



TOWN COUNCIL WORK SESSION

Monday, June 1, 2015 @ 7:00pm
Front Royal Administration Building

Town/Staff Related Issues:

1. AMI Consulting Services Presentation
2. AMP Solar Phase II Project Presentation
3. Cool Harbor Motel Lease Agreement Renewal – *Town Attorney*
4. Ordinance Amendment to Town Code Section 98-3 and 98-15 Pertaining to Minimum Business Professional Occupational License (BPOL) Fee – *Director of Finance*
5. Proposed Change to Public Parking Signs – *Director of Planning/Zoning*
6. Request for Placement of a Memorial to Patricia Windrow – *Town Manager*
7. MOU - Development/Operation of Public Recreational Facilities at Catlett Mountain Landfill Site – *Town Manager*

Council/Mayor Related Items

8. Recommendations from Economic Committee
9. Economic Community Development Position – *Councilman Tewalt*
10. Council Discussion/Goals (*time permitting*)
11. Closed Meeting – 1) Personnel Matters and 2) Consultation with Legal Counsel Pertaining to Actual or Probable Litigation and Consultation with Legal Counsel Regarding Specific Legal Matters

Motion to Go Into Closed Meeting

I move that Council convene and 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; and 2) for the following purposes, both pertaining to on-going and future legal issues with the County of Warren concerning the Route 522 Corridor area north of the Town of Front Royal: Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in Open Meeting would adversely affect the negotiating or litigating posture of the public body, pursuant to Section 2.2-3711. A. 7. of the Code of Virginia **AND** Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, pursuant to Section 2.2-3711. A. 7. of the Code of Virginia.

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

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

1

AMI Consulting Services Presentation



Town of Front Royal, Virginia Work Session Agenda Form

Date: June 1, 2015

Agenda Item: AMI Consulting Services

Summary: The Town of Front Royal has been encumbering funds over the past 10 years for the implementation of an Advanced Metering Infrastructure for the Energy Services department. In the fall of 2014, a steering committee was formed to develop a proposal for a business plan to determine if there is a good business case for Front Royal to implement an AMI Solution. The committee was comprised of five members representing Finance, Energy Services and IT.

Council Discussion:

Staff Evaluation: Staff received eight (8) responses to the RFP for AMI consulting services. The steering committee evaluated all responses and ranked them based on the evaluation criteria in the RFP. The Committee then met with the top three candidates for further evaluation on their response to the RFP.

Budget/Funding: Encumber funds

Legal Evaluation:

Staff Recommendations: The steering committee recommends Utiliworks for the AMI consulting services based on their response to the RFP and the follow-up meeting with the firm. Utiliworks has the experience, capabilities and skill level to properly evaluate all AMI technology and determine if there is a good business case for implementation of this technology.

Town Manager Recommendation:

Council Recommendation:

Additional Work Session Regular Meeting No Action

Consensus Poll on Action: ___(Aye) ___(Nay)

Work Session

2

AMP Solar Phase II Project Presentation



Town of Front Royal, Virginia Work Session Agenda Form

Date: June 1, 2015

Agenda Item: AMP Solar Phase II project

Summary: American Municipal Power (AMP) has opened the subscription to the new Solar Phase II projects to its members. The project will have an AMP ownership arrangement and will be a “take-or-pay” power sales contract. It is proposed that all solar array installations will reside behind the members’ meter. Construction of the first site will start in a couple of months with additional installations as subscribed through the subscription process thereafter. AMP has compiled a list of an additional 19 sites to be built as subscription warrant construction.

Council Discussion:

Staff Evaluation: Staff is currently evaluating the feasibility study and other supporting documentation for the solar project.

Budget/Funding: N/A

Legal Evaluation:

Staff Recommendations: Staff will provide recommendations in a future work session after evaluation of project is complete and further direction from Town Council.

Town Manager Recommendation:

Council Recommendation:

Additional Work Session Regular Meeting No Action
Consensus Poll on Action: ___(Aye) ___(Nay)

Work Session

3

**Cool Harbor Motel Lease Agreement
Renewal**



Town of Front Royal, Virginia Work Session Agenda Form

Date: June 1, 2015

Agenda Item: LEASE RENEWAL OF PORTION OF 15TH STREET FOR COOL HARBOR MOTEL

Summary: On September 23, 2002, the Town of Front Royal entered into a lease with the owner, Solid Gold, Inc., of Cool Harbor Motel, (hereafter “Cool Harbor Motel”) for a portion of the right of way of 15th Street consisting of approximately 675 square feet (0.0155 acre, or a bit more than 1/100 acre), for a period of fifteen (15) years to end June 30, 2017. Monthly rental was agreed upon at \$300.00 per month. A copy of the lease is attached. This lease was to allow the continuance of an encroachment of a small part of the Motel which apparently was erected by the original owner, Homer LeHew, when the Motel was originally built on or about 1949. It has apparently been leased from the Town to the owners of the Motel at least since 1956. The managing officer/owner of Cool Harbor, Julie Wang, wishes to renew the lease at this time, as there is a good likelihood that she will be travelling in 2017 when the lease renewal comes due, and she does not wish to miss the renewal date. A copy of her letter to the Town Attorney explaining her request to renew the lease at this time is also attached.

The reason for asking for a five (5) year lease renewal period is triggered by the Constitution of Virginia:

***The Constitution of Virginia [1971]
Article 7 Local Government***

Section 9. Sale of property and granting of franchises by cities and towns. — No rights of a city or town in and to its waterfront, wharf property, public landings, wharves, docks, streets, avenues, parks, bridges, or other public places, or its gas, water, or electric works shall be sold except by an ordinance or resolution passed by a recorded affirmative vote of three fourths of all members elected to the governing body.

No franchise, lease, or right of any kind to use any such public property or any other public property or easement of any description in a manner not permitted to the general public shall be granted for a longer period than forty years, except for air rights together with easements for columns of support, which may be granted for a period not exceeding sixty years. 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 therefore. ...

Mrs. Wang would prefer to not go through the time and expense of the bid process. She would also prefer not to go through the time and expense of the Town’s process of “*Vacation of Streets/Alleys*”, attached, for such a small piece of property, even if the Town would be inclined to vacate a portion of 15th Street.

Council Discussion: Council should decide if it wants renew, for a five (5) year period, a lease for the small encroachment of the Cool Harbor Motel on 15th Street.

Staff Evaluation: Staff does not anticipate 15th Street being widened so as to require that Cool Harbor not be allowed to remain where it has been located for the past 65 or more years.

Budget/Funding: None required.

Legal Evaluation: Staff Recommendations: Staff can think of no reason to not renew the lease to Cool Harbor Motel (Solid Gold, Inc.) for a five (5) year period.

Town Manager Recommendation: Town Manager concurs with staff.

Council Recommendation:

Additional Work Session Regular Meeting No Action
Consensus Poll on Action: ___ (Aye) ___ (Nay)

LEASE OF PUBLIC PROPERTY

THIS LEASE OF PUBLIC PROPERTY, is made and entered into this 23 day of September, 2002, by and between the **TOWN OF FRONT ROYAL, VIRGINIA**, a Municipal Corporation, hereinafter referred to as the "Town", and **SOLID GOLD, INC.**, a Virginia Corporation, hereinafter referred to as the "Lessee".

WITNESSETH:

WHEREAS, a portion of the existing building addition of Solid Gold encroaches upon the dedicated right-of-way of 15th Street, approximately 220-260 feet East of its intersection with North Shenandoah Avenue in the Town of Front Royal, Warren County, Virginia; and,

WHEREAS, the Town of Front Royal, Virginia, is willing to authorize the said encroachment upon the public way described for so long as said existing building encroaches and **SUBJECT** to the following terms and conditions.

NOW, THEREFORE, that for and in consideration of the sum of **THREE HUNDRED AND 00/100 (\$300.00) per annum** paid by the Lessee to the Town of Front Royal, the parties do hereby agree as follows:

1. **PREMISES** - The Town agrees to lease to the Lessee a portion of the right-of-way of 15th Street consisting of approximately

675 square feet as shown as the cross-hatched area designated as "Lease Area", as shown on a plat entitled, "**PLAT, HOMER C. LEHEW PROPERTY, FIFTEENTH STREET, FRONT ROYAL, VA.**", dated December 31, 1956, made by S. M. Boyd, Jr., C.L.S., and revised June 13th, 2002.

2. TERM OF LEASE - The term of the Lease is for a period of **FIFTEEN (15) years**, commencing on the **1st day of July, 2002**, and ending on the **30th day of June, 2017**.

3. PAYMENT OF RENT - Lessee shall pay to the Town of Front Royal an annual rental payment of \$300.00. The rental payment shall be paid in advance beginning on the **1st day of July, 2002**, and on an annual basis thereafter for the term of this Lease and any extensions hereunder.

4. UTILITIES - The Lessee shall be responsible for all utility expenses which may be used by him at the premises.

5. HOLD HARMLESS - The Lessee hereby agrees to hold the Town harmless from any liability pertaining to his use and/or occupancy of the premises in question.

6. USE OF PREMISES - The use of the premises shall be limited to the use as motel room(s) and storage of a portion of an encroaching addition and apartment attached to and a part of the **COOL HARBOR MOTEL** premises. The Lessee shall not permit or allow any dangerous practice or hazardous condition to occur on the

premises, shall not violate any State, Federal, or local law concerning the use of the premises, or permit any illegal activity to occur thereon. The Lessee shall not create or allow any nuisance to be or remain upon the premise. The Lessee shall not commit, permit, or suffer any waste of the 15th Street right-of-way during the term of this Lease.

7. **ALTERATIONS OR IMPROVEMENTS** - Repairs and maintenance of the existing structure is permitted. All other alterations, additions, or improvements to the premises shall not be permitted without the written consent of the Town. Any permitted alterations, additions, or improvements shall be performed at the sole expense of the Lessee by reputable workmen and contractors approved by the Town.

8. **MAINTENANCE** - The Lessee shall keep the premises mowed and/or cultivated, and shall maintain the premises in a proper condition. The Lessee shall surrender the premises to the Town at the conclusion of the Lease in the same condition and repair as existed at the commencement of the Lease. The Lessee accepts the property "as is". It is specifically understood that the Town has no obligation to the Lessee to make any repairs, improvements, or replacements whatsoever to the premises during the period of the Lease. The Town does not warrant or guarantee as to the suitability of the site for gardening purposes.

9. TERMINATION - This Lease may be terminated by either party for any lawful reason **six (6) months** from the date of mailing a written notice of termination to the other party. For the purposes of this Lease, all notices shall be made in writing and shall be delivered by first class mail to the parties at the addresses stated herein, to-wit:

**TOWN OF FRONT ROYAL
c/o Front Royal Town Manager
16 North Royal Avenue
P. O. Box 1560
Front Royal, Virginia 22630
540-635-8007**

**SOLID GOLD, INC.
c/o Julie Wang
Cool Harbor Motel
141 West 15th Street
Front Royal, Virginia 22630
540-635-2191**

10. EMINENT DOMAIN - Nothing herein is intended to be construed as preventing the Town from exercising its powers of eminent domain as otherwise permitted by law. The Lessee acknowledges that, absent the authorization granted herein, the Town would require the removal of the encroachment at the Lessee's sole expense.

11. SUCCESSORS - This Lease of Public Lands and the terms thereof shall be binding upon the successors, assigns, and heirs of the parties.

12. ASSIGNABILITY - The Lessee shall have the right to assign and transfer the rights and responsibilities contained herein to

any successors or assigns who purchase or lease the Cool Harbor Motel as a motel.

13. TERMINATION BY REMOVAL - In the event that the Lessee, its successors or assigns, remove and dismantle the addition or apartment now existing on the leased premises and not replace the same within **six (6) months** this Lease Agreement shall terminate and the rights and responsibilities of the Lessee in the leased premises shall be extinguished.

14. INTERPRETATION - The interpretation of the provisions of this Lease Agreement shall be in accordance with the laws of the State of Virginia.

15. MODIFICATION - Modification of the terms and conditions of this Lease Agreement shall not be permitted, unless agreed to in writing and executed with the same formality as this Agreement.

GIVEN under our hands this 23 day of September, 2002.

**TOWN OF FRONT ROYAL,
VIRGINIA**

BY: Robert L. Tennett, Jr.
**Hon. Robert L. Tennett, Jr.,
Mayor**

ATTESTED:

Rhonda S. North
RHONDA S. NORTH, C.M.C./A.A.E., TOWN CLERK

SOLID GOLD, INC., a Virginia Corporation

BY: *Julie Wang*
Julie Wang, President

**COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:**

I, Tim L. Presley, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that **ROBERT L. TENNETT, JR.**, Mayor, and **RHONDA S. NORTH**, Town Clerk, whose names are signed on behalf of the **TOWN OF FRONT ROYAL, VIRGINIA**, to the foregoing Lease of Public Property Agreement bearing the date of the 23 day of September, 2002, have each this day personally appeared and acknowledged the same before me in my State and in the County aforesaid.

Given under my hand this 23 day of September, 2002.

My commission expires on the 31 day of July, 2006.

Tim L. Presley
NOTARY PUBLIC

**COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:**

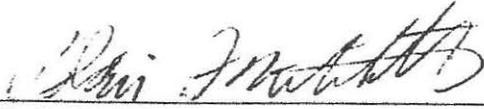
I, Jean Frisloe Williams, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Julie Wang, whose name is signed as President of Solid Gold, Inc., a Virginia Corporation, to the foregoing Lease of Public Property Agreement bearing the date of the 23rd day of September, 2002, has this day personally appeared and acknowledged the same before me in my State and in the County aforesaid.

Given under my hand this 30 day of October, 2002.

My commission expires on the 31st day of March, 2004.

Jean Frisloe Williams
NOTARY PUBLIC

APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read "Blair Mitchell".

Blair D. Mitchell, Town Attorney

Date: 10 / 30 / 02

TOWN OF FRONT ROYAL
 P O BOX 1560
 15 N ROYAL AVE
 FRONT ROYAL, VA 22630

PHONE: 540-635-7799x
 FAX: 540-635-2298x

Cust No: 0000000345

SOLID GOLD, INC COOL HARBOR MOTEL
 WANG, JULIE
 141 W 15TH ST
 FRONT ROYAL, VA 22630

INVOICE: RENT000104 Page 1
 Date: Jun 01, 2014 of 1
 Service: RENTAL OF TOWN PROPERTY

Total Invoice: 300.00
 Payments/Adjustments: 0.00
 Total Due: 300.00

Due Date: Jun 30, 2014

Service Address:

SOLID GOLD, INC COOL HARBOR MOTEL
 WANG, JULIE
 141 W 15TH ST
 FRONT ROYAL, VA 22630

Description	Qty	Unit Price	Total Price	Tax
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THE TOWN AGREES TO LEASE TO THE
 LESSEE A PORTION OF THE RIGHT-
 OF-WAY OF 15TH STREET CONSISTING
 OF APPROX 675 SQUARE FEET

YEARLY INSTALLMENT #13 15 YR LEASE AGREEMENT	1.00	300.00	300.00	N
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Total Charges:	300.00	Payments:	0.00
Total Tax:	0.00	Adjustments:	0.00
Total Invoice:	300.00	Total Due:	300.00

SOLID GOLD CORPORATION
 t/a **COOL HARBOR MOTEL**
 141 WEST 15TH STREET
 FRONT ROYAL, VIRGINIA 22630
 PHONE (540) 635-2191

EZShield™ Check Fraud
 Protection for Business

16167

PAY Three Hundred ONLY DOLLARS

CHECK AMOUNT Security Features Included. Details on Back

DATE	TO THE ORDER OF	DESCRIPTION	CHECK NO.	CHECK AMOUNT
6-10-14	Town of Front Royal	INV# Rent 000104 Cust # 000000345	16167	\$ 300.00

BB&T
 BRANCH BANKING AND TRUST COMPANY
 VIRGINIA

⑈00016167⑈

McBee® One-Writes

April 16, 2015

Douglas W. Napier
Town Attorney

Department of Legal Services
P.O Box 1560
Front Royal, Virginia 22630
540-635-7872
540-635-4281 (fax)

Dear Mr. Napier:

My name is Julie Wang, and as you probably know, I have been the owner of Cool Harbor Motel, located at 141 West 15th Street, Front Royal, VA, for the last 29 years. I am contacting you in reference to the 15 year lease of public property agreement that Cool Harbor Motel currently has with the Town of Front Royal. I would like to renew that lease for another 5 year term. The reason why I am making this request prior to the end of our current lease agreement year of 2017 is because there is high likelihood that I will be traveling out of the country during that time, and I do not want to miss our renewal date. Please reference current lease agreement Cust No: 0000000345.

Please let me know how best to proceed.

Thank you,



Julie Wang
Cool Harbor Motel
141 West 15th Street
Front Royal, Virginia 22630
540-551-2589

4

**Ordinance Amendment to Town Code
Section 98-3 and 98-15 - BPOL**

Town of Front Royal, Virginia Worksession Agenda Form

Date: (Date)

Agenda Item: Minimum Business Professional Occupational License Fee

Summary: Chapter 98 Business Professional Occupational Licensing of the Municipal Code currently does not have a minimum licensing fee. The proposed revision for 98-3 would create a minimum fee of \$10.00 for business professional occupational licensing and the revision for 98-15 would add wording to expressly address failure to obtain a proper licensing.

Council Discussion: Council is asked to consider revising Town Code section 98-3 & 98-15 to allow collection of a minimum business professional occupational licensing fee and to add wording to expressly address failure to obtain proper licensing.

Staff Evaluation: Under the current municipal code there is not a minimum fee for BPOL. Staff has issued licenses for as little as \$0.02 based on the grossed receipts of the business. Staff would like to have a minimum license fee to help cover costs associated with opening the account for BPOL, mailing/creating renewal forms, purchasing the decal, and general maintenance of the BPOL account.

Staff has reviewed surrounding localities and found that most localities do impose a minimum fee on BPOL. This minimum would not apply to those businesses who qualify for an exemption of BPOL such as 501-C3 non-profit agencies.

The addition of wording to 98-15 would simply add the words “to obtain or” so that municipal code expressly addresses not only exhibiting a business license but also obtaining a license.

Budget/Funding: Minimal effect of budget, increase of BPOL would help offset costs of postage and office supplies. Expected increase is less than \$1,500.

Legal Evaluation: Town Attorney will be available for legal questions.

Staff Recommendations: Staff recommends that council approve the updates/revisions as proposed.

Town Manager Recommendation:

Council Recommendation:

- Additional Worksession Regular Meeting No Action

WORKSESSION



98-3 LICENSE REQUIREMENT

Every person shall apply for a license for each business, trade, profession, occupation or calling (collectively hereinafter "a business"), unless otherwise exempted by law, when engaging in a business in the Town of Front Royal if **(i)** the person has a definite place of business in this jurisdiction; **(ii)** there is no definite place of business anywhere and the person resides in this jurisdiction; or **(iii)** there is no definite place of business in this jurisdiction but the person operates amusement machines or is classified as an itinerant merchant, peddler, carnival, circus, contractor subject to Virginia Code Section 58.1-3715, or public service corporation. A separate license shall be required for each definite place of business and for each business. A person engaged in two or more businesses or professions carried on at the same place of business may elect to obtain one license for all such businesses and professions if all of the following criteria are satisfied: **(i)** each business or profession is subject to licensure at the location and has satisfied any requirements imposed by state law or other provisions of the ordinances of the Town of Front Royal; **(ii)** all of the businesses or professions are subject to the same tax rate, or, if subject to different tax rates, the licensee agrees to be taxed on all businesses and professions at the highest rate; and **(iii)** the taxpayer agrees to supply such information as the assessor may require concerning the nature of the several businesses and their gross receipts.

Every person and business entity engaged in any business in the Town of Front Royal shall obtain a license from the Town of Front Royal Department of Finance before the commencement of such business, the minimum fee for which shall be ten dollars (\$10.00), unless exempt from licensing. Each year thereafter, such persons and entities shall pay an annual minimum license fee of ten dollars (\$10.00). In no instance shall this minimum fee create a refund.

98-15 KEEPING AND EXHIBITING OF LICENSE

Every person or business required to obtain a license shall keep the license in a place where it may be exhibited immediately upon demand of any representative of the Town. No license measured by volume of business shall be required to be publicly displayed. Failure to obtain or to exhibit the license upon demand of a Town representative or failing to display properly any license tag required under this chapter or Chapter 37 of the Code of Virginia, 1950, as amended, shall be guilty of a misdemeanor and, upon conviction thereof, be punished as provided in Chapter 1, Article II, Penalties, of this Code.

Surrounding Locality Minimum BPOL

Warren County – No Fee for Gross Sales Less Than \$4,000
\$10.00 Fee for Gross Sales \$4,001-\$10,000
\$30.00 Fee for Gross Sales \$10,001-\$25,000
\$50.00 Fee for Gross Sales \$25,001-\$50,000
Various percentages based on type of businesses for gross sales over \$50,000

Town of Luray - \$30.00 Fee for Gross Sales up to \$25,000

Town of Strasburg- \$15.00 Fee for Gross Sales up to \$12,000

Town of Woodstock- No minimum Fee

Town of Culpeper - \$24.00 Minimum

Town of Berryville - \$20.00 Issuance Fee

City of Winchester - \$50.00 Fee for Gross Sales up to \$50,000

5

Proposed Change to Public Parking Signs

Town of Front Royal, Virginia Work Session Agenda Form

Date: June 1, 2015

Agenda Item: Proposed Change to Public Parking Signs
Director of Planning & Zoning – Director of Environmental Services

Summary: The Town has received numerous complaints regarding parking signage used by the Town to identify the location of public parking spaces. Public comments have included remarks that the signage is not easily enough identifiable, too small, and difficult to read while driving. In response to these concerns, Town Staff has prepared the attached draft sign concepts for consideration by Town Council. The purpose of this agenda item is to review these concepts with Town Council and determine if any changes should be made.

The draft parking sign concepts are shown in various sizes, but are generally larger than the current parking signs used. The larger sign type would be better utilized in large parking lot areas, such as the Payton Street Parking Lot. The smaller signs would be used in different locations depending on the size needs of the location. In addition, Town Staff has incorporated the standard “P” parking symbol on each of the signs to further help visitor’s find public parking spaces. The concepts show two different styles. One style uses the existing arrow and font style of current parking signs in the downtown area. The other uses more modern font that would be easier to read while driving in a vehicle. Both signs would continue to use the current dark brown background that is used for downtown signage.



Council Discussion: This agenda item is scheduled for a work session review on 06/01/2015.

Staff Evaluation: Planning & Zoning Staff will be available at the work session for questions.

Legal Evaluation: The Town Attorney will be available at the work session for questions.

Town Manager: The Town Manager will be available at the work session for questions.

Budget/Funding: N/A

Council Recommendation:

Additional Work Session Regular Meeting No Action

Consensus Poll on Action: ___(Aye) ___(Nay)

Work Session



30"



24"



24"



18"



18"



6

**Request for Placement of a Memorial to
Patricia Windrow**

Town of Front Royal, Virginia
Work Session Agenda Form

Date: June 1, 2015

Agenda Item: Request for Placement of a Memorial to Patricia Windrow

Summary: The Town has received a request from Howard Klein and Sue Riner to install a five-sided, concrete memorial to honor Patricia Windrow near the sun dial that she designed by the caboose. Details about the memorial will be provided at the Work Session

Council Discussion: Council is requested to consider permitting the installation of a memorial to honor local artist Patricia Windrow near the caboose.

Staff Evaluation: Ms. Windrow was an artist who operated an art gallery at 401 Main Street and renovated numerous homes and buildings in Front Royal. In addition, Ms. Windrow painted murals at various local businesses and designed the canoe sundial near the Gazebo. Ms. Windrow also served a number of years on the Town's Board of Architectural Review.

Budget/Funding: The Director of Finance will be available to address fiscal issues.

Legal Evaluation: The Town Attorney will be available to address legal issues.

Staff Recommendations: Staff recommends Council consider authorization of the memorial.

Town Manager Recommendation: The Town Manager recommends Council consider authorization of the memorial

Council Recommendation:

- Additional Work Session Regular Meeting No Action
Consensus Poll on Action: ___(Aye) ___(Nay)

Work Session



May 8, 2015

Dear Steve,

Thank you so much for taking time from your busy schedule to talk with me today. An architect, hired by Howard Klein, has produced the engineering drawings for a beautiful five-sided poured concrete memorial to honor Patricia Windrow. We are requesting that this memorial be placed near the sun dial she designed at the Gazebo gathering grounds.

Howard and I are available to attend the work session on June 1st to discuss this request. The week prior, I will drop the jump drive we discussed so we can display the architect's rendering of the memorial during that work session. Additionally, we will also attend the Town Council Meeting on June 8th.

Looking forward to working with you on this request.

Best regards, Sue

G. Sue Riner
Stained Glass by Shenandoah, Inc.
www.stainedglassbyshenandoah.com
800 950-1415

7

**MOU – Development/Operation of Catlett
Mountain Landfill Site**

Town of Front Royal, Virginia
Work Session Agenda Form

Date: June 1, 2015

Agenda Item: MOU - Recreational Use of Catlett Mountain Landfill

Summary: The Town has received a draft MOU for the development and operation of recreational facilities at Catlett Mountain Landfill by Warren County.

Council Discussion: Council is requested to review and consider the MOU for recreational use of Catlett Mountain Landfill by Warren County

Staff Evaluation: The Town Attorney has reviewed the draft MOU and determined that it addresses the Town's concerns and liability about use by the County.

Budget/Funding: The Director of Finance will be available to address fiscal issues.

Legal Evaluation: The Town Attorney will be available to address legal issues.

Staff Recommendations: Staff recommends Council consider execution of the draft MOU for recreational use of the Catlett Mountain Landfill by Warren County.

Town Manager Recommendation: The Town Manager recommends Council consider execution of the draft MOU for recreational use of the Catlett Mountain Landfill by Warren County.

Council Recommendation:

- Additional Work Session
 - Regular Meeting
 - No Action
- Consensus Poll on Action: ___(Aye) ___(Nay)



**MEMORANDUM OF UNDERSTANDING FOR THE
DEVELOPMENT AND OPERATION OF PUBLIC RECREATIONAL
FACILITIES AT THE CATLETT MOUNTAIN LANDFILL SITE**

THIS **MEMORANDUM OF UNDERSTANDING**, made and entered into this ___ day of _____, 2015, by and between the **County of Warren**, a political subdivision of the Commonwealth of Virginia (hereinafter, the “County”), and the **TOWN OF FRONT ROYAL**, a Virginia municipal corporation (hereinafter the “Town”).

WHEREAS, the County and the Town are joint owners of a parcel of real property containing approximately 13.4479 acres and designated as Warren County Tax Map and Parcel # 19-90A (hereinafter “the Property”), which has access to Catlett Mountain Road (State Route # 677) via a private access easement; and

WHEREAS, the Property has historically been used as an unregulated landfill or dump, which has been closed to the dumping and depositing of refuse since 1975, and which has recently been covered and capped with improvements including the removal of some metal goods and other refuse materials at or near the surface of the Property, and including the installation of stormwater containment and transmission facilities to decrease the flow of stormwater, surface water and groundwater over, under, across and through the Property; and

WHEREAS, it has become the desire of the County to improve and redevelop portions of the Property as a neighborhood park to be known as the Catlett Mountain Park, including, but not limited to, recreational opportunities such as a grass athletic practice field, a playground shelter, aggregate walking paths, an aggregate parking lot, unpaved (dirt) hiking trails, and a mountain biking skills course, all to be fenced and gated for off-hours access control, with minimal interaction with the landfill cap areas, with management of increased stormwater runoff and limitation of erosion; and

WHEREAS, to that end, the parties desire to set out in this **MEMORANDUM OF UNDERSTANDING** the rights, responsibilities, understandings, and duties of the parties in achieving those goals while minimizing the potential liability of either party as owners of the Property;

NOW, THEREFORE, WITNESSETH, that for and in consideration of the premises and the mutual covenants contained herein, and to the extent permitted by the Constitution and Code of Virginia, the County and Town agree as follows:

1. The County, at its sole costs, may grade, construct, develop, operate and maintain on the Property those features and facilities shown on a Concept Narrative and Plan prepared by LPDA, titled "Catlett Mountain Concept Plan" dated February 5, 2015 (hereinafter "the Concept Plan"), a copy of which is attached hereto and made a part hereof.
2. As noted on the Concept Plan, wherever possible, the County will ensure that existing vegetation will remain and permeable paving will be used; new vegetation will be planted to mitigate loss of existing trees and understory plants; hiking trails will be built with sustainability in mind using best practices to limit soil loss and erosion; grading will be limited and will trend toward fill rather than cut, particularly in or near cap areas; and where new work overlaps existing cap areas, test pits will be dug prior to land disturbance to determine the depth of the cap and the feasibility of the proposed work.
3. To the extent authorized under the Constitution and laws of the Commonwealth of Virginia, the County will indemnify the Town and assume full liability of all issues and claims that arise from the development and use of the Property for recreational uses.
4. The County will fund and construct all repairs to the Property that arise to the open access of the Property for recreational use.
5. The County will provide the Town with quarterly reports of use and maintenance activities.
6. The County will provide full access to the Property during operational hours for the Town staff to inspect the Property.
7. The County will limit the development of the Property to that which is identified in the Concept Plan, and that no development beyond that identified will be pursued without advance written authorization from the Town, which authorization will not be unreasonably delayed or denied.
8. The County will be the owner of all improvements and facilities constructed on the Property by the County and/or its agents, employees and/or contractors.
9. The Property will be operated under the staff and policies of the County's Department of Parks and Recreation.
10. The County and the Town will cooperate to do all things necessary or appropriate for the ends of this Memorandum of Understanding to be accomplished.

11. 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 County Board of Supervisors and the Town Council, respectively.

WITNESS the following signatures:

For the County of Warren, Virginia:

For the Town of Front Royal, Virginia:

Richard H. Traczyk, Chairman
of the Board of Supervisors

Timothy W. Darr, Mayor

Attest:

Attest:

Douglas P. Stanley
County Administrator

Steven M. Burke
Town Manager

Approved as to form:

Approved as to form:

Blair D. Mitchell
County Attorney

Douglas W. Napier
Town Attorney

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Recommendations from Economic Committee

Item #8

Top 15 Recommendations from Economic Committee to Town Council

To Keep In Mind: All things cannot be paid for by the Town's budget, however; the Town can do all they can to not hinder these ideas and projects.

1	Volunteer Committee for oversight of SBDC during their Town commitment
2	Hire a Champion for Front Royal (with a budget)
3	Ongoing Town Beautification
4	Improve Signage for Front Royal w/ emphasis on Public Parking Locations (use color)
5	Increased Tourism Activity Implementation & Coordination
6	EDA/Avtex Development (Town Involvement)
7	Finalize Overhead Downtown Lighting & Installation
8	Town Building Inspector in Coordination w/ County
9	Main Street Program Funding
10	Obtain Façade Grants, etc.
11	Consumer/Business Counseling (SBDC)
12	Explore Parking Concerns & Expansion (lots, garages, etc.)
13	Sidewalks & Easements for Outdoor Commercial Use (tables w/ umbrellas, etc.)
14	More Town Sponsored Events in Conjunction with Civic Organizations
15	Establish Town Brand; expand professional, positive staff mindset

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Economic Community Development Position

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Council Discussion/Goals

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Closed Meeting