



REGULAR TOWN COUNCIL MEETING

Monday, January 25, 2021 @ 7:00pm in Warren County Government Center

Due to Executive Order #72 and Order of Public Health Emergency Nine, Common Senses Surge Restrictions, Certain Temporary Restrictions due to COVID-19, from Governor Northam.

1. MOMENT OF SILENCE
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL *Mayor Holloway __ Vice Mayor Cockrell __ Gillispie __ Lloyd __ McFadden __ Meza __ Thompson __*

4. APPROVAL OF MINUTES for Regular Council Meeting of January 11, 2021

Moved _____ Second _____ Vice Mayor Cockrell __ Gillispie __ Lloyd __ McFadden __ Meza __ Thompson __

5. RECEIPT OF PETITIONS and/or CORRESPONDENCE FROM THE PUBLIC

Public speakers/Council Members must use the same civility, decorum, orderly behavior, relevancy of comments to the subject at hand, and appropriate language in addressing Town Council as they would use in addressing a Judge in a Court of Law. No profanity, vulgar, or sexist language, or irrelevant commentary, is allowed. (*Robert's Rules, 543, pp. 379-382; Steinburg v. Chesterfield Cty. Planning Com'n. 527, F. 3d (4th Cir.) 2008; Eichenlaub v. Township of Indiana, 385 F. 3d 274 (3d Cir. 2004).*) -see page 2-

6. REPORTS

- a. Report of Special Committees or Town Officials and Town Manager
- b. Requests and inquiries of Councilmembers.
- c. Report of the Mayor
 - Appointment of Audit and Finance Committee
 - Appointment of 2021 Town Scholarship Committee

7. PROPOSALS FOR ADDITION/DELETION OF ITEMS

8. APPROVAL OF CONSENT AGENDA ITEMS

- A. FY21 Budget Transfer Release of Street Contingency Funds
- B. Resolution to Increase Stipends for Boards/Commissions
- C. Authorization to Sell Excess Property through Private Sale
- D. Award for Legal Services Including Bond Counsel for Upcoming I & I Abatement and Redundant Waterline Bond and Potential Bond Validation
- E. FY21 Budget Amendment for Insurance Reimbursement

Moved _____ Second _____ Vice Mayor Cockrell __ Gillispie __ Lloyd __ McFadden __ Meza __ Thompson __

9. APPROVAL – Authorize to Advertise for Public Hearing for McKay Springs Property: Approval of Letter of Intent and Approval of Sales Process.

10. CLOSED MEETING – Personnel - Boards and Commissions (Urban Forestry Advisory Commission, Front Royal-Warren County Joint Tourism Committee and Board of Architectural Review)

TOWN COUNCIL AND PUBLIC PRESENTATION DECORUM REQUIREMENTS

During all portions of a Regular Town Council Meeting, including its Public Presentations portion, the following requirements of decorum by both public speakers and Town Council Members must be followed. These are the requirements: Town Code, *Robert's Rules of Order* (incorporated into Town Code), and Federal Court Decisions interpreting First Amendment Constitutional Law on Free Speech.

1. The Mayor, as the presiding officer of Town Council, shall enforce the rules of procedure, preserve order and decorum, and appoint all Committees. (*Town Code 4-8*)
2. Every member of the Council shall address the presiding officer before speaking, confine himself to the question before the body and avoid all personal or indecorous language. (*Town Code 4-12*)
3. Public speakers and Council Members must use the same civility, decorum, orderly behavior, relevancy of comments to the subject at hand, and appropriate language in addressing Town Council as they would use in addressing a Judge in a Court of Law. No profanity, vulgar, or sexist language, or irrelevant commentary, is allowed. (*Robert's Rules, §43, pp. 379-382; Steinburg v. Chesterfield Cty. Planning Com'n. 527, F. 3d (4th Cir.) 2008; Eichenlaub v. Township of Indiana, 385 F. 3d 274 (3d Cir. 2004.)*)
4. There can be no personal attacks. A speaker can condemn the nature or likely consequences of a proposed measure in strong terms, but under no circumstances can he attack or question the personalities or the motives of another member. The measure, but not the man, is the subject of debate. (*Same Authority as above*)
5. A speaker may not speak to any matter that is the subject of a public hearing during that same Regular Meeting. (*Robert's Rules, § 43, pp. 379-382*)
6. A speaker who violates 2., 3., 4., or 5. Above should be promptly asked to stop speaking in that fashion by the Mayor. If such speaker does not promptly so stop, the Mayor should ask the Sergeant at Arms (Police Officer) to remove such speaker, forcibly if necessary, and even charged with a misdemeanor crime. Federal court decisions have established that public policy in maintaining civility and decorum during the public comment sessions of its public meetings, both to ensure the efficient conduct of the people's business and to maximize citizen participation in the discussion, override the speaker's First Amendment rights of free speech. Governmental bodies may enforce policies against personal attacks in furtherance of a legitimate governmental purpose to preserve order and decorum in meetings, so long as they do not use the personal attack policy as a pretext to squelch a particular substantive viewpoint. (*Robert's Rules, § 43, pp. 379-382; Steinburg v. Chesterfield Cty. Planning Com'n. 527, F. 3d (4th Cir.) 2008; Eichenlaub v. Township of Indiana, 385 F. 3d 274 (3d Cir. 2004.)*)

Town Attorney July 2020



TOWN COUNCIL REGULAR MEETING MINUTES

January 11, 2021 @ 7:00PM in Warren County Government Center

The following minutes are a summary of items on the agenda. This meeting may be viewed in its entirety by accessing the video of the same date online via the Town's website at www.frontroyalva.com.

Pledge of Allegiance was led by Councilman Meza and the Moment of Silence was led by Mayor Holloway

ROLL CALL PRESENT: Mayor Chris W. Holloway
 Vice Mayor Lori A. Cockrell
 Councilman Gary L. Gillispie
 Councilman E. Scott Lloyd
 Councilman Joseph E. McFadden
 Councilman Jacob L. Meza
 Councilman Letasha T. Thompson

APPOINTED STAFF PRESENT: Town Manager Steven W. Hicks
 Town Attorney Douglas W. Napier
 Clerk of Council Tina L. Presley

APPROVAL – Consent to Depart from the Regular Order of Business to Allow for Recognition of Police Personnel and Report from the Northern Shenandoah Valley Regional Commission Executive Director to be Placed After Approval of the Minutes

Councilman Gillispie moved seconded by Councilman Thompson that Council depart from the regular order of business to allow for the recognition of police personnel and report from the Northern Shenandoah Valley Regional Commission Executive Director to be placed before the Receipt of Petitions and/or Correspondence from the Public.

Vote: Yes – Vice Mayor Cockrell, Councilmen Gillispie, Lloyd, McFadden, Meza and Thompson
 No – N/A
 Absent – N/A
 Abstain – N/A

ROLL CALL

APPROVAL OF MINUTES - *Councilman Gillispie moved seconded by Councilman Cockrell that Council approve the Work Session Minutes of November 16, December 7, 2020 and January 4, 2021; Regular Council Meeting minutes of January 4, 2021; and, Special Meeting Minutes of November 16, 2020 and January 4, 2021 as presented.*

Vote: Yes – Vice Mayor Cockrell, Councilmen Gillispie, Lloyd, McFadden, Meza and Thompson
 No – N/A
 Absent – N/A
 Abstain – N/A

ROLL CALL

RECOGNITIONS: Chief of Police Magalis recognized Hillary Willfong as Civilian Employee of the Year and Sgt. Brian Whited as Officer of the Year

REPORT: Brandon Davis, Executive Director of the Northern Shenandoah Valley Regional Commission gave a brief overview of how the Commission is significant and what programs they offer.

RECEIPT OF PETITIONS AND/OR CORRESPONDENCE FROM THE PUBLIC

(comments may can be heard in their entirety on the Town's website by accessing video of the same date)

Gary Kushner, Fetchett Road, voiced his disappointment in Council for appointing a former councilmember to fill the vacancy of the Mayor's seat and opined that the appointment violates the Town Charter. He asked that he resign.

Paul Aldrich, Orchard Street, recognized law enforcement for what they do every day. He advised that his goal was to help the Town by bringing new solutions with a new plan. He thanked Council for their service.

Paul Gabbert, 1221 Valley View Drive, voiced his disappointment in Council appointing former Town Councilman Meza to the vacancy on Council. He read an excerpt from the Town Charter regarding political party affiliation. He drew Council's attention to a recent newspaper article regarding comments made by the Town Manager and the Mayor concerning the restoration of Happy Creek. He questioned why the \$50,000 COVID relief monies were sent to the Chamber of Commerce.

Melanie Salins, 95 Murrays Drive, voiced concern and suspicions over the appointment of former Councilman Meza to the vacancy on Council, especially noting his connection to Valley Health. She asked that he resign.

Mike Salins, 95 Murrays Drive, opined that since Councilman Meza did not run in the election he should not be on Town Council and asked that he resign.

Ashley Harris, 2859 Guard Hill Road, noted that the citizens have had their fair share of issues nationally and should not have to endure it locally. She opined that it was time for the elected officials to demonstrate integrity and character.

David Downes, 14 Chester Street, gave an overview of all those who ran in the Town Council election along with the amount of votes they received. He voiced his disappointment that Councilman Meza would be appointed to a position he did not campaign for.

Joseph Gillette, 146 Cabin Run Lane, voiced his concern over a large political sign placed under the South Fork Bridge. Town Manager Hicks advised that it was removed today.

Krista Adanitsch, 9017 Stonewall Jackson Hwy, voiced concern over Council appointing former Councilman Meza to the vacancy on Council since, in her opinion, the Town Charter says otherwise. She also voiced concern over various issues pertaining to Valley Health and the Police Department. She asked for Council to listen to citizen's concerns.

Ernest Chumbie, 118 S Royal Avenue #A, voiced concern over the building he is currently leasing due to their being no heat and other things that need immediate attention and his frustration for not being able to talk to the landlord. Town Manager Hicks gave him his business card for him to call him.

William Huck, 409 E Main Street, asked that Council reconsider closing Main Street and the Gazebo Area beginning February 1st in light of Valentine's Day and Mardi Gras.

John McGovern, 18 E Stonewall Drive, voiced opposition of the appointment of former Councilman Meza to the Council noting it was a conflict of the Town Charter.

Hillary Horner, 610 Randolph Avenue, asked that Council enforce what people are saying and to consider replacing Mr. Meza with someone who actually ran for the seat.

REPORTS

a. Report of Special Committee of Town Officials and Town Manager

Town Manager Hicks advised that due to the increase in COVID cases the Town Hall and other Town Business Offices would remain closed to the public and vendors until February 1, 2021. He continued that a new drop box for payments was being installed at the front entrance for the public's convenience. He also took the opportunity to read the letter to the public works employees:

To our Public Work's employees,

On behalf of the Mayor and City Council and the citizens of Front Royal, I want to thank you and your fellow employees in Public Works for your tireless dedication and efforts made during the recent snow event on Wednesday, December 16th. I received positive comments regarding the Town's snow removal efforts. Those expressions of gratitude are the result of the effort made by individuals like you who worked to clear our roads and get Front Royal moving again.

Whether it was the snow of event of 2016, or any inclement weather of the past, you and the entire team have always responded in an exemplary manner. Your service is a great example to others working under extremely adverse conditions to keep the Town operating safely and securely. In each of our recent events, you have been called upon to work long hours, to sacrifice your free time, and to be away from your loved ones. It is employees like you who are loyal and team-spirited that makes Council and Town employees proud. I also hope you know how much our citizens appreciate your efforts – you work does not go unnoticed.

Please accept our thanks for a job well done and hope you and your family have a Merry Christmas.

Sincerely,

Steven W. Hicks
Town Manager

b. Requests and Inquiries of Council Members

Councilman Thompson – read the following email for the record regarding the appointment of Mr. Meza:

Hello,

I am writing as a member of the Front Royal Community. We have 4 kids, frequent local businesses and pride ourselves on this small town. My husband is a first responder working and we have a medically fragile child therefore I am unable to be physically present tonight. Our community is trying to come back and be a great place to live and for businesses and families to flourish. We cannot do this if our very leaders are not following the laws. I am in complete opposition to the illegal appointment of Jake Meza! He should be immediately removed from council. We need to be upstanding citizens and we cannot do this if integral parts of our community such as our town council are rooted in illegal activity. It's a sad day to be a part of this great community. I demand immediate change.

Michelle Scheutzow

She advised that she voted no for Mr. Meza's appointment because she wanted new faces on Council. She voiced concern that the Town Charter section recently referred to by citizens, should have been presented to Council before his appointment. She suggested that Council consider amending the Charter to state that the next person on the ballot with the highest number of votes be a direct appointment to Town Council if there was a vacancy. She asked Councilman Meza if he was staying on Council. Councilman Meza responded that if Council voted for him to stay, he would stay. If Council voted to remove him, he would resign.

Councilman Cockrell advised that she attended the breakfast that was given to the Town's snow plow drivers recently. She asked that staff give a presentation on why utility bills seem to be increasing.

Councilman McFadden advised that he voted for Mr. Meza to be appointed to Town Council because he was the best choice; however, he noted that he was not aware of the Town Charter section referred to by citizens at the time of the appointment. If he had known he would not have voted in the affirmative.

Councilman Lloyd noted that he too was not aware of the Town Charter section being referred to in tonight's meeting until after the appointment vote. He advised that was an attorney and after reviewing the Charter, he agreed with long-time practicing Town Attorney Napier's analysis and legal interpretation of the Charter that was given to Council the next day. He also voiced his concern of the many personal attacks and insults and encouraged everyone to stop as it was not productive. In conclusion he voted in support of Mr. Meza and Mr. Napier's analysis.

Councilman Meza thanked Council for his appointment. He gave a timeline of what transpired from December 2, 2020 until his appointment. He reminded everyone that he asked the Town Attorney for a second opinion and to send that second opinion to Council. Since Council did not ask for his resignation after receiving the second opinion he waited until today to be sworn in. He reminded everyone that he is only appointed for eleven months at which time there will be a Special Election. He took the opportunity to briefly explain various comments from the public.

Councilman Cockrell read the following press release that was released today regarding the second opinion sought out by Council.

Second Legal Opinion re-affirms Meza's Appointment

Front Royal, VA (January 11, 2021) - Monday, January 4, 2021 Town Council appointed former Councilman Jacob Meza to fill the unexpired term of newly elected Mayor Chris Holloway. Soon after, concerns were raised that the appointment of Mr. Meza was in violation of the Town Charter Chapter 6 Section § 47. The Town Attorney, Doug Napier, Esq, and staff had previously researched the issue extensively and found the appointment not to be in violation of Town Charter.

"I heard the questions of the press, public, and council, and in the interest of complete transparency, I asked our Town Attorney, Doug Napier to get a second legal opinion on the matter" said Mayor Chris Holloway. Napier reached out to Attorney Robert Mitchell, Esq, to review the Town Charter, Virginia State Code, and the Town Council appointment.

Mr. Mitchell's opinion found that that Mr. Napier's interpretation of Town Charter Chapter 6 was appropriate. "I have reviewed the concerns of the appointment of Mr. Meza and my legal opinion is that Council can appoint Meza to fill the vacancy on Council until the next election in November 2021. Section §47 of the Town Charter does not preclude the appointment, as I do not believe council members are "under the jurisdiction of the council." The provision would not make sense to be read to prohibit council from appointing a member of council to be a member of council," said Mitchell.

Mitchell is widely acknowledged as one of the most accomplished and experienced attorneys in the Commonwealth of Virginia, with over 50 years of experience. He is the County Attorney for Clarke County, the Commissioner of Accounts for Frederick County and the City of Winchester and is selected as one of the approved attorneys for the Virginia Municipal League and the Virginia Association of Counties to represent local government. Mr. Mitchell is very familiar with Municipal's Charters and Codes, and the Code of Virginia. He holds an AV Preeminent rating for legal ability and ethical standard of 5.0 of 5.0, the highest possible peer ranking on Martindale-Hubbell.

Meza's appointment will expire in November 2021 after a special election is held for the Town Council position.

If any member of the public or press has any further questions, please contact Todd C. Jones, Town Public Information Officer.

c. Report of the Mayor – Mayor Holloway thanked all those who supported and elected him as Mayor for the next two years. He then read his vision and goals for 2021.

Once again, I would like to thank those who supported and voted for me as Mayor of Front Royal. And if you didn't vote for me, I hope to earn your trust and respect over the next two years. It's an honor to be here representing Council. To say we have had an interesting year would be an understatement. Perhaps it would be more accurate to say we have had an unprecedented year in the history of our Town. We have weathered the COVID-19 pandemic better than most localities and took critical steps throughout the year to ensure continuity of government. We have made great strides towards improving our aging and failing infrastructure in our Town and have cut a lot of fat out of our budget, but there's still much more to be done.

I would like to take a few moments to layout my thoughts, goals and vision for 2021:

Number One - in 2021 I want to see the former Afton Inn either developed by a private company or torn down. This property will need to either get sold by the EDA and developed or condemned by our government and torn down. Every single person I speak with either from our community or outside agree that the current situation is no longer acceptable. The EDA has intentionally delayed long enough. Either the EDA needs to concede or get out of the way. Over the next month, I am going to ask Council to support this initiative to make sure something happens with the Afton Inn immediately.

Number two - in 2021 I want to see the Town of Front Royal in a position to control its own destiny. For too many years, we have sat in the back and allowed the County Board of Supervisors and their EDA to be the driving force behind economic development in our Town. I say no longer. It goes without being said that Town citizens are County citizens, this is a true fact; however, it also goes without being said that the Town of Front does not currently have a vehicle

to drive economic development within the Town limits. The existing EDA is insolvent. The existing EDA cannot buy property. The EDA cannot borrow money. The EDA is completely dependent on the County to pay its bills. It will be this way for over a decade. What does this mean for Front Royal? It means it's time for us to grab the bull by the horns and truly focus on the re-development of empty store fronts, derelict structures throughout our town and future capital projects. Over the next several months I am going to ask Council to join me to develop a plan and to begin the execution of that plan so we can reinvigorate our Town.

Number three - speaking about reinvigorating our Town, one area I know the former Council was keen on and made progress was the Blighted Building program. In my opinion, the foundation has been set. The laws are in place. We have way too many rotting and deteriorating properties in our Town. It's true, we need to encourage all property owners to take more pride in their homes, businesses and community in general, but I believe we need to develop a program to incentivize repair, remodel and redevelopment of blighted buildings; as well as, ensure proper regulations are not only in place but aggressively followed. Over the next several months I am going to be asking Council and staff to develop a plan and commence execution. I hope I can get the full support of Council for this initiative.

Number four - I believe it's time to research, investigate and study the full impact of launching our own Building Inspections office. I will not support citizens being charged double fees, in other words, paying Town building fees and County building fees. And I will not support increasing taxes to start a new department, but the bottom line is that the situation we have just is not working. For too long we have begged the County to help the Town with our blighted buildings. For too long we have asked the County to develop a more consistent, streamlined, building inspection process. All of this to no avail. It is my belief, the Town's building inspection office can breakeven from normal and customary fees that our citizens are currently paying the County's Building Inspection office, but we won't know until this is studied and reported. I will be asking Council to support this initiative and let's find out what is possible.

Number five - and in conclusion, it's time we bring our town operations into the digital, modern age. This pandemic has crippled our local economy. We need to move and move fast to ensure a full business recovery. To do this, our operations need to be more streamlined and efficient so that not only can our staff get citizens and business owners the answers they need, but also get the business owners up and operating in a quicker fashion. It's my opinion that this will bring about a more vibrant community, infrastructure improvements will happen faster and as importantly, make life easier for our citizens to conduct business with their government. One example I would like Council's support immediately is to ask staff to find a way to eliminate the credit card fees for bill payments. We need to find a way to absorb those fees. In general, I would like to ask Council to support this effort to modernize our operations, digitize our forms, move to a more on-line operation and ensure our citizens and business owners can easily conduct business with their government.

We have a lot to do in 2021. I couldn't be more pleased with the quality of Council we have. We truly have the most dynamic, diverse, and qualified Council I can remember. We also have a permanent presence and a very qualified Town Manager in Steven Hicks. It's my opinion that 2021 will be a breakout year for the Town. I am looking forward to working with each of you. And I will reiterate my pledge to you that I will work tirelessly to make Front Royal a better place to live, work and play.

PROPOSALS FOR ADDITION/DELETION OF ITEMS - None

CONSENT AGENDA ITEMS

A. Budget Amendment and Award of Sole Source Purchase of goods and Services to Record and Play Back Police Department Calls - Council approved a FY21 budget amendment in the amount of \$36,227.00 to allocate funds from the General Fund Reserve funds for the sole source purchase of goods and services to record and play back Police Department calls from Applied Digital Solutions in the amount of \$36,227.00 with recurring costs of \$3,400.00 each fiscal year.

Councilman Cockrell moved seconded by Councilman Thompson that Council approve the consent agenda as presented.

Vote: Yes – Vice Mayor Cockrell, Councilmen Gillispie, Lloyd, McFadden, Meza and Thompson

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

APPROVAL – Ordinance Amendment to Town Code Chapter 28 – Planning Comm Membership (2nd Reading)

Councilman Meza moved seconded by Councilman Gillispie that Council adopt on its second and final reading an ordinance amendment to Town Code Chapter 28 – Planning Commission as presented.

Councilman Meza explained that it has been difficult finding citizens to fill vacancies on the Commission. Councilman McFadden agreed and fully supports decreasing the membership.

Vote: Yes – Vice Mayor Cockrell, Councilmen Gillispie, Lloyd, McFadden, Meza and Thompson

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

APPOINTMENT OF VICE MAYOR

Councilman Gillispie moved seconded by Councilman Meza that Council appoint Councilman Lori Cockrell as Vice Mayor of the Front Royal Town Council, said term to expire December 31, 2022.

The Mayor asked for any other nominations before the motion on the floor had a second. Councilman Thompson nominated herself as senior member of Council. Since there was already a motion on the floor, the Town Attorney advised Council that there needed to be a second to continue that motion first. At this time Councilman Meza seconded the motion on the floor. Councilman Thompson questioned why it was different from several years ago when she believed only a senior member could be appointed.

Vote: Yes – Vice Mayor Cockrell, Councilmen Gillispie, Lloyd, and Meza

No – Councilman McFadden and Thompson

Absent – N/A

Abstain – N/A

ROLL CALL

APPROVAL – Liaison Committee Meeting Agenda Items

Councilman Cockrell moved seconded by Councilman McFadden that Council approve the following items to the Liaison Committee Agenda for January 27, 2021: PILOT for Valley Health (Thompson); Town/County Vision for the Community (Cockrell); Short Term Rentals (McFadden); Single Point of Entry for Business (Lloyd)

Vote: Yes – Vice Mayor Cockrell, Councilmen Gillispie, Lloyd, McFadden and Thompson

No – N/A

Absent – N/A

Abstain – Councilman Meza

ROLL CALL

CLOSED MEETING – Personnel Matters and Boards and Commissions

Councilman McFadden moved seconded by Councilman Thompson that Council go into Closed Meeting for the purpose of assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific, public officers, appointees or employees of a public body, pursuant to Section 2.2.3711.A.1. of the Code of Virginia

Vote: Unanimous (NO ROLL CALL)

Councilman McFadden moved seconded by Councilman Meza that the Mayor and Council certify that to the best of each member's knowledge, as recognized by each Mayor and 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 the Mayor and Council, and that the vote of each individual member of the Mayor and Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.

Vote: Yes – Vice Mayor Cockrell, Councilmen Gillispie, Lloyd, McFadden, Meza and Thompson

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

Approved by Town Council

Date: _____



Council Agenda Statement

Item # 8A

Meeting Date: January 25, 2021

Agenda Item: FY21 Budget Transfer Release of Street Contingency Funds

Summary: Revenues associated with V-DOT maintenance funds for the highway maintenance are currently tracking on target and are expected to end the fiscal year within budgeted amounts. Council is requested to approve a FY21 budget transfer to release \$187,365.00 from the street fund contingencies and transfer funds to previously removed line items & street reconstruction for paving.

Budget/Funding:

4500-49999	Street Fund Contingency	\$	(148,500.00)
4500-45407	Highway Maintenance - Repairs & Maintenance Supplies	\$	25,000.00
4500-45477	Highway Maintenance - Curb & Gutter Reconstruction	\$	40,000.00
4500-45478	Highway Maintenance - Snow Removal	\$	25,000.00
4500-47001	Highway Maintenance - Machinery & Equipment (Tire Loader)	\$	58,500.00
4500-47927	Highway Maintenance - Street Reconstruction	\$	38,865.00

Meetings: Work Session held January 19, 2021

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 FY21 budget transfer to release \$187,365.00 from the street fund contingencies and transfer funds to previously removed line items & street reconstruction for paving.

Approved By SWA

Moved _____ Seconded _____

Vice Mayor Cockrell _____ Gillispie _____ Lloyd _____ McFadden _____ Meza _____ Thompson _____



Council Agenda Statement

Item # 8B

Meeting Date: January 25, 2021

Agenda Item: Resolution to Amend Stipends for Boards and Commissions

Summary: After staff review of the current stipends for the various boards it was determined that the various boards had not had an increase since 2011. Council agreed at the January 19, 2021 work session to approve the attached Resolution as presented. Below are the costs associated with the stipends.

Previous: \$12,300.00 total was guaranteed to all three boards whether members attended or not and additional monies were given for additional meetings attended by Planning Commission and BZA which is not included in the total. Since July 1, 2020 \$5,600 was paid out to the Boards.

Proposed: \$13,500.00 total is NOT guaranteed to all three boards. Members must attend and there are no monies for additional meetings.

Budget/Funding: 8104-41003 Boards & Commission Salaries Part-time

Meetings: Work Session held January 11 and January 19, 2021

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 Resolution pertaining to Amending Stipends for Planning Commission, Board of Zoning Appeals (BZA) and Board of Architectural Review (BAR) as presented.

Approved By: SWH

Moved _____ Seconded _____

Vice Mayor Cockrell _____ Gillispie _____ Lloyd _____ McFadden _____ Meza _____ Thompson _____

RESOLUTION
AMENDMENT TO STIPENDS FOR PLANNING COMMISSION, BOARD OF ZONING APPEALS AND BOARD OF ARCHITECTURAL REVIEW

WHEREAS, the Town Council reviewed the status of stipends for the Planning Commission, Board of Zoning Appeals (BZA) and Board of Architectural Review (BAR) at their January 11, 2021 Work Session Closed Meeting; and,

WHEREAS, the Town Council agreed to amend the stipends so that are in line with what the County of Warren pays their Planning Commission and BZA (they do not have a BAR); therefore the following amounts are to be amended as follows:

Planning Commission - \$100.00 per monthly meeting attended
~~Planning Commission – \$75 guaranteed per month plus \$75 for each additional meeting attended~~
 BZA - \$75.00 per monthly meeting attended
~~BZA – \$50 guaranteed per month plus \$50 for each additional meeting attended~~
 BAR – stays the same at \$50.00 per monthly meeting attended
 There will be no stipend for additional meetings and members must attend their monthly meeting to receive their stipend.

NOW THEREFORE BE IT RESOLVED, that the Mayor and the Town Council amend the stipends as presented in this resolution, effective upon passage of the resolution

APPROVED:

 Chris W. Holloway, Mayor

Attest:

 Tina L. Presley, Clerk of Council

THIS RESOLUTION was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on January 25, 2021 upon the following recorded vote:

Lori A. Cockrell	<u>Yes/No</u>	Joseph McFadden	<u>Yes/No</u>
Gary L. Gillispie	<u>Yes/No</u>	Jacob L. Meza	<u>Yes/No</u>
Scott Lloyd	<u>Yes/No</u>	Letasha T. Thompson	<u>Yes/No</u>

Approved as to Form and Legality:

 Douglas W. Napier, Town Attorney

Dated: _____



Council Agenda Statement

Item #8C

Meeting Date: January 25, 2021

Agenda Item: Authorization to Sell Excess Property Through Private Sale

Summary: Council has received a request from the Purchasing Office to sell the Kendrick and Happy Creek Substation Transformers as excess materials (surplus). Council is requested to authorize the sale of excess property through private sale as indicated in the attached memorandum from the Purchasing Manager.

Budget/Funding: The fiscal impact of the combined total of minimum acceptable bids is \$2,000.00. Funds resulting from the disposal will be entered into the General Fund Revenue line item "Sale of Government Vehicle and Equipment".

Meetings: None

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 authorize the sale of excess property (surplus Kendrick and Happy Creek Transformers) through private sale.

Approved By: SWH

Moved _____ Seconded _____

Vice Mayor Cockrell _____ Gillispie _____ Lloyd _____ McFadden _____ Meza _____ Thompson _____



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: December 11, 2020
To: Tina Presley, Senior Executive Assistant
From: Alisa Scott, Purchasing Manager
RE: Request to add consent agenda item to Town Council meeting

The Energy Services Department has requested the Purchasing Office to sell the Kendrick and Happy Creek Substation Transformers as excess materials, also defined as surplus. The disposal of excess materials or property is a function of the Purchasing Office pursuant to Section 1-22 of the Front Royal Municipal Town Code.

This memo and the supporting "Proposals for Offers to Purchase" authored by the Town's electrical contractor, Southeastern Consulting Engineers, Inc. requests Town Council's authorization to sell excess property through private sale at the January 25th Regular Town Council Meeting.

Staff has established a recommended minimum bid for this private sale. The fiscal impact of the combined total of minimum acceptable bids is \$2,000.00. Funds resulting from the disposal of the surplus equipment will be entered into the General Fund Revenue line item "Sale of Government Vehicle & Equipment".

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

SOUTHEASTERN CONSULTING ENGINEERS, INC.

CHARLOTTE, NORTH CAROLINA

PROPOSALS
FOR
OFFERS TO PURCHASE
KENDRICK AND HAPPY CREEK SUBSTATION SURPLUS TRANSFORMERS
FROM
TOWN OF FRONT ROYAL
FRONT ROYAL, VIRGINIA

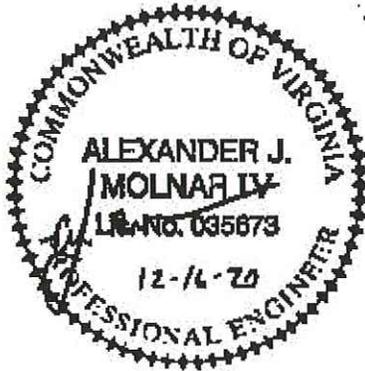


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Appendix B - Photos	AB	

20-22 SURP

ADVERTISEMENT FOR BIDS

Sealed proposals for purchasing surplus electric power transformers from the Town of Front Royal, Virginia, will be received on or before 2:00 PM, _____, 2021, at the offices of the Town's engineer, Southeastern Consulting Engineers, Inc., 600 Minuet Lane, Charlotte, North Carolina 28217, Attention: A.J. Molnar, at which time they will be publicly opened and read. Any bids received after the time and date specified will not be considered.

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

Instructions for submitting bids and complete specifications may be obtained via email at aj@scepower.com.

LIST OF BIDDERS

Purchase of Surplus Town of Front Royal Transformers

Material Recycling Solutions

200 Everett Hall Road, Suite A
Shelbyville, Kentucky 40065
Phone: 502-220-2883
Attn: Randy Minnich
rminnich@materialrecyclingsolutions.com

Power Asset Recovery Corporation

3721 Whipple Ave NW Suite 2
Canton, Ohio 44718
Phone: 1-877-476-7272
Phone: 1-330-493-1890
Fax: 1-330-493-1893
mark@power-asset.com

Solomon Corporation

103 W. Main Street
Solomon, Kansas 67480
Phone: 1-888-949-2666 ext.416
Attn: Dan Smith
dsmith@solomoncorp.com

Southeastern Transformer Company

405 E Edgerton Street (28334)
PO Box 127 (28335)
Dunn, North Carolina
Phone: 1-800-433-0430; 1-910-892-1081
Fax: 1-910-891-1288
stc.ericdz@intrstar.net

Electric South

17175 John Glenn Avenue
Robertsdale, Alabama 36567
chris@electricsouth.com

T&R Electric Supply Co., Inc.

308 SW 3rd Street
Colman, South Dakota 57017
sara.limmer@trelectric.com

Sunbelt Transformer

208 Old Fork Shoals Road
Greenville, South Carolina 29605
Phone: 1-864-228-4831
Fax: 1-864-228-4834
sellsurplus@sunbelt-solomon.com

TCI of Alabama, LLC

101 Parkway East
Pell City, Alabama 35125
Phone: 1-205-338-9997
Fax: 1-205-338-9979
srobinson@tcialabama.com

Transformer Salvage, Inc.

1424 Emmaus Church Rd
PO Box 888
Dudley, North Carolina 28333
Phone: 1-919-731-7732
Fax: 1-919-736-3348
woody@trans-salv-inc.com

Transformer Exchange

9879 E. Northern Sites
Traverse City, Michigan 49684
Phone: 1-810-343-2185
Attn: Bud Welch
bud@transformerexchange.com

OTC Services, Inc.

1776 Constitution Avenue
Louisville, Ohio 44641
bmcDonald@otcservices.com

Maddox Industrial Transformer, LLC

303B Greer Drive
Simpsonville, South Carolina 29681
Phone: 888-336-8394
sales@maddoxtransformer.com

G&S Technologies

1800 Harrison Avenue
Kearny, New Jersey 07032
Attn: Michael Lefkovits
mike@gstechnologies.com

cc: Alisa Scott
David Jenkins
Carey Saffelle

NOTICE AND INSTRUCTIONS TO BIDDERS

Sealed proposals for the purchase and removal of two surplus 10/12.5/14 MVA transformers will be received by the Town of Front Royal, Virginia, on or before 2:00 P.M., _____, 2021, at the offices of the Town's Engineer, at which time and place the proposals will be publicly opened and read.

2. Proposals and all supporting documents required to be attached thereto must be submitted in a sealed envelope addressed to:

Southeastern Consulting Engineers, Inc.
600 Minuet Lane
Charlotte, North Carolina 28217
Attention: Mr. A.J. Molnar, PE

The name and address of the Bidder and the date and hour of the opening of bids must appear on the envelope in which the proposal is submitted.

3. The successful Bidder will be required to enter into the enclosed agreement with the Town of Front Royal, Virginia and to furnish all forms necessary to verify the proper disposition of the transformers and transformer liquids.
4. The successful bidder shall remove the transformers from the Town of Front Royal's Substations the in March 2021.
5. The Town of Front Royal, Virginia reserves the right to reject any and all bids.

TOWN OF FRONT ROYAL
FRONT ROYAL, VIRGINIA
Owner

SOUTHEASTERN CONSULTING
ENGINEERS, INC.
Engineer

Date: December 15, 2020

PROPOSAL

TO: TOWN OF FRONT ROYAL
FRONT ROYAL, VIRGINIA

The undersigned has carefully examined the annexed form of Notice and Instructions, Description of Surplus Transformers and hereby declares that he will take possession of the transformers, including insulating liquid, in the manner prescribed by all Local, State, and Federal agencies and provide certified copies of all disposition records to the Town of Front Royal, Virginia and will pay said Town the following amounts for the surplus equipment.

	<u>Sale Price</u> <u>Each</u>	<u>Total Price</u> <u>Four Units</u>
Two 10/12.5/14 MVA General Electric Transformers	\$ _____	\$ _____

Intended Use (Scrap, Resale, etc.) _____

Additional Comments, or Explanations

Title

Date

Bidder

By _____

Address

CONTRACT FOR SALE OF SUBSTATION TRANSFORMER

This Contract is entered into and effective this ____ day of _____, 2020,
between _____,
hereinafter designated as the “Purchaser”, and the Town of Front Royal (“Town”), a municipal
corporation of the Commonwealth of Virginia.

W I T N E S S E T H:

WHEREAS, the Town currently owns two surplus power transformers located in their
substations at 380 Kendrick Land and 1201 Shenandoah Shores Road.

WHEREAS, Purchaser wishes to purchase the two surplus power transformers; and

WHEREAS, Town is willing to sell the Transformers to the Purchaser subject to the
terms and conditions hereinafter specified.

NOW, THEREFORE, for and in consideration for the payments to be made, and the
mutual covenants and agreements hereinafter set forth, the parties agrees as follows:

1. Sale of Surplus Equipment.
 - (a) Town agrees to transfer and convey two surplus power transformers to the
Purchaser.
 - (b) The Town Equipment shall be conveyed by Town to Purchaser on the Contract
Date (as hereinafter defined) by the execution and delivery of a Bill of Sale in the
form and as described in Exhibit A to this Contract.

(c) During a mutually agreed upon time in March, 2021, Purchaser agrees to remove the transformers. Town hereby agrees to allow Purchaser to have sufficient ingress and egress to the Site to remove the Transformers as herein provided and substations shall either be de-energized during removal or transformer storage area shall be sufficiently clear from energized equipment.

(d) In consideration for the Town Equipment, Purchaser agrees to pay Town a total purchase price of \$ _____ on or before the date the equipment is removed from the site. In addition to the purchase price, Purchaser also agrees to pay any and all sales, use, or other similar taxes.

(e) The purchaser shall provide evidence of proper disposal of transformers and transformer liquids on form acceptable to the Town.

2. Contract Date. The parties agree to exercise reasonable efforts to complete the sale of the Town Equipment to Purchaser on or about _____ (the "Contract Date"). The parties understand and agree that the sale is subject to excusable delays as described in Section 4.

3. Exclusion of Warranties. TOWN SHALL CONVEY THE EQUIPMENT TO PURCHASER "AS IS" AND MAKES NO COVENANTS OR WARRANTIES OF ANY NATURE WHATSOEVER AS TO THE CONDITION, ADEQUACY OR USEFULNESS OF SAID TOWN EQUIPMENT, AND PURCHASER, ITS SUCCESSORS AND SIGNS, ACCEPT ALL RISKS ASSOCIATED WITH THE OWNERSHIP AND USE OF SAID TOWN EQUIPMENT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE TOWN EQUIPMENT.

4. Excusable Delays. Town shall not be liable for any expense, loss or damage resulting from any delay or prevention of performance caused by fire, flood, thefts, accidents, act or failure to act of government, or any other cause whatsoever, whether similar or dissimilar to those enumerated above, beyond the reasonable control of Town.

5. Limitation of Liability and Indemnity.

(a) Town's sole obligation hereunder is to exercise reasonable efforts to convey the Town Equipment to Purchaser in accordance with the terms and conditions of this Contract. Neither Town nor its suppliers shall be liable whether arising in contract, tort (including negligence), claims of Town's customers, subcontractors, vendors or suppliers, governmental fines and penalties against Purchaser, loss of use of capital or revenue, cost of money, or for any special, indirect, incidental, or consequential loss or damage of any nature arising at any time after the Contract Date. The total liability of Town and its suppliers arising at any time after the Contract Date and arising out of or in connection with the Equipment, whether arising in contract, tort (including negligence), strict liability or otherwise, shall not exceed the total purchase price of the Town Equipment.

(b) Purchaser understands and agrees that the Town Equipment is to be conveyed to Purchaser "as-is", and Purchaser assumes any risks associated with its use, maintenance or operation. Purchaser hereby agrees to defend, indemnify and hold

Town harmless for any losses, claims, damages or liabilities arising out of or in connection with the Town Equipment on or after the Closing Date, regardless of fault or cause, and whether arising in contract, tort (including negligence), strict liability or otherwise.

- (c) Purchaser waives any rights and remedies and shall require its insurers to waive any rights of subrogation against Town and its suppliers, whether in contract, tort (including negligence), strict liability or otherwise for any loss or damage associated with the Town Equipment, including loss of damage to, or loss of use of any property at the Site, no matter how caused and regardless of fault.

6. Assignment and Transfer. Neither party may transfer or assign this Contract to any third party without the prior written consent of the other party.

7. Applicable Law. This Contract is made under and shall be governed by the laws of the Commonwealth of Virginia.

8. Third Party Beneficiaries. Unless expressly provided herein, nothing in this Contract is intended to confer upon any other person any benefit, right or remedy of any kind.

9. Entire Agreement. This Contract and the Exhibits referenced herein shall constitute the complete and final agreement of the parties. Any modification to this Contract shall only be effective when evidenced by a written instrument signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their authorized representative as of the date hereinabove first written.

TOWN OF FRONT ROYAL, VIRGINIA

BY: _____

BY: _____

TITLE: _____

TITLE: _____

EXHIBIT A
FORM OF BILL OF SALE

VIRGINIA

WARREN COUNTY

THIS BILL OF SALE made and entered into this _____ day of _____, 2021, from TOWN OF FRONT ROYAL, a municipal body politic and corporate, hereinafter referred to as TOWN; to the _____ hereinafter referred to as Purchaser:

W I T N E S S E T H:

THAT for and in consideration of the sum of \$ _____ receipt of which is hereby acknowledged, TOWN has bargained and sold and by these presents does bargain, sell, and convey unto PURCHASER the following described substation properties located in Warren County, Virginia.

Two (2) three-phase 34.4 - 7.62/13.2 KV transformers rated 10/12.5/14 MVA Town sells said transformers and appurtenant attachments in an "AS IS" condition and makes no covenants or warranties of any nature whatsoever as to the condition of said Transformer and appurtenant attachments, and PURCHASER accepts all risks connected with the ownership and use of said facilities and appurtenant attachments. The implied warranties of merchantability and fitness for a particular purpose and all other warranties, expressed or implied, are excluded from this transaction and shall not apply to the property sold.

TO HAVE AND TO HOLD said transformers herein sold unto said PURCHASER,
forever.

IN WITNESS WHEREOF, TOWN has caused this BILL OF SALE to be executed in its
name by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the day
and year first above written.

TOWN OF FRONT ROYAL, VIRGINIA

By: _____

Witness:

DESCRIPTION
OF
SURPLUS EQUIPMENT

A. SCOPE

The intent of this description of surplus equipment is to obtain a bid for two surplus 10/12.5/14 MVA liquid filled, three-phase power transformers as hereinafter described.

The Kendrick transformer has been in service since 1983. It is being replaced with a new unit expected in March 2021. It is imperative that the surplus transformer is removed from the site before new transformer is delivered to maintain construction schedule and allow station to re-energize before summer loading.

The "spare" transformer was installed in the Manassas Substation from 1973 until 2017 when it was replaced with a new unit. The Town decided to move it to their Happy Creek Substation and retain it as a de-energized spare. With more modern options now available the Town would like to sell the spare unit as well.

B. RATING AND MANUFACTURER

1. Kendrick Transformer

The Kendrick surplus transformer was manufactured in 1983 and is Class OA/FA/FA 10/12.5/14 MVA, outdoor type, liquid insulated, three phase, 60 Hz with automatic load tap changer and two no load taps above and below rated. High side is 34,400 volts, 200 kV BIL and low side is 7,620/13,200Y volts, 110 kV BIL. In 1997 the transformer was rewound in copper by Ohio Transformer and has been in service since. Impedance is 6.43%.

The nameplate weights and capacities are:

Core and Coils	27,300 lbs.
Tank and Fittings	11,200 lbs.
Oil (1540 gallons)	<u>11,500 lbs</u>
Total	50,000 lbs.

2. Spare Transformer (Formerly serving Manassas Substation)

The surplus transformer now located at the Happy Creek Substation was manufactured by General Electric in 1974. It is class OA/FA/FA 10/12.5/14 MVA, outdoor type, liquid insulated, three phase, 60 Hz with automatic load tap changer and two no load taps above and below rated. High side is 34,400, 200 kV BIL. Impedance is 6.57%. Windings are copper.

The nameplate weights and capacities are:

Untaking	32,440 lbs.
Tank and Fittings	15,000 lbs.
Main Tank Oil (2,420 gallons)	18,100 lbs.
LTC Oil (150 gallons)	<u>1,100 lbs.</u>
Total	66,600 lbs.

C. INSPECTION

The transformers are located in Front Royal, Virginia and may be inspected during any weekday between the hours of 8:00 A.M. and 4:00 P.M., by appointment arranged at least 24 hours in advance.

D. SHIPMENT

The successful Bidder shall be responsible for all shipping cost, including the disassembly and loading of the surplus equipment.

E. PHOTOS AND DGA REPORTS

Photos and most recent DGA reports for the transformers are provided herein. If other documents pertinent to this sale or responding to this request for proposals are desired, contact the Seller's Engineer, A.J. Molnar, Southeastern Consulting Engineers, Inc., 704-523-6045, aj@scepower.com.

F. SUBMITTAL DATA

The Bidder shall submit with the proposal the methods which will be utilized in the disposition of the transformer (rebuild, scrap for metal, direct resale, etc.).

References and contact persons shall be provided, upon request, of removal of similar size and type units by Purchaser.

APPENDIX A
DGA TEST REPORT

TEST RESULTS

Alternative Technologies, Inc.

12350 River Ridge Blvd.
Burnsville, MN 55337
Telephone (800) 255-8656 or (952) 894-3455

H881523B
KEN-1
11-19-2020
11-30-2020

Type / Tank: TRN	Voltage: 34500	Location: KENDRICK 1
KVA: 10000	Gallons: 1390	Bank & Phase: 3 PHASE
Carey Saffelle	Manuf Date:	Manufacturer: GE
Town of Front Royal	Fluid Type: Mineral Oil	Container No.: FD191
PO Box 1560		
Front Royal, VA 22630		

DISSOLVED GAS IN OIL ANALYSIS								
	Date	03-Nov-20	31-Oct-18	16-Oct-17	12-Oct-16	02-Sep-15	13-Apr-15	
	Temp	46C	45C	45C	55C	50C		
Hydrogen (H2)		3042	2180	1626	1641	1306	1297	ppm
Methane (CH4)		1472	1207	1008	952	824	839	ppm
Ethane (C2H6)		339	262	238	207	192	197	ppm
Ethylene (C2H4)		142	107	94	82	74	81	ppm
Acetylene (C2H2)		0	0	0	0	0	0	ppm
Carbon Monoxide (CO)		617	558	502	538	502	522	ppm
Carbon Dioxide (CO2)		4719	5049	4049	4292	4232	4307	ppm
Nitrogen (N2)		73904	76574	78028	77624	74197	78636	ppm
Oxygen (O2)		2778	1857	2313	1989	2239	2149	ppm
Total Gas		87013	87794	87858	87325	83566	88028	ppm
Total Combustible Gas		5612	4314	3468	3420	2898	2936	ppm
Equivalent TCG Reading		7.4168	5.4203	4.1222	4.1943	3.5941	3.4070	%
Comments: Increase in Hydrogen with Methane may indicate corona						Recommended Retest: 1 Month		

PHYSICAL AND CHEMICAL TESTS									
	Date:	03-Nov-20	31-Oct-18	16-Oct-17	12-Oct-16	02-Sep-15	13-Apr-15		
Moisture in Oil		5	5	6	8	7	8	ppm	
Interfacial Tension		35.8	35.8	36.7	35.4	35.3	34.0	dynes/cm	
Acid Number		<.010	<.010	<.010	<.010	<.010	<.010		
Color Number		2.5	2.5	2.0	2.0	2.0	1.5	relative	
Visual		DEBRIS	OK	OK	CLEAR	CLEAR	OK		
Dielectric D877		47	54	55	53	50	51	kV	
Viscosity		63.0						SUS	
Specific Gravity		0.884	0.885	0.885	0.884	0.885	0.883	relative	
Power Factor @ 25C									
Power Factor @ 100C									
Oxidation Inhibitor									
Fural Screen									
Pour Point									
Flash Point									
PCB CONTENT		METALS IN OIL (ppm)							
PPM	Aroclor	Date	Aluminum	Copper	Iron	Lead	Silver	Tin	Zinc
< 1									

Alternative Technologies, Inc., (ATI) shall assume no liability or responsibility, nor imply or express any warranty or other security against client loss of production, operation, profitability, or other loss, regardless of circumstances, beyond the cost of re-analysis by ATI.

Approved By: _____

Lab Number: 220394-004

TEST RESULTS

Alternative Technologies, Inc.

12350 River Ridge Blvd.
Burnsville, MN 55337
Telephone (800) 255-8656 or (952) 894-3455

46010MA100-C802A
MAN-2
11-19-2020
11-30-2020

Type / Tank: TRN	KVA: 10000	Location: MANASSAS 2
Carey Saffelle	Voltage: 34500	Bank & Phase: 3 PHASE
Town of Front Royal	Gallons: 2483	Manufacturer: VIRGINIA
PO Box 1560	Manuf Date: 10/17	Container No.: FG095
Front Royal, VA 22630	Fluid Type: Mineral Oil	

DISSOLVED GAS IN OIL ANALYSIS

	Date	<u>03-Nov-20</u>	<u>19-Nov-18</u>	<u>31-Oct-18</u>	
Temp		25C	25C	20C	
Hydrogen (H2)		6	4	5	ppm
Methane (CH4)		4	2	2	ppm
Ethane (C2H6)		2	0	1	ppm
Ethylene (C2H4)		1	1	1	ppm
Acetylene (C2H2)		0	0	0	ppm
Carbon Monoxide (CO)		230	80	125	ppm
Carbon Dioxide (CO2)		1588	523	724	ppm
Nitrogen (N2)		72525	70643	77740	ppm
Oxygen (O2)		11623	23152	17771	ppm
Total Gas		85979	94405	96369	ppm
Total Combustible Gas		243	87	134	ppm
Equivalent TCG Reading		0.2260	0.0789	0.1145	%

Comments: All gases at acceptable concentrations **Recommended Retest:** 1 Year

PHYSICAL AND CHEMICAL TESTS

	Date:	<u>03-Nov-20</u>	<u>19-Nov-18</u>	<u>31-Oct-18</u>	
Moisture in Oil		6	10	7	ppm
Interfacial Tension		42.2	42.7	42.1	dynes/cm
Acid Number		<.010	<.010	<.010	
Color Number		0.5	0.5	0.5	relative
Visual		OK	CLEAR	CLEAR	
Dielectric D877		55	49	54	kV
Viscosity		60.8	61.7		SUS
Specific Gravity		0.877	0.879	0.880	relative
Power Factor @ 25C					
Power Factor @ 100C					
Oxidation Inhibitor					
Fural Screen					
Pour Point					
Flash Point					

PCB CONTENT		METALS IN OIL (ppm)							
PPM	Aroclor	Date	Aluminum	Copper	Iron	Lead	Silver	Tin	Zinc
< 1									

Alternative Technologies, Inc., (ATI) shall assume no liability or responsibility, nor imply or express any warranty or other security against client loss of production, operation, profitability, or other loss, regardless of circumstances, beyond the cost of re-analysis by ATI.

Approved By: _____

Lab Number: 220394-008

APPENDIX B

PHOTOS



OHIO TRANSFORMER
A GRAND EAGLE COMPANY

TRANSFORMER

SERIAL NO.
88-5233

JOB NO.
206-516

CUST. P.O. NO.
14410

DATE OF REPAIR
4-97

REVISED

APPROXIMATE WEIGHTS IN POUNDS

CORE AND COILS	27300
TANK AND FITTINGS	11200
COOLANT	11500
540 GALLONS	
TOTAL WEIGHT	50000

IMPEDANCE - 4.3% AT 1000 KVA, 34200 TO 13200 VOLTS.

WORK PERFORMED

COMPLETE REWIND IN COPPER
REPLACED PRESSURE RELIEF
ONE NEW HV BUS-BAR

OHIO TRANSFORMER
LOUISVILLE, OHIO 44641

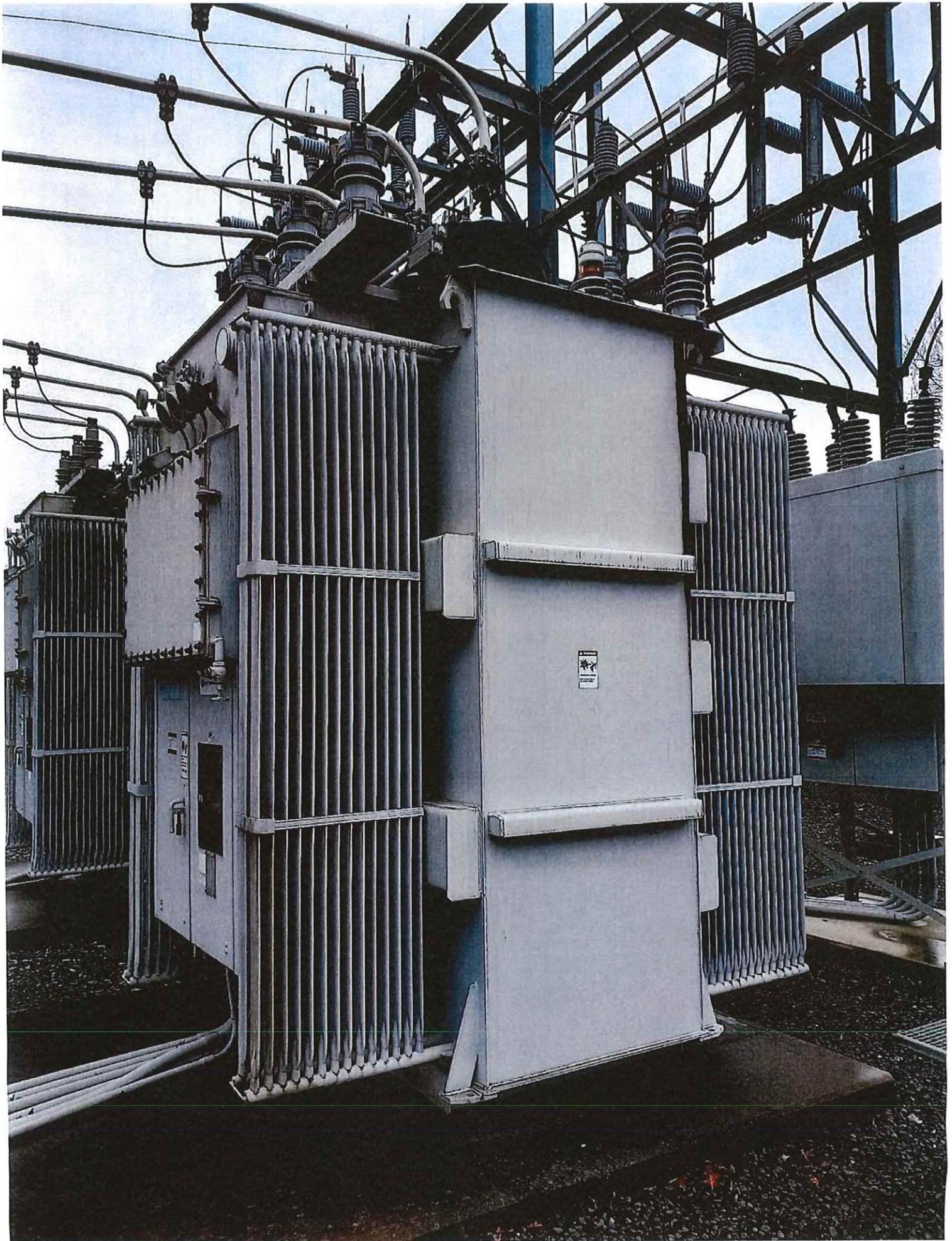
PLATE NO. 206516X1

TRANSFORMER
COMPANY
of Quality

TESTED

BY _____

DATE _____







Council Agenda Statement

Item # 8D

Meeting Date: January 25, 2021

Agenda Item: Award for Legal Services including Bond Counsel for Upcoming I & I Abatement and Redundant Waterline Bond and Potential Bond Validation

Summary: Council has received a request from the Finance Department to procure legal services that includes bond counsel for an upcoming I & I Abatement bond of an estimated \$10,500,000.00 and Redundant waterline bond of an estimated \$11,300,000.00 and potential bond validation. Council is requested to approve an award for legal services to Estes Law and Consulting, PLLC for a total amount not to exceed \$31,000.00. This amount includes \$12,500 for the completed services of bond counsel for the I & I Abatement bond, and \$13,500.00 for the redundant waterline bond. There is a potential bond validation \$5,000.00.

Budget/Funding: 9801-43002 Redundant Waterline
9601-43002 I & I Abatement

Meetings: None

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 an award for legal services to Estes Law and Consulting, PLLC for a total amount not to exceed \$31,000.00, that includes \$12,500 for the completed services of bond counsel for the I & I Abatement bond, and \$13,500.00 for the redundant waterline bond, and a potential bond validation of \$5,000.00.

Approved By: SWH

Moved _____ Seconded _____

Cockrell _____ Gillispie _____ Lloyd _____ McFadden _____ Meza _____ Thompson _____



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: January 12, 2021
To: Tina Presley, Senior Executive Assistant
From: Alisa Scott, Purchasing Manager
RE: Request to add Consent Agenda item to Town Council's Regular Meeting

Purchasing responded to a request from the Finance Department to procure legal services that included bond counsel for an upcoming I&I Abatement and Redundant waterline bond as well as a potential bond validation.

The purchase of legal services is exempt from competition pursuant to the Virginia Public Procurement Act § 2.2-4344.

Estes Law & Consulting, PLLC, has provided bond counsel legal services in past projects. The Town has been satisfied with their services, rates, and experience.

Due to the amount of the award exceeding \$25,000.00, Staff recommends that Town Council review and approve an award for legal services to Estes Law & Consulting, PLLC for a total amount not to exceed \$31,000.00. This amount includes \$12,500.00 for the completed services of bond counsel for the I&I Abatement bond, and \$13,500.00 for the Redundant Water line bond. There is a potential bond validation \$5,000.00.

Attached to this memo is the Town's standard contract signed by Estes Law & Consulting. Please add this consent agenda item to the next available Regular Town Council agenda and approve that the Town Manager execute the contract.

Funding for this project will come from the following line items:

9801-43002 Redundant Waterline

9601-43002 I&I Abatement

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



Council Agenda Statement

Item # 8E

Meeting Date: January 25, 2021

Agenda Item: FY21 Budget Amendment for Insurance Reimbursement

Summary: Council is requested to approve a FY21 budget amendment totaling \$7,644.53 for insurance reimbursements to offset unexpected expenses incurred by the Town for structural and vehicle damages.

Budget/Funding:

Revenue

9601-3410205	Water Fund Insurance Recoveries	\$3,822.27
9801-3410205	Sewer Fund Insurance Recoveries	\$3,822.26

Expense

9501-45402	Water Administration Auto Maintenance	\$687.51
9502-45402	Sewer Administration Auto Maintenance	\$687.51
9602-47009	Sewer Line Maintenance Buildings & Structures	\$3,134.76
9802-47009	Water Line Maintenance Buildings & Structures	\$3,134.75

Meetings: None

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 FY21 budget amendment totaling \$7,644.53 for insurance reimbursements to offset unexpected expenses incurred by the Town for structural and vehicle damages.

Approved By: SWH

Moved _____ Seconded _____

Vice Mayor Cockrell _____ Gillispie _____ Lloyd _____ McFadden _____ Meza _____ Thompson _____



Council Agenda Statement

Item # 9

Meeting Date: JANUARY 25, 2021

Agenda Item: Authorize to Advertise for Public Hearing for McKay Springs Property: Approval of Letter of Intent and Approval of Sales Process

Summary: In 2011, the Town and the County of Warren entered into a Memorandum of Understanding (MOU), enclosed, whereby the Town and County agreed to carry out an earlier 2004 Memorandum of Understanding between the Town and County for the purchase of the McKay Spring and surrounding property, and as to the property not needed for the McKay Spring itself, to consolidate it and title it jointly between the Town, the County, and the EDA, for the purposes of marketing, and selling it for development, subject to the designation in a perpetual preservation easement of an area of at least 0.50 acre of land in the ruins of the former Robert McKay, Jr. house and outbuildings, as provided for in proffered conditions of the rezoning (see enclosed MOU).

Since then, Marsh & Legge, Land Surveyors, PLC, have platted the McKay Springs property (the Property) by enclosed plat dated 04/20/20. The firm of Boddie-Noell Enterprises, Inc., has submitted a Letter of Intent of Purchase of Real Estate (LOI) to purchase the Property for the sum of \$475,000.00 in accordance with the terms of the LOI. The Property to be sold is 1.4253 acres, is outside the flood plain, and is a composite lot comprised of portions of parcels taken from property owned by the Town, the County/EDA, and the County, with the bottom line is that the Town will receive 29.19 % of the proceeds (\$124,402.50), and the County will receive 73.18% of the proceeds (exclusive of any fees associated with the sale).

Fees associated with the sale are assumed to be normal title company fees, recording fees, etc. Note that this Letter of Intent is non-binding upon the parties and that only a fully executed Purchase Agreement shall constitute a binding purchase agreement for the Property.

Pursuant to Article VII, Section 9 of the Constitution of Virginia, and Va. Code § 15.2- 2100. A., no "public places" of a municipality's "shall be sold except by an ordinance passed by a recorded affirmative vote of three-fourths of all the members elected to the council". According to case law, this Property would meet the definition of a "public place" and would therefore require an ordinance passed by an affirmative three-fourths vote of Council. Given that Council is comprised of six (6) members, this would require a five (5) member vote of Council to pass by ordinance before a sale could be had.

According to Va. Code § 15.2-2100. B.: *Before granting any such franchise or privilege for a term in excess of five years, except for a trunk railway, the city or town shall, after due advertisement, publicly receive bids therefor, in such manner as is provided by § 15.2-2102, and shall then act as may be required by law.*

NOTE: Pursuant to Va. Code § 15.2-1800. B., a public hearing must be held prior to the sale of public real property. Town Code **1-22 SALE OF TOWN PROPERTY** requires the following:

- A. No real estate owned by the Town shall be sold unless the following requirements have been complied with:
 1. The Town Council shall hold a public hearing upon the question of the sale after two (2) publications in a newspaper published or having general circulation in the Town.
 2. The Town Council shall authorize by resolution the terms of the sale.
 3. Bids shall be accepted by the Purchasing Agent on the date such property is advertised for sale.
 4. The Town Council shall authorize the acceptance, or rejection, of **the best bid** at the first available regular Town Council meeting. [NOTE: "THE BEST BID" IS NOT SYNONYMOUS WITH "THE HIGHEST BID"; IT MEANS THE BEST BID FROM THE STANDPOINT OF THE OVERALL WELL-BEING OF THE TOWN AND ITS CITIZENS.]

Page 1 of 2

Approved By: SWH

Moved _____ Seconded _____

Vice Mayor Cockrell _____ Gillispie _____ Lloyd _____ McFadden _____ Meza _____ Thompson _____

C. Any deviation from the foregoing procedures shall be authorized by resolution adopted by the Town Council, with the reasons therefore stated therein.[NOTE: ACCORDING TO THE OPINION IN 2017 Va. AG 207, WHICH INVOLVED A CONVEYANCE OF A PERMANENT EASEMENT FROM THE CITY OF RICHMOND TO THE COMMONWEALTH OF VIRGINIA, WHICH STATED: "because the permanent easement is to be treated as a fee simple conveyance for the purposes of the constitutional provision, the supermajority requirement may apply, but the term-limit and competitive-bid requirement does not: when a permanent easement is conveyed, 'the provisions of Article VII, § 9, relating to the recorded three-fourths affirmative vote requirement for the sale of municipal property' may 'apply to the grant in issue.'² As previously discussed, however, not even that limitation applies to the City's proposed conveyance of the permanent easement in question here, as the grant is to the Commonwealth in furtherance of continued public use." THEREFORE, IN ACCORDANCE WITH AN OPINION I FURNISHED TO A PREVIOUS TOWN MANAGER, TOWN CODE 1-22.C. IS OPERATIVE ONLY IN CONJUNCTION WITH THE SALE OF TOWN PERSONAL PROPERTY, AND BIDS ARE REQUIRED FOR THE SALE OF TOWN REAL PROPERTY (LAND AND BUILDINGS)].

Budget/Funding: None at this time, other than costs of advertisement of public hearings and bids.

Meetings: Prior Work Session on January 19, 2021.

Proposed Motion: I move that Town Council authorize that a public hearing upon the question of the sale of the McKay Springs property be held after two (2) publications in a newspaper published or having general circulation in Front Royal be had. I further move that bids be received in accordance with Town Code 1-22. A. 1. and Va. Code § 15.2-2102.

Approved By: _____

Moved _____ Seconded _____

Cockrell _____ Gillispie _____ Lloyd _____ McFadden _____ Meza _____ Thompson _____

LETTER OF INTENT
PROPOSED TERMS OF PURCHASE OF REAL ESTATE
BY BODDIE-NOELL ENTERPRISES, INC.

The following constitutes the principal terms of our current proposal to purchase the real estate in Front Royal, VA containing approximately 1.42 acres (+/-) of land situated at the corner of Winchester Road and Reliance Road, together with the improvements located thereon if any. It does not cover many details and standard provisions that will be included in the definitive purchase agreement we will later negotiate. Except as to the matters set forth in Sections 7, 8 and 9, below, it is not intended, and does not constitute a legally binding or enforceable agreement of any sort or impose any obligation on either party to enter into a binding agreement.

1. Purchaser. The purchaser will be Boddie-Noell Enterprises, Inc., a North Carolina corporation, or its assignees or designees (the "Purchaser").
2. Seller. The ("Seller") The Town of Front Royal, as the owner of the fee simple title to the Premises.
3. Purchase Price. The purchase price shall be \$475,000.00 payable as follows:
 - (1) Ten Thousand and no/100 Dollars (\$10,000.00) good faith deposit paid within ten (10) days of execution of the Purchase Agreement and held in escrow and paid to Seller at the Closing, or returned to us if the Purchase Agreement is not executed in accordance with the Letter of Intent, or if the purchase transaction is not closed after execution and delivery of such Purchase Agreement.
 - (2) The balance to be paid in cash or confirmed wire transfer at Closing.
4. Closing. The closing (the "Closing") will take place within 30 days after due diligence activities have been performed and all conditions have been met.
5. Feasibility Period.
 - a) Upon execution of this Letter of Intent, the Purchaser and its representatives and advisers will be provided access to the Premises, and the Purchaser and its representatives and advisers will be allowed to inspect and conduct such other due diligence reviews, as it deems necessary and appropriate.
 - b) Seller shall deliver to Purchaser, or make available to Purchaser for examination, all

documents and information with respect to the Property, such as surveys, plans, specifications, environmental, engineering, and reports such as soils reports and environmental audits, that are in Seller's possession or which Seller can obtain with reasonable effort.

- c) Conditions are to be satisfied or waived in sole discretion of Purchaser within one hundred fifty (150) days (the "Feasibility Period") of final execution of a purchase agreement to perform basic due diligence and confirm availability of adequate public utilities, acceptable environmental, geotechnical and title reports. Purchaser to acquire all permits and approvals ("Approvals") if and as necessary, to operate a Hardee's Restaurant on the Property.
- d) Upon expiration of the Feasibility Period, Purchaser shall have two (2) thirty (30) day extension periods.
- e) Survey, Soils and Environmental. Receipt of a topographic and boundary survey, soil tests and environmental tests which disclose no conditions which render the Premise unsuitable for its intended use.
- f) Utilities. Availability and adequacy of all utilities at the property line.
- g) Seller's Work. Cleanup of any existing environmental impediments that would render the parcel unsuitable for its intended use.

6. Conditions of Closing:

- a) Title. The Seller will convey the Premises to the Purchaser free and clear of all liens, restrictions or other encumbrances.
- b) Consents and Approvals. The Purchaser must have received all necessary governmental licenses, consents, approvals, and Hardee's Food Systems franchise license agreement, necessary for the layout, construction at an acceptable cost and operation of a Hardee's restaurant on the Premises.
- c) Additional Representations, Warranties, Indemnities and Conditions. The Closing will also be subject to additional representations, warranties, indemnities and conditions customary in transactions of this nature.
- d) Premises. Seller will be responsible for any potential environmental cleanup as stated in Seller's work.
- e) Restriction: Seller agrees that no parcel of property, within its control, within 1000 feet of the premise shall be used, sold for or leased to a restaurant specifically operated by or under the franchise from McDonald's, Burger King, Wendy's, Sonic Biscuitville, or any other drive-thru quick service restaurant that sells hamburgers or

biscuits as a primary item, for a period of ten (10) years from the date of closing. Sit down restaurants without a drive-thru are not subject to the restriction.

7. Costs. The Purchaser and the Seller shall bear their own costs and expenses incurred in conjunction with the proposed transaction, including, without limitation, all legal and accounting fees, whether or not the transaction is consummated. The Seller shall be responsible for all brokerage commissions or fees associated with this transaction.
8. Exclusivity. Upon acceptance of this Letter of Intent, the Seller agrees to negotiate in good faith with the Purchaser toward the execution and delivery of the Purchase Agreement (defined below) and the consummation of the transaction contemplated thereby. The Seller further agrees that it will not negotiate the sale of the Premises with any other party until February 15, 2021.
9. Confidentiality. Both the Purchaser and the Seller agree not to disclose or discuss any information exchanged concerning this proposed transaction with anyone other than their respective representatives and advisers. If the proposed transaction is not consummated, the Purchaser and the Seller shall return all documents and other materials provided by the other in conjunction with such proposed transaction.
10. Definitive Purchase Agreement. This Letter of Intent is not intended to be binding upon any party hereto, nor create any legal rights or obligations with respect to the matters set forth herein, except for the duty to negotiate in good faith and the other provisions of Section 7 (Costs), Section 8 (Exclusivity) and 9 (Confidentiality) hereof. Upon acceptance of this proposal, our representatives and advisers will proceed to conduct the inspections and other due diligence matters and our legal counsel will prepare for your review a definitive agreement for the purchase of the Assets (the "Definitive Purchase Agreement"). Except as specifically provided in the first sentence of this Section 10, we will have no legal rights or obligations related to the sale/purchase of the Premises until a Definitive Purchase Agreement has been executed and delivered by the respective parties.
11. Broker. It is understood by all parties to this agreement that Seller shall be responsible for any broker's commission related to this transaction. Purchaser represents that it has not dealt with any broker, agent or finder in connection with this purchase other than Rob Heavner of Retail Advisors.
12. This letter of intent is non-binding upon Seller and Purchaser and shall be deemed null and void if Seller does not accept it on or before January 31, 2021. Only a fully executed Purchase Agreement shall constitute a binding agreement for the Property.

If this proposal is acceptable to you, please indicate by signing and dating a copy of this letter and returning it to Purchaser.

Submitted

BODDIE-NOELL ENTERPRISES, INC.

BY: Scott Keene
Scott Keene
Director of Real Estate

Date: 1/13/2021

ACCEPTED AND AGREED this _____
day of _____, 2021.

Seller: Economic Industrial Development Authority of Front Royal & Warren County BY:

Its: _____

Seller: Warren County

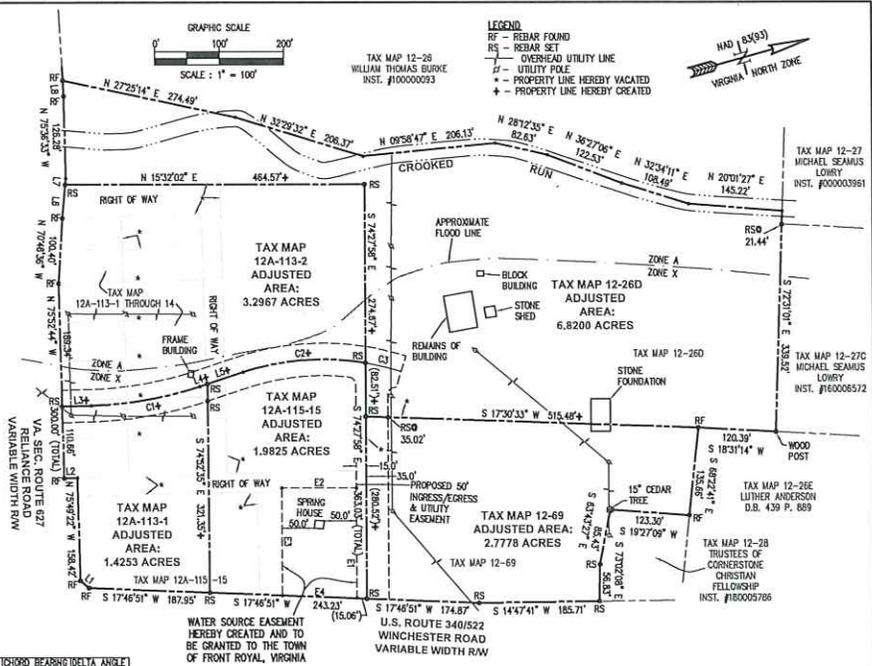
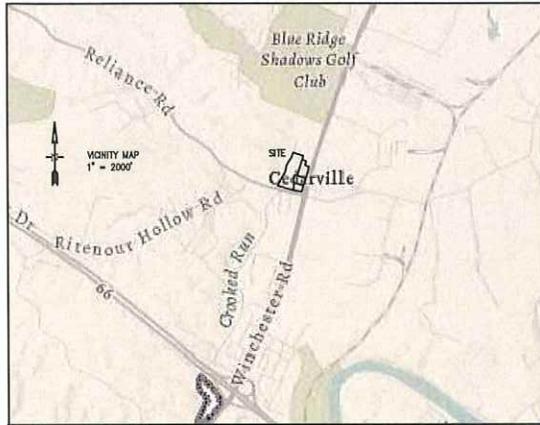
BY: _____

Its: _____

Seller: Town of Front Royal

BY: _____

Its: _____



OWNER'S CERTIFICATE

THE ABOVE AND FOREGOING BOUNDARY LINE ADJUSTMENT AND CONSOLIDATION, AS APPEARS ON THE ACCOMPANYING PLAT, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

FOR THE INDUSTRIAL DEVELOPMENT OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA DATE _____

FOR THE TOWN OF FRONT ROYAL, VIRGINIA DATE _____

FOR THE COUNTY OF WARREN, VIRGINIA DATE _____

COUNTY OF WARREN APPROVAL

APPROVED PURSUANT TO VIRGINIA STATE CODE SECTION 15.2-2272.

COUNTY ADMINISTRATOR DATE _____

COUNTY OF WARREN APPROVAL

REVIEWED AND CERTIFIED AS EXEMPT FROM THE WARREN COUNTY SUBDIVISION ORDINANCE UNDER SECTION 155-3 B (1)(a) ALLOWING BOUNDARY ADJUSTMENTS AND MAY BE COMMITTED TO RECORD.

PLANNING DIRECTOR DATE _____

TOWN OF FRONT ROYAL APPROVALS

REVIEWED AND APPROVED BY THE TOWN PLANNING COMMISSION

PLANNING DIRECTOR DATE _____

APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FRONT ROYAL

WATOR DATE _____

CLERK DATE _____

LINE TABLE

LINE BEARING	DISTANCE
L1 S 50°29'20" W 174.57'	
L2 S 14°07'10" W 20.68'	
L3 N 13°54'39" E 45.33'	
L4 N 02°28'36" W 123.71'	
L5 N 02°28'36" W 158.41'	
L6 N 89°02'42" W 51.96'	
L7 N 70°19'11" W 19.65'	
L8 N 77°47'57" W 24.65'	

WATER SOURCE EASEMENT LINE TABLE

LINE BEARING	DISTANCE
E1 N 74°27'59" W 118.93'	
E2 S 15°32'02" W 113.50'	
E3 S 74°27'59" W 118.41'	
E4 N 17°46'51" W 118.67'	

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1 500.00 171.61 117.03 N 05°43'00" E 112.315'					
C2 400.00 192.16 150.32 N 117°09' E 27°51'31"					
C3 400.00 57.57 57.52 N 29°10' E 81°44'					

AREA SUMMARY

ORIGINAL TAX MAP 12A-113-1 THROUGH 14	2,056 ACRES
ORIGINAL TAX MAP 12A-115-15	0,950 ACRES
ORIGINAL TAX MAP 12-26D	9,030 ACRES
ORIGINAL TAX MAP 12-69	3,419 ACRES
RIGHT OF WAYS	0,842 ACRES
TOTAL ORIGINAL AREA	16,302 ACRES
ADJUSTED TAX MAP 12A-113-1	1,425 ACRES
ADJUSTED TAX MAP 12A-113-2	3,297 ACRES
ADJUSTED TAX MAP 12A-113-3 THROUGH 14	VACATED
ADJUSTED TAX MAP 12A-115-15	1,925 ACRES
ADJUSTED TAX MAP 12-26D	6,820 ACRES
ADJUSTED TAX MAP 12-69	2,778 ACRES
RIGHT OF WAYS	VACATED
TOTAL ADJUSTED AREA	16,302 ACRES

NOTES

- NO TITLE REPORT FURNISHED; THEREFORE, EASEMENTS OR ENCUMBRANCES AFFECTING THE PROPERTY REPRESENTED BY THIS SURVEY MAY EXIST THAT ARE NOT SHOWN ON THIS PLAT.
- THE LOCATIONS OF UNDERGROUND UTILITIES OR OTHER SUBSURFACE IMPROVEMENTS, IF ANY, WERE NOT ASCERTAINED; THEREFORE, ARE NOT SHOWN.
- THE BOUNDARY INFORMATION SHOWN ON THIS PLAT IS BASED ON PLAT DATED 10 MARCH 2010 BY KIRK W. NORTON, L.S., RECORDED IN SLIDE 257-B AND PLAT DATED 20 JANUARY 2018 BY L.C. HANDELIGHT, L.S., RECORDED WITH INSTRUMENT #160003334 AND VERIFIED ALONG WITH THE LOCATIONS OF PHYSICAL IMPROVEMENTS BY A FIELD RUN SURVEY COMPLETED UNDER MY SUPERVISION ON 31 MARCH 2020.
- ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 511870010C, DATED 3 JUNE 2008, A PORTION OF THE LANDS SHOWN ON THIS PLAT ARE WITHIN AN AREA DESIGNATED AS ZONE A. WSC1 IS A SPECIAL FLOOD HAZARD AREA, FLOOD LINE SHOWN HEREON IS APPROXIMATE AND WAS SCALED FROM AFOREMENTIONED MAP.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE LAND CONTAINED IN THIS BOUNDARY LINE ADJUSTMENT AND CONSOLIDATION ARE THE LANDS CONVEYED TO THE INDUSTRIAL DEVELOPMENT OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA [TAX MAP 12A-113-1 THROUGH 14] BY DEED DATED 7 JULY 2016, RECORDED AS INSTRUMENT #160003334; THE LANDS CONVEYED TO THE TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA [TAX MAP 12A-115-15 & 12-26D] BY DEED DATED 21 MARCH 2012, RECORDED AS INSTRUMENT #120002714 AND THE LAND CONVEYED TO THE TOWN OF FRONT ROYAL, VIRGINIA [TAX MAP 12-69] BY DEED DATED 14 MARCH 2012, RECORDED AS INSTRUMENT #120002713.



BOUNDARY LINE ADJUSTMENT AND CONSOLIDATION OF THE LANDS OF THE INDUSTRIAL DEVELOPMENT OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA [TAX MAP 12A-113-1 THROUGH 14] THE LANDS OF THE TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA [TAX MAP 12A-115-15, 12-26D] AND THE LANDS OF THE TOWN OF FRONT ROYAL, VIRGINIA [TAX MAP 12-69] NORTH RIVER MAGISTERIAL DISTRICT WARREN COUNTY, VIRGINIA

DATE: 04/20/2020

DWG NAME: 12039-28.A

DRAWN BY: JTC

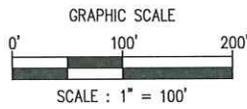
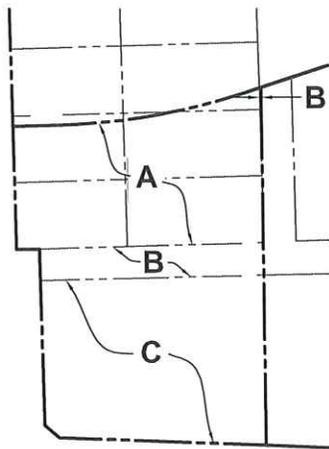
SHEET 1 OF 1

Marsh & Legge Land Surveyors, P.L.C.

560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601

PHONE (540) 667-0468 ~ FAX (540) 667-0469 ~ EMAIL office@marshandlegge.com

www.marshandlegge.com



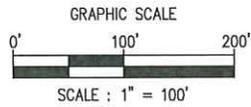
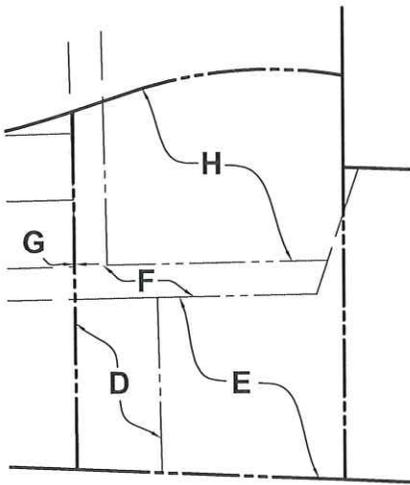
AREA SUMMARY

ADJUSTED TAX MAP 12A-113-1	1.4253 ACRES
A - ORIGINAL TAX MAP 12A-113-1THRU 14	0.6109 ACRES 42.8%
B - ORIGINAL RIGHT OF WAY	0.1363 ACRES 9.6%
C - ORIGINAL TAX MAP 12A-115-15	0.6780 ACRES 47.6%
TOTAL AREA	1.4253 ACRES

OWNERSHIP SUMMARY

- A - INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA
- B - RIGHT OF WAY
- C - TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA

ADJUSTED TAX MAP
12A-113-1
AREA SUMMARY



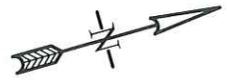
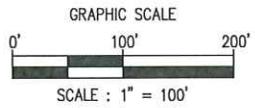
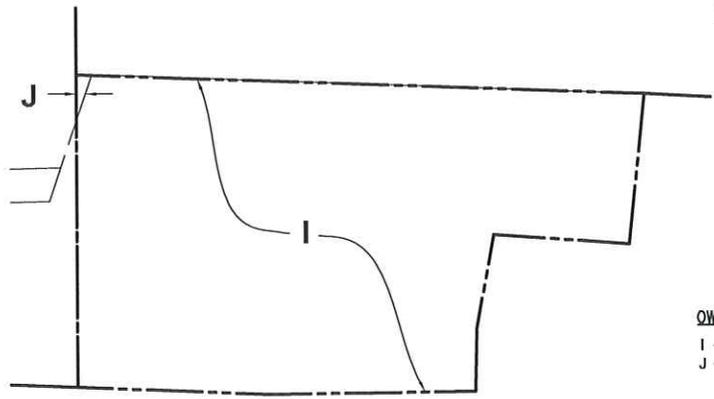
AREA SUMMARY

ADJUSTED TAX MAP 12A-115-15	1.9825 ACRES
D - ORIGINAL TAX MAP 12A-115-15	0.2719 ACRES 13.7%
E - ORIGINAL TAX MAP 12-69	0.6433 ACRES 32.5%
F - ORIGINAL RIGHT OF WAY	0.2487 ACRES 12.5%
G - ORIGINAL TAX MAP 12A-113-1 THRU 14 ...	0.0004 ACRES <0.1%
H - ORIGINAL TAX MAP 12A-26D	0.8182 ACRES 41.3%
TOTAL AREA	1.9825 ACRES

OWNERSHIP SUMMARY

- D - TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA
- E - TOWN OF FRONT ROYAL, VIRGINIA
- F - RIGHT OF WAY
- G - INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA
- H - TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA

ADJUSTED TAX MAP
12A-115-15
AREA SUMMARY



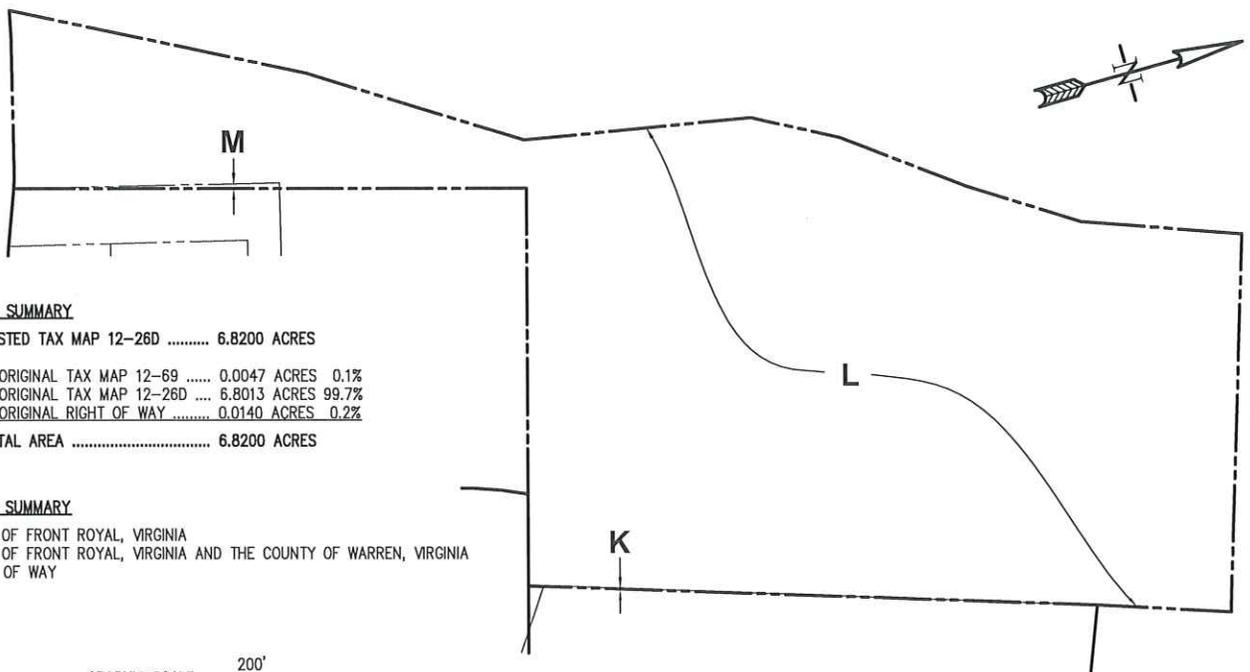
AREA SUMMARY

ADJUSTED TAX MAP 12-69	2.7778 ACRES
I - ORIGINAL TAX MAP 12-69	2.7712 ACRES 99.8%
J - ORIGINAL TAX MAP 12-26D ...	0.0066 ACRES 0.2%
TOTAL AREA	2.7778 ACRES

OWNERSHIP SUMMARY

- I - TOWN OF FRONT ROYAL, VIRGINIA
- J - TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA

ADJUSTED TAX MAP
12-69
AREA SUMMARY

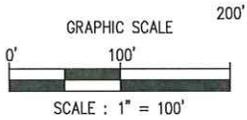


AREA SUMMARY

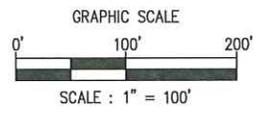
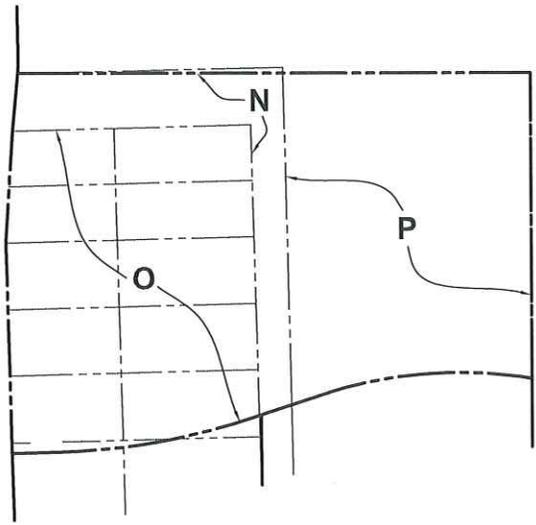
ADJUSTED TAX MAP 12-26D	6.8200 ACRES
K - ORIGINAL TAX MAP 12-69	0.0047 ACRES 0.1%
L - ORIGINAL TAX MAP 12-26D	6.8013 ACRES 99.7%
M - ORIGINAL RIGHT OF WAY	0.0140 ACRES 0.2%
TOTAL AREA	6.8200 ACRES

OWNERSHIP SUMMARY

- K - TOWN OF FRONT ROYAL, VIRGINIA
- L - TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA
- M - RIGHT OF WAY



ADJUSTED TAX MAP
12-26D
AREA SUMMARY



AREA SUMMARY

ADJUSTED TAX MAP 12A-113-2	3.2967 ACRES
N - ORIGINAL RIGHT OF WAY	0.4483 ACRES 13.6%
O - ORIGINAL TAX MAP 12A-113-1 THRU 14 ...	1.4446 ACRES 43.8%
P - ORIGINAL TAX MAP 12-26D	1.4038 ACRES 42.6%
TOTAL AREA	3.2967 ACRES

OWNERSHIP SUMMARY

- N - RIGHT OF WAY
- O - INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA
- P - TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA

ADJUSTED TAX MAP
12A-113-2
AREA SUMMARY

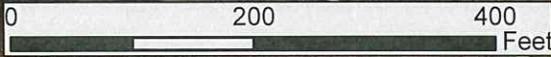


Warren County 2020

McKay Springs Property TM# 12 & 12A - Lots 26D, 69, 1, & 3



1 inch = 150 feet



Legend

- McKay Springs Property
- Owned By: Town of Front Royal & County of Warren
- Owned By: Town of Front Royal
- Owned By: EDA
- Parcels



Map produced by
Warren County GIS
September 2020

Parcels maintained by Warren County GIS. While data is continuously updated from survey data, the data is for representational purposes only and accuracy reflected is not that of a professional survey. The County does not warrant the accuracy of the data and maps are accepted and used without fault, and all warranties, express and implied, including all warranties of merchantability, or of fitness for a particular purpose or otherwise, are hereby expressly disclaimed by Warren County.

MEMORANDUM OF UNDERSTANDING 09/26/2011
MCKAY SPRING PROPERTY

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 30th day of November, 2011, by and between the COUNTY OF WARREN, VIRGINIA, a political subdivision of the Commonwealth of Virginia (hereinafter "the County") and THE TOWN OF FRONT ROYAL, VIRGINIA, a Virginia municipal corporation (hereinafter "the Town").

WITNESSETH:

On December 21, 2004, the County and Town entered into a Memorandum of Understanding jointly to purchase a parcel of land at Cedarville consisting of 8.155 acres with improvements (the "Property") from Maureen O'Donnell, unmarried, to vacate certain rights-of-way in the vicinity, to convey the County's interest in an adjacent parcel (the "DuPont Parcel") to the Town, to pursue a commercial zoning designation for the property, to convey to the Virginia Department of Transportation ("VDOT") portions of the Town's and County's properties for improvements of the intersection of Reliance Road and U.S. Route 340/522, and to market and sell the parts of the Property, the DuPont Parcel, and the other adjacent lands owned by the Town which are not needed for the Town for the development of the McKay Spring as a source of potable water.

In March 2005, the County and Town jointly purchased the property.

Since March 2005, the County and Town have each conveyed to VDOT the appropriate rights-of-way for the intersection improvements. The Town has identified the portions of the various properties to be appropriately conveyed to the Town for development and use of the McKay Spring as a potable water source, and the various properties have been rezoned by the County to a commercial zoning designation. Further, the parties have agreed that the lands owned by the parties and not needed for the development of the McKay Spring should be consolidated and titled jointly in the County and the Town for purposes of marketing and selling for development, subject to the designation in a perpetual preservation easement of an area of at least 0.50 acres of land surrounding the ruins of the former Robert McKay, Jr. house and outbuildings, as provided for in proffered conditions of the rezoning.

The parties now desire to set forth their remaining agreement concerning the ownership, use, marketing and sale of the various properties, and to supersede the Memorandum of Understanding of December 21, 2004 with the following.

To that end, and for and in consideration of the mutual covenants contained herein, the County and Town agree as follows:

1. The County and the Town will cooperate together to obtain the vacation of existing rights-of-way now platted and present on the Property and on the Town's adjacent lands which are not necessary for the development of the

Property, the DuPont Parcel and the Town's adjacent lands, and which may hinder the development of the McKay Spring and the Town's lands for use as a potable water source.

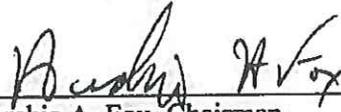
2. The County and the Town will cooperate with each other to convey to or reserve for the Town an appropriate portion of the Property, as well as an appropriate portion of the County's DuPont Parcel required by the Commonwealth of Virginia for an appropriate buffer (hereinafter "the Buffer") surrounding the McKay Spring to allow its development as a water source and treatment facility to supplement the Town's water supply. The Buffer will be contained within the portion of the Property as shown and described on a plat entitled "Plat Showing Boundary, Consolidation, & Division Survey of Property of the Town of Front Royal, VA., and the County of Warren, VA., North River Magisterial District, Warren County, Virginia", dated 03/10/2010, made by Kirk W. Norton, Land Surveyor, for Racey Engineering.
3. The County will convey or is in the process of conveying to the Town its interest in the remaining portion of the DuPont Parcel (0.649 acres, Tax Map Parcel 12-69) and its one-half interest in a portion of Tax Map Parcel 12-26D, consisting of 2.003 acres, as shown on the aforesaid plat, to be combined with the Town's McKay Spring property to allow its development as a water source and treatment facility to supplement the Town's water supply.
4. In exchange for the County's conveying to the Town the desired portion of the DuPont Parcel for the Buffer and other equitable consideration, the Town will convey to the County from the Town's adjacent lands a one-half interest in the remaining portions of Lots 3, 4, 5, 6, 7, 8, 9, 10 and 11 in Block 11, and Lot 15 shown as Parcel 3 (0.950 acres), and Parcel 15 (2.779 acres) on the aforesaid plat.
5. The County and Town will cooperate to obtain a designation that the McKay Spring and the Town's adjacent lands are appropriate and in compliance with the County's Comprehensive Plan as a public potable water source to be developed in the future.
6. The County and/or Town will identify, plat and designate an area of at least 0.50 acres of land surrounding the ruins of the former Robert McKay, Jr. house and outbuildings and record a perpetual preservation easement, condition and/or restriction to ensure the preservation, restoration and/or interpretation of the site and structures.
7. The County and Town will jointly market the resulting jointly owned land for sale and development to commercial developers and incorporate the remaining elements of the former Robert McKay, Jr. house into the

eventual development of the site, to respect and recognize the historic value and significance of the remains of the house. Proceeds from the sale of the jointly owned land will be shared by the County and Town equally except that from the County's share of the proceeds, the County shall reimburse the Town for the property provided to the County by the Town for the construction of the Parks and Recreation maintenance facility through a credit, therefore, to the Town from the County's share of the sale proceeds prior to disbursement.

8. The terms of this Memorandum of Understanding are contingent upon the County and the Town each formally ratifying the execution of this Memorandum of Understanding at public meetings of the Board of Supervisors and the Town Council, respectively.
9. The County and Town will cooperate to do all other things necessary or appropriate for the ends of this Memorandum of Understanding to be accomplished.
10. This Memorandum of Understanding shall effectively supersede the Memorandum of Understanding between the parties, dated December 21, 2004.

WITNESSETH the following signatures:

For the County of Warren, Virginia


Archie A. Fox, Chairman

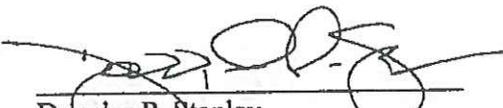
Date: 11-30-2011

For the Town of Front Royal, Virginia


Timothy W. Darr, Mayor

Date: 11-28-2011

Attest:


Douglas P. Stanley
County Administrator

Date: 11/30/11

Attest:

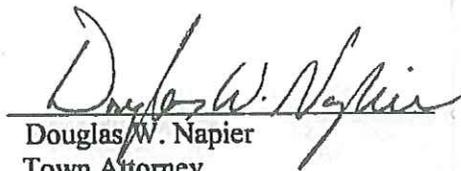

Steven M. Burke
Town Manager

Date: 11/28/11

Approved as to Form:



Blair D. Mitchell
County Attorney



Douglas W. Napier
Town Attorney



Council Agenda Statement

Item # 10

Meeting Date: January 25, 2021

Agenda Item: CLOSED MEETING –Personnel -Boards and Commissions (Urban Forestry Advisory Commission, Front Royal-Warren County Joint Tourism Committee and Board of Architectural Review)

Motions to Go Into Closed Meeting

I move that Council go into Closed Meeting for the purpose of assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific, public officers, appointees or employees of a public body, specific to the Urban Forestry Advisory Commission, the Front Royal-Warren County Joint Tourism Committee and Board of Architectural Review, pursuant to Section 2.2.3711.A.1. of the Code of Virginia

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

I move that the Mayor and Council certify that to the best of each member's knowledge, as recognized by each Mayor and 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 the Mayor and Council, and that the vote of each individual member of the Mayor and Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.

Approved By: SWH

Moved _____ Seconded _____

Vice Mayor Cockrell _____ Gillispie _____ Lloyd _____ McFadden _____ Meza _____ Thompson _____