLOW & INFILTRATION ABATEMENT and further amended in Attachment A by the required date. The required payment date shall be either: (1) the date on which payment is due under the terms of the contract, or (2) if a date is not established by the contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within twenty (20) days after the receipt of an invoice for goods or services, the Town shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. If the Town fails to make payment by the required payment date, the Town shall pay any finance charges assess by the supplier that shall not exceed one percent (1%) per month. Where payment is made by mail, the date of the postmark shall be deemed to be the date the payment is made.

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

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

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

All invoices shall show the applicable Purchase Order number.

d. The Independent Contractor shall monthly furnish an invoice to the Town for services rendered that month. All goods or services provided under this contract or Purchase Order, that are

to be paid for with public funds, shall be billed by the Independent Contractor at the contract price, regardless of which Town department is being billed.

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

To Subcontractors:

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

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

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

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

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

6. Services Rendered: PER RFP #34 ENGINEERING SERVICES RELATED TO SANITARY SEWER INFLOW & INFILTRATION ABATEMENT and further described in Attachment A.

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

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

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

a. The Independent Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, natural origin, age, disability, status as a service disabled veteran or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary for the normal operation of the Independent Contractor. The Independent Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

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

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

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

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

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

- a. Provide a drug-free workplace for the Independent Contractor’s employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Independent Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition
- c. State in all solicitations or advertisements for employees placed by or on behalf of the Independent Contractor that the Independent Contractor maintains a drug-free workplace
- d. Include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor,

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

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

expenses shall not, however, include loss profits on services not performed as a result of such termination for convenience.

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

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

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

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

Automobile Liability, *naming the Town as Additional Insured*

Worker's Compensation

18. Amount of Insurance Required:

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

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

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

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

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

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

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

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

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

ATTACHMENT A - 2020 PROFESSIONAL ENGINEERING SERVICES BETWEEN OWNER AND ENGINEER FOR SERVICES RELATED TO SANITYAR SEWER INFLOW AND INFILTRATION ABATEMENT PROPOSED WORK DURING FEBRUARY 2020 TO FEBRUARY 2021 CONTRACT PERIOD.

24. Standard of Care: The Independent Contractor shall perform the services herein described expeditiously and diligently and in accordance with the standard of care and skill

ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided.

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

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

(SEAL)

TOWN OF FRONT ROYAL, VIRGINIA

Attest: _____

BY: _____

Type Name: _____

Type Name: Matthew Tederick

Title: _____

Title: Interim Town Manager

Date: _____

(SEAL)

INDEPENDENT CONTRACTOR:

Attest: _____

INDEPENDENT CONTRACTOR NAME

Type Name: _____

BY: _____

Title: _____

Type Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

DOUGLAS W. NAPIER, TOWN ATTORNEY

DATE: _____

**ATTACHMENT A - 2020
PROFESSIONAL ENGINEERING SERVICES
BETWEEN
OWNER AND ENGINEER
FOR SERVICES RELATED TO SANITARY SEWER
INFLOW AND INFILTRATION ABATEMENT
PROPOSED WORK DURING FEBRUARY 2020 TO FEBRUARY 2021 CONTRACT PERIOD**

This Attachment A - 2020 is made part of the Contract between the Town of Front Royal (Town), and CHA CONSULTING, INC. (CHA), dated February 3, 2020, (“the Agreement”). CHA shall perform services on the project described below as provided herein and in the Contract.

PART 1.0 – PROJECT DESCRIPTION

The Town of Front Royal entered into a Special Order by Consent (SOC) with the Virginia Department of Environmental Quality (VDEQ) in October 2009 to reduce the frequency of bypasses and sanitary sewer overflows in its sanitary sewer collection system and wastewater treatment plant. The SOC outlined 23 items in Appendix A, Schedule of Compliance. The Town has provided these deliverables to the VDEQ; however, the frequency of bypasses and sanitary sewer overflows have not reduced to a level that the VDEQ will terminate the SOC. The frequency and volume of bypasses and SSOs may result in additional DEQ enforcement action.

Over the last several years, CHA has been working with the Town to update the Town’s sanitary sewer GIS and investigate the priority sewersheds outlined in the Corrective Action Plan update. The investigative work has focused on the priority sewersheds in FR-1, FR-5, FR-6, and FR-7 which were identified as the sewersheds that are contributing the most I&I to the system. CHA is currently providing construction contract administration and resident project representation for three construction contracts focused on sanitary sewer rehabilitation in FR-5, FR-6, and FR-7. This project is titled FR-6 and FR-7 Sanitary Sewer Rehabilitation – Phase I.

In the 2019 contract period, CHA developed a sanitary sewer model and developed a technical memorandum to determine capacity limitation and to assess improvements in the FR-5 metershed to reduce the frequency of sanitary sewer overflows and resident/business sewer back-ups. The memorandum recommended a sewer realignment and upsizing project at the lower end of FR-5. This proposed project in combination with upstream sanitary sewer rehabilitation should reduce the frequency of SSOs and backups. This sewer realignment and upsizing project is referred to as the FR-5 Sanitary Sewer Conveyance Improvements Project is planned to be designed, bid and constructed during this contract term providing that easements can be secured in a timely manner.

Additionally, the Town has decided to hire a third-party contractor to CCTV most of its remaining clay and concrete sewers. The current plan is to CCTV up to 180,000 linear feet of the remaining clay/concrete sanitary sewers in the Town. With this video, CHA will be able to rank the infiltration and inflow potential of all CCTVed clay and concrete sewers in the Town’s system. CHA will provide oversight of this contractor and will score each pipe segment utilizing Pipeline Assessment Certification Program (PACP) protocol.

CHA also plans to continue to prepare the quarterly and annual reports required by the VDEQ SOC and meet with the Town and VDEQ as requested over the course of the contract period. For the purposes of this Attachment A, these services will be titled Annual I&I Abatement Engineering Services.

The Town has decided to expedite the Sanitary Sewer Rehabilitation Program. The plan is to prepare a Preliminary Engineering Report (PER) that will outline a project with an approximate construction value of \$8 million. The PER will be prepared to support a funding application to the VDEQ Virginia Clean Water Revolving Loan Fund Program with the hopes of secure low interest financing. This PER will utilize results of previously collected field data, the new CCTV data, as well as additional field investigations performed in spring 2020 to develop a comprehensive PER.

PART 2.0 – SCOPE OF SERVICES TO BE PERFORMED BY CHA ON THE PROJECT

CHA proposes to provide basic engineering services including design, bidding, and construction contract administration including resident project representation services for the **FR-5 Sanitary Sewer Conveyance Improvements** project as outlined in the following Task 1 scope of services. CHA proposes to provide **Annual I&I Abatement Engineering Services** as outlined in the following Task 2 scope of services. CHA also proposes to prepare a **Preliminary Engineering Report** for a comprehensive rehabilitation project and submit a VDEQ Virginia Clean Water Revolving Loan Fund Application as part of Task 3.

Task 1- FR-5 Sanitary Sewer Conveyance Improvements

Task 1A – Design and Bidding Phase Services

CHA will design the collection system improvements as outlined in the technical memorandum and as outlined on the attached figure. CHA will subcontract with a licensed surveyor to provide field survey, of the project area. Based upon the field survey, CHA will prepare drawings and specifications for incorporation in the Contract Documents. We anticipate plan and profile drawings along with typical sanitary sewer detail sheets along with detailed technical specifications. The contract documents will be prepared to show the general scope, extent, and character of the work to be furnished and performed by the Contractor, hereinafter called “Drawings and Specifications.” Said specifications will be prepared in conformance with the 50-division format of the Construction Specifications Institute and based on CHA’s standard specifications. CHA will provide the Town with digital and hard copies of the documents and present and review them in person with Town staff. Upon Town approval of Drawings and Specifications, CHA will advise Town of any adjustments to the latest Opinion of Probable Construction Costs caused by changes in general scope, extent or character, or design requirements of the project. CHA will assist the Town in securing bids in accordance with the Virginia Public Procurement Act at the direction of the Town.

Task 1B – Construction Contract Administration

CHA will take an active role during construction for this construction contract. CHA will issue notice of award, notice to proceed, and distribute the construction contract agreements for the project as required. CHA will issue the required number of contract documents to all parties. CHA will schedule, attend, and administer the preconstruction conference for the project as necessary. CHA will review and distribute all shop drawings and pay requests and will respond promptly to contractor questions and redesign as necessary to accommodate any changes in field conditions. CHA will schedule, attend, and administer construction progress meetings as necessary. Representatives from the Town, the Contractor, and other interested parties will attend these meetings.

CHA will prepare and distribute the meeting minutes from these meetings. Additionally, CHA will prepare field orders, change proposal requests and respond to any requests for information from the contractor. CHA will collect the record drawings from the contractor and update the Town's sanitary sewer GIS based upon the sanitary sewer rehabilitation that was performed.

Task 1C – Resident Project Representation

CHA proposes to provide full-time Resident Project Representation to ensure that the contractor is constructing the improvements in accordance with the contract documents. Since the level of inspection and the duration of actual construction time varies with the Contractor, CHA proposes to provide these services on a time and materials basis. Based upon similar projects, approximately 45 hours per week for 3 months is budgeted at this time.

Task 1D – Easement Assistance and VMRC Stream Crossing Permitting

CHA anticipates the need to prepare and acquire several easements to realign the sanitary sewer. CHA will subcontract with a licensed surveyor to prepare the required plats and then will assist the Town in securing the easements as required. This will likely include meeting with the property owner(s) to discuss the need for the project and assisting the Town in securing the required signatures.

Due to the required creek crossing as proposed, a VMRC stream crossing permit will need to be prepared and submitted to secure approval to cross water of the state. CHA will prepare this permit and work to secure the VMRC permit. This may require meeting with the affected property owners to discuss the project and secure the required signatures for the VMRC permit application.

Task 2 - Annual I&I Abatement Engineering Services

Task 2A – Annual Updates to GIS Database

CHA will continue to update the Town's GIS database to document the construction improvements and submit an updated database biannually to the Town. As field work and construction work is performed in the sanitary sewer system, CHA will update the GIS database to yield an accurate representation of the current sanitary sewer system.

Task 2B – Annual Field Work and Inspection Services

CHA will continue to perform field investigations based upon metershed prioritization determined by flow data captured by RJN Group in fall 2015, analyzed by CHA, and outlined in the updated CAP. These investigations will include additional manhole assessment inspections, flow monitoring, additional inflow inspections, wet weather inspections, smoke testing, and others as recommended by CHA and/or requested by the Town. CHA will also update the Town's GIS database with the field information for evaluation purposes. The main focus will be to collect the necessary field information to prepare a Preliminary Engineering Report as outlined in Task 3. Additional smoke testing will be planned starting August 1, 2020 (weather permitting).

Task 2C – Annual VDEQ Reporting and Meetings

CHA will complete a quarterly report and submit a draft report to the Town for review one week prior to the due date. Once the review has been completed by the Town, CHA will submit the report to the VDEQ.

The quarterly reports are due January 10th, April 10th, July 10th, and October 10th and will continue quarterly until the SOC is terminated.

Under this task CHA will develop these quarterly and annual reports to document the work performed during each period. The annual report shall describe the success of the rehabilitation work to date in reducing excessive I&I based on the ongoing sewer system flow monitoring. Unless other flow monitoring data is available for the time period, CHA will utilize the influent flow meter at the wastewater treatment plant. The quarterly reports will contain a summary of all work completed since the previous progress report, a projection of work to be completed during the upcoming quarterly period, and a statement regarding any anticipated problems complying with the SOC. Since the work over each period will vary, the depth and scope of each report will likely be similar to the work performed over the reporting period. CHA will attend any meetings requested by the Town and/or VDEQ to discuss the progress of the project.

Task 2D – CCTV Contract Document Preparation and Contract Management

CHA will prepare CCTV contract documents including technical specifications, drawings to identify the CCTV locations and bidding documents for the Town's use in securing a qualified CCTV contractor. Once selected through competitive bids, CHA will assist the Town during the actual CCTV work to administer the contract. This will include pay request review, project kickoff meeting and punchlist review.

Task 2E – CCTV Video Review

CHA will administer the CCTV contract that is planned by the Town. We will review the CCTV provided by the third-party contractor utilizing PACP protocol as well as CHA's I&I protocol. At this point in time, the third-party contract has up to 180,000 LF of CCTV planned. CHA has budgeted \$0.50/foot for this task, but the Town may decide to reduce the scope of the third party CCTV contractor depending on the available budget

Task 3 – Preliminary Engineering Report

CHA will develop a Preliminary Engineering Report (PER) in accordance with the VDEQ standards that outlines a sanitary sewer rehabilitation project with an approximate construction value of \$8 million. This value is subject to change based upon available funds from the Town. The purpose of the PER will be to support a funding application to the VDEQ in July 2020. The PER will outline the work performed including all field work (manhole inspections, wet weather inspections, and smoke testing results) and flow monitoring results. It will also outline the CCTV video scoring results and recommend sanitary sewer rehabilitation throughout the Town's system to remove the most infiltration and inflow for the budgeted amount. Under this task CHA will also prepare the funding application for submittal to the VDEQ. The Town will need to provide information to CHA for compiling and including in the funding application.

PART 3.0 – PERIODS OF SERVICE

For Task 1A CHA will complete the design plans and specifications within 120 days of authorization to proceed. The period of construction for the Task 1 Construction project is estimated to be 3 months.

For Task 2 CHA will work with the Town staff to establish milestones and deliverables to progress these projects throughout the contract year.

For Task 3 CHA will complete a draft of the PER for submittal to the Town no later than July 1, 2020. CHA will incorporate any comments on the PER and prepare the VDEQ funding application in accordance with the VDEQ submittal schedule which is typically on or before July 20th of each year.

PART 4.0 – PAYMENTS TO CHA

Task 1 – FR-5 Sanitary Sewer Conveyance Improvements

For the basic engineering services for a \$600,000 construction project described in Task 1A and 1B, CHA proposes to be compensated on a lump sum basis. As a basis for the engineering fees, CHA utilized the Virginia Rural Development Bulletin (Virginia RUS Bulletin 1780-2) for water/wastewater projects as the basis for the not-to exceed fee. This bulletin establishes engineering fees considered reasonable for water/wastewater infrastructure projects. The fee considered reasonable for a \$ 600,000 construction project is **\$84,000** (or 14.0% of the construction cost).

For Task 1C, CHA proposes to be compensated on a time and materials basis for approximately 400 hours of resident project representation with a budget of **\$40,000**.

For Task 1D, CHA proposes to be compensated on a time and materials basis with a budget of **\$20,000**.

The total maximum compensation for the FR-5 Sanitary Sewer Conveyance Improvements Project Tasks 1A-D shall not exceed **\$144,000** without written authorization by the Town. Due to the timing of this project, the Town does not desire to seek reimburse of engineering and construction cost from the VDEQ loan that will be submitted in July 2020 and reimbursed upon loan closing in 2021.

Task 2- Annual I&I Abatement Engineering Services

For services listed in Tasks 2A-D of this Attachment A, CHA shall be paid on a time and material basis in accordance with the attached hourly rate schedule.

For services listed in Task 2E of this Attachment A, CHA shall be paid \$0.50/foot of CCTV footage reviewed and scored.

Applicable rates for Tasks 2A-D are in accordance with CHA's rate schedule and are attached to this Attachment A - 2020. The total maximum compensation for the Annual I&I Abatement Engineering Services during the contract period shall not exceed **\$200,000** (Tasks 2A-E) without written authorization from the Town. CHA has increased this budget from previous years due to the possibility of smoke testing all of the remaining sewer basins in late summer/fall 2020 at the request of the Town. If possible the Town desires to seek reimbursement of this expense in the VDEQ loan that will be submitted in July 2020 and reimbursed upon loan closing in 2021.

Task 3- Preliminary Engineering Report

For the services outlined in Task 3 of this Attachment A, CHA shall be paid a lump sum of **\$80,000**. This lump sum fee is based upon a fair and reasonable fee estimate of 1% of the estimated construction value of an \$8 million construction contract. If possible the Town desires to seek reimbursement of this expense in the VDEQ loan that will be submitted in July 2020 and reimbursed upon loan closing in 2021. Future engineering services for design, bidding, construction contract administration, and resident project representation for the future \$8 million rehabilitation construction project are not included in this Attachment A. These engineering costs will be outlined in the PER and will be part of a future contract amendment authorized by both the Town and CHA

PART 5.0 – OTHER

This Attachment A - 2020 is executed this _____ day of _____, 2020.

TOWN OF FRONT ROYAL, VIRGINIA

CHA CONSULTING, INC.

By:

By:



Name: Matthew Tederick
Title: Interim Town Manager
Address: 102 E. Main Street
Front Royal, VA 22630

Name: Timothy George
Title: Senior Vice President
Address: 1341 Research Center Drive,
Suite 2100
Blacksburg, VA 24060

C:\Users\5787\Desktop\Projects\31133 Front Royal\31133 FR5 Alternative 3B.mxd

Legend

Proposed Manholes

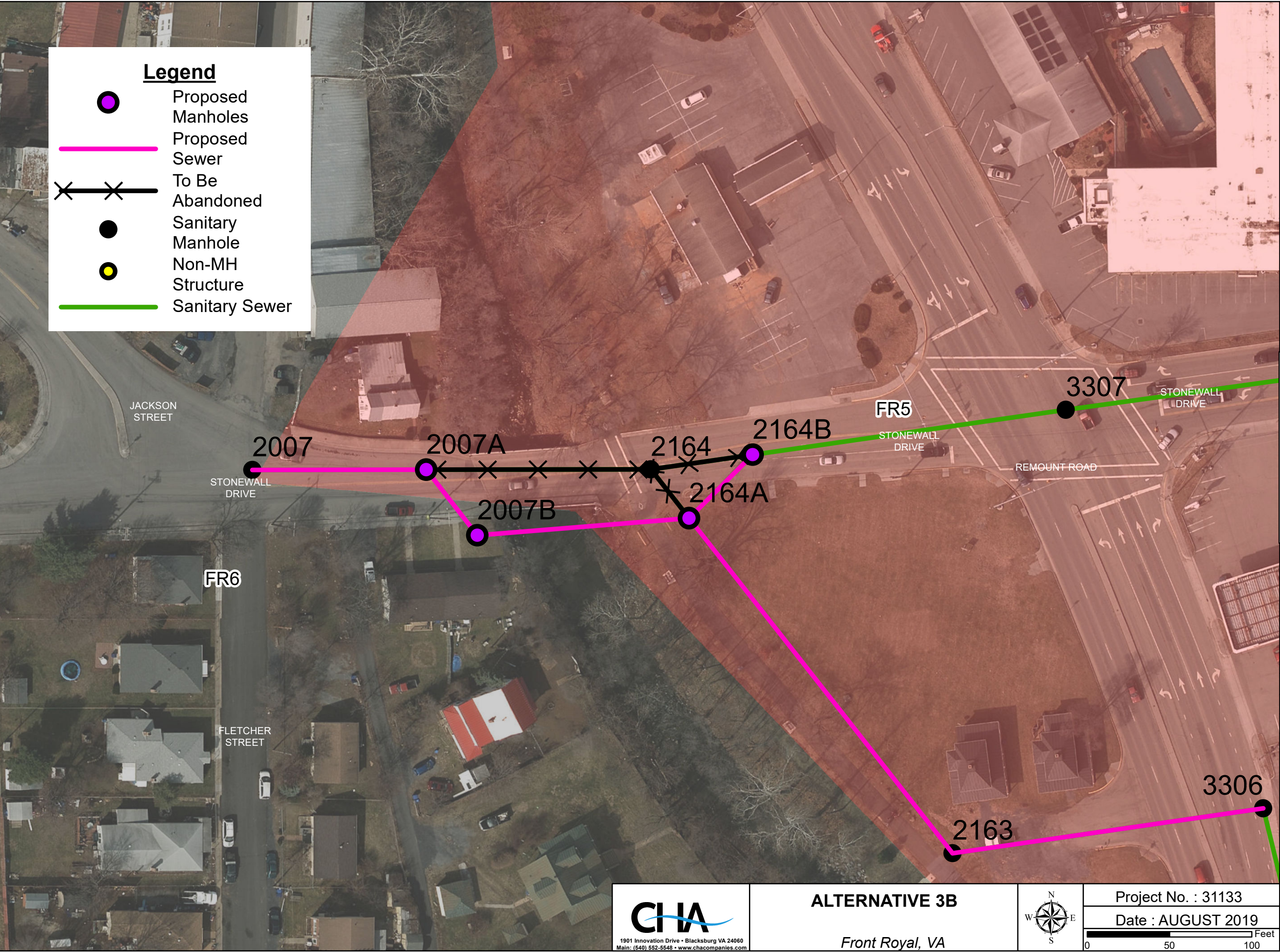
Proposed Sewer

To Be Abandoned

Sanitary Manhole

Non-MH Structure

Sanitary Sewer



DRAWING COPYRIGHT 2019

CHIA

TOWN OF
FRONT ROYAL,
VIRGINIA

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEERING, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEERING, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

No.	Submittal/Revision	App'd.	By	Date

FR-5 METERSHED

SEWER REALIGNMENT

Designed By: JSM

Drawn By: DKL

Checked By:

Project No: 31133

Scale: AS SHOWN

Issue Date: AUGUST 2019

Drawing No.: Appendix G

1901 Innovation Drive • Blacksburg VA 24060

Main: (540) 552-5548 • www.chacompanies.com

ALTERNATIVE 3B

Front Royal, VA

Project No. : 31133

Date : AUGUST 2019

0

50

100

Feet

**BILLING RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Staff Members

Bill/Rate/Hour

Principal-In-Charge	\$190-\$240
Senior Project Manager	\$160-\$225
Senior Environmental Engineer	\$130-\$190
Electrical Engineer	\$130-\$180
Project Manager	\$130-\$170
Structural Engineer	\$110-\$180
Senior Scientist	\$105-\$135
Transportation Planner II	\$95-\$125
Landscape Architect	\$80-\$120
Transportation Planner I	\$80-\$120
Project Engineer	\$80-\$125
Project Scientist	\$75-\$120
Environmental Engineer	\$75-\$115
Civil Engineer	\$70-\$115
Landscape Designer	\$70-\$100
Resident Project Representative	\$70-\$100
CADD Manager	\$85-\$110
Geologist	\$75-\$100
Scientist	\$55-\$80
Field Technician	\$50-\$88
CADD Operator	\$50-\$85
Administrative Assistant	\$45-\$70

Reimbursables

Mileage	IRS rate in effect
Reproduction	Cost + 10%
Travel	Cost + 10%
Prints/Plans/Photos	Cost + 10%
Postage	Cost + 10%
Subcontract Services	Cost + 10%



13



Town of Front Royal, Virginia Council Agenda Statement

Item # 13

Meeting Date: March 9, 2020

Agenda Item: COUNCIL APPOINTMENTS – Clerk of Council and Deputy Clerk of Council

Summary: Council is requested to make appointments to the position of Clerk of Council and Deputy Clerk of Council, said positions to be in addition to the positions currently being held by Town Staff.

Budget/Funding: None

Attachments: Proposed Memorandum of Agreements (MOA)

Meetings: Work Sessions held March 2, 2020

Staff

Recommendation: Approval_____ Denial_____

Proposed Motion: I move that Council appoint Tina L. Presley as Clerk of Council and Mary Ellen Lynn as Deputy Clerk of Council, said positions to be in addition to their current job duties as Senior Executive Assistant to the Town Manager and Administrative Assistant to the Director of Energy Services respectfully; and contingent upon 1) administer of their oaths from the Clerk of the Circuit Court that includes an approved copy of these minutes and 2) executed Memorandums of Agreements (MOA) from each of the Clerk of Council and Deputy Clerk of Council 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: _____

MEMORANDUM OF AGREEMENT
CLERK OF TOWN COUNCIL AND SENIOR EXECUTIVE ASSISTANT

THIS MEMORANDUM OF AGREEMENT, made and dated this _____ day of _____, 2020, by and between the Town of Front Royal, Virginia, a Municipal Corporation, party of the first part hereinafter the “Town”, and Tina L. Presley, party of the second part, hereinafter “Presley”.

WHEREAS, Presley’s current job title, job description and job duties are that of Senior Executive Assistant to the Town Manager of the Town.

WHEREAS, the Town and Presley each desire to amend and expand Presley’s current job title, job description and job duties, so as to reflect and take into account Presley’s experience with and institutional knowledge of, and professional abilities regarding the Town.

WHEREAS, the Town and Presley each acknowledge that the position of Clerk of Town Council has certain legal requirements and responsibilities which this Memorandum of Agreement must be consistent with, specifically the Town of Front Royal Charter (the “Charter”) § 4, § 7, § 11, § 12, § 27, § 41. E., § 44, § 55, and § 68; the Town Code (“Town Code”) Sections 1-8, 4-4.A., 4-45. A., 4-48., 4-53. B.; and the Code of Virginia (“State Code”): Va. Code § 15.2- 1536, Va. Code § 15.2-1538 and Va. Code § 15.2-1539.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the terms and conditions set forth herein, and in further anticipation of future benefits flowing to each of the parties as a result of this Agreement, the parties hereto do agree as follows:

1. Presley’s new job title and job description will be that of Senior Executive Assistant/Clerk of Town Council, the parties hereto each acknowledging that the position of Clerk of Town Council is an addition to Presley’s present job duties and responsibilities.
2. Subject to the legal provisions and requirements set forth above, the Clerk of Town Council shall report directly to the Mayor and Town Council in her capacity as Clerk of Council and directly to the Town Manager or his designee in her capacity as Senior Executive Assistant.
3. The Clerk of Town Council shall train the Deputy Clerk of Town Council/Administrative Assistant to attend meetings of Town Council, to perform all necessary and appropriate duties as a Clerk of Town Council, to transcribe and file minutes of Town Council’s meetings and if necessary and appropriate to attend Liaison Committee meetings of the Town and Warren County.
4. Presley’s employee performance evaluations shall be performed by the Town Manager or his designee with appropriate input from Town Council regarding Presley’s duties as Clerk of Town Council.

5. Presley's normal working hours are Monday through Friday, 8:00am – 4:30pm, excluding Town holidays and weekends. The Town Manager or his designee shall contact Presley after hours if needed and as it relates to Clerk of Town Council duties. The Clerk of Town Council will not have a Town cell phone.
6. Certifications for the position of Clerk of Town Council by Presley are optional but encouraged, such certifications to include those of Certified Municipal Clerk (CMC) and Master Municipal Clerk (MMC).
7. Presley will negotiate and coordinate with the Town Manager or his designee additional time off to compensate Presley for the attendance by Presley of Town Council meetings and such other meetings as may from time to time as may be required of the Clerk of Town Council.
8. Presley will negotiate and coordinate with the Town Manager such additional equipment or supplies needed by Presley from time to time to perform the duties of Clerk of Town Council effectively and efficiently.
9. Presley will negotiate with the Town Manager such additional salary for acceptance of these additional duties as Clerk of Town Council and as Senior Executive Assistant, commensurate with not only said additional duties and responsibilities, but also to reflect the additional responsibilities and knowledge base required by Presley for said duties and responsibilities.
10. By majority vote of Town Council of the Town, Town Council authorizes the Mayor and Town Manager of the Town to sign this Memorandum of Agreement on its behalf.

WITNESS the following signatures and seals effective the date above noted:

Tina L. Presley, Clerk of Town Council/Senior Executive Assistant
Town of Front Royal, Virginia (SEAL)

By: Eugene R. Tewalt, Mayor

Matthew A. Tederick, Interim Town Manager

Approved as to Form:

Douglas W. Napier, Town Attorney

MEMORANDUM OF AGREEMENT
DEPUTY CLERK OF TOWN COUNCIL AND ADMINISTRATIVE ASSISTANT

THIS MEMORANDUM OF AGREEMENT, made and dated this _____ day of _____, 2020, by and between the Town of Front Royal, Virginia, a Municipal Corporation, party of the first part hereinafter the “Town”, and Mary Ellen Lynn, party of the second part, hereinafter “Lynn”.

WHEREAS, Lynn’s current job title, job description and job duties are that of Administrative Assistant to the Director of Energy Services of the Town.

WHEREAS, the Town and Lynn each desire to amend and expand Lynn’s current job title, job description and job duties.

WHEREAS, the Town and Lynn each acknowledge that the position of Deputy Clerk of Town Council has certain legal requirements and responsibilities which this Memorandum of Agreement must be consistent with, specifically as it relates to the role of Clerk of Council the Town of Front Royal Charter (the “Charter”) § 4, § 7, § 11, § 12, § 27, § 41. E., § 44, § 55, and § 68; the Town Code (“Town Code”) Sections 1-8, 4-4.A., 4-45. A., 4-48., 4-53. B.; and the Code of Virginia (“State Code”): Va. Code § 15.2- 1536, Va. Code § 15.2-1538 and Va. Code § 15.2-1539.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the terms and conditions set forth herein, and in further anticipation of future benefits flowing to each of the parties as a result of this Agreement, the parties hereto do agree as follows:

1. Lynn’s new job title and job description will be that of Administrative Assistant/Deputy Clerk of Town Council, the parties hereto each acknowledging that the position of Deputy Clerk of Town Council is an addition to Lynn’s present job duties and responsibilities.
2. Subject to the legal provisions and requirements set forth above, the Deputy Clerk of Town Council shall report directly to the Clerk of Council and/or the Mayor and Town Council in her capacity as Deputy Clerk of Council and directly to the Director of Energy Services or his designee in her capacity as Administrative Assistant.
3. The Deputy Clerk of Town Council shall be trained by the Clerk of Town Council/Senior Executive Assistant to attend meetings of Town Council, to perform all necessary and appropriate duties as a Deputy Clerk of Town Council, to transcribe and file minutes of Town Council’s meetings and if necessary and appropriate to attend Liaison Committee meetings of the Town and Warren County.
4. Lynn’s employee performance evaluations shall be performed by the Director of Energy Services or his designee with appropriate input from the Clerk of Council and the Town Council regarding Lynn’s duties as Deputy Clerk of Town Council.
5. Lynn’s normal working hours are Monday through Friday, 7:00am – 3:30pm, excluding Town holidays and weekends. The Clerk of Council or the Town Manager or his designee

shall contact Lynn after hours if needed and as it relates to Deputy Clerk of Town Council duties.

6. Certifications for the position of Deputy Clerk of Town Council by Lynn are encouraged, such certifications to include those of Certified Municipal Clerk (CMC) and Master Municipal Clerk (MMC).
7. Lynn will negotiate and coordinate with the Director of Energy Services or his designee additional time off to compensate Lynn for the attendance by Lynn of Town Council meetings and such other meetings as may from time to time as may be required of the Deputy Clerk of Town Council.
8. Lynn will negotiate and coordinate with the Clerk of Council such additional equipment or supplies needed by Lynn from time to time to perform the duties of Deputy Clerk of Town Council effectively and efficiently.
9. Lynn will negotiate with the Town Manager such additional salary for acceptance of these additional duties as Deputy Clerk of Town Council and as Administrative Assistant, commensurate with not only said additional duties and responsibilities, but also to reflect the additional responsibilities and knowledge base required by Lynn for said duties and responsibilities.
10. By majority vote of Town Council of the Town, Town Council authorizes the Mayor and Town Manager of the Town to sign this Memorandum of Agreement on its behalf.

WITNESS the following signatures and seals effective the date above noted:

Mary Ellen Lynn, Deputy Clerk of Town Council/Administrative Assistant

Town of Front Royal, Virginia (SEAL)

By: Eugene R. Tewalt, Mayor

Matthew A. Tederick, Interim Town Manager

Approved as to Form:

Douglas W. Napier, Town Attorney