



## TOWN COUNCIL WORK SESSION

Monday, September 19, 2016 - 7:00 p.m.

Front Royal Town Hall

### **Town/Staff Related Issues**

1. Continued Discussion of Warren Heritage Society Request for Utility Funding – *Patrick Farris*
2. Continued Discussion of Main Street Lighting – *Director of Energy Services*
3. Continued Discussion of Town Charter Revisions – *Town Attorney*
4. Adoption of Policy for Participation in Meetings by Electronic (Telephonic) Means-*Town Attorney*
5. Software License Renewal – *Director of Information Technology*
6. Resolution to Accept Medicaid Funding for Health Care – *Town Manager*
7. Lottery for Localities – *Town Manager*
8. Town Flag for Christendom College – *Town Manager*
9. RFP - Health Insurance – *Town Manager*
10. RFP – Salary Comparison – *Town Manager*

### **Council/Mayor Related Items**

11. Council Discussion/Goals (time permitting)
12. CLOSED MEETING – Disposition of Public Property

### **Motion to Go Into Closed Meeting**

I move that Town Council go into closed meeting for the purpose of discussion or consideration of the disposition of publicly held real property, specifically a Town alley which is a public right of way located between 437 and 510 South Royal Avenue, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code Section 2.2- 3711. A.3.

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

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



Town of Front Royal, Virginia  
Work Session Agenda Form

Date: September 19, 2016

**Agenda Item:** Continued Discussion of Warren Heritage Society Request for Utility Funding

**Summary:** The Executive Director of Warren Heritage Society has requested that the Town consider an in-kind donation to offset the utility expenses incurred by the Society in the amount of \$15,000 for the utility services at 101 Chester Street for FY2016-2017. Council has approved similar requests for the previous two years. Council met on August 1, 2016 regarding this request but asked for more information. Council also scheduled this item for September 6, 2016 but there was no representation from the Heritage Society.

**Council Discussion:** Council is requested to consider a donation toward utility service for the Warren Heritage Society as authorized by Virginia Code Section 15.2-953 for a Virginia non-profit organization.

**Staff Evaluation:** Staff have evaluated the request and confirmed it is similar to that made in the previous two fiscal years.

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

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

**Staff Recommendations:** Staff recommend Council consider a donation to the Warren Heritage Society.

**Town Manager Recommendation:** The Town Manager recommends Council consider a donation to the Warren Heritage Society.

**Council Recommendation:**

Additional Work Session     Regular Meeting     No Action

Consensus Poll on Action: \_\_\_(Aye) \_\_\_(Nay)



July 21, 2016

To: Honorable Timothy W. Darr  
Mayor, Town of Front Royal &  
Members of Town Council, Town of Front Royal

From: Patrick Farris  
Executive Director, Warren Heritage Society

Re: Cooperation between the Town of Front Royal and the Warren Heritage Society

Mayor Darr and Members of the Front Royal Town Council,

It is an honor to be able to correspond with you concerning the cooperative relationship enjoyed between the Town of Front Royal and the Warren Heritage Society. It is our mission but also our pleasure at the Warren Heritage Society to work with the staff and officials of the Town of Front Royal to advance the Front Royal and its rich history and heritage in the minds of the visiting public and for the benefit of our own local population.

To that end, the Warren Heritage Society would like to respectfully request that the Town of Front Royal extend to the Warren Heritage Society the abeyance on utilities fees initially put in place by Council. This service by the Town to the Society is of immense importance to our ability to maintain financial solvency and health, as well as our ability to continue providing the programming and services that we offer. I would like, then, to take this opportunity to enumerate some of the ways in which our public-private partnership benefits the Town of Front Royal.

#### Preservation

Since 1979 the Warren Heritage Society has engaged in the preservation of historic structures such as the Ivy Lodge, Belle Boyd Cottage, Balthis House and Fairview. The Society also provides materials from its Archives in assistance to property owners preserving their own structures.

#### Programming

Programming for all ages is available throughout the year for free or for a minimal fee to the public, and the staff of the Society is constantly engaged in public outreach to other entities, including and especially to schools.

#### Festival of Leaves

Our annual festival attracts over 20,000 visitors to downtown Front Royal every second Saturday in October, and has been regularly held and growing since 1971.

### Archives

The Laura Virginia Hale Archives is the only official repository of historical records for the Town and for Warren County, and research is open to the public 12 months out of the year from Monday through Friday in a modern, fully staffed facility.

### Materials Collection

The Society maintains a collection of artifacts from the Town and County's past, allowing for state-of-the-art exhibits. The Society mounts exhibits annually, and mounts special exhibits in cooperation with other institutions such as the Town, for which we have two case exhibits currently mounted (one in the new Town Administration Building, and one in the Visitor Center).

### Museums

The Society provides three museums which are open to the public year-round on Chester Street, allowing for destination tourism and adding to the amenities and open sites to which the Town's staff at the Front Royal Visitor Center may direct travelers.

### Commemorative Events

The Society is always prepared to cooperate with the Town, County and State on commemorative activities. In 2007 we cooperated with the state's 400<sup>th</sup> Jamestown anniversary, in 2011 we cooperated with the County on Warren's 175<sup>th</sup> anniversary, in 2013 we cooperated with the Town on Front Royal's 225<sup>th</sup> anniversary, and this year we helped plan the first annual Battle of Front Royal Commemorative Reenactment. Cooperation takes many forms, including research, event planning, historic trail and marker design, and much more.

### Battlefield Tours

The Society provides battlefield tours for Civil War battles which raged through Front Royal and Warren County. Of the five major engagements which took place in Warren County during the war, three took place in part through the Town: The Battle of Front Royal, the Battle of Wapping Heights/Manassas Gap, and the Battle of Guard Hill.

We would hope that the Town of Front Royal would see these activities of the Warren Heritage Society as assisting the Town and providing valuable services that the Town is not currently equipped to provide, and maintaining those services and programs as readily available to the public.

Please do not hesitate to contact me at any time concerning these services or this request, and as always I am grateful for the opportunity to work with the Town in order to achieve our common goals. Thank you so much for your time and consideration.

Most sincerely,

Patrick Farris  
Executive Director  
Warren Heritage Society  
101 Chester Street  
Front Royal, VA 22630  
[whsexecutivedirector@comcast.net](mailto:whsexecutivedirector@comcast.net)  
(540) 636-0702, ext. 11

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## Town of Front Royal, Virginia Work Session Agenda Form

Date: September 19, 2016

**Agenda Item:** Update on Main Street Canopy Lighting Project

**Summary:** At the Work Session on June 6<sup>th</sup>, Staff was directed to proceed with the installation of lights between 500, 501, and 506 Main Street. Staff continues with the installation of these additional strands along with developing an alternative solution for canopy lighting along Main Street.

**Council Discussion:** Council is requested to review the alternative solution and provide direction for the Main Street Lighting Project.

**Staff Evaluation:** Staff continues to work with Dan Hotek of Engineering Techniques on attachment points along with permits for installation of additional lighting strands. Staff will update progress at the meeting. Staff has also developed an alternative solution to provide a continuous canopy lighting system along Main Street. Staff will present an overall project cost and drawings at meeting.

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

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

**Staff Recommendations:** Staff recommends Council provide direction on the proposed alternative canopy lighting project on Main Street.

**Town Manager Recommendation:**

**Council Recommendation:**

Additional Work Session     Regular Meeting     No Action

Consensus Poll on Action: \_\_\_(Aye) \_\_\_(Nay)

Work Session

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## Town of Front Royal, Virginia Work Session Agenda Form

Date: September 19, 2016

**Agenda Item:** **Agenda Item:** COUNCIL CONSIDERATION/Continued Discussion of Town Charter Revisions.

**Summary:** Town Council attempted to have the 2013 Session of the General Assembly adopt a number of revisions to its Town Charter. To refresh your understanding, a municipal charter is special legislation which each municipal government, and a few, almost all urban, counties, are granted by the State, to govern their local affairs, peculiar to that locality only, which may be thought of as in the nature of that locality's constitution. Generally, but not always, charter provisions trump general law provisions to the contrary, while Virginia and U.S. Constitutional provisions trump charter provisions to the contrary.

For the benefit of those Council Members who were no on Council in 2013, the proposed Charter amendments did pass the General Assembly.

One of the most significant proposed Charter amendment, which the then-Town Council had wanted was the change in its elections for Town Council and Mayor from the first Tuesday in May in even numbered years, to the general election day in November in even numbered years. When the Charter amendment failed, Town Council amended the Town Code to provide for this.

The other changes the Town requested to our Charter were to allow the Town Council to designate additional Town officers by ordinance (for instance, the current Charter does not provide for the Town's treasurer is to be the Finance Director); to cause elections to Town Council and Mayor to be non-partisan (so that federal employees would to be able to hold local public office—historically, all Town elections have always been non-partisan; most local elected offices nationwide are non-partisan for that reason; political parties may and do endorse candidates, but candidates do not run under a party label); to allow minutes to be kept in electronic format in lieu of hard-copy minute books; to allow the publication of proposed ordinances and other notices by any method allowed by law; to combine the duties of the town treasurer with that of town manager or town finance director; and for the provision of a number of other minor or clerical amendments to the Charter.

A copy of the black-lined proposed Charter amendments that was sent to the Town's General Assembly delegation, together with the letter dated November 30, 2012, sent to the Town's General Assembly delegation, are attached.

**Council Discussion:** Town Council is requested to consider and discuss any other amendments it would like to see to the Town's Charter. Consideration might include whether the Town wishes to be able to retain its zoning authority over any State directives regarding Airbnb; more local control over cleaning up derelict properties; cleaning up the present Charter provisions regarding zoning and planning, as they are outdated and conflict with current State law and current zoning and planning best practices; provisions for more local flexibility on taxation; etc.

**Staff Evaluation:** Staff might be requested to evaluate the Town Charter and give its recommendations to Town Council as to what staff recommends might be considered amended.

**Budget/Funding:** No recommendations or impacts expected at this time.

**Legal Evaluation:** Legal evaluation of proposed Charter amendments will be on-going as they are proposed.

**Staff Recommendations:** See above. This would be a good time to begin work on proposed Charter amendments, as final proposals could be sent to our General Assembly representatives in time for the 2017 Session.

**Town Manager Recommendation:** See above.

**Council Recommendation:**

Additional Work Session     Regular Meeting     No Action

Consensus Poll on Action: \_\_\_(Aye) \_\_\_(Nay)

**VERSION 3- EVEN YEAR ELECTIONS BEGINNING 2014**

**(FINAL)**

Chapter 200 CHARTER

Section 200-1 CHARTER OF THE TOWN OF FRONT ROYAL, VIRGINIA

An Act to provide a new charter for the Town of Front Royal, Warren County, Virginia, approved March 11, 1916. Chapter 44 of the Acts of Assembly, Extra Session (ES) of 1936-1937 was amended/reenacted/approved January 18, 1937. A new section numbered 11-a, authorizing the appointment of a civil police justice for the said Town, approved April 1, 1940.

[The following Charter of the Town of Front Royal is as contained in an Act of the General Assembly of Virginia, approved January 18, 1937, and, unless otherwise noted, the provisions of said Charter are unchanged from the above-mentioned Act of the General Assembly. A ~~Scheme~~ Summary listing the various sections contained in said Charter has been added for convenience.]

**For all purposes of this Charter, a word used in the masculine includes the feminine and neuter, as appropriate.**

**CHAPTER I. CORPORATE EXISTENCE; ADMINISTRATION GENERALLY**

SEC.1. CORPORATE ENTITY; POWERS AS A CORPORATION; POWERS DELEGATED TO INCORPORATED TOWNS UNDER STATE CONSTITUTION OR LAWS.

SEC. 2. DEFINITION OF CORPORATE LIMITS.

SEC. 3. VESTING OF TOWN POWERS, ADMINISTRATION AND GOVERNMENT.

SEC. 4. ENUMERATION OF TOWN OFFICERS; WHAT OFFICERS TO BE ELECTED AND WHAT TO BE APPOINTED.

SEC. 5. POWERS AND AUTHORITY OF COUNCILMEN GENERALLY.

SEC. 6. ELECTION TERM, QUALIFICATIONS AND SALARY OF MAYOR AND COUNCILMEN; FILLING VACANCY IN MEMBERSHIP OF COUNCIL.

SEC. 7. TOWN OFFICERS TO BE SWORN IN; EFFECT OF FAILURE TO TAKE OATH OR TO GIVE REQUIRED BOND.

## **CHAPTER II. MAYOR AND VICE MAYOR**

SEC. 8. POWERS AND DUTIES OF MAYOR GENERALLY.

SEC. 9. ELECTION, POWERS AND DUTIES OF VICE MAYOR; FILLING VACANCY IN OFFICE OF MAYOR.

## **CHAPTER III. COUNCIL**

SEC. 10. COMPOSITION AND ELECTION.

SEC. 11. MEETING; EFFECT OF VOLUNTARY ABSENCE OF COUNCILMAN FROM THREE CONSECUTIVE REGULAR MEETINGS.

SEC. 12. APPOINTMENT OF CLERK OF COUNCIL; POWERS OF COUNCIL WITH REFERENCE TO PROCEEDINGS AND TRANSACTION OF BUSINESS; APPOINTMENT, POWERS AND DUTIES OF TOWN CLERK; MINUTE BOOK.

SEC. 13. QUORUM; ORDINANCES APPROPRIATING MONEY OR LEVYING TAXES OR LICENSES; RECONSIDERATION OF MATTERS AT SPECIAL MEETINGS.

## **CHAPTER IV. TOWN MANAGER**

SEC. 14. APPOINTMENT, QUALIFICATIONS, TERM, REMOVAL OR SUSPENSION; ELECTION OF MEMBER OF COUNCIL AS TOWN MANAGER.

SEC. 15. POWERS AND DUTIES GENERALLY; COUNCIL TO APPOINT CHIEF CONSERVATOR OF THE PEACE AND TO SEE THAT ORDINANCES AND LAWS ARE ENFORCED.

SEC. 16. POWERS AS TO TOWN OFFICERS, EMPLOYEES, ETC.

## **CHAPTER V. POWERS OF COUNCIL**

SEC. 17. AS TO TOWN OFFICERS AND EMPLOYEES.

SEC. 18. CONTROL OF TOWN AFFAIRS AND PROPERTY; ENUMERATION OF POWERS.

SEC. 19. CEMETERY.

SEC. 20. SINKING FUNDS.

SEC. 21. PENALTY FOR VIOLATION OF ORDINANCES; IMPRISONMENT FOR FAILURE TO PAY FINE.

SEC. 22. ACQUISITION OF PRIVATE PROPERTY FOR PUBLIC PURPOSES; EMINENT DOMAIN.

SEC. 23. REMOVAL OF ENCROACHMENTS ON STREETS; SETTLEMENT OF DISPUTE AS TO LOCATION OF STREET LINE; ENCROACHMENT NOT TO CONSTITUTE ADVERSE POSSESSION OR TO CONFER RIGHTS.

SEC. 24. DEDICATION OF STREETS.

SEC. 25. BOARD OF SINKING FUND COMMISSIONERS; INVESTMENT OF SINKING FUNDS; DUTIES OF BOARD; MEMBERS OF BOARD TO GIVE BOND.

SEC. 26. APPOINTMENT AND COMPENSATION OF TOWN ATTORNEY;

SEC.26.A. APPOINTMENT, DUTIES AND COMPENSATION OF ADDITIONAL OFFICERS AND CLERKS; OFFICERS MAY BE REQUIRED TO GIVE BOND.

SEC. 27. DUTIES OF THE CLERK OF THE COUNCIL.

SEC. 28. ANNUAL TAX LEVY.

SEC. 29. SPECIAL OR LOCAL ASSESSMENTS FOR LOCAL IMPROVEMENTS.

SEC. 30. TAXES OR LICENSES MAY BE REQUIRED OF TRADES, BUSINESSES, ETC.

SEC. 31. CREDIT OF DELINQUENT TAXES PAID BY TENANT.

SEC. 32. LICENSES FOR MOTOR VEHICLES, TRAILERS AND SEMITRAILERS.

SEC. 33. DISTRAINT AND SALE OF GOODS AND CHATTELS FOR TAXES.

SEC. 34. MAJORITY VOTE REQUIRED FOR LEVY OF TAX OR FOR CONTRACTING DEBT ABOVE ONE HUNDRED DOLLARS; EXCEPTION.

SEC. 35. LIEN ON REAL ESTATE FOR TOWN TAXES; SALE OF REAL ESTATE FOR NONPAYMENT OF TAXES; REDEMPTION OF REALTY SO SOLD.

SEC. 36. FIRE DEPARTMENT.

SEC. 37. FIRE LIMITS; BUILDING REGULATIONS; UNSAFE BUILDINGS; ZONING REGULATIONS; DISPOSITION OF GARBAGE AND WASTE; FIRE PROTECTION; REMOVAL OF UNLAWFUL BUILDINGS; PUBLIC HEALTH AND SAFETY.

SEC. 38. EFFECTIVE DATE OF ORDINANCES AND RESOLUTIONS GENERALLY; EMERGENCY ORDINANCES.

SEC. 39. PUBLICATION OF PENAL ORDINANCES; ORDINANCES IN EVIDENCE; CODIFICATION OF ORDINANCES.

SEC. 40. POLICE POWERS; POLICE FORCE.

SEC. 41. CONTRACTING DEBTS, ISSUING BONDS, ETC., BORROWING MONEY; GRANTING CREDIT OF TOWN.

#### **CHAPTER VI. TOWN OFFICERS**

SEC. 42. COMBINING OFFICES.

SEC. 43. SALARIES AND COMPENSATION.

SEC. 44. PROPERTY, BOOKS AND PAPERS BELONGING TO TOWN OR APPERTAINING TO TOWN OFFICE.

SEC. 45. ELECTION AND TERMS OF ELECTIVE CHARTER OFFICERS.

SEC. 46. APPLICATION OF LAW TO TOWN AND OFFICERS.

SEC. 47. APPOINTMENT OR ELECTION OF MEMBER OF COUNCIL TO OFFICE UNDER JURISDICTION OF COUNCIL; EXCEPTION.

SEC. 48. JURISDICTION BEYOND CORPORATE LIMITS.

#### **CHAPTER VII. TOWN TREASURER**

SEC. 49. BONDS; DUTIES; APPOINTMENT AND DUTIES OF TOWN COLLECTOR.

SEC. 50. TREASURER TO RECEIVE, PAY OUT, KEEP AND ACCOUNT FOR TOWN MONEY.

SEC. 51. DEPOSITORIES OF TOWN FUNDS; ACCOUNTS; PROHIBITED USES OF TOWN MONEY.

SEC. 52. INSPECTION OF BOOKS, ETC.; TRANSFER OF BOOKS, BALANCES TO SUCCESSOR OR TO COUNCIL.

SEC. 53. MONTHLY REPORT TO COUNCIL.

SEC. 54. ANNUAL REPORT TO COUNCIL.

SEC. 55. HOW MONEY RECEIVED TO BE CREDITED; HOW MONEY TO BE DISBURSED.

SEC. 56. HOW ACCOUNTS TO BE KEPT; POWER OF COUNCIL AS TO MANNER OF DEPOSIT AND DISBURSEMENT.

SEC. 57. SPECIAL ASSESSMENT FUNDS.

SEC. 58. ADDITIONAL DUTIES.

SEC. 59. COMPENSATION.

SEC. 60. DUTIES MAY BE COMBINED WITH THOSE OF TOWN MANAGER.

#### **CHAPTER VIII. TOWN PLANNING**

SEC. 61. ADOPTION OF TOWN PLAN.

SEC. 62. PLANNING COMMISSION.

SEC. 63. AMENDMENT OF PLAN.

SEC. 64. PLATS TO BE APPROVED BY COUNCIL; DUTIES OF PLANNING COMMISSION AS TO PLATS; STREETS AND PARKS; REGULATIONS AS TO FILING PLATS.

SEC. 64a. PREREQUISITES TO APPROVAL OF PLAT BY COUNCIL.

SEC. 65. ERECTION OF BUILDINGS WITHIN STREET LINES.

SEC. 66. PLACING STREETS ON PLAN PREREQUISITE TO LAYING PUBLIC UTILITIES, GRADING, PAVING OR BUILDING HOUSE ADJACENT THERETO.

#### **CHAPTER IX ZONING**

SEC. 67. GENERALLY.

#### **CHAPTER X. GENERAL PROVISIONS**

SEC. 68. CERTAIN OFFICERS MAY ADMINISTER OATHS, ETC.

SEC. 69. INVESTIGATIONS INTO TOWN AFFAIRS.

SEC. 70. CHANGE OF PLAN OF GOVERNMENT.

SEC. 70a. EDUCATIONAL SYSTEM IN EVENT OF ESTABLISHMENT AS CITY.

SEC. 71. NO CONFLICT WITH ALCOHOLIC BEVERAGE CONTROL ACT.

SEC. 72. PROHIBITED TAX LEVIES.

SEC. 73. SEPARABILITY OF PROVISIONS OF CHARTER.

SEC. 74. REPEAL OF ACTS CONFLICTING WITH CHARTER.

SEC. 75. EFFECTIVE DATE OF CHARTER.

AN ACT TO PROVIDE A NEW CHARTER FOR THE TOWN OF FRONT ROYAL, VIRGINIA, AND TO REPEAL ALL ACTS AND PARTS OF ACTS IN CONFLICT WITH THIS ACT

Be it enacted by the General Assembly of Virginia, as follows:

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Section 200-1 CHARTER OF THE TOWN OF FRONT ROYAL, VIRGINIA

**CHAPTER I CORPORATE EXISTENCE; ADMINISTRATION GENERALLY.**

**SEC 1 CORPORATE ENTITY; POWERS AS A CORPORATION; POWERS DELEGATED TO INCORPORATED TOWNS UNDER STATE CONSTITUTION OR LAWS.**

The inhabitants of the Town of Front Royal, Warren County, Virginia, as its limits now are, or hereafter may be established in the manner provided by law, shall continue to be a body corporate and politic by name the Town of Front Royal, and under that name shall have perpetual succession; may use a corporate seal of such kind as it may adopt; may sue and be sued; may acquire property within or without its boundaries for any municipal purpose, in fee simple or lesser interest or estate, by purchase, gift, devise, lease or condemnation, and may sell, lease, hold, manage and control such property as its interests may require; and, except as

prohibited by the Constitution of Virginia or restricted by this Charter, the Town of Front Royal shall have and may exercise all municipal powers, functions, rights, privileges and immunities which are now, or may be hereafter, conferred upon or delegated to incorporated towns under the Constitution and laws of Virginia, as fully and completely as if herein enumerated in detail, and no enumeration of particular powers in this Charter shall be held exclusive.

**The original Charter for the Town of Front Royal, then located in the County of Frederick, was granted by the General Assembly on November 15, 1788.**

## SEC 2 DEFINITION OF CORPORATE LIMITS\*.

The corporate limits of the Town of Front Royal, Virginia, as heretofore established, are hereby reestablished, as follows:

**[NOTE: THIS DESCRIPTION OF THE TOWN'S BOUNDARIES IS UNDOUBTEDLY INCORRECT. THE CURRENT LAW ON THIS POINT IS AS FOLLOWS:**

**§ 15.2-207. Boundaries of municipal corporations continued; charters not to contain metes and bounds; incorporated by reference. — The boundaries of municipal corporations remain as now established unless changed as provided in this title. No charter of any municipal corporation shall contain the metes and bounds of such municipal corporation, but the boundaries shall be incorporated therein by reference to the recordation in the clerk's office of the court where deeds are admitted to record of the final decree or order of the court establishing such boundaries or the act of the General Assembly by which they are defined. The part of the charter of a municipal corporation defining its boundaries hereafter amended shall not contain the metes and bounds of the municipal corporation, but the boundaries shall be incorporated therein by reference to the recordation of a final decree or order of court or to a General Assembly act. (Code 1950, § 15.1-908; 1958, c. 328; 1962, c. 623, § 15.1-836.2; 1979, c. 297; 1997, c. 587.)]**

~~Beginning at a point where the west bank of Happy Creek and north lane of Eighth Street intersect, thence along the north side of Eighth Street to east side of Royal Avenue, thence along east line of Royal Avenue to a point opposite north line Eighth Street extended, thence crossing Royal Avenue and following north side of Eighth to east side of Shenandoah Avenue, thence along east side of Shenandoah Avenue to north side of Kendrick Lane, thence southeast along the north side of Kendrick Lane to west side of Villa Avenue, thence crossing Kendrick's Lane and following the line of Colonel Millar's property, and Randolph Macon property to Mistress Katie Buck's property, thence westward along line between Mistress Buck and Randolph Macon for one hundred and thirty two feet, thence crossing Mistress Buck's property south thirty four west five hundred and twenty eight feet to a point opposite her house, thence south forty one west three hundred and seventy three feet to north side of road leading to Doctor Garrison's property, thence eastward along north side of road four hundred and twelve feet to a point opposite corner E.H. Hoffman's property, thence along his line to corner Doctor White's property, thence along Doctor White's line to Mister Thornton Leach's property, thence along~~

~~Mister Leach's line to corner Mistress Davis Roy's lot a large white oak tree formerly known as Beecher's corner, thence along line between Mistress Roy and E.H. Hoffman to center of lane between Mistress Roy and Druid Hill property, thence southward with center of lane to Luray Road, thence crossing Luray Road and continue line south twenty five east five hundred and fifty feet to a small sassafras tree in cemetery line, thence following the eastern boundary of cemetery by its several courses to Beatty Lane, thence east along north side of Beatty's Lane, cross Manor Avenue, extended, a distance of nine hundred and thirty nine feet to a point opposite Beeden's Lane, thence with Beeden's Lane south seven hundred and forty five west one thousand and seventy eight feet to the northern boundary of a road, thence with the northern boundary of said road and through the lands of John Carter south eighty fifteen minutes east eight hundred and sixteen feet to western boundary of W.E. Rudacille's land, thence with the western boundary of said W.E. Rudacille's land north ten and forty five minutes east one thousand and sixty four feet to the northern boundary of Beatty's Lane, continued, thence with northern boundary of Beatty's Lane in an easterly direction twelve hundred and twenty one feet to the west bank of Happy Creek, thence continuing along west bank of Happy Creek to the beginning.~~

### **SEC 3 VESTING OF TOWN POWERS, ADMINISTRATION AND GOVERNMENT.**

Except as may be otherwise provided in this Charter, all powers of the town and the administration and government of the said town shall be vested in the council of the Town of Front Royal and in such boards and officers as are hereafter mentioned, or may be by law otherwise provided.

### **SEC 4 ENUMERATION OF TOWN OFFICERS; WHAT OFFICERS TO BE ELECTED AND WHAT TO BE APPOINTED.**

The municipal officers of said Town shall, beginning with the effective date of this Act and thereafter, consist of a mayor, six Councilmen, a Town Manager, a Town Treasurer (who may, by ordinance duly enacted, be the Town's Finance Director), and a Town Clerk (who will be the Clerk of Council), and such other officers as may be designated by ordinance duly enacted from time to time. The Mayor and Councilmen shall be elected by the qualified voters of said Town. The Town Manager, Town Treasurer and Town Clerk shall be appointed by the Council as is herein provided. (Acts 1993, ch. 479, p. 572)

### **SEC 5 POWERS AND AUTHORITY OF COUNCILMEN GENERALLY.**

The power and authority of the councilmen shall, in addition to those mentioned and authorized by this Act be such as are mentioned and prescribed by law.

### **SEC 6 ELECTION TERM, QUALIFICATIONS AND SALARY OF MAYOR AND COUNCILMEN; FILLING VACANCY IN MEMBERSHIP OF COUNCIL.**

~~A. — The present Mayor and Town Council members shall continue in office until the expiration of the terms for which they were respectively elected. The positions of three (3) Town Council members, whose present terms were to end, prior to adoption of this present Charter, on June 30, 2014, shall be elected on the first Tuesday in May, 2014 for a single term of office to begin July 1, 2014, and to end December 31, 2014, and such three (3) Town Council members positions thereafter shall be elected on the November, 2014 general election date and every four (4) years thereafter. The positions of three (3) Town Council members, those whose terms were to end, prior to adoption of this present Charter, on June 30, 2016, shall be elected on the first Tuesday of May, 2016, for a single term of office to begin on the first day of July, 2016, and to end on December 31, 2016, and such three (3) Town Council members positions thereafter shall be elected on the November, 2016 election date and every four (4) years thereafter. The Mayor shall be elected on the first Tuesday in May, 2014, for a term of office to end on December 31, 2014 and the Mayor thereafter shall be elected on the November, 2014 election date and every two (2) years thereafter.~~

A. The Mayor and Town Council shall be elected on the Tuesday following the first Monday in November in even numbered years in the manner provided by Virginia general election laws, except insofar as they are otherwise herein provided by this Charter. The Mayor and members of Town Council in office at the effective date of this Charter amendment shall have their terms extended and shall continue in office until December 31 of the year in which their respective terms were to expire.

B. The terms of office for all Town Council members shall begin on the first day of January next following their election, and each shall serve for a term of four (4) years or until his or her successor shall have been elected and qualified. The term of office for the Mayor shall begin on the first day of January next following his or her election, and the Mayor shall serve for a term of two (2) years. The Town Council members and Mayor may succeed themselves as often as the voters may choose.

C. Candidates for Town Council and Mayor shall be nominated only by petition in the manner prescribed by general law. Candidates for Town Council and Mayor shall not be nominated or identified on the ballot by political party affiliation or in any other manner that would disqualify them for candidacy under any law of the United States or the Commonwealth of Virginia.

~~*The present* Mayor and Town Councilmen shall continue in office until the expiration of the terms for which they were respectively elected. On the first Tuesday in May, nineteen hundred ninety four, there shall be elected by the qualified voters of the Town of Front Royal, four Councilmen, who shall be electors of the Town, and whose terms of office shall begin on the first day of July, succeeding their respective elections. The three elected Councilmen with the highest vote totals shall serve for a terms of four (4) years, and until their duly elected successors shall have qualified. The fourth elected Councilman with fewer votes than the other~~

~~three Councilmen so elected, shall serve a term of two (2) years, and until his duly elected successor shall have qualified.~~

~~In the event that the fourth elected Councilman cannot be determined because of a tie in the vote, the Councilmen who have tied in the votes received shall draw lots to determine who shall serve the two-year term.~~

~~On the first Tuesday in May, nineteen hundred ninety-six, and every two (2) years thereafter, there shall be elected by the qualified voters of the Town of Front Royal, three (3) Councilmen, who shall be electors of the Town, and whose terms of office shall begin on the first day of July, succeeding their respective elections and shall continue for four (4) years thereafter, and until their duly elected successors shall have qualified.~~

~~On the first Tuesday in May, nineteen hundred ninety-six, , and every two (2) years thereafter, there shall be elected by the qualified voters of the Town of Front Royal, a Mayor, who shall be one of the electors of the Town, and whose term of office shall begin on the first day of July, succeeding his election and continue for two (2) years thereafter, and until his duly elected successor has qualified.~~

**D.** The Council may fill any vacancy that occurs in the membership of the Council for the unexpired term, **provided that such vacancy is taken within 45 days of the office becoming vacant. If a majority of the remaining members of the Council cannot agree, or do not act, the judges of the circuit court having jurisdiction shall make the appointment. The person so appointed shall hold office only until the qualified voters of the Town fill the vacancy by special election pursuant to Virginia Code § 24.2-682, 1950, as amended, or its successor enactment(s), and the person so elected has qualified. Any person so appointed shall hold office the same as an elected person and shall exercise all powers of the elected office.**

**If a majority of the seats on the Council are vacant, the remaining members shall not make interim appointments and the vacancies shall be filled as provided in Virginia Code § 24.2-227, 1950, as amended, or its successor enactment(s).**

**E.** Each member of the Council shall receive a salary in an amount established by Council, payable as the Council may direct, **provided that no increase in salary of a Council member shall take effect during the incumbent council member's current term in office,** but this restriction shall not apply when the council members are elected for staggered terms.

**F.** The Mayor shall receive a salary in an amount established by Council, payable as the Council may direct, **but no increase in the Mayor's salary shall take effect during the incumbent mayor's current term in office.** (Acts E.S. 136-37, ch. 44, p. 143; Acts 1944, ch. 209, p. 300; Acts 1954, ch. 405, p. 495; Acts 1975, ch. 348, p. 579; Acts 1987, ch. 235, p. 315; Acts 1993, ch. 479, p. 572)

**SEC 7 TOWN OFFICERS TO BE SWORN IN; EFFECT OF FAILURE TO TAKE OATH OR TO GIVE REQUIRED BOND.**

All municipal offices of the town, before entering upon the duties of their respective offices, shall be sworn in accordance with the laws of the state by any one authorized to administer oaths under the laws of the state. If any person elected or appointed to any office in said town shall neglect to take such oath on or before the day on which he is to enter upon the discharge of the duties of his office, or shall for twenty days after the beginning of his term of office fail to give such bond as may be required of him by the council, a vacancy in said office shall then exist.

**CHAPTER II MAYOR AND VICE MAYOR.**

**SEC 8 POWERS AND DUTIES OF MAYOR GENERALLY.**

The mayor shall preside at the meetings of the council and perform such other duties as may be prescribed by this Charter and by general law, and such as may be imposed by the council, consistent with his office. He shall be recognized as the official head of the town for all ceremonial purposes, by the courts for the purpose of serving civil process, and by the governor for military purposes. In time of public danger or emergency, he may take command of the police, maintain order and enforce the law. Such course of action shall be subject to review by the council.

The mayor shall have no right to vote in the council except that in every case of a tie vote of the council, the mayor shall be entitled to vote and his vote in case of a tie only shall have the same weight and effect as the vote of a councilman.

The mayor shall have no power to suspend, remove or discharge any officer, agent or employee of the town nor shall he have any power or authority to appoint or employ any officer, agent or employee of the town nor to fix the term of office or employment, or the compensation, or to increase or decrease the power and authority of any officer, agent or employee of the town, but the mayor shall have such powers with respect to the chief of police, the policemen and employees of the police force when and if the mayor is given the control and supervision of the chief of police, the policemen and employees of the police force as is provided in section 40(a) hereof.

**SEC 9 ELECTION, POWERS AND DUTIES OF VICE-MAYOR; FILLING VACANCY IN OFFICE OF MAYOR.**

The council shall at its first meeting ~~after the effective date of this Act choose one of its members as vice mayor who shall serve until August thirty first, nineteen hundred and thirty eight; and at its first meeting in September, nineteen hundred and thirty eight,~~ in **January**, following the regular municipal election, and biennially thereafter, shall choose one of its members as vice-mayor. The vice-mayor shall perform the duties of the mayor during his absence or disability. In the event of the death, removal or resignation of the mayor, the council shall choose one of

the councilmen or some other qualified voter of the Town of Front Royal who shall serve as mayor until the next succeeding municipal election, at which time a successor shall be elected by the qualified voters of the Town of Front Royal to fill the office of mayor for the remainder of the unexpired term.

Should a member of the council be chosen to serve as mayor until the next municipal election such councilman shall be deemed to have surrendered his office as councilman forthwith upon his qualification as mayor and his office of councilman shall thereupon be vacant. The vacancy thereby created in the council shall be filled by the council as provided in section six hereof.

The member of the council who shall be chosen vice-mayor shall continue to have all of the rights, privileges, powers, duties and obligations of councilman even when performing the duties of mayor during the absence or disability of the mayor of the town.

### **CHAPTER III COUNCIL**

#### **~~SEC 10 COMPOSITION AND ELECTION~~**

~~The Council of the Town shall be composed of four (4) members. Effective July 1, 1994, the Council of the Town shall be composed of six (6) members. Council members shall be elected by the popular vote of the qualified voters of the Town, as provided in Section 6 hereof. (Acts 1993, ch. 479, p. 572)~~

#### **SEC 10 MEETINGS; EFFECT OF VOLUNTARY ABSENCE OF COUNCILMAN FROM THREE CONSECUTIVE REGULAR MEETINGS.**

The Council shall, by ordinance, fix the time for their stated meetings. Special meetings shall be called by the Clerk of the Council upon the written request of the Mayor, or any ~~three~~ four (4) members of the Council. ~~Effective July 1, 1994, special meetings shall be called by the Clerk of the Council upon the written request of the Mayor, or any four (4) members of the Council.~~ No business shall be transacted at any special meeting but that for which it shall be called, unless the Council be unanimous. The meetings of the Council shall be open to the public, except when the public welfare shall require executive sessions.

If any member of said Council shall be voluntarily absent from three (3) regular meetings of Council consecutively, his seat may be deemed vacant by resolution of the Council, and thereupon his unexpired term shall be filled according to the provisions of this Act. (Acts 1993, ch. 479, p. 572)

#### **SEC 12 APPOINTMENT OF CLERK OF COUNCIL; POWERS OF COUNCIL WITH REFERENCE TO PROCEEDINGS AND TRANSACTION OF BUSINESS; APPOINTMENT, POWERS AND DUTIES OF TOWN CLERK; MINUTE BOOK.**

The council shall appoint a clerk to serve at the will of the council, and shall have authority to adopt such rules and appoint such officers and committees as they may deem proper for the regulation of their proceedings and for the convenient transaction of business; to compel the attendance of absent members; and enforce orderly conduct at meetings.

The council may appoint one of the members of the council, other than the member appointed town treasurer, as town clerk, if in the judgment of a majority of the members of the council it is proper so to do, and the member appointed town clerk shall have all of the duties and powers of town clerk as herein provided and he shall continue to have all of the powers, duties, authority, jurisdiction, responsibilities and obligations of a councilman.

The council shall keep a minute book, or its electronic equivalent, in which the clerk shall note the proceedings of the council, and shall record said proceedings at large on the record book, and keep the same properly indexed.

**SEC 13 QUORUM; ORDINANCES APPROPRIATING MONEY OR LEVYING TAXES OR LICENSES; RECONSIDERATION OF MATTERS AT SPECIAL MEETINGS.**

A majority of the members of Council shall constitute a quorum for the transaction of business.

~~Effective July 1, 1994, no~~ No ordinance shall be passed or resolution adopted having for its object the appropriation of money, or the levy of taxes and licenses, except by the concurrence of at least ~~three (3)~~ four (4) members, one of whom may be the Mayor in case of a tie vote as provided in Section 8 hereof. No vote or question decided at a stated meeting shall be reconsidered at a special meeting unless all members are present, and ~~three (3)~~ four (4) of them concur. (Acts 1993, ch. 479, p. 572)

**CHAPTER IV TOWN MANAGER.**

**SEC 14 APPOINTMENT, QUALIFICATIONS, TERM, REMOVAL OR SUSPENSION; ELECTION OF MEMBER OF COUNCIL AS TOWN MANAGER.**

The council shall appoint a town manager who shall be the chief administrative officer of the town. The town manager shall be chosen by the council solely on the basis of his executive and administrative qualifications and need not, when appointed, be a resident of the town or the state, but during his term of office he shall reside within the town. No member of the council shall, during the time for which elected, be chosen as town manager. The town manager shall be appointed for a term acceptable to the town council and the town manager. He shall be removable by the town council for cause. Before the town manager may be removed, he shall, if he so demand, be given a written statement of the reasons alleged for his removal and the right to be heard publicly thereon at a meeting of the council prior to the final vote on the question of his removal, but pending and during such hearing the council may suspend him from office. The

action of the council in suspending or removing the town manager shall be final, it being the intention of this Charter to vest all authority and fix all responsibility for such suspension or removal in the council. In case of the absence or disability of the town manager the council may designate some qualified person to perform the duties of the office during such absence or disability.

**SEC 15 POWERS AND DUTIES GENERALLY; COUNCIL TO APPOINT CHIEF CONSERVATOR OF THE PEACE AND TO SEE THAT ORDINANCES AND LAWS ARE ENFORCED.**

It shall be the duty of the town manager to supervise the administration of the affairs of the town; to make such recommendations to the council concerning the affairs of the town as may seem to him desirable; to keep the council advised of the financial condition and future needs of the town; to prepare and submit to the council the annual budget estimate; to prepare and submit to the council such reports as may be required by that body; and to perform such other duties as may be prescribed by this Charter or required of him by order of resolution of the council, not inconsistent with this Charter.

The council shall have power to appoint either the mayor or town manager as chief conservator of the peace within the town and to see that the ordinances of the town and the laws of the State are enforced.

**SEC 16 POWERS AS TO TOWN OFFICERS, EMPLOYEES, ETC.**

Except as otherwise provided in this Charter, the town manager, subject to the consent of the town council, may appoint or employ and he may remove or discharge such officers, employees and assistants as may be necessary to carry on the work in those departments of the town committed to him by ordinance, in all of their respective details, in an economical and satisfactory manner. The salaries and terms of office or employment of such officers, employees and assistants shall be fixed by the town manager subject to the approval of the town council. His action in all respects shall be subject to review by the council and he shall be accountable to the town council only.

**CHAPTER V POWERS OF COUNCIL.**

**SEC 17 AS TO TOWN OFFICERS AND EMPLOYEES.**

The council of the town shall have general power over all officers and employees of the town as provided in this Charter.

**SEC 18 CONTROL OF TOWN AFFAIRS AND PROPERTY; ENUMERATION OF POWERS.**

The council of the town shall have, subject to the provisions of this Act, the control and management of the fiscal and municipal affairs of the town and of all property, real and personal,

belonging to said town and may make such ordinances and bylaws relating to the same as they shall deem proper. The council shall in addition to other powers given by law, have power to make such ordinances, orders, bylaws and regulations as they may deem proper and necessary to carry out the following powers, which are hereby vested in them:

1. Market. To establish a market or markets in and for said town, provide for the appointment of proper officers therefor, prescribe the time and places for holding the market, provide suitable grounds and buildings therefor, and enforce such regulations as shall be necessary and proper to prevent ~~hawkstering, forestalling, or regrating~~ **illegal or unsanitary conditions or activity therein.**

2. Public improvements, municipal buildings, etc. To construct, maintain, regulate and operate public improvements of all kinds, including municipal and other buildings, armories, jails and all buildings and structures necessary or appropriate for the use and proper operation of the various departments of the town and performance of its duties and functions.

3. Waterworks and sewer systems. To establish, maintain, and operate waterworks and sewer systems within and without the town; to purchase water therefor; to contract and agree with the owners of any land, springs or water supplies for the use of or purchase thereof, or have same condemned according to law, for the location, extension, or enlargement of the said waterworks, or sewer system, either or both, the pipes connected therewith, and the fixtures or appurtenances thereof; and to protect from injury by ordinance, prescribing adequate penalties, the said waterworks, water supplies, sewer systems, pipes, fixtures, and land, or anything connected therewith, whether within or without the limits of the town.

3. A. Electric light works and gas works; purchase and sale of electricity and gas. To own, operate and maintain electric light and/or gas works, either within or without the corporate limits of the said town for the generating of electricity and/or the manufacture of gas for illuminating, power and other purposes, and to supply the same, whether said gas and/or electricity be generated or purchased by said town, to its customers and consumers both within and without the corporate limits of the said town, at such price and upon such terms as it may prescribe, and to that end it may contract with owners of land and water power for the use thereof, or may have the same condemned, and to purchase such electricity and/or gas from the owners thereof, and to furnish the same to its customers and consumers, both within and without the corporate limits of the said-city at such price and on such terms as it may prescribe.

3. B. Rates and charges for water, gas, electric and sewer service, etc.; deposit as prerequisite to service. To establish, impose and enforce water, gas, electricity, and sewerage rates and rates and charges for public utilities or other service, products or conveniences, operated, rendered or furnished by the town; and to assess, or cause to be assessed, water, gas, electricity and sewerage rates and charges against the proper tenant or tenants or such persons, firms or corporations as may be legally liable therefor; and the council may by ordinance require a deposit of such reasonable amount as it may by such ordinance prescribe, before furnishing any of said services to any person, firm or corporation. **When the town furnishes water, gas, electric, sewer, or other utility services to users thereof located outside the town's corporate limits, notwithstanding**

*any provision of law to the contrary, the town may collect such compensation and service fees therefor as may be contracted for between the town and such user, and the town shall not thereby be obligated to provide such utility services to any other users outside its corporate boundaries. Any compensation and service fees received by the town for the furnishing of such utility services to users outside the town's corporate limits may, in the discretion of the town council, be paid into the town's general fund.*

4. Streets and sidewalks-Generally. To open, extend, widen, or narrow, lay out, graduate, curb, and pave and otherwise improve streets, sidewalks, and public alleys in said town, and have them in good order and properly lighted; in order to properly light the streets of said town, the council may erect and operate such number of lamps and fixtures thereto belonging as they may deem necessary; they may build bridges in and culverts under said streets, and may prevent or remove any structure, obstruction, or encroachment over, or under, or in any street, sidewalk, or alley in said town, and may **cause to be planted or** permit shade trees **or other plants** to be planted along said streets; but no person shall occupy with his works, or any appurtenances thereof, the streets, sidewalks, or alleys of the town, without the consent of the council, duly entered upon its records; provided that so long as the said town shall, at its own expense, maintain and keep its streets in good order and repair, it shall be exempt from all labor and tax for county road purposes.

5. Same-Prevention of cumbering. To prevent the cumbering **or blockage** of, **or encroachment upon** streets, sidewalks, alleys, lanes, or bridges in the town in any manner whatever.

6. Route and grade of public utilities. To determine and designate the route and grade of any public utility laid out in said town.

7. Weights and measures. To make provision for and regulate weights, measures and standards.

8. Contagious diseases; hospitals; board of health. To secure the inhabitants from contagious, infectious, or other dangerous diseases; to establish, erect, and regulate hospitals **or other medical or health-related facilities**; to provide for and enforce the removal of patients to said hospitals **or other medical or health-related facilities**; to appoint and organize a board of health for said town, with the necessary authority for the prompt and efficient performance of its duties.

9. Nuisances; dangerous, offensive, etc., ~~business~~ **activities or enterprises**, etc.; transportation of coal, explosives, garbage, etc., through streets; speed of locomotives. To require and compel the abatement and removal of all nuisances within the said town, at the expense of the person or persons causing the same or the owner or owners of the ground where on the same shall be; ~~to regulate or prevent soap factories and candle factories within the town,~~ and the exercise of any dangerous, offensive or unhealthy **activity, enterprise,** business, trade or employment therein; and to regulate the transportation of coal, explosives, garbage and other articles through the

streets of the town, and to restrain and regulate the speed of locomotive engines and cars upon the railroads within the town.

10. Collections of stagnant water or offensive or unwholesome substances. If any ground in said town shall be subject to be covered with stagnant water, or if the owner or owners, occupier or occupiers thereof shall permit any offensive or unwholesome substance to remain or accumulate thereon, the council may cause such grounds to be filled, raised, or drained, or may cause such substance to be covered or to be removed therefrom, and may collect the expense of so doing from the owner or owners, occupier or occupiers, or any of them (except in cases where such nuisance is caused by the action of the town authorities or their agents, or by natural causes beyond the control of the owner or occupant, in which case the town shall pay the expense of abating the same), by distress and sale in the same manner in which taxes levied upon real estate for the benefit of said town are authorized to be collected; provided, that reasonable notice and an opportunity to be heard shall be first given to said owners or their agents. In case of nonresident owners who have no agent in said town, such notice shall be given by publication at least once a week for not less than four consecutive weeks in any newspaper having general circulation in the said town.

11. Gunpowder, explosives, combustibles, kerosene oil, gasoline, fireworks; discharge of firearms; lights in barns, etc.; bonfires. To regulate and direct the location and construction of all buildings for the storage of gunpowder, explosives and combustible substances; to regulate the sale and use of gunpowder, explosives, firecrackers, fireworks, kerosene oil, gasoline, or other combustible material; to regulate or prohibit the exhibition of **fireworks, the** discharge of firearms, the use of lights, fires, ~~or candles in barns and stables and other outbuildings~~ **buildings and structures** within the town, and to restrain and regulate the making of bonfires **or other outdoor fires** within the town.

12. Animals at large; keeping hogs. To prevent hogs, cows, horses, dogs, and other animals from running at large in the said town, and to subject the same to such confiscation, regulations, **licenses, fees,** and taxes as they may deem proper, and to prevent the keeping of ~~hogs~~ **such livestock or other animals as by ordinance may be prohibited** within the limits of the town.

13. Riding and driving animals; operation of vehicles; dangerous or annoying sports; cruelty to animals. To regulate the riding and driving of horses and other animals and the operation of motor and other vehicles, but not in conflict with state law; to prevent the throwing of stones **or other objects** or engaging in any employment or sport on the streets, sidewalks or public alleys, dangerous or annoying to persons; and to prohibit and punish the abuse or cruel treatment of horses and other animals in said town.

14. Drunkards, etc.; preservation of peace and prevention of vice; houses of ill-fame and gambling houses; lewd, etc., conduct. To restrain and punish drunkards, vagrants, and street beggars; to prevent vice and immorality; to preserve the public peace and good order; to prevent and quell riots, disturbances and disorderly assemblages; to suppress houses of ill-fame and gambling houses, and to prevent and punish lewd, indecent, and disorderly conduct or exhibitions in said town.

15. Keeping certain persons out of town. To prevent the coming into the town of persons having no ostensible means of support, and of persons who may be dangerous to the peace and safety of the town.

16. Acquisition of aircraft landing fields. To acquire, by condemnation, purchase or otherwise, provide for, maintain, operate and protect aircraft landing fields either within or without the corporate limits of the town.

17. **[NOTE: THIS PARAGRAPH HAS BEEN MOVED TO BECOME PARAGRAPH 3.A---PARAGRAPHS AND SECTIONS WILL BE RENUMBERED APPROPRIATELY WHEN TOWN COUNCIL HAS AGREED UPON A VERSION IT WISHES TO VOTE ON]**

18. **[NOTE: THIS PARAGRAPH HAS BEEN MOVED TO BECOME PARAGRAPH 3. B.]**

19. Franchises. Subject to the provisions of the Constitution of Virginia and of this Charter, to grant franchises for public utilities under terms and conditions to be fixed by the council.

20. Diversion of creeks and streams. To divert the channels of creeks and flowing streams and for that purpose to acquire property by condemnation.

21. Contracting debts, borrowing money, issuing bonds, etc. Subject to the provisions of the Constitution of Virginia and of this Charter, to contract debts, borrow money and make and issue bonds and other evidences of indebtedness.

22. Expenditure of town money. To expend the moneys of the town for all lawful purposes.

23. Eminent domain. To exercise the power of eminent domain within this state with respect to lands and improvements thereon, machinery and equipment for any lawful purpose of the said town.

24. Inspection of meat and milk; slaughterhouses. To provide by ordinance for a system of meat, and milk inspection and to appoint meat and milk inspectors, agents or officers to carry the same into effect, within or without the corporate limits of the town; to license, regulate, control and locate slaughterhouses within or without the corporate limits of the town; and for such services of inspection to make reasonable charges therefor; and to provide reasonable penalties for the violation of such ordinances.

25. General grant. To do all things whatsoever necessary or expedient, and to pass all ordinances, resolutions and by-laws for promoting or maintaining the security, general welfare, comfort, education, morals, peace, government, health, trade, commerce and industries of the town, or its inhabitants, not in conflict with the Constitution of the state, or the Constitution of the United States.

26. Control and regulation of municipal public utilities; sale of electricity within distance of fifteen miles; sewer connection and operation of sewer system; election on question of proposed sale of public utilities. The council shall have full control and regulation over the public utilities now owned or that may hereafter be acquired by the said town, and to this end it shall have full authority to employ from time to time such **employees, agents, and consultants** as it deems necessary to properly maintain, conduct and operate the same; and it shall have full authority to incur indebtedness, unless otherwise prohibited by law, whenever the said council may deem it necessary for the proper conduct, management and maintenance of the public utilities now owned by the said town, or such as may hereafter be acquired by it; and the council is hereby authorized and empowered to supply electric current to persons, firms, associations and corporations not further distant than fifteen miles from the corporate limits of the town, and to charge therefor for which purpose the said council is specifically authorized and empowered to construct, purchase, lease or otherwise acquire necessary transmission lines, and to purchase, lease or otherwise acquire such rights of ways as may be necessary for such purposes.

The said council shall likewise have authority, by ordinance duly enacted, to compel all owners of real estate within the corporate limits of said town to connect with such sewerage pipes or connections as may hereafter be installed or constructed by the said town, upon such reasonable terms as may be prescribed by said council, together with all other authority necessary to a proper maintenance and operation of an effective sewerage system.

The said council, however, shall have no authority to sell its public utilities, without first submitting the question of such sale at a special election to be called for that purpose only, to the qualified voters of the Town of Front Royal, which election shall be conducted as now provided by general law governing special elections. The circuit court of Warren County, or the judge thereof in vacation, shall order such special election upon the petition of two hundred qualified voters of the Town of Front Royal, or upon a resolution passed by a majority of the council of said town. For a period of not less than four weeks prior to said special election, the substantial terms of any proposed sale shall be published over the signature of the clerk of the said town, once a week for four successive weeks in some newspaper **published of general circulation within the County of Warren, or by publication for not less than once per week for four successive weeks in some other manner permitted by the general laws of the Commonwealth** of Virginia for the publication of proposed ordinances of the town. The qualifications of voters in said special election shall be determined by existing statutes governing other special elections.

#### **SEC 19 CEMETERY.**

The council is empowered to acquire, by purchase, gift, devise or condemnation or otherwise, lands to be used as a place for the burial of the dead. The said council shall have the power to prescribe and enforce all needful rules and regulations not inconsistent with the laws of the state for the use, protection, and ornamentation of the cemetery; to set aside, at their discretion, by metes and bounds, any portion thereof for the interment of strangers and the indigent poor; to divide the remainder into burial lots, and sell or lease the same, and to execute all proper deeds

or other writings in evidence of such sale or lease, and to prescribe what class or conditions of persons shall be admitted to interment in the cemetery. The cemetery, when established and enclosed, with the property included in it, shall be exempt from all state, county, and municipal taxation.

#### **SEC 20 SINKING FUNDS.**

The council shall set aside, or cause to be set aside, a sufficient portion of the revenues of the town, during each fiscal year to meet the sinking fund requirements for that year of the respective town ordinances, both those now in effect and such as may be passed in the future, authorizing the issuance of bonds by the town. Unless otherwise provided in the ordinances passed prior to the effective date of this Charter authorizing the issuance of bonds, all sinking funds of the town shall be administered by the board of sinking fund commissioners created by Section 25 of this Charter, who shall collect, maintain, and handle the same in the manner provided by Section 25 hereof. None of the sinking funds of the town shall be appropriated or used for any purpose other than the retirement of the bonded indebtedness of the town.

#### **SEC 21 PENALTY FOR VIOLATION OF ORDINANCES; IMPRISONMENT FOR FAILURE TO PAY FINE.**

Where the council has authority to pass ordinances on any subject, it may prescribe any penalty not exceeding twelve months in jail or a fine not exceeding two thousand five hundred dollars and for a person convicted for a third or subsequent offense involving the same property committed within ten years of an offense under the Uniform Statewide Building Code's Property Maintenance Code, not to exceed five thousand dollars, either or both, for a violation thereof, provided that such penalty shall not exceed the penalty prescribed by general law for a like offense. (Acts 1985, ch. 53) R-29-01 Amended 12-17-01. Approved by General Assembly 3-2002. Change Effective 7-1-02.

#### **SEC 22 ACQUISITION OF PRIVATE PROPERTY FOR PUBLIC PURPOSES; EMINENT DOMAIN.**

The town council shall not take or use any private property for streets or other public purposes except by gift or by dedication as hereinafter is provided, without making the owner thereof just compensation for the same; but in cases where the council cannot by agreement obtain title to the ground for such purposes, the council may exercise the power of eminent domain, as provided by law.

#### **SEC 23 REMOVAL OF ENCROACHMENTS ON STREETS; SETTLEMENT OF DISPUTE AS TO LOCATION OF STREET LINE; ENCROACHMENT NOT TO CONSTITUTE ADVERSE POSSESSION OR TO CONFER RIGHTS.**

In every case where a street in said town has been, or shall be, encroached upon by any fence, building or otherwise, the council may require the owner to remove the same, and if such removal be not made within the time prescribed by the council, they may impose such penalty as

they may deem proper for each and every day it is allowed to continue thereafter, and may cause the encroachment to be removed, and collect from the owner all reasonable charges therefor, with costs by the same process that they are hereinafter empowered to collect taxes.

Except, in any case where there is a bona fide dispute as to the true boundary line or the location of the true street line (and if passage over such street is not seriously impeded) the same shall first be established and determined by an adjudication of a court of competent jurisdiction in a proceeding instituted by either the town or the property owner for that purpose before the said town shall take any steps to remove the said obstruction or encroachment, or to impose any penalty therefor. No encroachment upon any street, however long continued, shall constitute any adverse possession to or confer any rights upon the persons claiming thereunder as against the said town.

#### **SEC 24 DEDICATION OF STREETS.**

Dedication of any street, alley or lane in said town may be made by plat or deed. Any street or alley reserved in the division or subdivision into lots of any portion of the territory within the corporate limits of said town, by a plan or plot of record, shall be deemed and held to be dedicated to public use, unless it appears by said record that the street or alley so reserved is designated for private use. The council shall have the right to elect, by resolution entered on its minutes whether it will, or will not accept the dedication of any street or alley.

#### **SEC 25 BOARD OF SINKING FUND COMMISSIONERS; INVESTMENT OF SINKING FUNDS; DUTIES OF BOARD; MEMBERS OF BOARD TO GIVE BOND.**

Whenever by act of the assembly or by ordinance of the council, the necessity of collecting, maintaining and handling a sinking fund for the retirement of town obligations may arise, the mayor, two members of the council and the town treasurer, shall be, and the same are hereby, constituted a board of sinking fund commissioners, who are authorized to invest such sinking fund in bonds of the United States government, those of the Town of Front Royal, and such other municipal or county bonds issued by the cities or counties in Virginia as shall meet the approval of the council, and to collect, care for, and reinvest the interest or income accruing from the same as may be directed by the town council by resolution or ordinance. Subject to the provisions of this Charter and of the general law of the state, any action which the board of sinking fund commissioners shall take shall be controlled by the affirmative vote of at least two members thereof. No fees or commissions shall be paid to any officers for the handling and control of the sinking fund.

The board of sinking fund commissioners shall have complete charge of all insurance funds, pension and relief funds, and all other funds, which may be created under authority of the council. The sinking fund commissioners shall each give bonds payable to the Town of Front Royal in such amount as the council shall prescribe and with sufficient security to be approved by the council, for the faithful discharge of their duties as sinking fund commissioners before entering upon their duties. (Acts 1975, ch. 348, p. 580)

**SEC 26 APPOINTMENT AND COMPENSATION OF TOWN ATTORNEY;**

The council may appoint a duly licensed attorney as town attorney, whose compensation shall be fixed by the council and who shall serve during the pleasure of the council-

**SEC 26. A. APPOINTMENT, DUTIES AND COMPENSATION OF ADDITIONAL OFFICERS AND CLERKS; OFFICERS MAY BE REQUIRED TO GIVE BOND.**

**The council may appoint** ~~and in addition to those herein provided for,~~ such officers and clerks as they may deem necessary, and define their powers, prescribe their duties and fix their compensation. The council may take from any officer, whether elected or appointed by them, a bond, with surety, to be approved by the council, in such penalty as it may deem proper payable to the town, with condition for the faithful discharge by the said officer of the duties of his office.

**SEC 27 DUTIES OF THE CLERK OF THE COUNCIL.**

The clerk of the council shall attend the meetings of the council, shall keep a record of its proceedings, and shall have the custody of the seal of the said town. He shall keep all papers that by the provisions of this Act, or the direction of the council, are required to be filed with or kept by him. Immediately after the close of each session of the town council, he shall make and present to the mayor and town manager a transcript of every ordinance, resolution or order concerning any public improvement, or for the payment of money, and every ordinance, resolution, order and act of legislative character passed by the town council at such session. He shall, in like manner, give notice to all persons presenting communications or petitions to the town council of the final action of the council on such communications or petitions. He shall publish such reports and ordinances as the town council may direct, and shall in general perform such other acts and duties as the council may from time to time require of him.

**SEC 28 ANNUAL TAX LEVY.**

In addition to all the other powers mentioned in this Charter, the town shall have power to raise annually, **semi-annually, or such other periods permitted by general law,** by taxes and assessments in said town on all subjects the taxation of which by incorporated towns is not forbidden by general law, such sums of money as the council herein provided for shall deem necessary for the purposes of said town, and in such manner as said council shall deem expedient, in accordance with the Constitution and laws of this state and of the United States.

**SEC 29 SPECIAL OR LOCAL ASSESSMENTS FOR LOCAL IMPROVEMENTS.**

The town council is hereby vested with power to impose special or local assessments for local improvements and enforce payment thereof, subject, however, to such limitations prescribed by the Constitution and laws of Virginia as may be in force at the time of the imposition of such special or local assessments.

**SEC 30 TAXES OR LICENSES MAY BE REQUIRED OF TRADES,**

## **BUSINESSES, ETC.**

The town council may levy a tax or a license on any person, firm, or corporation pursuing or conducting any trade, business, profession, occupation, employment or calling whatsoever within the boundaries of the town, whether a license may be required therefor by the state or not, and may exceed the state license, if any be required, except when prohibited by general law.

### **SEC 31 CREDIT OF DELINQUENT TAXES PAID BY TENANT.**

Any payment of delinquent taxes made by the tenant, unless under an expressed contract contained in his lease, shall be a credit against the person to whom he owes the rent.

### **SEC 32 LICENSES FOR MOTOR VEHICLES, TRAILERS AND SEMITRAILERS.**

The council may require of owners of motor vehicles, trailers, and semitrailers, licenses for the privilege of keeping and operating such vehicles in the town, and may levy and assess taxes and charge license fees upon such vehicles. (Acts 1968, ch. 507, Section 1.)

### **SEC 33 DISTRAINT AND SALE OF GOODS AND CHATTELS FOR TAXES.**

All goods and chattels wheresoever found, may be distrained and sold for taxes assessed and due thereon, and no deed of trust nor mortgage upon goods and chattels shall prevent the same from being distrained and sold for taxes.

### **SEC 34 MAJORITY VOTE REQUIRED FOR LEVY OF TAX OR FOR CONTRACTING DEBT ABOVE ONE HUNDRED DOLLARS; EXCEPTION.**

No tax shall be levied or corporate debt in excess of one hundred dollars be contracted unless by a resolution passed by a recorded vote of a majority of the council, provided however that all expenditures provided for in the budget passed by the town council shall be excepted from this provision of this Act.

### **SEC 35 LIEN ON REAL ESTATE FOR TOWN TAXES; SALE OF REAL ESTATE FOR NONPAYMENT OF TAXES; REDEMPTION OF REALTY SOLD.**

There shall be a lien on real estate for the town taxes as assessed thereon from the commencement of the year for which they were assessed. The council may require real estate in the town delinquent for the nonpayment of town taxes to be sold for said taxes, with interest thereon at the rate of six per centum per annum, and such per centum as the council may prescribe for charges. Such real estate may be sold and may be redeemed in the manner provided by law; provided that at any such sale, where no person bids the amount chargeable on any such real estate, it shall be lawful for the treasurer to purchase the same for the benefit of the town upon the same terms and conditions prescribed by general law, for the purchase of delinquent real estate by the treasurer for the benefit of a city or town, respectively.

## **SEC 36 FIRE DEPARTMENT.**

The town council may create and maintain a fire department for the town and it shall be the duty of the employees of this department to stand ready at all times to answer alarms of fire and make every effort to extinguish fires and to protect lives and property. It shall also be the duty of the employees of the fire department to make periodic inspections of the buildings and premises in the town for fire hazards, and to have corrected any situation tending to create a fire hazard, when ordered so to do by the council or the town manager. The employees of the fire department shall have special police powers when responding to alarms of fire and when making inspection for fire hazards. The town council may provide and maintain all necessary fire fighting apparatus, equipment, and alarm systems, and make such ordinances as it may deem proper and necessary to extinguish and prevent fire, to regulate the operation of the fire department, and may require citizens to render assistance to the fire department in case of need.

## **SEC 37 FIRE LIMITS; BUILDING REGULATIONS; UNSAFE BUILDINGS; ZONING REGULATIONS; DISPOSITION OF GARBAGE AND WASTE; FIRE PROTECTION; REMOVAL OF UNLAWFUL BUILDINGS; PUBLIC HEALTH AND SAFETY.**

For the purpose of guarding against the calamities of fire, and based upon the advice of a fire marshall or building official or other person with expertise in the prevention of fires or explosion, the town council may, from time to time, designate such portions and parts of the town as it deems proper within which buildings ~~of wood~~ or other structures deemed by town council as unreasonably dangerous from or susceptible to fire or explosion, may or may not be erected. It may prohibit the erection of ~~wooden buildings or~~ buildings or structures or additions of inflammable material in any portion of the town without its permission, and may provide for the removal of such buildings or structures or additions which shall be erected contrary to such prohibition at the expense of the builder or owner thereof; or if any building in process of erection or already built appears clearly to be unsafe the council may cause such building to be taken down, after reasonable notice to the owner; and the council may, by proper ordinance, divide the town into zones; specify the kind and character of buildings which may be erected in the different zones; provide for the disposition of garbage and waste; provide precautionary measures against danger from fires; provide for the removal of buildings or structures of any kind, erected in violation of ordinances, at the expense of the builder or owner; and may do all other things lawful to be done, looking to the health and safety of the inhabitants of the town.

## **SEC 38 EFFECTIVE DATE OF ORDINANCES AND RESOLUTIONS GENERALLY; EMERGENCY ORDINANCES.**

Ordinances making the annual tax levy, appropriation ordinances, ordinances and resolutions pertaining to local improvements and assessments, ordinances and resolutions providing for or directing any investigation of Town affairs, resolutions requesting information from administrative bodies, or directing administrative action and emergency measures shall take effect at the time indicated in such ordinances. Except as otherwise prescribed in this Charter, all

other ordinances and resolutions passed by the Council shall take effect at the time indicated in such ordinances, but in the event no effective date shall be set forth in any such ordinance, resolution, or bylaw passed by the Council, the same shall become effective thirty (30) days from the date of its passage.

An emergency measure is an ordinance or resolution to provide for immediate preservation of the public peace, property, health or safety, in which the emergency claimed is set forth and defined in a preamble thereto. The affirmative vote of at least four (4) members of the Council shall be required to pass any ordinance or resolution as an emergency measure. In case there shall be a tie vote among the members of Council, the vote of the Mayor, in the event of such tie, shall be controlling. (Acts 1993, ch. 479, p. 572)

### **SEC 39 PUBLICATION OF PENAL ORDINANCES; ORDINANCES IN EVIDENCES; CODIFICATION OF ORDINANCES.**

All ordinances hereafter passed by the council for the violation of which any penalty is imposed, shall be published once, at least, in one of the newspapers of general circulation in said town, to be designated by the council, or shall be published in any other manner permitted by general law for the publication of proposed ordinances. A record or entry made by the clerk of said council, or a copy of said record or entry, duly certified to by him, shall be prima facie evidence of the publication of any such ordinance; and all laws, regulations and ordinances of the council may be read in evidence in all courts of justice, and in all proceedings before any officer, body or board in which it shall be necessary to refer thereto, from a copy thereof, certified by the clerk of said council, provided, however, that whenever, the council of the town of Front Royal shall codify, in whole or in part, and print at one time, or from time to time, in book or pamphlet form, the general ordinances of the Town of Front Royal, or any part thereof, it shall be unnecessary to publish any new or changed ordinances therein contained, or such codification, or codifications, in a newspaper or otherwise, ~~and all new or changed ordinances therein contained, and such codification or codifications, shall take effect at such time, but not less than thirty days after such codification or codifications shall have been printed in book or pamphlet form, as may be prescribed by the council by ordinance;~~ provided, notice of such publication and the availability of such book or pamphlet at the town hall is published in a newspaper as hereinabove required. (Acts E.S. 1936-37, ch. 44, p. 143, Acts 1964, ch. 105.)

### **SEC 40 POLICE POWERS; POLICE FORCE.**

a. The council may exercise full police powers and it may establish and maintain a police force for the Town of Front Royal with such number of policemen and employees as the council may deem necessary and with the head of such force to be known as the chief of police. The chief of police and the policemen and employees of the police force shall be under the control and supervision of the town manager or the mayor as the council may deem expedient. The compensation and terms of office or employment of the chief of police and such policemen and employees of the police force as the council shall deem proper shall be fixed and determined by the council.

b. Each member of the police force and the chief of police are hereby made and constituted a conservator of the peace and endowed with all the powers of a constable in criminal cases and all other powers which under the laws of the State of Virginia and the ordinances and resolutions of the town may be necessary to enable him to discharge the duties of his office.

#### **SEC 41 CONTRACTING DEBTS, ISSUING BONDS, ETC., BORROWING MONEY; GRANTING CREDIT OF TOWN.**

a. The council may, in the name of and for the use of the town, contract debts and make and issue, or cause to be made and issued, as evidence thereof, bonds, notes or other obligations, upon the credit of the town, or solely upon the credit of specific property owned by the town, or solely upon the credit of income derived from property used in connection with any public utility owned and operated by the town.

b. Pending the issuance and sale of any bonds, notes or other obligations by this Act authorized, or in anticipation of the receipt of taxes and revenues of the current fiscal year, it shall be lawful for the town to borrow money temporarily and to issue notes or other evidences of indebtedness therefor, and from time to time to renew such temporary loans or to use current funds to be ultimately repaid from the proceeds of the said bonds, notes or other obligations or from the town taxes and revenues, as the case may be.

c. The credit of the town shall not, directly or indirectly, under any device or pretense whatsoever, be granted to or in aid of any person, firm, association or corporation.

d. Every ordinance authorizing the issuance of bonds shall specify the purpose or purposes for which they are to be issued, the aggregate amount of the bonds, the term for which they shall be issued, and the maximum rate of interest to be paid thereon. Any such ordinance may be amended by ordinance at any time before the bonds to be affected by such amendment have been sold; provided, however, if there shall be omitted from this Act any provision essential to the valid authorization, sale, execution and issuance of any of the bonds of said town, the provisions of general law with reference to similar bonds shall supply said omission.

e. Any bonds issued by the town under this Act shall be signed by the mayor and attested by the clerk under the seal of the town, and shall be made payable in the office of the town treasurer or such other place in or out of the state as the council may provide in the ordinance authorizing the issuance of the particular bonds. Such bonds shall be advertised by the mayor and sold by the town treasurer, or by the town manager as may be provided in such ordinance, under supervision of the mayor, town manager and clerk, and the sale reported to and approved by the council, and the proceeds from said sale shall be paid to the town treasurer.

#### **CHAPTER VI TOWN OFFICERS.**

##### **SEC 42 COMBINING OFFICES.**

The town council may combine offices when not expressly prohibited, except that the assessing and collecting officers shall not be the same person.

#### **SEC 43 SALARIES AND COMPENSATION.**

The town council shall grant and pay to all town officers and employees such salaries or compensation, if any, as the said council may from time to time deem just and proper, or which shall be fixed by this Act, except as such salaries or compensation may be fixed by general law.

#### **SEC 44 PROPERTY, BOOKS AND PAPERS BELONGING TO TOWN OR APPERTAINING TO TOWN OFFICE.**

If any person, having been an officer of such town, shall not within ten days after he shall have vacated, or removed from office, and upon notification or request of the clerk of the council, or within such time thereafter as the town council shall allow, deliver over to his successor in office all property, books, and papers belonging to the town, or appertaining to such office in his possession or under his control, he shall forfeit and pay to the town the sum of five hundred dollars, ~~to~~ **and may** be sued **therefor** in the name of the town and recovered with costs; and all books, records and documents used in any such office by virtue of any provision of this Act, or of any ordinance or order of the town council, or any superior officer of the said town, shall be deemed the property of the said town and appertaining to said office, and the chief officer thereof shall be responsible therefor.

#### **SEC 45 ELECTION AND TERMS OF ELECTIVE CHARTER OFFICERS.**

All officers hereafter elected under this Act, shall be elected at the times and for the terms as hereinbefore provided, and shall enter upon the discharge of their duties, in accordance with the provisions of the general laws of this state concerning town officers.

#### **SEC 46 APPLICATION OF LAW TO TOWN AND OFFICERS.**

The Town of Front Royal and the officers thereof, elected or appointed in accordance with the provisions of this Act, shall be clothed with all the powers, and be subject to all the provisions of law not in express conflict with the provisions of this Act.

#### **SEC 47 APPOINTMENT OR ELECTION OF MEMBER OF COUNCIL TO OFFICER UNDER JURISDICTION OF COUNCIL; EXCEPTION.**

No member of the council of the Town of Front Royal shall be appointed or elected to any office under the jurisdiction of the council while he is a member of the council, or for one year thereafter, except that the council may appoint one of the members of the council as town treasurer with all or any part of the duties, powers, obligations and responsibilities of the town treasurer provided by this Act.

#### **SEC 48 JURISDICTION BEYOND CORPORATE LIMITS.**

The mayor, the town councilmen, the town manager, the chief of police and the members of the police force of the town shall have jurisdiction, power and authority in criminal and police matters for one mile from the corporate limits of the said town.

## **CHAPTER VII TOWN TREASURER.**

### **SEC 49 BONDS; DUTIES; APPOINTMENT AND DUTIES OF TOWN COLLECTOR.**

The town treasurer shall, before entering upon the duties of his office, give bond with sufficient surety to be approved by the council, in a penalty of such amount as may be fixed by the council from time to time, payable to the Town of Front Royal, conditioned for the true and faithful performance of the duties of his office. The treasurer shall be responsible for the collection of all taxes, licenses and levies except charges for services furnished by the public utilities of the town.

The council shall have authority to place in the hands of a town collector to be appointed by it the collection of any taxes, licenses and other levies at any time before they become delinquent, if in the discretion of the council it shall be proper so to do.

### **SEC 50 TREASURER TO RECEIVE, PAY OUT, KEEP AND ACCOUNT FOR TOWN MONEY.**

The town treasurer shall receive all moneys belonging to the town which it is his duty to collect from persons owing the same to the town, or which it is the duty of other officers of the town to collect and pay over to him, and pay the same out as the ordinances of the town may prescribe; to keep such moneys safely and account therefor, and to pay all drafts or orders made on him in conformity with the ordinances of the town.

### **SEC 51 DEPOSITORIES OF TOWN FUNDS; ACCOUNT; PROHIBITED USES OF TOWN MONEY.**

The funds of the town shall be deposited by the treasurer in such bank or banks as the council may direct, and such bank or banks shall give bond in such sum or sums as the council shall fix. He shall keep books showing accurately the state of his accounts and the money of the town shall be kept distinct and separate from his own money and he is hereby expressly prohibited from using directly or indirectly the town's money, checks or warrants in his custody and keeping for his own use and benefit, or that of any person or persons whomsoever, and any violation of this provision shall subject him to immediate removal from office.

### **SEC 52 INSPECTION OF BOOKS, ETC.; TRANSFER OF BOOKS, BALANCES TO SUCCESSOR OR TO COUNCIL.**

The books and accounts of the town treasurer and all papers relating to the accounts and transactions of the town, shall be at all times subject to the inspection of the mayor, the town council, and such other persons as the council may appoint, to examine the same, and all such

books and accounts, together with any balance or moneys on hand, shall be transferred by the treasurer to his successor at every new appointment, or delivered up as the council may at any time require.

**SEC 53 MONTHLY REPORT TO COUNCIL.**

The town treasurer shall, on the first day of each month, render an account to the council showing the state of the treasury on the day previous and the balance of money on hand. He shall also, if required so to do by the council, accompany such account with a statement of all money received by him and on what account, with a list of all checks paid by him during the month then closed, and shall furnish such other information, accounts and statements as the town council may direct.

**SEC 54 ANNUAL REPORT TO COUNCIL.**

The town treasurer shall annually submit to the town council, within fifteen days after the close of the fiscal year, a full and detailed account of all receipts and disbursements made during the fiscal year just closed.

**SEC 55 HOW MONEY RECEIVED TO BE CREDITED; HOW MONEY TO BE DISBURSED.**

All taxes, levies or other sums of money of whatever nature received by the town treasurer belonging to the Town of Front Royal, shall be credited by the treasurer on his books to the Town of Front Royal and shall be paid out by him only on a warrant of the clerk of the council, countersigned by the mayor.

**SEC 56 HOW ACCOUNTS TO BE KEPT; POWER OF COUNCIL AS TO MANNER OF DEPOSIT AND DISBURSEMENT.**

The treasurer shall keep a separate account of each fund and appropriation and the debits and credits belonging thereto; provided, however, that the council shall have the right to require all town funds to be deposited to the credit of the town and may prescribe by resolution or ordinance such other method of disbursement as it shall from time to time deem proper.

**SEC 57 SPECIAL ASSESSMENT FUNDS.**

All moneys received on all special assessments shall be held by the treasurer as a special fund, to be applied to the payment of the matter for which the assessment was made and said moneys shall be used for no other purpose.

**SEC 58 ADDITIONAL DUTIES.**

The treasurer shall perform such additional duties as may be required of him by the council not inconsistent with the laws of the state.

## **SEC 59 COMPENSATION.**

The town treasurer shall receive for his services such compensation, if any, as the council may deem proper.

## **SEC 60 DUTIES MAY BE COMBINED WITH THOSE OF TOWN MANAGER.**

The council may at any time in its discretion combine the duties of town treasurer, or any part of such duties, with those of the duties of town manager, or with the town's finance director, and if and when the council places the duties of the town treasurer, or any part of such duties, upon the town manager or with the finance director, the town manager, or the finance director, as the case may be, shall have all of the power, authority, duties, obligations and responsibilities which are set forth in this Act for the town treasurer to the extent of the combination of the duties of town treasurer with the duties of town manager by the town council.

## **CHAPTER VIII TOWN PLANNING.**

### **SEC 61 ADOPTION OF TOWN PLAN.**

The council may adopt a town plan, showing the streets, highways, and parks heretofore laid out, adopted, and established, and such town plan shall be final with respect to the location, length, and width of such streets and highways, and the location and dimensions of such parks. Such town plan is hereby declared to be established for the promotion of the health, safety, and general welfare. Upon the adoption of the town plan, or any amendment thereto, a certificate to that effect, together with a plat, shall be filed immediately with the clerk of every county affected by such town plan or amendment.

### **SEC 62 PLANNING COMMISSION.**

The council is hereby authorized to appoint a town planning commission, fix the number and terms of members, remove any member for cause, fill any vacancies, which may occur, and provide for the powers and duties of such commission, not in conflict with the provisions of this Act.

### **SEC 63 AMENDMENT OF PLAN.**

The council may at any time, after a public hearing, amend the town plan, including, but not limited to, by widening, relocating, or closing existing streets and highways, and by altering any existing park or by laying out new streets and highways and establishing new parks. Before amending the town plan, the council shall refer the proposed amendment to the town planning commission for a report thereon, and shall not act on such amendment until a report has been received from said commission, unless a period of thirty days has elapsed after the date of reference to the commission. Any amendment of the town plan, upon its adoption by the council, shall be final unless changed as herein provided as to the location, length, and width of

any street and highway, and the location and dimension of any park. Any widening, relocation, closing or laying out of streets and highways proposed under the provisions of law other than those contained in this article shall be deemed an amendment of the town plan, and shall be subject in all respects to the provisions of this chapter.

**SEC 64 PLATS TO BE APPROVED BY COUNCIL; DUTIES OF PLANNING COMMISSION AS TO PLATS; STREETS AND PARKS; REGULATIONS AS TO FILING PLATS.**

No plat showing a new street or highway within the town, shall be filed or recorded in the office of the clerk of the town or of any county until such plat has been approved by the council. Before giving any approval, the council shall refer every such plat to the town planning commission for a report, and shall not act on any plat so referred until a report has been received from the commission, unless a period of forty-five days has elapsed after the date of reference to the commission. Before reporting to the council on any plat, the commission shall hold a public hearing thereon. If any plat is disapproved by the commission, it shall report the reasons for such disapproval to the council. The council shall not approve any plat unless the streets and highways provided in such plats are of sufficient width, of proper grades, and suitably located to meet the probable traffic needs; to afford adequate light, air, and access of fire apparatus to such buildings as may be erected along the proposed streets and highways; and to insure healthful conditions on the land adjacent to such streets and highways. The council may, in appropriate cases, require that a plat, before being approved, shall provide adequate open spaces for parks, playgrounds, or other recreational uses; but the inclusion of such open spaces upon a plat does not require their dedication to public use. After a plat has been approved by the council, the streets, highways, parks, and other open spaces shall be a part of the town plan. The council, after a public hearing, may adopt general regulations in regard to the filing of plats.

**SEC 64-A PREREQUISITES TO APPROVAL OF PLAT BY COUNCIL.\***

a. Before approving such plat, and thereby accepting the dedication of the streets, alleys, parks and public places thereon, the council shall require that the streets and alleys thereon shall be properly laid out and located with reference to the topography of the land so platted and the adjoining lands, both as to connections and widths, which widths of such streets and alleys shall be plainly marked in figures or written on such plat, and which streets and alleys shall be laid out in harmony with the general plan of the town.

b. ~~And,~~ Before approving such plat, and thereby accepting the dedication of the streets and alleys thereon, the council shall require the owner thereof to execute and deliver to the Town of Front Royal, a release and waiver of any claim or claims for damages which such owner, his heirs, successors or assigns may have or acquire against the Town of Front Royal by reason of establishing proper grade lines on and along such streets and alleys and by reason of doing necessary grading or filling for the purpose of placing such streets and alleys upon the proper grade and releasing the Town of Front Royal from building any retaining wall or walls along the streets and alleys and property lines; and the council may require such release and waiver to be

written and executed on said plat and recorded therewith or by an instrument of writing to be executed and recorded in the clerk's office of the circuit court of Warren County.

~~And~~ The council may in its discretion, require the owner of such platted lands to submit profiles of such streets and alleys, showing the contour thereof, together with the proper grade lines laid thereon, and if and when the council is satisfied that the proper grade lines are laid on such profiles, the profiles shall be approved by the council and recorded by the owner or at his expense in the record of the profiles of the streets and alleys of the town, and the council may, in its discretion, require such release and waiver to be made with reference thereto.

c. Before approving any such plat of any subdivision of lots or lands the town council may, at its discretion, require the owner of such lots or lands to grade the streets and alleys therein, according to grade lines approved and established by the council.

### **SEC 65 ERECTION OF BUILDINGS WITHIN STREET LINES.**

For the purpose of preserving the integrity of the plan, no permit shall hereafter be issued for the construction of any building within the street lines of any mapped street or highway, as laid down in the town plan, within the town. ~~Provided, however, if the land within any mapped street or highway is not yielding a fair return to the owner, the board of appeals, provided for in chapter nine hereof, by a majority vote of all its members, may issue a permit for a building within the street line of such street or highway, upon such conditions as will increase as little as possible the cost of opening such street or highway, and will protect as far as possible the rights of the public and the integrity of the town plan. The board of appeals, hereinafter authorized, before taking any action under the provisions of this section, shall hold a public hearing, of which adequate notice shall be given to all persons deemed to be affected. Any decision by the board of appeals, rendered under the provisions of this section, shall be subject to the same court review as provided for zoning decisions of the board.~~

### **SEC 66 PLACING STREETS ON PLAN PREREQUISITE TO LAYING PUBLIC UTILITIES, GRADING, PAVING OR BUILDING HOUSE ADJACENT THERETO.**

If such town plan is adopted, no public sewer, water pipe, or other public utility shall be laid and no grading or paving shall be done by the town in any street or highway in the town, unless such street or highway has been placed upon the town plan by the council. No permit shall be issued for any building in the town unless such building is located adjacent to a street or highway which has been placed upon the town plan by the council. Provided, however, where the literal enforcement of the provisions of this section would result in practical difficulty or unnecessary hardship, or where the nature or use of the proposed building does not require its location to be adjacent to a street or highway, the board of appeals, by a majority vote of all its members, may issue a permit for a building, upon such condition as the board may deem necessary to preserve the integrity of the town plan and to insure the proper location of future streets and highways in the town and the surrounding area. Any decisions of the board of appeals, rendered under the provisions of this section, shall be subject to the same court review as provided for zoning decisions of the board.

## CHAPTER IX ZONING.

### SEC 67 GENERALLY.

For the purposes stated in Chapter 197 of the Acts of Assembly, approved March eighteenth, nineteen hundred and twenty-six, the town council is hereby empowered to pass zoning ordinances in conformity with the said Act, as amended, subject, however, to the following modifications thereto:

a. The council shall not adopt any zoning ordinance or map until it shall have appointed a town planning commission, as provided for in chapter eight hereof and shall have received from said commission its recommendations as to a zoning ordinance and map, and shall have held a public hearing thereon.

b. Any zoning ordinance, regulations, restrictions, and boundaries of districts may be changed from time to time by the council, either upon its own motion or upon petition, under such conditions as the council may prescribe, after a public hearing and adequate notice to all owners and parties affected. ~~If a protest or protests be filed with the council, signed by the owners of twenty per centum or more of the area of the land included in the proposed change, or by the owners of twenty per centum or more of the area of the land immediately adjacent to the land included in the proposed change, within a distance of one hundred feet therefrom, or by the owners of twenty per centum or more of the area of the land directly opposite across any streets or streets from the land included in the proposed change, within a distance of one hundred feet from the street lines directly opposite, then no such change shall be made except by the majority vote of all of the members of the council.~~ No change shall be made by the council in any zoning ordinance or map until such change has been referred to the town planning commission for a report thereon, and no action shall be taken by the council until a report has been received from the commission, unless a period of thirty days has elapsed after the date of reference to the commission.

~~c. Within thirty days after the adoption of any zoning ordinance and map, the council shall appoint a board of appeals, consisting of five members, none of whom shall hold any other positions with the town.~~

~~—The council may remove any member of the board for cause, after a public hearing. If a vacancy occurs otherwise than by the expiration of the term of the different members, it shall be filled by the council for the unexpired term.~~

~~—Unless the council designates some member of the board as chairman, the board shall select a chairman from among its own members, and may create and fill such other offices as it may choose. The board may employ such persons as the council may approve, and may expend such sums as are appropriated by the council for its work.~~

## CHAPTER X GENERAL PROVISIONS.

**SEC 68 CERTAIN OFFICERS MAY ADMINISTER OATHS, ETC.**

The mayor, town clerk, town treasurer, and town manager shall have power to administer oaths and to take and sign affidavits in the discharge of their respective official duties.

**SEC 69 INVESTIGATIONS INTO TOWN AFFAIRS.**

The council, mayor, and any officer, board or commission authorized by the council, shall have power to make investigations as to town affairs and for that purpose to subpoena witnesses, administer oaths and compel the production of books and papers.

Any person refusing or failing to attend or to testify or to produce such books and papers may, by summons issued by such officer or board or the town council, be summoned before the mayor of said town by the board, official or council making such investigation and upon his failure to give satisfactory explanation of such failure or refusal, may be fined by the mayor not exceeding one hundred dollars or imprisoned not exceeding thirty days, and such person shall have the right to appeal to the circuit court of Warren County. Any person who shall give false testimony under oath at any such investigation shall be liable to prosecution for perjury.

**SEC 70 CHANGE OF PLAN OF GOVERNMENT.**

The plan of government provided by this Charter may be changed to any other plan provided for the government of incorporated towns in the manner provided by general law therefor; and if and when the Town of Front Royal shall become a city of the second class in the manner provided by general law, the plan of government provided by this Charter shall continue so far as applicable, but such plan of government may be changed to any other plan provided for the government of cities of the second class at any time in the manner provided by general law.

**SEC 70-a EDUCATIONAL SYSTEM IN EVENT OF ESTABLISHMENT AS CITY.**

In the event the Town of Front Royal is established as a city, it is hereby authorized to enter into contract with the county school board of Warren County, Virginia, for furnishing public school facilities for the city, in which event, with the approval of the state board of education, the county and city shall be constituted as one school system for the establishment, operation, maintenance and management of the public schools within the county and city; and provided further that representation on the county school board of Warren County for the City of Front Royal shall consist of one representative from each magisterial district (or ward) of the City of Front Royal to be appointed as provided in Section 653-al and 653-a2, Acts 1942, chapter 422. (Acts 1944, ch. 209, p. 301.)

**SEC 71 NO CONFLICT WITH ALCOHOLIC BEVERAGE CONTROL ACT.**

Nothing in this Act shall authorize any ordinance in conflict with any provisions of the Virginia Alcoholic Beverage Control Act.

## **SEC 72 PROHIBITED TAX LEVIES.**

The town shall not levy any tax which is prohibited by the Constitution of Virginia or by general law.

## **SEC 73 SEPARABILITY OF PROVISIONS OF CHARTER.**

If any clause, sentence, paragraph or part of this Act shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of said Act, but shall be confined in its operation to the clause, sentence, paragraph or part thereof which is so held invalid.

## **SEC 74 REPEAL OF ACTS CONFLICTING WITH CHARTER.**

All Acts and parts of Acts in conflict with any of the provisions of this Act are hereby repealed.

## **SEC 75 EFFECTIVE DATE OF CHARTER.**

It being desirable to put into operation certain provisions of this Charter without delay, an emergency is declared to exist and this Act shall be in force and effect from and after the date of its passage \*\*\*\*\*.

**\* Editor's Note: By virtue of an order entered on December 31, 1948, in the Circuit Court of Warren County, certain territory was annexed to the Town of Front Royal. Consequently, this section does not describe the corporate limits as they presently exist. This order, containing a description of the territory annexed, effective January 1, 1949, is recorded in Law Order Book H, beginning on Page 284, in the office of the Clerk of the Circuit Court of Warren County.**

**\*\* E ditor's Note: It is provided in Acts 1946, Ch. 31, as follows: "The Boards of Supervisors of the Counties of Giles, Bland, Mecklenburg, Brunswick, Page, Warren, Washington, Campbell, Amherst, Bedford and Orange, and the Councils of the Towns of Front Royal, Luray, Abingdon, Glade Spring, Damascus and Orange, be and they are hereby authorized to make gifts and donations of property, real or personal, and of money to be appropriated from their respective treasuries, to charitable institutions and associations conducting hospitals or voluntary fire-fighting services within the boundaries of their respective counties. Said donations of money or property to said charitable hospital institutions or associations may be made either for the purpose of aiding in the construction of said hospitals or the operation of same, or both".**

**\*\*\*Editor's Note: There are two sections numbered 64 in Acts E.S. 1936-37, ch. 44. This section, the second of the two, has been numbered Sec. 64-a for clarity.**

**\*\*\*\*Editor's Note: This Act was approved January 18, 1937.**

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Town of Front Royal, Virginia  
**Work Session Agenda Form**

Date: September 19, 2016

**Agenda Item:** **Agenda Item:** COUNCIL CONSIDERATION/APPROVAL/DISAPPROVAL:  
Adoption of Policy for Participation in Meetings by Electronic (Telephonic) Means.

**Summary:** Va. Code § 2.2-3708.1 of the Freedom of Information Act allows for electronic participation, such as by telephone, in public meetings, such as Town Council Meetings and Work Sessions, when without the participation of the physically absent Member, there may or may not be a quorum, for certain specific, limited circumstances, provided the public body has previously adopted a written policy allowing for such electronic participation. The Code, in its entirety, reads:

***Va. Code § 2.2-3708.1. Participation in meetings in event of emergency or personal matter; certain disabilities; distance from meeting location for certain public bodies. —***

*A. A member of a public body may participate in a meeting governed by this chapter through electronic communication means from a remote location that is not open to the public only as follows and subject to the requirements of subsection B:*

*1. If, on or before the day of a meeting, a member of the public body holding the meeting notifies the chair of the public body that such member is unable to attend the meeting due to an emergency or personal matter and identifies with specificity the nature of the emergency or personal matter, and the public body holding the meeting records in its minutes the specific nature of the emergency or personal matter and the remote location from which the member participated. If a member's participation from a remote location is disapproved because such participation would violate the policy adopted pursuant to subsection B, such disapproval shall be recorded in the minutes with specificity.*

*Such participation by the member shall be limited each calendar year to two meetings or 25 percent of the meetings of the public body, whichever is fewer;*

*2. If a member of a public body notifies the chair of the public body that such member is unable to attend a meeting due to a temporary or permanent disability or other medical condition that prevents the member's physical attendance and the public body records this fact and the remote location from which the member participated in its minutes; or*

*3. If, on the day of a meeting, a member of a regional public body notifies the chair of the public body that such member's principal residence is more than 60 miles from the meeting location identified*

*in the required notice for such meeting and the public body holding the meeting records in its minutes the remote location from which the member participated. If a member's participation from a remote location is disapproved because such participation would violate the policy adopted pursuant to subsection B, such disapproval shall be recorded in the minutes with specificity.*

*B. Participation by a member of a public body as authorized under subsection A shall be only under the following conditions:*

*1. The public body has adopted a written policy allowing for and governing participation of its members by electronic communication means, including an approval process for such participation, subject to the express limitations imposed by this section. Once adopted, the policy shall be applied strictly and uniformly, without exception, to the entire membership and without regard to the identity of the member requesting remote participation or the matters that will be considered or voted on at the meeting;*

*2. A quorum of the public body is physically assembled at the primary or central meeting location; and*

*3. The public body makes arrangements for the voice of the remote participant to be heard by all persons at the primary or central meeting location.*

**Council Discussion:** Town Council may wish to consider the adoption of a written policy for the proper and acceptable use of all such information systems and social media by such Users.

**Staff Evaluation:** The Virginia Freedom of Information Advisory Council (the "Council") was established by the 2000 Session of the General Assembly as an advisory council in the legislative branch of State government to encourage and facilitate compliance with the Virginia Freedom of Information Act. As directed by statute, the Council is tasked with furnishing advisory opinions concerning FOIA upon the request of any person or agency of state or local government; conducting training seminars and educational programs for the members and staff of public bodies and other interested persons on the requirements of FOIA; and publishing educational materials on the provisions of FOIA.

The Council has published an educational brochure on electronic meetings under FOIA, which is attached. This brochure contains, on its page 6, sample language for a written policy. This sample policy, adapted for the Town, is as follows:

*It is the policy of the Town Council that individual Town Council Members may participate in public meetings and work sessions of Town Council by electronic sessions as permitted by Va. Code § 2-2-3708.1, as that Section may from time to time be amended. This policy shall apply to the entire membership of Town Council without regard to the identity of the Member requesting remote participation or the matters that will be considered or voted on at the meeting.*

*Whenever an individual Member wishes to participate from a remote location, the law requires a quorum of Town Council [TOWN CHARTER, SEC 13 QUORUM, "A majority of the members of Council shall constitute a quorum for the transaction of business"] to be physically located assembled at*

*the primary or central meeting location, and there must be arrangements for the voice of the remote Member to be heard by all persons at the primary or central meeting location.*

*When such individual participation is due to an emergency or personal matter, such participation is limited by law to two meetings or 25 percent of the Town Council public meetings per Town Council Member each calendar year, whichever is fewer.*

There has recently been at least one instance where a Town Council Member wished to be present at a Town Council Work Session or Meeting to participate telephonically, but could not do so, because the Town had not adopted such a written policy.

**Budget/Funding:** No additional funding required.

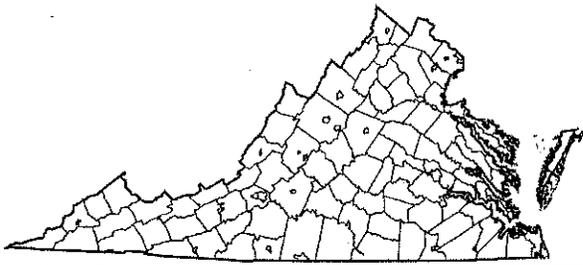
**Legal Evaluation:** See Staff evaluation above

**Staff Recommendations:** See above.

**Town Manager Recommendation:** The Town Manager concurs with the Staff Evaluation.

**Council Recommendation:**

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



## LOCAL AND REGIONAL PUBLIC BODIES, ELECTRONIC MEETINGS, and the VIRGINIA FREEDOM OF INFORMATION ACT

### IN GENERAL

Only **STATE** public bodies are authorized to hold meetings by electronic means (teleconference or combined audio and video) as set out in § 2.2-3708 of FOIA. As a general rule, local or regional public bodies are **NOT** authorized to hold meetings by electronic means. However, there are two exceptions to this general rule (described in more detail below): electronic participation by individual members and states of emergency declared by the Governor. However, these are the **ONLY** exceptions—in all other situations, local and regional public bodies may **NOT** meet by electronic means.

The first exception to the general rule is a provision for *individual members* of public bodies to participate by electronic means under specific conditions. Individual members of all types of public bodies—state, regional, and local—may participate by electronic means when an emergency, personal matter, or medical condition on the day of the meeting prevents them from physically attending the meeting. Individual members of *regional* public bodies may also participate in a meeting of the regional public body if such member's principal residence is more than 60 miles from the meeting location identified in the required notice for such meeting. Participation by individual members, however, is subject to the procedural requirements set out in § 2.2-3708.1 of FOIA. Please see Appendix A for the rules of participation.

The second exception to the general rule is a provision allowing any public body to meet by electronic communication means without a quorum of the public body physically assembled at one location when the Governor has declared a state of emergency in accordance with § 44-146.17, provided (i) the catastrophic nature of the declared emergency makes it impracticable or unsafe to assemble a quorum in a single location and (ii) the purpose of the meeting is to address the emergency. The local public body convening a meeting in accordance with subsection G of § 2.2-3708 shall (a) give public notice using the best available method given the nature of the emergency, which notice shall be given contemporaneously with the notice provided members of the local public body conducting the meeting; (b) make



arrangements for public access to such meeting; and (c) otherwise comply with the provisions of § 2.2-3708. The nature of the emergency, the fact that the meeting was held by electronic communication means, and the type of electronic communication means by which the meeting was held must be stated in the minutes. Please see Appendix B for the rules of participation.

Finally, keep in mind that nothing in FOIA should be construed as to prohibit the use of audio or audio/visual means to increase public participation at meetings. If members of a public body are physically assembled at one location but wish to allow members of the public to listen or provide comment electronically, these heightened procedural requirements would not prevent such public access.

Please contact the FOIA Council with any questions you may have concerning the requirements for conducting electronic communication meetings.

**Toll-Free 1-866-448-4100**  
**Email: [foiacouncil@dls.virginia.gov](mailto:foiacouncil@dls.virginia.gov)**

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## APPENDIX A

This Appendix A sets forth the requirements of § 2.2-3708.1, which allows *individual members* of any public body to participate by electronic communication means (teleconference or combined audio and video) under specific, limited circumstances. Members of local and regional public bodies may **only** participate in meetings by electronic means as allowed under § 2.2-3708.1 or in situations where the Governor has declared a state of emergency as allowed under subsection G of § 2.2-3708 (described in Appendix B).

### ELECTRONIC PARTICIPATION UNDER § 2.2-3708.1

Section 2.2-3708.1 allows *individual members* of public bodies to participate in a meeting through electronic communication means from a remote location that is not open to the public in the event of an emergency or personal matter, or temporary or permanent disability or other medical condition, or when a member of a regional public body's principal residence is more than 60 miles from the primary meeting location. For a member to participate in the manner described above, FOIA requires that a quorum of the public body be physically assembled at the primary or central meeting location and that the public body make arrangements for the voice of the remote participant to be heard by all persons at the primary or central meeting location. Effective July 1, 2014, public bodies must adopt a policy on such participation before any member may participate from a remote location under these provisions. The requirements for such participation are examined in further detail below. Please note that so long as all of the requirements are met, a member participating through electronic communications means under this section may make motions, vote, join in closed meetings, and otherwise participate fully as if he or she was physically present. If the procedural requirements are not met, however, then the member may only monitor the meeting and cannot otherwise participate.

#### **A. Participation in an emergency or personal matter; procedural requirements:**

1. Physically assembled quorum is required;
2. Remote member's voice must be heard by all;
3. Remote member must notify chair of the public body on or before the day of the meeting;
4. Nature of the emergency or personal matter must be identified;
5. Member's remote participation must be approved by majority vote at a meeting of those physically assembled at the meeting location; **and**



6. Nature of emergency or personal matter, and remote location must be recorded in the minutes.

**NOTE:**

Participation because of an emergency or personal matter is limited to two (2) meetings/year or 25% of the meetings of the public body, whichever is *less*.

If a member's participation is not approved, the member may continue to monitor the meeting from his remote location, but he may not participate in the proceeding and may not be counted as present at the meeting.

Examples of emergencies include, but are not limited to:

- Flat tire on the way to the meeting, call in from cell phone at side of the road;
- Traffic congestion or stoppage;
- Personal, family, or business emergency; or
- Blizzard, flood, or other sudden severe weather conditions that prevent travel to the meeting location.

Examples of personal matters include, but are not limited to:

- Business trip;
- Family trip; or
- Scheduling conflicts.

NOTE: Sometimes there may be overlap between emergencies and personal matters. As both are covered by the same procedure, the individual member may choose.

**B. Participation by member with physical disability or other medical condition; procedural requirements:**

1. Physically assembled quorum is required;
2. Remote member's voice must be heard by all;
3. Member must notify chair of inability to attend due to temporary or permanent physical disability or other medical condition that prevents physical attendance; and
4. Fact of disability (or other condition) and remote location must be recorded in the minutes.



Examples:

- Temporary hospitalization or confined to home;
- Contagious illness; or
- Any permanent physical disability that prevents travel to the meeting location.

**C. Participation by member of regional public body who lives 60 miles or more from meeting location; procedural requirements:**

1. Physically assembled quorum is required;
2. Remote member's voice must be heard by all;
3. Remote member must notify chair of the public body on the day of the meeting;
4. Member's remote participation must be approved by majority vote of those physically assembled at the meeting location; and
5. Remote location must be recorded in the minutes.

**NOTE:**

"Regional public body" means a unit of government organized as provided by law within defined boundaries, as determined by the General Assembly, whose members are appointed by the participating local governing bodies, and such unit includes two or more counties or cities.

This provision does NOT apply to state or local public bodies.

**D. Policy Requirement**

The 2014 Session of the General Assembly enacted two identical bills, House Bill 193<sup>1</sup> and Senate Bill 161<sup>2</sup>, which require public bodies to adopt a policy regarding individual participation by electronic means before members are allowed to use these provisions. The new language specifies that the policy must include "an approval process for such participation, subject to the express limitations imposed by this section. Once adopted, the policy shall be applied strictly and uniformly, without exception, to the entire membership and without regard to the identity of the member requesting remote participation or the matters that will be considered or voted on at the meeting." Note that these provisions and this policy requirement apply to all public bodies subject to FOIA, and that until such a policy is adopted,

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<sup>1</sup> 2014 Acts of Assembly, c. 492.

<sup>2</sup> 2014 Acts of Assembly, c. 524.



members cannot use these provisions to participate from remote locations. In other words, members cannot call in under the circumstances listed above until the public body adopts a policy on such participation.

### Sample Language

In order to facilitate compliance with this requirement, the FOIA Council has prepared sample language public bodies may use in crafting their own policies. This sample language is based on the language of the statute itself, and includes both the basic policy statement and the limitations set forth in § 2.2-3708.1, as follows:

*It is the policy of [the public body] that individual [public body] members may participate in meetings of [the public body] by electronic means as permitted by Virginia Code § 2.2-3708.1. This policy shall apply to the entire membership and without regard to the identity of the member requesting remote participation or the matters that will be considered or voted on at the meeting.*

*Whenever an individual member wishes to participate from a remote location, the law requires a quorum of [the public body] to be physically assembled at the primary or central meeting location, and there must be arrangements for the voice of the remote participant to be heard by all persons at the primary or central meeting location.*

*When such individual participation is due to an emergency or personal matter, such participation is limited by law to two meetings or 25 percent of the meetings of the public body per member each calendar year, whichever is fewer.*

### An Approval Process Must Be Chosen

In addition, each public body must adopt an approval process. There are several possible mechanisms a public body might use - so long as the process adopted does not violate the express provisions of § 2.2-3708.1, each public body may choose whatever approval process it prefers. As an example, the FOIA Council has adopted a policy of automatic approval unless a member's participation would violate FOIA, and, if such participation is challenged, then the matter would be put to a vote. Sample language follows:

#### *Automatic Approval with Vote if Challenged*



*Individual participation from a remote location shall be approved unless such participation would violate this policy or the provisions of the Virginia Freedom of Information Act. If a member's participation from a remote location is challenged, then [the public body] shall vote whether to allow such participation. If [the public body] votes to disapprove of the member's participation because such participation would violate this policy, such disapproval shall be recorded in the minutes with specificity.*

#### Additional Limitations Are Optional

Additional policy provisions may be included as each public body sees fit, so long as those limitations do not violate the express provisions of § 2.2-3708.1. It is up to each public body to decide for itself whether to adopt any such additional policy provisions.

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## APPENDIX B

This Appendix B sets forth the requirements of subsection G of § 2.2-3708, which authorize public bodies to hold electronic communication meetings (teleconference or combined audio and video) in situations where the Governor has declared a state of emergency in accordance with § 44-146.17.

Any public body may meet by electronic communication means—

- Without a quorum of the public body physically assembled at one location;
- When the Governor has declared a state of emergency in accordance with § 44-146.17,
- Provided:
  - a. The catastrophic nature of the declared emergency makes it impracticable or unsafe to assemble a quorum in a single location; and
  - b. The purpose of the meeting is to address the emergency.
- In addition, the local public body convening an electronic communication meeting must:
  - a. Give public notice using the best available method given the nature of the emergency, which notice shall be given contemporaneously with the notice provided members of the local public body conducting the meeting;
  - b. Make arrangements for public access to such meeting; and
  - c. Otherwise comply with the provisions of § 2.2-3708.
- The nature of the emergency, the fact that the meeting was held by electronic communication means, and the type of electronic communication means by which the meeting was held must be stated in the minutes.

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5

Town of Front Royal, Virginia  
Work Session Agenda Form

Date: September 19, 2016

**Agenda Item:** Software License Renewal

**Summary:** The IT Department has obtained the quote to renew software licensing for 2017. Due to the cost and number of licenses, the renewal quote is approximately \$30,000. The previous year's renewal was within the authorization of the Town Manager to approve. Funding for this expenditure is included in the FY16-17 Budget

**Council Discussion:** Council is requested to consider approval of the software renewal licensing that is included in the FY16-17 Budget.

**Staff Evaluation:** Details of the quote for the software license renewal will be provided at the Work Session.

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

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

**Staff Recommendations:** Staff recommend Council's consideration of the software license renewal.

**Town Manager Recommendation:** The Town Manager recommends Council's consideration of the software license renewal.

**Council Recommendation:**

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



6

Town of Front Royal, Virginia  
Work Session Agenda Form

Date: September 19, 2016

**Agenda Item:** Resolution to Accept Medicaid Funding for Health Care

**Summary:** The Virginia Interfaith Center for Public Policy has requested that all VML members consider adopting a resolution requesting the General Assembly to accept Federal Medicaid funding and implement expansion of health insurance coverage as provided but the Affordable Care Act.

**Council Discussion:** Council is requested to provide direction as to any desired action.

**Staff Evaluation:** Information included in the request indicates that up to 1,400 Warren County residents could gain health insurance.

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

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

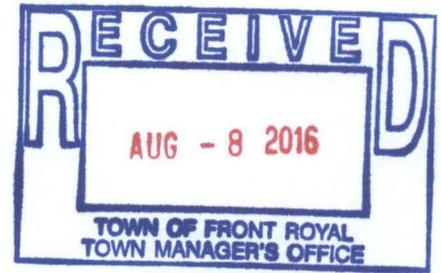
**Staff Recommendations:** Staff recommend Council provide direction as to any desired action.

**Town Manager Recommendation:** The Town Manager recommends Council provide direction as to any desired action.

**Council Recommendation:**

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





TO: Virginia Municipal League Members  
FROM: Kim Bobo, Executive Director, Virginia Interfaith Center for Public Policy  
RE: Expanding Health Coverage Resolution

Virginia is one of the states that has not yet accepted federal Medicaid dollars to address its health care coverage gap. As a result, more than 400,000 Virginians are being denied comprehensive, affordable health care coverage. In addition, the state is missing out on as much as \$6.2 million per day. Accepting federal Medicaid dollars would bring needed revenue and new jobs to municipalities throughout Virginia.

In 2014, the Virginia Municipal League adopted a policy position urging the General Assembly to draw down federal Medicaid dollars to provide comprehensive health care coverage to Virginia's residents. Unfortunately, the health care crisis in Virginia is only getting worse.

The 2017 General Assembly offers another opportunity for Virginia to significantly broaden health care access by drawing down federal Medicaid dollars. As local leaders, you know Virginian families who desperately need the financial stability and well-being that comprehensive health care coverage offers to them. You also know the challenges many hospitals face due to the burden of those without health insurance needing uncompensated care in their emergency rooms and inpatient units when people become very ill, as well as the difficulties communities face in providing health care to those with behavioral health needs, prisoners, and children in schools.

Thus, we are asking you to pass a resolution calling upon the General Assembly to close Virginia's health care coverage gap by drawing down federal Medicaid dollars. And, we ask you to please send us a copy of the resolution, so the Virginia Interfaith Center for Public Policy can publicize a growing list of cities, towns and counties that want the General Assembly to take action. Even if you passed a local resolution a few years ago, we ask you to do so again.

Attached is a sample resolution and information about the number of people who fall in the coverage gap in your local area, which you can use to "customize" your resolution.

If you need someone to speak to your city, town or county council, please call Karen Cameron, our health care policy director, at 804-514-862, or email her at [Karen@vaconsumervoices.org](mailto:Karen@vaconsumervoices.org) and she will help you find an expert.

Thank you for your help in closing Virginia's health care coverage gap.



**RESOLUTION OF \_\_\_\_\_, VIRGINIA  
TO REQUEST THAT THE GENERAL ASSEMBLY AND GOVERNOR OF VIRGINIA  
ACCEPT FEDERAL MEDICAID FUNDING AND IMPLEMENT THE FULL EXPANSION OF HEALTH INSURANCE  
COVERAGE AS PROVIDED BY THE AFFORDABLE CARE ACT**

WHEREAS, the City/Town Council/Board of Supervisors of \_\_\_\_\_, Virginia, represents all of the citizens of \_\_\_\_\_, Virginia; and

WHEREAS, \_\_\_\_\_ people in our City/County do not have health insurance coverage and would be eligible if Virginia accepted federal Medicaid funding to expand coverage; and

WHEREAS, Virginia's Medicaid program has very restrictive eligibility criteria that currently excludes approximately 400,000 low-income Virginians from receiving comprehensive, affordable health insurance coverage to provide for personal well being and financial stability; and

WHEREAS, expanding Medicaid or creating a state solution to use federal Medicaid funding would be good for Virginia's economy - bringing \$6.2 million per day to the Commonwealth, resulting in billions of dollars to support the health care industry, jobs, and Virginia's overall economy, and dwarfing future projected costs to Virginia. The Department of Medical Assistance Services estimates that Virginia would see a net savings of \$265 million through state fiscal year 2022, with the state match being more than offset by savings in health care for prisoners, community mental health, indigent care, and other state funded health care services.

WHEREAS, expanding health care coverage would help Virginia's families by reducing debt (an estimate of \$600-\$1,000 for each individual who gained Medicaid coverage) and reducing personal bankruptcies by 8 percent (for a 10-percentage point increase in Medicaid eligibility).

NOW, THEREFORE, BE IT RESOLVED that the City/Town Council/Board of Supervisors of \_\_\_\_\_, Virginia, calls upon the General Assembly and the Governor of the Commonwealth of Virginia to fully accept Federal Medicaid funds and expand insurance coverage pursuant to the Affordable Care Act during the next regular session of the General Assembly.

**UPDATED: Number of People Who Could Gain Health Insurance Through Closing the Coverage Gap by Locality**

Locality	Could Gain Coverage*	Locality	Could Gain Coverage*
Accomack County	2,000	Essex County	510
Albemarle County	3,100	Fairfax City	660
Alexandria City	5,000	Fairfax County	28,900
Alleghany County	540	Falls Church City	130
Amelia County	520	Fauquier County	1,500
Amherst County	1,200	Floyd County	670
Appomattox County	610	Fluvanna County	660
Arlington County	5,500	Franklin City	460
Augusta County	2,300	Franklin County	2,300
Bath County	190	Frederick County	2,700
Bedford County	2,200	Fredericksburg City	1,200
Bland County	220	Galax City	460
Botetourt County	720	Giles County	640
Bristol City	870	Gloucester County	1,100
Brunswick County	770	Goochland County	300
Buchanan County	1,200	Grayson County	800
Buckingham County	780	Greene County	760
Buena Vista City	320	Greensville County	390
Campbell County	2,200	Halifax County	1,600
Caroline County	1,000	Hampton City	5,300
Carroll County	1,700	Hanover County	1,800
Charles City County	300	Harrisonburg City	4,200
Charlotte County	670	Henrico County	10,500
Charlottesville City	3,000	Henry County	2,800
Chesapeake City	6,400	Highland County	130
Chesterfield County	8,400	Hopewell City	1,100
Clarke County	320	Isle of Wight County	1,100
Colonial Heights City	590	James City County	1,700
Covington City	290	King and Queen County	300
Craig County	190	King George County	540
Culpeper County	1,700	King William County	490
Cumberland County	540	Lancaster County	320
Danville City	2,200	Lee County	1,300
Dickenson County	700	Lexington City	220
Dinwiddie County	1,000	Loudoun County	5,200
Emporia City	360	Louisa County	1,300

Locality	Could Gain Coverage*	Locality	Could Gain Coverage*
Lunenburg County	670	Rappahannock County	260
Lynchburg City	3,700	Richmond City	14,800
Madison County	540	Richmond County	390
Manassas City	2,200	Roanoke City	6,000
Manassas Park City	920	Roanoke County	2,100
Martinsville City	720	Rockbridge County	840
Mathews County	260	Rockingham County	2,800
Mecklenburg County	1,500	Russell County	1,300
Middlesex County	310	Salem City	840
Montgomery County	5,500	Scott County	980
Nelson County	630	Shenandoah County	1,700
New Kent County	440	Smyth County	1,400
Newport News City	7,100	Southampton County	640
Norfolk City	11,000	Spotsylvania County	3,700
Northampton County	710	Stafford County	2,700
Northumberland County	450	Staunton City	980
Norton City	220	Suffolk City	2,400
Nottoway County	690	Surry County	280
Orange County	1,200	Sussex County	430
Page County	1,000	Tazewell County	2,000
Patrick County	930	Virginia Beach City	11,500
Petersburg City	1,800	Warren County	1,400
Pittsylvania County	2,500	Washington County	2,100
Poquoson City	190	Waynesboro City	910
Portsmouth City	3,900	Westmoreland County	810
Powhatan County	570	Williamsburg City	450
Prince Edward County	1,100	Winchester City	1,800
Prince George County	940	Wise County	1,900
Prince William County	11,500	Wythe County	1,200
Pulaski County	1,200	York County	1,200
Radford City	920		

\*Uninsured nonelderly adults up to 138 percent FPL residing in localities, some may not meet all eligibility criteria

Source: TCI analysis of SAHIE data, 2014

Updated: May 23, 2016

**7**

Town of Front Royal, Virginia  
Work Session Agenda Form

Date: September 19, 2016

**Agenda Item:** Lottery for Localities

**Summary:** The Town has received a request from the Mayor of Crewe to consider adopting a resolution of support to establish legislation to allow the return of five percent of lottery sales to Virginia localities. See attached email, sample resolution, and general information.

**Council Discussion:** Council is requested to consider a resolution of support.

**Staff Evaluation:** Staff were unable to determine the total lottery sales in our area to estimate potential revenue to the Town.

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

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

**Staff Recommendations:** Staff recommend Council consider a resolution of support for lottery revenue for localities.

**Town Manager Recommendation:** The Town Manager recommends Council consider a resolution of support for lottery revenue for localities.

**Council Recommendation:**

Additional Work Session     Regular Meeting     No Action

Consensus Poll on Action: \_\_\_(Aye) \_\_\_(Nay)



**Subject:** Fwd: A Lottery for Localities  
**Date:** Tuesday, August 23, 2016 at 9:08:49 AM Eastern Daylight Time  
**From:** Timothy Darr  
**To:** Steven Burke, Jennifer Berry  
**Attachments:** Final-Petition to Senator Ruff and Delegate Wright-14 July 2016.pdf, ATT00001.htm, Lottery for Localities.pptx, ATT00002.htm

Please place on upcoming work session and get the information out to council  
Thanks

Sent from my iPhone

Begin forwarded message:

**From:** "[mayor@townofcrewe.com](mailto:mayor@townofcrewe.com)" <[mayor@townofcrewe.com](mailto:mayor@townofcrewe.com)>  
**To:** "[towncouncil@scottsville.org](mailto:towncouncil@scottsville.org)" <[towncouncil@scottsville.org](mailto:towncouncil@scottsville.org)>, "[charbaug@su.edu](mailto:charbaug@su.edu)" <[charbaug@su.edu](mailto:charbaug@su.edu)>, "[srothemich@stephenscityva.us](mailto:srothemich@stephenscityva.us)" <[srothemich@stephenscityva.us](mailto:srothemich@stephenscityva.us)>, "Timothy Darr" <[darr@frontroyalva.com](mailto:darr@frontroyalva.com)>, "Jennifer Berry" <[jberry@frontroyalva.com](mailto:jberry@frontroyalva.com)>, "[whollaway@gibsondunn.com](mailto:whollaway@gibsondunn.com)" <[whollaway@gibsondunn.com](mailto:whollaway@gibsondunn.com)>, "[Town.clerk@herndon-va.gov](mailto:Town.clerk@herndon-va.gov)" <[Town.clerk@herndon-va.gov](mailto:Town.clerk@herndon-va.gov)>, "[mayor@viennava.gov](mailto:mayor@viennava.gov)" <[mayor@viennava.gov](mailto:mayor@viennava.gov)>, "[hongforeman@dumfriesva.gov](mailto:hongforeman@dumfriesva.gov)" <[hongforeman@dumfriesva.gov](mailto:hongforeman@dumfriesva.gov)>, "[jpreli@townofhaymarket.org](mailto:jpreli@townofhaymarket.org)" <[jpreli@townofhaymarket.org](mailto:jpreli@townofhaymarket.org)>, "[equist@occoquanva.gov](mailto:equist@occoquanva.gov)" <[equist@occoquanva.gov](mailto:equist@occoquanva.gov)>, "[mayor@townofquantico.org](mailto:mayor@townofquantico.org)" <[mayor@townofquantico.org](mailto:mayor@townofquantico.org)>, "[jnicely@ci.grottoes.va.us](mailto:jnicely@ci.grottoes.va.us)" <[jnicely@ci.grottoes.va.us](mailto:jnicely@ci.grottoes.va.us)>, "[tsproctor@town.broadway.va.us](mailto:tsproctor@town.broadway.va.us)" <[tsproctor@town.broadway.va.us](mailto:tsproctor@town.broadway.va.us)>, "[chazvt@gmail.com](mailto:chazvt@gmail.com)" <[chazvt@gmail.com](mailto:chazvt@gmail.com)>, "[elktonpd@townofelkton.com](mailto:elktonpd@townofelkton.com)" <[elktonpd@townofelkton.com](mailto:elktonpd@townofelkton.com)>, "[timbervilletm@comcast.net](mailto:timbervilletm@comcast.net)" <[timbervilletm@comcast.net](mailto:timbervilletm@comcast.net)>, "[tobinfo@blacksburg.gov](mailto:tobinfo@blacksburg.gov)" <[tobinfo@blacksburg.gov](mailto:tobinfo@blacksburg.gov)>, "[clerk@blacksburg.gov](mailto:clerk@blacksburg.gov)" <[clerk@blacksburg.gov](mailto:clerk@blacksburg.gov)>, "[towncouncil@christiansburg.org](mailto:towncouncil@christiansburg.org)" <[towncouncil@christiansburg.org](mailto:towncouncil@christiansburg.org)>, "[greggcrowder@yahoo.com](mailto:greggcrowder@yahoo.com)" <[greggcrowder@yahoo.com](mailto:greggcrowder@yahoo.com)>, "[whparker@dublintown.org](mailto:whparker@dublintown.org)" <[whparker@dublintown.org](mailto:whparker@dublintown.org)>, "[nglenn@pulaskitown.org](mailto:neglenn@pulaskitown.org)" <[nglenn@pulaskitown.org](mailto:neglenn@pulaskitown.org)>, "[fluntsford@townofappalachiava.us](mailto:fluntsford@townofappalachiava.us)" <[fluntsford@townofappalachiava.us](mailto:fluntsford@townofappalachiava.us)>, "[pmurphy@bigstonegap.org](mailto:pmurphy@bigstonegap.org)" <[pmurphy@bigstonegap.org](mailto:pmurphy@bigstonegap.org)>, "[dmullins@townofcoeburn.com](mailto:dmullins@townofcoeburn.com)" <[dmullins@townofcoeburn.com](mailto:dmullins@townofcoeburn.com)>, "[info@poundva.com](mailto:info@poundva.com)" <[info@poundva.com](mailto:info@poundva.com)>, "[planner@townofwise.org](mailto:planner@townofwise.org)" <[planner@townofwise.org](mailto:planner@townofwise.org)>, "[stpaulmainstreet@gmail.com](mailto:stpaulmainstreet@gmail.com)" <[stpaulmainstreet@gmail.com](mailto:stpaulmainstreet@gmail.com)>, "[townofclevelandva@gmail.com](mailto:townofclevelandva@gmail.com)" <[townofclevelandva@gmail.com](mailto:townofclevelandva@gmail.com)>, "[townofhonaker@verizon.net](mailto:townofhonaker@verizon.net)" <[townofhonaker@verizon.net](mailto:townofhonaker@verizon.net)>  
**Cc:** "[mayor@townofcrewe.com](mailto:mayor@townofcrewe.com)" <[mayor@townofcrewe.com](mailto:mayor@townofcrewe.com)>  
**Subject:** A Lottery for Localities

**To: Mayors and Town Councils**

Towns of Scottsville, Middletown, Stephens City, Front Royal, Clifton, Herndon, Vienna, Dumfries, Haymarket, Occoquan, Quantico, Grottoes, Broadway, Dayton, Elkton, Timberville, Blacksburg, Christiansburg, Hillsville, Dublin, Pulaski, Appalachia, Big Stone Gap, Coeburn, Pound, Wise, St. Paul, Cleveland, and Honaker.

**Subject:** Lottery for Localities Effort

Greetings;

Attached for your information is a formal request from the elected leadership of the Nottoway County communities to their legislators requesting a change in the current Virginia state law to allow a five percent return of lottery sales to Virginia localities. This plan, as proposed, will not take away money from the school systems.

We believe this proposal will be of benefit to all localities in the Commonwealth and urge your communities to go on record in support, by contacting (a) your state representatives and (b) by urging the Virginia Municipal League and (c) Virginia Association of Counties to make it a part of their 2017 legislative agenda.

The only way to accurately estimate what additional general revenues your Towns and County could have received in 2015 (had this proposal been in place) is by knowing the total lottery sales from your local vendors. We recommend you request from the Va Lottery the total 2015 lottery sales for your locality to see what 5% might mean to your general revenue budget. For example, while my town of Crewe could expect about \$60,000 a year from the proposed formula, the County of Giles would recover just under \$180,000 and the City of Danville expects it could receive up to \$1.2 million, all based on a five percent return of local sales. The cities of Martinsville, Poquoson and Danville have already gone on record in support of the plan as have the counties of Goochland, Sussex, Lunenburg, Henry and Giles. Others are requesting information on sales and giving it consideration for their September meetings. We are now attempting to reach out to the various small towns in the Commonwealth to make them aware of the proposal and get them on record in support.

The Virginia Association of Counties (VaCo) will visit this issue at its November meeting so you are also encouraged petition your local Boards of Supervisors to support this effort as well. Attached is a briefing I presented to the VaCo Finance Committee on Friday. I will be briefing the VML on Wednesday so you are urged to contact them as well.

We feel this is an issue that needs to be discussed across the Commonwealth. The proposal as presented is a starting point that can be modified as necessary to make it acceptable to the Va General Assembly. Speaking collectively as the elected representatives of our people, we feel this is an achievable goal that will help our communities financially for many years to come.

I will be glad to speak on this proposal with you or any member of the town staff that you direct.

Feel free to share this information with your contacts in other towns for their considerations and action.

with warmest regards,

Greg Eanes

Mayor

Town of Crewe

Home: 434-645-1722

Cell: 434-298-1238

[mayor@townofcrewe.com](mailto:mayor@townofcrewe.com)

[eanesgreg@hotmail.com](mailto:eanesgreg@hotmail.com)

*A Joint Petition  
from the representatives of the citizens of Nottoway County, Virginia*



344 West Courthouse Road  
P.O. Box 92  
Nottoway, Va 23933  
434-645-8696  
[nottoway@nottoway.org](mailto:nottoway@nottoway.org)

Senator Frank Ruff  
P.O. Box 332  
Clarksville, VA 23927

14 July 2016

Delegate Thomas C. Wright, Jr.  
P.O. Box 1323  
Victoria, Va 23974

**Subject:** Lottery for Localities



100 West Elm Street  
Blackstone, Va 23824  
434-292-7251  
[Info@townofblackstoneva.com](mailto:Info@townofblackstoneva.com)

Gentlemen;

We are requesting a 'Lottery for Localities'. Specifically we are requesting legislation that will allocate 5% of total lottery sales back to the general revenue funds of localities where those sales originated. It is envisioned the allocation will be culled from total sales and subtracted from that portion of the lottery pool designated as the 'prize pool' (approximately 60.6% of sales). In this way, the public school funding allocation (approximately 29% of sales) is untouched. No monies are diverted from public education by our formula.



224 Second Street  
Burkeville, Va 23922  
434-767-4095  
[Burkeville1@embarqmail.com](mailto:Burkeville1@embarqmail.com)

The attached background paper and plan provides facts in regards to the Virginia State Lottery in Nottoway County (as a case study of a Virginia community). It outlines what we envision as a course for action that will benefit all Virginia's localities and Virginia's citizens. This plan has been presented to the governing bodies of the three towns and the county. These governing bodies have voted for support of this plan and seek legislation that will implement this concept to the benefit of all Virginians.



125 East Carolina Ave.  
Crewe, Va 23930  
434-645-9453  
[creweva@embarqmail.com](mailto:creweva@embarqmail.com)

The revenue infusion a 'Lottery for Localities' can provide to local governments will have a positive impact for cash strapped rural communities facing an ever shrinking business and community tax base while demands for public services rise. We feel this is a discussion that needs to be initiated across the Commonwealth with local governments and state officials. We are open to constructive dialogue and suggestions on how make this concept a reality.

By copy of this letter, we are formally requesting the Virginia Municipal League and the Virginia Association of Counties to make this legislation a priority on their respective legislative agenda for the 2017 session.

Respectfully,

Hon. Greg Eanes  
Mayor  
Town of Crewe

Hon. William C. Coleburn  
Mayor  
Town of Blackstone

Hon. Joe Morrisette  
Mayor  
Town of Burkeville

Hon. Gary Simmons  
Chairman  
Nottoway County Board of Supervisors

**Cc:**

Virginia Municipal League  
P.O. Box 12164  
Richmond, Va 23241

Virginia Association of Counties  
1207 East Main Street, Suite 300  
Richmond, Va 23219-3627

Hon. Riley E. Ingram  
Chair, Cities, Counties and Towns  
3302 Oaklawn Boulevard  
Hopewell, Va 23860

Sen. Thomas K. Norment  
Co-Chair, Senate Finance  
P.O. Box 6205  
Williamsburg, Va 23188

Hon. Chris S. Jones  
Chair, Appropriations Committee  
P.O. Box 5059  
Suffolk, Va 23435-0059

Sen. Bill Stanley  
Chair, Local Government  
13508 Booker T. Washington  
Highway  
Moneta, Va 24121

Sen. Emmett Hanger  
Co-Chair, Senate Finance  
P.O. Box 2  
Mount Solon, Va 22843-0002

## Lottery for Localities A Course for Action

**1. Background:** The Virginia State Lottery is a \$1.8 billion<sup>1</sup> state run enterprise. The sales of lottery tickets are untaxed by localities. The lottery been referred to as a ‘backdoor tax’ or ‘regressive tax’ in which the poor give money to the state government.<sup>2</sup> Lottery spending drains rural communities of dollars that might otherwise be spent energizing our local economies by generating local retail sales as well as meals, gas and lodging taxes for our local general revenue. Virginia Lottery disbursements for calendar year 2015 resulted in an estimated \$1.166 billion (60.6%) devoted to prizes; \$103 million (5.6%) was paid out to retailers and \$90.8 million (4.9%) was devoted to operating costs. That left \$533.8 million (28.9%) to be distributed to Virginia’s public school systems in accordance to a state formula.<sup>3</sup>

**2. Local Sales:** In response to a request for information, the Virginia Lottery submitted the data below reflecting the Nottoway County calendar year 2015 sales of Virginia Lottery tickets.<sup>4</sup>



The graphic contains the Virginia Lottery logo (a hand holding a green chip) and the slogan 'we're game virginia lottery'. To the right, the text reads: 'OFFICIAL LOTTERY RECORD TOTAL SALES: CERTAIN ZIP CODES CALENDAR YEAR 2015'.

<u>ZIP Code</u>	<u>Total Sales</u>
23824	\$3,676,892.25
23922	\$495,168.25
23930	<u>\$2,035,514.50</u>
Sum:	\$6,207,575.00

**3. Local Education Return:** The \$6.2 million in local sales results in just over \$2 million a year returning to Nottoway County Schools. Lottery proceeds are paid to the county school system twice a month. The formula used by the lottery to return monies to school systems is not based on locality sales but on a student per capita formula. For example, Fairfax County, the fastest growing county in Virginia and among the ten richest in the nation, received over \$36 million in lottery proceeds in FY2015.<sup>5</sup>

<sup>1</sup> 2015 figures from the Virginia State Lottery website. \$1.844 billion in sales.

<sup>2</sup> It is not our intent to suggest the lottery should be abolished, only to make an observation.

<sup>3</sup> See Virginia Lottery website for the overall breakdown.

<sup>4</sup> Phone inquiry and E-mail dated 19 May 2016, Greg Eanes to Amy Roper, Policy, Process and Legal Document Administrator, Va State Lottery; E-mail response dated 23 May from Roper to Eanes, with attachment.

<sup>5</sup> See Virginia Lottery for payouts, [https://www.valottery.com/playing\\_matters.aspx](https://www.valottery.com/playing_matters.aspx).

**4. Prior Efforts at Taxation:** In the 2012 Legislative Session Senator Frank Ruff proposed a bill for a sales tax on the purchase of lottery tickets. The Virginia Municipal League supported the measure. The Virginia Lottery opposed the bill and was successful in defeating the bill during the Senate Finance Committee hearing. VML Director of Fiscal Policy Neal Menkes says, “To the best of my knowledge no attempt has been made since 2012.”<sup>6</sup>

**5. Virginia Constitution:** VML advises the Virginia Constitution, specifically Article X, Section 7-A “*explicitly identifies public education as the sole purpose of Lottery proceeds.*” The Virginia General Assembly can redirect a portion of the Lottery Proceeds Fund for other purposes but it requires a 4/5 majority vote in both Houses (32 Senators and 80 House members).<sup>7</sup> The power to change the formula to benefit all Virginia communities rests with the Virginia General Assembly.

**6. Observations:** Using 2015 lottery sales figures, if the Nottoway County lottery sales were taxed at 5% or had a 5% kick-back to locality general revenue funds, the county and towns would take in \$310,378.74.<sup>8</sup> It is envisioned the 5% formula be split between the County and the Towns with the County receiving 40% of the total revenues generated in the incorporated towns and 100% of total revenues generated by retail outlets outside of the towns. Using 2015 sales figures this would result in the following (estimated):

Blackstone	\$110,306.77 (-)
Burkeville	\$15,455.05
Crewe	\$61,065.43
Nottoway County	\$124,151.49 (+)
<b>Grand Total</b>	<b>\$310, 978.74</b>

**Note:** Three of the 23824 outlets are outside of Blackstone and in the County therefore the actual total for Blackstone would be less and the total for the county would be more. The data used was requested from the Lottery based on the zip codes of the Lottery retail outlets.

While larger communities might view these amounts as ‘chump change’, they do represent significant sums to rural communities. If Crewe received an additional \$61,000 it could pay down the debt from government mandates, improve infrastructure, etc. These are monies that could help town governments take care of big ticket items and desired community development projects which it seldom has funds to address.

Using 2015 figures, state lottery total sales were \$1.844 billion. Pulling off 5% off the total sales would result in \$92,200,000 that could be returned to localities.

Taking \$92.2 million from the 2015 prize payout portion *only* would reduce the payout fund from \$1.166 billion to 1.073 billion and does not take away from the amount returned to local

<sup>6</sup> E-mail dated 19 May 2016 from Neal Menkes to Eanes.

<sup>7</sup> Ibid.

<sup>8</sup> Of course this would fluctuate depending on annual sales. The estimated 5% levy on 2015 sales for the 23824 zip code would equate to \$183,844.61; on 23922 sales equates to \$24,758.41 and 23930 sales at \$101,775.73.

school systems.<sup>9</sup> Lottery jackpots are announced ahead of sales. The diversion of the 5% of sales is invisible to individual players and will not impact those announcements nor deter people from playing the lottery.

Lottery returns to localities should be based on local sales and not a per capita basis. In this way, we in the locality only get a percentage of what is generated in our localities.

Further, the lottery funds that come to the localities should be unrestricted and for our general revenue to address local needs.

This should be viewed as a bi-partisan effort which benefits all Virginia's taxpayers and local governments regardless of the size of their populations.

## **7. Proposed Course of Action:**

- a. Enact legislation to allocate 5% of total lottery sales to the localities in which the sales are made.
  - i. Only the prize payout portion of the funds will be impacted (trimmed from 60.6% to 55.6% of total lottery allocations);
  - ii. These funds are to be culled by the Virginia Lottery from sales and placed in a separate 'Lottery for Localities' fund until payout;
  - iii. Payouts to localities to be made on a quarterly basis;
  - iv. Payouts to localities will go to incorporated town, county or city general revenue funds, based on total lottery sales in those localities;
  - v. Payouts to localities will be unrestricted in how they are spent.
  - vi. County governments would receive up to 40% of incorporated town lottery proceeds unless the county government opts for a lower percentage at the local level.
- b. Phased Implementation:
  - i. Legislation passed in the 2017 session will take effect on 1 July 2017.
  - ii. It is envisioned the 5% would be culled from the last six months of 2017 sales and these could be paid by 15 January 2018 with follow-on payments after every quarter.

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<sup>9</sup> It is envisioned the new formula could be locked in as follows: Prize Pool, 55.6%, Lottery for Localities Fund, 5%, Retailers, 5.6%, Operating Costs, 4.9% and Public School Fund, 28.9%.

- iii. This phased implementation gives the Virginia State Lottery more than six months to orchestrate the administrative procedures to accommodate the new legislative mandate while building the 'Lottery for Localities' pool.

-end-

# A Lottery For Localities

- Background
- Proposal
- Courses for Action



# Background

- Virginia Lottery is a **\$1.8 billion** state enterprise.
- **Per Virginia Constitution**, Lottery proceeds go to education
  - Lottery allocations go directly to school systems
- **Lottery Sales are ‘untaxed’ at the local level**
  - Cities, Counties and Towns receive no general fund revenues
- **Result: The lottery takes money out of our local economies and the locality tax base.**

# Proposed Legislation

- **Give Localities a 5% refund on local lottery sales.**
  - Cities get 100% of that 5% generated from their community
  - Towns get 60% of 5% generated in their community with 40% going to County
  - County government gets 100% of lottery sales generated in 'county' area only
- **All refunds go to general revenue fund for locality's unrestricted use.**
  - Pay down debt, fund EMS, projects, general revenue
- **Refunds to come from 'Prize Pool' allocations only**
- **School allocations remain untouched**

# Formula

Breakdown	Current Formula	Proposed Formula	Difference	School Allocations Remain Untouched  Minimal impact on prize pool
Prize Pool	60.6%	55.6%	-5%	
Retailer Pool	5.6%	5.6%	No change	
Operations	4.9%	4.9%	No change	
Education	28.9%	28.9%	No change	
Locality	0%	5%	+5%	

## Key Points

Using 2015 prize pool as example, this plan would reduce the prize pool \$92 million dollars from \$1.166 billion to \$1.073 billion

**Money is culled from the top so it will have no impact on sales.**

- Will not deter players who routinely play or play for the advertised prize.

# Local Snapshot – A Town



we're game  
virginia lottery

## OFFICIAL LOTTERY RECORD TOTAL SALES: CERTAIN ZIP CODES CALENDAR YEAR 2015

<u>ZIP Code</u>	<u>Total Sales</u>
23824	\$3,676,892.25
23922	\$495,168.25
23930	<u>\$2,035,514.50</u>
Sum:	\$6,207,575.00

**23930 = Town of Crewe**

**Population: 2,241**

**Housing Units: 1,215**

**Median Household Income: \$40,000**

**Individuals Below Poverty Level: 24%**

**2015 Lottery Sales: \$2,035,514.50**

*Nearly a thousand dollars per resident;  
\$1,675 per household*

**General Revenue Income if Taxed at 5%**

**\$101,775.00**

**Under Proposed Split:**

**County: 40% - \$40,709.57**

**Town: 60% - \$61,065.43**

# Local Snapshot-A County



we're game  
virginia lottery

## OFFICIAL LOTTERY RECORD TOTAL SALES: CERTAIN ZIP CODES CALENDAR YEAR 2015

<u>ZIP Code</u>	<u>Total Sales</u>
23824	\$3,676,892.25
23922	\$495,168.25
23930	<u>\$2,035,514.50</u>
Sum:	\$6,207,575.00

**General Revenue Income if Taxed at 5%: \$310,978.74**

**Under Proposed Split:**

**County: 40% = \$124,151.49 (+)**

**Blackstone: \$110,306.77 (-)**

**Burkeville: \$15,455.05**

**Crewe: \$61,065.43**

# Courses for Action

- **VML and VaCO Support**
  - ***Make this a 2017 Legislative Priority***
    - ***All localities and all citizens benefit***
- **City, Towns and County Support**
  - Make this a 2017 Legislative Priority
    - Alexandria, Poquoson, Martinsville, Petersburg, Danville, Goochland Co, Sussex Co, Lunenburg Co, Henry Co, Nottoway Co, Giles Co, and others in support or in discussions; several on 'Legislative Agenda'
- **Phased Implementation**
  - Envision 5% culled from last six months of 2017
  - **First Installment to be paid by 15 January 2018**
    - Follow-on payments made quarterly
  - Phased implementation provides Va Lottery more than six months to orchestrate administrative procedures to implement new legislative mandate

# Questions?



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Town of Front Royal, Virginia  
Work Session Agenda Form

Date: September 19, 2016

**Agenda Item:** Request for Town Flag from Christendom College

**Summary:** The Town has received a request from Christendom College to display a Town Flag at the College, and the College has offered to reimburse the Town for the cost of the flag. A flag has been provided to the College for its September 6th event. The cost for the flag is \$191.00.

**Council Discussion:** Council is requested to consider donation of the flag to Christendom College.

**Staff Evaluation:** The Town has donated flags to government and educational facilities in the past.

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

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

**Staff Recommendations:** Staff recommend Council consider donating a Town Flag to Christendom College.

**Town Manager Recommendation:** The Town Manager recommends Council consider donating a Town Flag to Christendom College.

**Council Recommendation:**

- Additional Work Session     Regular Meeting     No Action

Consensus Poll on Action: \_\_\_(Aye) \_\_\_(Nay)



**From:** Theresa Francis <[theresa.francis@christendom.edu](mailto:theresa.francis@christendom.edu)>

**Date:** Monday, August 29, 2016 at 3:18 PM

**To:** Steve Burke <[sburke@frontroyalva.com](mailto:sburke@frontroyalva.com)>

**Subject:** Flag for the Town of Front Royal

Hi Steve,

The office of the Town of Front Royal directed me to you:

I am looking to purchase a flag of the Town of Front Royal, to display at our school, Christendom College.

Would you be able to help me purchase one by September 6<sup>th</sup>? If so, how much would it be?

Thank you!

Ms. Theresa Francis

*Special Events Manager*



**Christendom College**

134 Christendom Drive, Front Royal, VA 22630

office: 540-636-2900 ext. 1342 | cell: 703-927-0151

email: [theresa.francis@christendom.edu](mailto:theresa.francis@christendom.edu)

9

Town of Front Royal, Virginia  
**Work Session Agenda Form**

Date: September 19, 2016

**Agenda Item:** Draft Request for Proposals - Health Insurance Consulting Services

**Summary:** As part of the evolution of health insurance for the Town, staff have developed a draft Request for Proposals for Health Insurance Consulting Services. The Consultant would assist the Town in specifying our needs and identifying prospective insurance providers.

**Council Discussion:** Council is requested to review the draft RFP and provide staff with any questions or suggestions for revisions.

**Staff Evaluation:** Staff would request that Town Council provide any questions or suggestions within the next two week so that the RFP can be finalized and advertised.

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

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

**Staff Recommendations:** Staff recommend Council review the draft Request for Proposals for Health Insurance Consulting Services to identify any concerns.

**Town Manager Recommendation:** The Town Manager recommends Council review the draft Request for Proposals for Health Insurance Consulting Services to identify any concerns.

**Council Recommendation:**

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





**TOWN OF FRONT ROYAL**  
**PURCHASING DEPARTMENT**  
**REQUEST FOR PROPOSAL (TO BE DETERMINED)**

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**PROPOSAL DOCUMENT**

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INSTRUCTIONS TO OFFERORS, GENERAL CONDITIONS,  
SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS,  
PROPOSAL FORM, CONTRACT FORM

FOR

**HEALTH INSURANCE  
CONSULTING SERVICES**

Plans Prepared by: **Town of Front Royal**  
**Department of Human Resources**  
**PO Box 1560**  
**Front Royal, VA 22630**  
**(540) 635 - 3929**

Issued by \_\_\_\_\_  
PURCHASING AGENT

DATE \_\_\_\_\_

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The Town of Front Royal invites the submission of sealed proposals from qualified Offerors licensed to work in Virginia, not affiliated with any commercial health care plan, capable of satisfying the Town's needs for Health Insurance Consulting Services. Any contract resulting from this Proposal shall be effective beginning July 1, 2017. If the contract remains in the best interest of the Town of Front Royal and its employees to retain these services, the Town reserves the right to extend the contract for four (4) one-year renewal on the anniversary date, if agreed to by both parties, for a maximum total contract period of five (5) years, in accordance with the enclosed scope of services and terms.

A **MANDATORY** Pre-Proposal Meeting will be conducted at **(TO BE DETERMINED)** in the Second Floor Conference Room of the Town of Front Royal Administration Building, 102 East Main Street. This meeting will be for clarification of any questions on the project scope of work and specifications, and site conditions. All prospective Offerors must attend in order to submit a proposal. The Pre-Proposal meeting attendees will be required to sign in as a record of their attendance. Failure to attend this meeting will result in your proposal being deemed non-responsive, and the proposal will be rejected. Questions that require additional clarification will be covered by an addendum, which will be issued by the Purchasing Department following the Pre-Proposal meeting.

Sealed proposals, subject to the specifications and conditions contained hereto, will be received in the Purchasing Department until **(TO BE DETERMINED)**. Any proposal received after the announced time and date of the submittal deadline will not be considered.

Proposals are to be mailed to the Town of Front Royal, ATTN: Cynthia A. Hartman, Purchasing Agent, P.O. Box 1560, Front Royal, Virginia 22630. Proposals may also be hand delivered until the scheduled date and time shown above to the Purchasing Department, 102 E. Main Street, Front Royal. The outermost envelope for which a proposal is contained therein must be clearly marked "HEALTH INSURANCE CONSULTING". The Town of Front Royal is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the Offeror to ensure this its proposal reaches the Town of Front Royal by the designated date and hour. Any electronic submittal (fax, email, etc.) will not be considered.

Request for Proposal documents are available from the Purchasing Department. To obtain a copy, contact Cynthia A. Hartman, Purchasing Agent, P.O. Box 1560, 15 N. Royal Avenue, Front Royal, Virginia 22630, phone (540) 636-6889, fax (540) 636-7473, or email [cahartman@frontroyalva.com](mailto:cahartman@frontroyalva.com)

An RFP is used for procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the Offeror offers a solution to the objectives, problems, and needs specified in this RFP, and defines how it intends to meet (or exceed) the RFP requirements.

A request for a copy of the RFP does not commit the holder to submit a proposal.

All communication regarding this RFP shall be directed to the following contact:

Julie Bush – Director of Human Resources  
Town of Front Royal  
102 East Main Street

P.O. Box 1560  
Front Royal, VA 22630  
(540) 635-3929  
[jbush@frontroyalva.com](mailto:jbush@frontroyalva.com)

Ms. Bush will provide all respondents with any information required to successfully prepare a response which will meet the Town's needs.

Contact with other Town employees regarding this RFP is prohibited without prior consent. Vendors that directly contact employees risk elimination.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.

The awarding authority for this contract is the Town of Front Royal. It is understood and agreed that the contract generated from this Proposal shall be subject to annual appropriations by the Town of Front Royal Town Council. Should the Council fail to appropriate funds for the contract, the contract will be terminated when funds are exhausted. There shall be no penalty should the Council fail to make annual appropriations for the contract.

The Town of Front Royal reserves the right to accept or reject any and all proposals; to waive informalities; to negotiate with the lowest qualified Offeror in order to stay within available budget funding; and to award the project as deemed in its judgment to be in the best interest of the Town of Front Royal.

All Offerors shall abide by all applicable State and Federal laws.

The Town of Front Royal does not discriminate against small and minority businesses.

#### COOPERATIVE CONTRACTING

This solicitation is being conducted in accordance with the provisions of *Virginia Code § 2.2-4304*. This clause is intended to allow the successful Contractor to offer the goods and services requested in this solicitation to other public bodies. Offering to sell goods and services to other jurisdictions is voluntary on the Contractor's part. A public body's participation in the contract is also voluntary. Failure to offer the terms and conditions of the contract to other jurisdictions neither disqualifies a bidder nor adversely affect the award of the contract. The successful Contractor must deal directly with a participating public body concerning placement of orders, issuance of Purchase Orders, contractual disputes, invoices and payments. In no event shall the Town of Front Royal, its officials or staff be responsible for any costs, damages or injury as a result of any Town contract extended to a public body by the successful Contractor. The Town of Front Royal acts only as the "Contracting Agent" for this contract. The Town assumes no responsibility for any notification of the availability of the contract for use by other public bodies. Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of the contract is consistent with their laws, regulations, and other policies. Any participating public body has the option of executing a separate contract with the successful Contractor. Contracts entered into with a participating public body may contain general terms and conditions unique to that public body. If, when preparing such a contract, the general terms and conditions of the participating public body are unacceptable to the successful contractor, the Contractor may withdraw its extension of the contract to that participating public body.

## **I. INTRODUCTION**

This Request for Proposal (RFP) is being issued by the Town of Front Royal with the intent to enter into a Contract for Services for licensed health insurance consultation. **THIS IS NOT A REQUEST FOR INSURANCE COVERAGE.** The successful proposing firm will assist in strategically planning, designing, negotiating, and implementing health care plans for Town employees and retirees. The successful proposing firm will be able to lead us through annual renewal, negotiations, and RFP processes for our health, dental and vision plans. We are seeking a consultant who will assist the Town of Front Royal in minimizing costs while also offering a competitive benefit package to its employees and who will assist with resolving administrative, claims, and/or account concerns with vendors as needed. We seek a consultant who can provide up-to-date guidance on compliance with Federal and State mandates regarding health insurance provision and assist us in remaining compliant with all regulatory requirements. The successful proposing firm will have experience in providing such services to government entities and other organizations of similar size and complexity in the region, and have the staff capacity and expertise to do so for the Town of Front Royal.

## **II. BACKGROUND**

The Town of Front Royal insures approximately 161 full-time employees and 23 retirees. Our current carriers for the employee benefits plans are Anthem and Delta Dental. These firms offer health, dental, vision, mental health, and prescription plans to its benefit eligible employees as well as voluntary benefits. Both employee and employer contribute to the plans.

## **III. SCOPE OF SERVICE**

The Town requires an Insurance Consultant that is not affiliated with any insurance company, third party administrative agency or provider network. The Town's intent is to hire a consultant who is an independent, unbiased consultant not affiliated with any institution that may bid for services. The consultant firm must have no less than five (5) years of experience in providing insurance consulting services in the public sector arena (preferred but not required) to employers with at least 150 employees. The following services are to be provided:

1. Perform research and provide responses to technical questions posed by the Town
2. Assist with annual renewal of all insurance products. Perform annual review and consultation related to plan designs of Employee Insurance Programs including utilization, access and cost impact on medical, dental and vision insurance plans, as well as for the local disability insurance for VRS Hybrid Plan employees. Make recommendations for changes to benefit offerings for all insurance plans based on state and national market, expert knowledge, and financial constraints of the Town of Front Royal. Prepare and communicate recommendations in both a detailed and high level format as requested by the Town of Front Royal staff and Town Council.
3. Provide periodic comparisons of the offerings of the Town of Front Royal to the surrounding municipalities (as it relates to our ability to attract new employees and retain existing employees).

4. Track and report progress of benefit plans on a quarterly basis, coordinating with benefit providers to obtain relevant performance data. Provide analysis of benefit plan performance.
5. Identify the proper employer and employee contribution amounts to match the Town's current economic status
6. Provide consultation on matters including, but not limited to, plan interpretation and problem resolution, including attendance at review meetings to assist in the management of all insurance programs.
7. Maintain all records for 5 years from contract inception.
8. Make recommendations to market products as needed / required. Work with Procurement staff when employee benefits are marketed, prepare Request for Proposal, bid specifications, identify appropriate markets, analyze proposals submitted, make recommendations and assist in negotiation of contracts
9. Assist with conducting annual enrollment meetings and assist with employee forms completion and collections
10. Assist in employee communication
11. Assist with claim reporting, handling and settlement
12. Assist in the settlement of disputes between the Town and the Town's insurer
13. Monitor ongoing contracts, including provider plan administration, provider compliance with contract and incurred claims
14. Assisting with implications/consequences of the Health Care Reform Act, provide updates on changes that will affect the Town of Front Royal as a benefit provider to our employees; assist in the completion of required Form 1094 and Form 1095 reporting and distribution
15. Review any and all programs on a continuing basis to ensure that the plan complies with both Federal and State government regulations
16. Provide one contact person to be available to answer questions and resolve issues with a reasonable turn-around time, preferably one business day and one backup person that is available to assist if the assigned contact person is unavailable.

#### **IV. PROPOSAL EVALUATION/SELECTION PROCESS**

In order to be considered for selection, Offerors must submit a complete response to this RFP. An original, so marked, four (4) signed copies and one (1) digital copy of the proposal shall be submitted in a sealed envelope to the advertised location. The sealed envelope shall be identified on the face with the following:

- Name and address of the Firm

- Project Name
- Date and time proposal is due

Proposals shall be prepared simply and economically, providing a straightforward and concise description of capabilities, and shall be as thorough as necessary to establish firm's ability to perform this work in a successful manner. Emphasis shall be on completeness and clarity of content. All information requested should be submitted. Failure to submit all information requested may result in the Town of Front Royal requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired. Proposals which are substantially incomplete or lack key information may be rejected by the Town. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Proposals should be organized in the order in which the requirements are presented in the RFP to allow uniform review and easy access to information by the evaluation committee. The proposal should contain a table of contents which cross-reference the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.

Proposals must clearly demonstrate the required qualifications, expertise, competence and capability of the Offeror. Please provide a concise description of the services your firm will provide. Proposals shall be no longer than twenty-five (25) pages.

All proposals shall address the following information:

1. Letter of transmittal from an authorized individual who can commit to the terms and conditions of the proposal.
2. Brief history of firm, its background, and brief description of the firm's organization, philosophy, and management
3. Statement of Qualifications
  - a. Specify individuals who would be assigned to the contract, level of their experience including credentials, related experience, training and education of the personnel.
  - b. Provide the location of the office that will have the responsibility for providing the services
4. Examples and description of advisory services provided to other clients
  - a. Provide sample documents and/or reports, which shall include but not be limited to Work Plan, Strategic Planning Report, Claims Experience Audit Report, etc.
5. Proposed methodology and time frame for addressing the Town's needs
  - a. Describe how your organization participates in developing a strategic benefit plan with your clients

- b. Describe your organization's involvement in the annual review process, including information regarding process timeframes, negotiation of rates and vendor selection.
  - c. Describe how your organization would assist the Town in selecting a new insurance vendor(s), include how your company's experience and expertise would benefit the Town.
  - d. Describe the process of providing planned recommendations to your clients.
  - e. Point out the training resources your organization provides to assist clients in educating and training their benefit staff.
6. A technical summary of the included Scope of Services outlining the work to be performed, summarizing the proposed work effort, and indicating any proposed modifications to the Scope of Services.
7. Summary of current Virginia clients
- a. Number of clients that are in the public sector
  - b. Previous services and clients conducted in the Town of Front Royal and/or Warren County
8. Describe your contractual relationships, if any, with organization or entities necessary to your proposal's implementation (actuarial services, data information services, etc.)
9. Describe what makes your firm unique from other firms that may submit proposals for the Town's consideration
10. Provide a monthly non-binding cost estimate fee for the basic services that would be provided under the Contract, to be negotiated in accordance with Section 2.2-4303 of the Code of Virginia; fees for additional services must be mutually agreed upon by the Contractor and the Town of Front Royal
11. The Town of Front Royal may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D).

## **V. PROPOSAL SUBMISSION**

Proposals shall be submitted by (TO BE DETERMINED) to the following address:

Town of Front Royal  
Attn: Cynthia A. Hartman, Purchasing Agent  
PO Box 1560  
102 E. Main Street  
Front Royal VA 22630

In the event that the Town of Front Royal has closed due to inclement weather and/or emergency situations prior to or at the time set aside for receipt of proposals, the published due date will default to the next open business day at the same time.

If any prospective Offeror has questions about the specifications or other solicitation documents, they should contact the Purchasing Agent whose name appears on the face of the solicitation no later than ten (10) working days before the due date. All inquiries must be submitted in writing to Cindy Hartman, via email, at [cahartman@frontroyalva.com](mailto:cahartman@frontroyalva.com), with "Compensation Study" in the subject line of the message.

Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent, and transmitted by e-mail to all holders of the Request for Proposal and will be posted on the Town of Front Royal website at [www.townoffrontroyal.com](http://www.townoffrontroyal.com) and the state procurement website at [www.eva.virginia.gov](http://www.eva.virginia.gov). No other notification will be made.

All costs of proposal preparation and presentation shall be borne by each Offeror. The Town of Front Royal is not liable for any cost incurred by the Offeror prior to issuance of a contract. Deadline changes and any addenda shall be transmitted by e-mail to all registered holders of the Request for Proposal. Request for a copy of the RFP does not commit the holder to submit a proposal.

All costs of proposal preparation and presentation shall be borne by each Offeror. The Town of Front Royal is not liable for any cost incurred by the Offeror prior to issuance of a contract.

Submittal of a proposal indicates acceptance by the proposer of the conditions contained in this request. The Town of Front Royal reserves the right to reject without prejudice any or all responses. The Town of Front Royal reserves the right to waive formalities and negotiate with any proposer. The Town of Front Royal reserves the right to amend the specifications of this Request for Proposals and request new and/or updated proposals at anytime prior to award of contract.

The Town shall select the best proposal based upon the evaluation criteria.

Each Offeror is responsible for examining and understanding this RFP prior to submitting a proposal. Offerors assume all risk of errors contained in this procurement process and no contract awarded will be increased to cover costs that should have been anticipated by the Offeror in examining the documents.

By submitting a proposal the Offeror covenants and agrees that the Offeror is satisfied, from its own investigation of the conditions to be met, that it fully understands its obligations, and that it will not make any claim for, or have right to cancellation or relief from the Contract because of any misunderstanding or lack of information.

The Town of Front Royal reserves the right to request verification, validation or clarification of any information contained in a proposal.

Proposals shall be valid for ninety (90) days following the opening date. No proposal may be withdrawn or changed during this period.

Submitted proposals shall be available to the public for review for a period of sixty (60) days after award of contract.

## **VI. COMPETENCY OF FIRM**

The Town shall make such investigations, as it deems necessary, to determine the ability of the Offeror to perform the services required by the Scope of Services. Upon request, the Offeror shall furnish evidence satisfactory to the Town that it has the necessary facilities, ability, and financial resources to fulfill the project's Scope of Services.

## **VII. COMPETITIVE NEGOTIATION**

The procurement method will be competitive negotiation as defined in Section 2.2-4301 of the Code of Virginia (1950) as amended. This Request for Proposal indicates, in general terms, the nature of the program and services being sought. Each Offeror is to submit the proposal(s) that best suits the general needs of the Town.

The specific requirements for the contents of proposals are contained in the RFP. Offerors are encouraged to provide additional information not specifically identified as a requirement if that additional information enables the proposal to better suit the needs of the Town.

In order to procure the program that best suits the needs of the Town, the competitive negotiation process and evaluation criteria consider factors other than costs.

## **VIII. AWARDING OF CONTRACT**

The award of a contract shall be determined in the sole discretion of the Town based upon evaluation of all information as the Town may request. The Town reserves the right to waive any informality in proposals submitted in response to this RFP when such waiver is in the best interest of the Town. The Town reserves the right to award multiple contracts for various services if deemed necessary. The successful firm must be willing to enter into the Town's standard Contract for Services.

The evaluation process shall be based upon the evaluation criteria stated in the Request for Proposals. A selection committee shall review the proposals submitted. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Town. This provides an opportunity for the Offeror to clarify or elaborate on their proposal. This is a fact finding and explanation session only and does not include negotiation. The Town of Front Royal will schedule the time and location of these presentations. Oral presentations are an option of the Town and may or may not be conducted.

Negotiations shall then be conducted beginning with the firm ranked first. If a contract satisfactory and advantageous to the Town can be negotiated at a price considered fair and reasonable, the Committee will recommend to the Town of Front Royal Town Council that an award be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations shall then be conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

The Town Council will make the final selection and award the contract. The selected consultant should be prepared to commence working immediately following the approval of the Council, assuming the responsibilities of preparing and installing the July 1, 2017 implementation.

The Town reserves the right to reject any and all proposals submitted, and to waive any informality in the proposals. The rights are also reserved to award the contract where it appears to be in the best interest of the Town of Front Royal.

#### **IX. PUBLIC INSPECTION OF PROCUREMENT RECORDS**

Proposals submitted shall be subject to public inspection in accordance with Section 2.2-4342 and Section 2.2-3704 and 3705 of the Code of Virginia. Ownership of all data, materials, and documentation originated and prepared for the Town of Front Royal pursuant to this RFP shall belong exclusively to the Town and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of *Virginia Code* § 2.2-4342(F), in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable

#### **X. ETHICS IN PUBLIC CONTRACTING**

By submitting their proposal, all Offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or sub-contractor in connection with their proposal, and that they have not conferred with any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

#### **XI. DEBARMENT STATUS**

By participating in this procurement, the Offeror certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Offeror further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia

#### **XII. LICENSES AND PERMITS**

The Offeror agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity requested within this RFP; that it will procure all additional licenses, permits, or like permission required by law during the term of the Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of the Contract.

### XIII. INDEPENDENT CONTRACTOR

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

### XIV. PAYMENT

#### To the Prime Service Provider:

a. The Town shall promptly pay for the completed services or delivered goods described in the RFP by the required date. The required payment date shall be either: (1) the date on which payment is due under the terms of the contract, or (2) if a date is not established by the contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within twenty (20) days after the receipt of an invoice for goods or services, the Town shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the Town fails to make payment by the required payment date, the Town shall pay any finance charges assess by the supplier that shall not exceed one percent (1%) per month. Where payment is made by mail, the date of the postmark shall be deemed to be the date the payment is made.

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

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

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

All invoices shall show the applicable Purchase Order number.

d. The Service Provider shall monthly furnish an invoice to the Town for services rendered that month. All goods or services provided under this contract or Purchase Order, that are to be paid for with public funds, shall be billed by the Service Provider at the contract price, regardless of which Town department is being billed.

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

To Subcontractors:

a. A Service Provider awarded a contract under this solicitation is hereby obligated:

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

(2) To notify the agency and the subcontractor(s), in writing, of the Service Provider's intention to withhold payment and the reason.

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

**XV. REPORTS**

The Service Provider shall complete, maintain, and submit to the Town all records and reports and lists of services rendered when such services are rendered.

**XVI. SERVICES RENDERED**

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

**XVII. TAXES**

The Service Provider shall pail all County, Town, State and Federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between the Town of Front Royal and the Service Provider, as the taxes shall be solely an obligation of the Service provider and not the Town, and the Town shall be held harmless for same by the Service Provider. The Town of Front Royal is exempt from State Sales Tax and Federal Excise Tax. A Tax Exemption Certificate indicating the Town's exempt status will be furnished by the Town of Front Royal upon request.

**XVIII. BUSINESS LICENSE REQUIREMENT**

If a business is located in the Town of Front Royal, it is unlawful to conduct or engage in that business without obtaining a business license.

**XIX. COMPLIANCE WITH FEDERAL IMMIGRATION**

The Service Provider does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**XX. COMPLIANCE WITH STATE LAW**

The Service Provider shall comply with section 2.2-4311.2 of the Code of Virginia pertaining to foreign and domestic businesses authorized to transact business in the Commonwealth.

**XXI. TERMINATION FOR CAUSE**

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

**XXII. TERMINATION FOR CONVENIENCE**

The obligation to provide further services under the Contract may be terminated by the Town for its convenience and not for cause upon fifteen (15) days written notice. The Service Provider shall be compensated for work performed through the date of termination and for termination expenses, including any expenses directly attributable to termination and for which the Service Provider is not otherwise compensated. Termination expenses shall not, however, include loss profits on services not performed as a result of such termination for convenience.

**XXIII. CHANGES TO THE CONTRACT**

Changes can be made to the contract when both parties agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

**XXIV. NOTICE**

Any notice which is required to be given, or which may be given under the Contract, shall be sent to those mailing addresses noted in the first paragraph of the Contract. Any notice which is required to be given, or which may be given under the Contract, shall be sent to those mailing addresses noted in the first paragraph of the Contract. A party desiring to change its address for notice must give the other party notice of the change in accordance with the notice requirements of this Agreement; the notice of the change must be marked for the attention of the other party's legal counsel, and for the avoidance of doubt is not effective unless it is so marked.

**XXV. NON-ASSIGNABILITY**

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

**XXVI. INSURANCE**

The Service Provider shall procure and maintain the general liability insurances shown below, with the Town named as Additional Insured, for protection from claims arising out of performance of services caused by negligent, reckless, or willful error, omission or act for which the Service Provider is legally liable. The Service Provider shall deliver to the Town, upon

execution of the Contract, certificates of such insurance. Insurance shall provide for coverage effective through the date of the end of the Project.

Comprehensive General Liability Insurance, *naming the Town as Additional Insured*  
Automobile Liability, *naming the Town as Additional Insured*  
Worker's Compensation

## **XXVII. AMOUNT OF INSURANCE REQUIRED**

Comprehensive General Liability Insurance - \$1,000,000 Minimum per Incident  
Automobile Liability Insurance - \$1,000,000 bodily injury and \$1,000,000 property damage  
Worker's Compensation – As required by the Commonwealth of Virginia

## **XXVIII. INDEMNIFICATION**

The Contractor shall indemnify, keep and hold harmless the Town of Front Royal and its members of Council, officers, directors, agents, employees and volunteers against any and all claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgements, costs and expenses (including reasonable attorney fees) which may otherwise accrue against the Town in consequence of the granting of a contract which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgement shall be rendered against the Town in any such action, the contractor shall, at his or her own expense, satisfy and discharge the same. The contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town as herein provided. The provisions of this section shall survive the completions, terminations or expiration of the contract.

## **XXIX. ENTIRE CONTRACT**

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

## **XXX. STANDARD OF CARE**

The Service Provider shall perform the services as described by the Contract expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided.

**XXXI. CONFIDENTIALITY**

The Consultant assures that information and data obtained as to personal facts and circumstances related to clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the Town of Front Royal's written consent. Any information to be disclosed, except to the Town of Front Royal, must be in summary, statistical, or other form which does not identify particular individuals.

**XXXII. ENFORCEMENT**

The Contract shall be governed by the laws of the State of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of the Contract shall be filed in the courts of Warren County, Virginia.

**THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL.**

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal.

LEGAL NAME & ADDRESS OF FIRM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Company's Legal Name Authorized Representative - Signature in Ink

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

**RETURN OF THIS PAGE IS REQUIRED**

**CERTIFICATE OF NON-COLLUSION**

The undersigned does hereby certify that in connection with the procurement to which this Certification of Non-Collusion is incorporated that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

**AFFIDAVIT**

The undersigned is duly authorized by the Offeror to make the foregoing statement to be filed with proposals submitted on behalf of the Offeror for contracts to be let by the Town of Front Royal.

Signed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2016  
County (City), STATE

\_\_\_\_\_  
(Name of Firm) By: \_\_\_\_\_  
(Signature) Title (print)

STATE of \_\_\_\_\_ COUNTY (CITY) of \_\_\_\_\_

**To-wit:**

I \_\_\_\_\_, a Notary Public in and for the State and County (City) aforesaid, hereby certify that this day \_\_\_\_\_ personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016

The undersigned declares that the person or persons signing this proposal is/are fully authorized to sign the proposal on behalf of the firm listed and to bind the firm to all conditions and provisions thereof.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public My Commission expires \_\_\_\_\_

**RETURN OF THIS PAGE IS REQUIRED**

**PLEASE NOTE:** State Corporation Commission (SCC) registration requirements effective July 1, 2010 require that your proposal include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration, per the requirements in Sections 6.31 and 9.21. Please complete this Proof of Authority to Transact Business in Virginia form and submit it with your proposal. Failure to provide this information or providing inaccurate or purged information shall result in your proposal being rejected.

**State Corporation Commission Form**

**Virginia State Corporation Commission (SCC) Registration Information**

**Pursuant to VPPA §2.2-4311.2, the bidder must include the following information:**

- is a corporation or other business entity with the following SCC identification number:  
 \_\_\_\_\_ **-OR-**
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**
- is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. **Attach opinion of legal counsel to this form.**
- **NOTE:** Check this circle if you have not completed any of the foregoing options but currently have pending before the SCC and application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. (The Town of Front Royal reserves the right to determine in its sole discretion whether to allow such waiver).

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**RETURN OF THIS PAGE IS REQUIRED**

Proposals must list four (4) references for which similar work has been performed during the past three (3) years.

(1) CLIENT NAME \_\_\_\_\_

ADDRESS (Street) \_\_\_\_\_

ADDRESS (City, St, Zip) \_\_\_\_\_

CONTACT NAME \_\_\_\_\_

TELEPHONE/EMAIL \_\_\_\_\_

(2) CLIENT NAME \_\_\_\_\_

ADDRESS (Street) \_\_\_\_\_

ADDRESS (City, St, Zip) \_\_\_\_\_

CONTACT NAME \_\_\_\_\_

TELEPHONE/EMAIL \_\_\_\_\_

(3) CLIENT NAME \_\_\_\_\_

ADDRESS (Street) \_\_\_\_\_

ADDRESS (City, St, Zip) \_\_\_\_\_

CONTACT NAME \_\_\_\_\_

TELEPHONE/EMAIL \_\_\_\_\_

(4) CLIENT NAME \_\_\_\_\_

ADDRESS (Street) \_\_\_\_\_

ADDRESS (City, St, Zip) \_\_\_\_\_

CONTACT NAME \_\_\_\_\_

TELEPHONE/EMAIL \_\_\_\_\_

**10**

Town of Front Royal, Virginia  
**Work Session Agenda Form**

Date: September 19, 2016

**Agenda Item:** Draft Request for Proposals - Compensation and Classification Study

**Summary:** As part of the evaluation of our current salaries for the various Town positions, staff have developed a draft Request for Proposals for Compensation and Classification Study. The Consultant would assist the Town in evaluating our current job classifications and review competitive salaries for these positions.

**Council Discussion:** Council is requested to review the draft RFP and provide staff with any questions or suggestions for revisions.

**Staff Evaluation:** Staff would request that Town Council provide any questions or suggestions within the next two weeks so that the RFP can be finalized and advertised.

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

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

**Staff Recommendations:** Staff recommend Council review the draft Request for Proposals for Compensation and Classification Study to identify any concerns.

**Town Manager Recommendation:** The Town Manager recommends Council review the draft Request for Proposals for Compensation and Classification Study to identify any concerns.

**Council Recommendation:**

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





**TOWN OF FRONT ROYAL**  
**PURCHASING DEPARTMENT**  
**REQUEST FOR PROPOSAL # (TO BE DETERMINED)**

---

**PROPOSAL DOCUMENT**

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INSTRUCTIONS TO OFFERORS, GENERAL CONDITIONS,  
SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS,  
PROPOSAL FORM, CONTRACT FORM

FOR

**COMPENSATION  
AND  
CLASSIFICATION STUDY**

Plans Prepared by: **Town of Front Royal  
Purchasing Department  
PO Box 1560  
Front Royal, VA 22630  
(540) 636-6889**

Issued by \_\_\_\_\_  
PURCHASING AGENT

DATE \_\_\_\_\_

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	<b>ATTACHMENT "A"</b>	

The Town of Front Royal invites the submission of sealed proposals from qualified firms or individuals, licensed to work in Virginia, capable of satisfying the Town's needs for a Professional Compensation and Classification Study, in accordance with the enclosed scope of services and terms.

A **MANDATORY** Pre-Proposal Meeting will be conducted at **(TO BE DETERMINED)** in the Second Floor Conference Room of the Town of Front Royal Administration Building, 102 East Main Street. This meeting will be for clarification of any questions on the project scope of work and specifications, and site conditions. All prospective Offerors must attend in order to submit a proposal. The Pre-Proposal meeting attendees will be required to sign in as a record of their attendance. Failure to attend this meeting will result in your proposal being deemed non-responsive, and the proposal will be rejected. Questions that require additional clarification will be covered by an addendum, which will be issued by the Purchasing Department following the Pre-Proposal meeting.

Sealed proposals, subject to the specifications and conditions contained hereto, will be received in the Purchasing Department until **(TO BE DETERMINED)**. Any proposal received after the announced time and date of the submittal deadline will not be considered.

Proposals are to be mailed to the Town of Front Royal, ATTN: Cynthia A. Hartman, Purchasing Agent, P.O. Box 1560, Front Royal, Virginia 22630. Bids may also be hand delivered until the scheduled date and time shown above to the Purchasing Department, 102 E. Main Street, Front Royal. The outermost envelope for which a proposal is contained therein must be clearly marked "COMPENSATION AND CLASSIFICATION STUDY". The Town of Front Royal is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the Offeror to ensure this its proposal reaches the Town of Front Royal by the designated date and hour. Any electronic submittal (fax, email, etc.) will not be considered.

Request for Proposal documents are available from the Purchasing Department. To obtain a copy, contact Cynthia A. Hartman, Purchasing Agent, P.O. Box 1560, 102 E. Main Street, Front Royal, Virginia 22630, phone (540) 636-6889, fax (540) 636-7473, or email [cahartman@frontroyalva.com](mailto:cahartman@frontroyalva.com).

A request for a copy of the RFP does not commit the holder to submit a proposal.

The Town of Front Royal reserves the right to accept or reject any and all bids; to waive informalities; to negotiate with the lowest qualified bidder in order to stay within available budget funding; and to request rebids. It further reserves the right to award the contract on a split award or a lump sum basis, as deemed in its judgment to be in the best interest of the Town of Front Royal.

All communication regarding this RFP shall be directed to the following contact:

Cynthia A. "Cindy" Hartman – Purchasing Agent  
Town of Front Royal  
102 E. Main Street  
P.O. Box 1560  
Front Royal, VA 22630  
(540) 636-6889

Ms. Hartman will provide all respondents with any information required to successfully prepare a response which will meet the Town's needs, and prepare an Addendum if necessary.

Contact with other Town employees regarding this RFP is prohibited without prior consent. Vendors that directly contact employees risk elimination.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.

The awarding authority for this contract is the Town of Front Royal. It is understood and agreed that the contract generated from this Proposal shall be subject to annual appropriations by the Town of Front Royal Town Council. Should the Council fail to appropriate funds for the contract, the contract will be terminated when funds are exhausted. There shall be no penalty should the Council fail to make annual appropriations for the contract.

All Offerors shall abide by all applicable State and Federal laws.

The Town of Front Royal does not discriminate against small and minority businesses.

#### COOPERATIVE CONTRACTING

This solicitation is being conducted in accordance with the provisions of *Virginia Code § 2.2-4304*. This clause is intended to allow the successful Contractor to offer the goods and services requested in this solicitation to other public bodies. Offering to sell goods and services to other jurisdictions is voluntary on the Contractor's part. A public body's participation in the contract is also voluntary. Failure to offer the terms and conditions of the contract to other jurisdictions neither disqualifies a bidder nor adversely affect the award of the contract. The successful Contractor must deal directly with a participating public body concerning placement of orders, issuance of Purchase Orders, contractual disputes, invoices and payments. In no event shall the Town of Front Royal, its officials or staff be responsible for any costs, damages or injury as a result of any Town contract extended to a public body by the successful Contractor. The Town of Front Royal acts only as the "Contracting Agent" for this contract. The Town assumes no responsibility for any notification of the availability of the contract for use by other public bodies. Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of the contract is consistent with their laws, regulations, and other policies. Any participating public body has the option of executing a separate contract with the successful Contractor. Contracts entered into with a participating public body may contain general terms and conditions unique to that public body. If, when preparing such a contract, the general terms and conditions of the participating public body are unacceptable to the successful contractor, the Contractor may withdraw its extension of the contract to that participating public body.

## **I. INTRODUCTION**

The Town of Front Royal's Mayor and Town Council want to ensure that there is an equitable compensation system in place that treats full and part time employees fairly. This Request for Proposal (RFP) is being issued by the Town with the intent to enter into a Contract for Services with a firm to prepare an evaluation of Town's current compensation and classification plan. The successful proposing firm will have experience in providing such services to government entities and other organizations of similar size and complexity in the region, and have the staff capacity and expertise to do so for the Town of Front Royal. The awarded contract will be for a one (1) year period) beginning with the date of the Notice to Proceed and continuing for a twelve (12) month period.

An RFP is used for procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the Offeror offers a solution to the objectives, problems, and needs specified in this RFP, and defines how it intends to meet (or exceed) the RFP requirements.

## **II. STATEMENT OF NEEDS**

The Town currently employs approximately one-hundred sixty-one (161) full-time employees and approximately 16 part-time employees. Full-time employees are considered to be those employed for at least 30 hours per week. Seasonal employees will not be part of this study. The Successful Offeror shall take into consideration the duties, responsibilities, education requirements and other relevant factors of each of the Town's classifications. Existing job descriptions may be revised or new job descriptions prepared based upon the finding of the job analysis. The Town is interested in surveying the local labor market to ensure that the Town's overall package of compensation and benefits is competitive for the recruitment of new employees at all levels, retention of current employees at all levels, and is competitive with any competing employers. The Town's current classification and current annual compensation rate, Attachment "A", is included with this RFP. The Successful Offeror shall take particular care to ensure their study is non-discriminatory, regardless of gender, color, religion, national origin, age, disability, or any other status protected by state or federal law

## **III. SCOPE OF SERVICES**

The scope of services to be completed by the Successful Offeror shall include:

### **A. Job Analysis**

The Successful Offeror will provide a detailed job analysis for each position currently identified in the Town of Front Royal's classification system. This analysis should include survey forms and interviews with select employees, either individually or in groups.

Proposals should include copies of the survey forms, as well as a description of the methodology used for the job analysis.

### **B. New/Revised job descriptions**

The Successful Offeror will provide a new or revised job description for each of the positions within the Town's classification system, including a new job title. New job descriptions will need to provide excellent information to potential job applicants, including information necessary to evaluate potential accommodations under the Americans with Disabilities Act. The

Successful Offeror shall make recommends concerning elimination of old or redundant job titles. Proposals shall include a sample job description prepared by the firm/individual for another public sector client.

### **C. Market Analysis**

The Town of Front Royal would like a market analysis performed for the Town's current classifications and compensations. At a minimum, the Town would like the following entities surveyed: Warren County, Town of Strasburg, Shenandoah County, City of Winchester, Town of Leesburg, Town of Luray, Page County, Town of Culpeper, Town of Warrenton, Town of Woodstock, Dominion Power, Rappahannock Electric Cooperative, Fauquier County Water and Sanitation Authority, and Fairfax County Water Authority. The Town of Front Royal would also like to have private entities surveyed to the extent that they would be willing to share information on compensation and classifications.

Proposals should include a description of the analysis methodology, including applicable examples from other public sector clients.

### **D. Development of a Recommended Pay Scale**

The Successful Offeror shall develop a compensation plan, the appropriate classification of all positions on the proposed plan, and options for implementing the proposed compensation plan in phases. The phasing would need to take into consideration the need for wage adjustments, with the most critical positions being addressed first, and the budget impact of each phase. The Town is interested in developing policies and pay scales that align with the current "market" rate.

Proposals should include a description of a similar process for other public sector clients including options presented and the ultimate recommendation.

### **E. Recommendations for Future Adjustments**

The Successful Offeror shall evaluate the Town's pay policies and practices for pay adjustments in order to develop a pay range. This is to include recommendations concerning ongoing pay adjustments, ongoing pay scale maintenance, future market adjustments, demotions and promotions. Recommendations shall be provided, in the context of the recommended pay scale, regarding career development for entry level jobs. Recommendations should also be offered as to whether merit increases should be given on an annual or bi-annual basis.

Proposals should include examples of career development policies that have been developed or recommended to clients similar to the Town of Front Royal.

## **IV. PROPOSAL PREPARATION**

In order to be considered for selection, Offerors must submit a complete response to this RFP. An original, so marked, four (4) signed copies and one (1) digital copy of the proposal shall be submitted in a sealed envelope to the advertised location. The sealed envelope shall be identified on the face with the following:

- Name and address of the Firm
- Project Name
- Date and time proposal is due

Proposals shall be prepared simply and economically, providing a straightforward and concise description of capabilities, and shall be as thorough as necessary to establish firm's ability to perform this work in a successful manner. Emphasis shall be on completeness and clarity of content. All information requested should be submitted. Failure to submit all information requested may result in the Town of Front Royal requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Town. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Proposals should be organized in the order in which the requirements are presented in the RFP. The proposal should contain a table of contents which cross-reference the RFP requirements.

All proposals shall address the following information:

- Cover letter from an authorized individual who can commit to the terms and conditions of the proposal.
- A description of the firm, its background, and present location of business. The description shall include a list of corporate officers, names of partners if partnership, or members if a limited liability company.
- A statement of qualifications to demonstrate capability of performing and completing the requested services.
- A summary of current projects being performed by the firm.
- A breakdown of typical project clients (private development, government, etc.)
- A summary of previous projects and clients of work conducted in the Town of Front Royal and/or Warren County.
- A list of at least three references for which the firm has performed work within the past two years substantially similar to this project. Include the client name, address, contact person, phone number, and project name or identification number.
- A technical summary of the included Scope of Services outlining the work to be performed, summarizing the proposed work effort, and indicating any proposed modifications to the Scope of Services. Please include estimated time frames for completion of each of the tasks.
- Please submit a non-binding cost estimate for all tasks, and itemize each cost to task. The cost quotations must include all costs such as training, travel, per diem, etc.
- The names, job classifications, and experience of all personnel who shall be assigned to this project.
- A list of any subcontractors to be employed on this project, which shall include all information, required of the submitting firm.

- The Town of Front Royal may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*).

## V. PROPOSAL SUBMISSION

Proposals shall be submitted by **(TO BE DETERMINED)** to the following address:

Town of Front Royal  
Attn: Cynthia A. Hartman, Purchasing Agent  
PO Box 1560  
102 E. Main Street  
Front Royal VA 22630

In the event that the Town of Front Royal has closed due to inclement weather and/or emergency situations prior to or at the time set aside for receipt of proposals, the published due date will default to the next open business day at the same time.

If any prospective Offeror has questions about the specifications or other solicitation documents, they should contact the Purchasing Agent whose name appears on the face of the solicitation no later than ten (10) working days before the due date. All inquiries must be submitted in writing to Cindy Hartman, via email, at [cahartman@frontroyalva.com](mailto:cahartman@frontroyalva.com), with "Compensation Study" in the subject line of the message.

Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent, and transmitted by e-mail to all holders of the Request for Proposal and will be posted on the Town of Front Royal website at [www.townoffrontroyal.com](http://www.townoffrontroyal.com) and the state procurement website at [www.eva.virginia.gov](http://www.eva.virginia.gov). No other notification will be made.

All costs of proposal preparation and presentation shall be borne by each Offeror. The Town of Front Royal is not liable for any cost incurred by the Offeror prior to issuance of a contract.

Submittal of a proposal indicates acceptance by the proposer of the conditions contained in this request. The Town of Front Royal reserves the right to reject without prejudice any or all responses. The Town of Front Royal reserves the right to waive formalities and negotiate with any proposer. The Town of Front Royal reserves the right to amend the specifications of this Request for Proposals and request new and/or updated proposals at anytime prior to award of contract.

Each Offeror is responsible for examining and understanding this RFP prior to submitting a proposal. Offerors assume all risk of errors contained in this procurement process and no contract awarded will be increased to cover costs that should have been anticipated by the Offeror in examining the documents.

The Town of Front Royal reserves the right to request verification, validation or clarification of any information contained in a proposal.

**VI. COMPETENCY OF FIRM**

The Town shall make such investigations, as it deems necessary, to determine the ability of the Offeror to perform the services required by the Scope of Services. Upon request, the Offeror shall furnish evidence satisfactory to the Town that it has the necessary facilities, ability, and financial resources to fulfill the project's Scope of Services.

**VII. COMPETITIVE NEGOTIATION**

The procurement method will be competitive negotiation as defined in Section 2.2-4301 of the Code of Virginia (1950) as amended. This Request for Proposal indicates, in general terms, the nature of the program and services being sought. Each Offeror is to submit the proposal(s) that best suits the general needs of the Town.

The specific requirements for the contents of proposals are contained in the RFP. Offerors are encouraged to provide additional information not specifically identified as a requirement if that additional information enables the proposal to better suit the needs of the Town.

In order to procure the program that best suits the needs of the Town, the competitive negotiation process and evaluation criteria consider factors other than costs.

**VIII. EVALUATION CRITERIA**

Proposals shall be evaluated by the Town of Front Royal Evaluation committee using the following criteria:

<u>EVALUATION</u>	<u>CRITERIA WEIGHT</u>
1. Method and plan for providing services	25
2. Expertise, qualifications, and experience	30
3. Price	25
4. References	15
5. Financial Responsibility of the firm, Company staff, Individual Certifications, and Company Certifications.	5

**IX. AWARDING OF CONTRACT**

The award of a contract shall be determined in the sole discretion of the Town of Front Royal. The Town reserves the right to reject any and all proposals submitted, and to waive any informality in proposals submitted in response to this RFP. The rights are also reserved to award the contract where it appears to be in the best interest of the Town of Front Royal.

The successful firm must be willing to enter into the Town's standard Contract for Services.

The evaluation process shall be based upon the evaluation criteria stated in the Request for Proposals. An Evaluation Committee consisting of (TO BE DETERMINED) will review the proposals submitted. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Town. This provides an opportunity for the

The successful firm must be willing to enter into the Town's standard Contract for Services.

The evaluation process shall be based upon the evaluation criteria stated in the Request for Proposals. An Evaluation Committee consisting of (TO BE DETERMINED) will review the proposals submitted. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Town. This provides an opportunity for the Offeror to clarify or elaborate on their proposal. This is a fact finding and explanation session only and does not include negotiation. The Town of Front Royal will schedule the time and location of these presentations. Oral presentations are an option of the Town and may or may not be conducted. From this review, two or more applicants deemed to be fully qualified and best suited among those submitting proposals will be selected for a personal interview with the Town. Interviews may include detailed questions regarding methodology, qualifications, and relevant work experience. Applicants will be rated regarding the quality of the written and oral communications.

Negotiations shall then be conducted beginning with the firm ranked first. If a contract satisfactory and advantageous to the Town can be negotiated at a price considered fair and reasonable, the Committee will recommend to the Town of Front Royal Town Council that an award be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations shall then be conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

The Town Council will make the final selection and award the contract.

## **X. PUBLIC INSPECTION OF PROCUREMENT RECORDS**

Proposals submitted shall be subject to public inspection in accordance with Section 2.2-4342 and Section 2.2-3704 and 3705 of the Code of Virginia. Ownership of all data, materials, and documentation originated and prepared for the Town of Front Royal pursuant to this RFP shall belong exclusively to the Town and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of *Virginia Code* § 2.2-4342(F), in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable

## **XI. ETHICS IN PUBLIC CONTRACTING**

By submitting their proposal, all Offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or sub-contractor in connection with their proposal, and that they have not conferred with any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

## XII. LICENSES AND PERMITS

The Offeror agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity requested within this RFP; that it will procure all additional licenses, permits, or like permission required by law during the term of the Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of the Contract.

## XIII. INEPENDENT CONTRACTOR

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

## XIV. PAYMENT

### To the Prime Service Provider:

a. The Town shall promptly pay for the completed services or delivered goods described in the RFP by the required date. The required payment date shall be either: (1) the date on which payment is due under the terms of the contract, or (2) if a date is not established by the contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within twenty (20) days after the receipt of an invoice for goods or services, the Town shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the Town fails to make payment by the required payment date, the Town shall pay any finance charges assess by the supplier that shall not exceed one percent (1%) per month. Where payment is made by mail, the date of the postmark shall be deemed to be the date the payment is made.

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

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

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

All invoices shall show the applicable Purchase Order number.

d. The Service Provider shall monthly furnish an invoice to the Town for services rendered that month. All goods or services provided under this contract or Purchase Order, that are to be paid for with public funds, shall be billed by the Service Provider at the contract price, regardless of which Town department is being billed.

e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Service Providers should put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges

which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Town shall promptly notify the Service Provider, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Service Provider may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute. (*Code of Virginia § 2.2-4363*).

To Subcontractors:

a. A Service Provider awarded a contract under this solicitation is hereby obligated:

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

(2) To notify the agency and the subcontractor(s), in writing, of the Service Provider's intention to withhold payment and the reason.

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

## **XV. REPORTS**

The Service Provider shall complete, maintain, and submit to the Town all records and reports and lists of services rendered when such services are rendered.

## **XVI. SERVICES RENDERED**

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

## **XVII. TAXES**

The Service Provider shall pail all County, Town, State and Federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between the Town of Front Royal and the Service Provider, as the taxes shall be solely an obligation of the Service provider and not the Town, and the Town shall be held harmless for same by the Service Provider. The Town of Front Royal is exempt from State Sales Tax and Federal Excise Tax. A Tax Exemption Certificate indicating the Town's exempt status will be furnished by the Town of Front Royal upon request.

## **XVIII. BUSINESS LICENSE REQUIREMENT**

If a business is located in the Town of Front Royal, it is unlawful to conduct or engage in that business without obtaining a business license.

**XIX. COMPLIANCE WITH FEDERAL IMMIGRATION**

The Service Provider does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**XX. COMPLIANCE WITH STATE LAW**

The Service Provider shall comply with section 2.2-4311.2 of the Code of Virginia pertaining to foreign and domestic businesses authorized to transact business in the Commonwealth.

**XXI. TERMINATION FOR CAUSE**

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

**XXII. TERMINATION FOR CONVENIENCE**

The obligation to provide further services under the Contract may be terminated by the Town for its convenience and not for cause upon fifteen (15) days written notice. The Service Provider shall be compensated for work performed through the date of termination and for termination expenses, including any expenses directly attributable to termination and for which the Service Provider is not otherwise compensated. Termination expenses shall not, however, include loss profits on services not performed as a result of such termination for convenience.

**XXIII. NOTICE**

Any notice which is required to be given, or which may be given under the Contract, shall be sent to those mailing addresses noted in the first paragraph of the Contract. A party desiring to change its address for notice must give the other party notice of the change in accordance with the notice requirements of this Agreement; the notice of the change must be marked for the attention of the other party's legal counsel, and for the avoidance of doubt is not effective unless it is so marked.

**XXIV. NON-ASSIGNABILITY**

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

**XXV. INSURANCE**

The Service Provider shall procure and maintain the general liability insurances shown below, with the Town named as Additional Insured, for protection from claims arising out of performance of services caused by negligent, reckless, or willful error, omission or act for which the Service Provider is legally liable. The Service Provider shall deliver to the Town, upon

execution of the Contract, certificates of such insurance. Insurance shall provide for coverage effective through the date of the end of the Project.

Comprehensive General Liability Insurance, *naming the Town as Additional Insured*  
Automobile Liability, *naming the Town as Additional Insured*  
Worker's Compensation

#### **XXVI. AMOUNT OF INSURANCE REQUIRED**

Comprehensive General Liability Insurance - \$1,000,000 Minimum per Incident  
Automobile Liability Insurance - \$1,000,000 bodily injury and \$1,000,000 property damage  
Worker's Compensation – As required by the Commonwealth of Virginia

#### **XXVII. INDEMNIFICATION**

The Service Provider shall indemnify, keep and hold harmless the Town of Front Royal and its members of Council, officers, directors, agents, employees and volunteers against any and all claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgements, costs and expenses (including reasonable attorney fees) which may otherwise accrue against the Town in consequence of the granting of a contract which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgement shall be rendered against the Town in any such action, the contractor shall, at his or her own expense, satisfy and discharge the same. The contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town as herein provided. The provisions of this section shall survive the completions, terminations or expiration of the contract.

#### **XXVIII. ENTIRE CONTRACT**

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

#### **XXIX. STANDARD OF CARE**

The Service Provider shall perform the services as described by the Contract expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided

**XXX. ENFORCEMENT**

The Contract shall be governed by the laws of the State of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of the Contract shall be filed in the courts of Warren County, Virginia.

**THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL**

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal.

LEGAL NAME & ADDRESS OF FIRM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Company's Legal Name Authorized Representative - Signature in Ink

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

## RETURN OF THIS PAGE IS REQUIRED.

**PLEASE NOTE:** State Corporation Commission (SCC) registration requirements effective July 1, 2010 require that your proposal include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration, per the requirements in Sections 6.31 and 9.21. Please complete this Proof of Authority to Transact Business in Virginia form and submit it with your proposal. Failure to provide this information or providing inaccurate or purged information shall result in your proposal being rejected.

### State Corporation Commission Form

#### Virginia State Corporation Commission (SCC) Registration Information

**Pursuant to VPPA §2.2-4311.2, the bidder must include the following information:**

- is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_

**-OR-**

- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

**-OR-**

- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

**-OR-**

- is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. **Attach opinion of legal counsel to this form.**

- NOTE:** Check this circle if you have not completed any of the foregoing options but currently have pending before the SCC and application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. (The Town of Front Royal reserves the right to determine in its sole discretion whether to allow such waiver).

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT**

**“A”**

**CURRENT**

**CLASSIFICATIONS**

**AND**

**PAY GRADES**

TOWN OF FRONT ROYAL POSITIONS, Dept., Class, Pay grade			
DEPT.#	JOB TITLE	CLASS	PAY GRADE
10	Customer Service Specialist	2201	12
10	Sr. Customer Service Specialist	2202	14
10	Account Technician	2203	14
07	Administrative Assistant	1010	15
09	Administrative Assistant	1010	Parttime (15)
50	Administrative Assistant	1010	15
60	Administrative Assistant	1010	15
12	Assistant Town Attorney	1211	24
51	Asst. Manager of Electric Operations	5306	23
74	Asst. Manager of WTP	4509	21
75	Asst. Manager of WWTP	4609	21
64	Automotive Tech	4201	16
41	BAR Board	8001	Monthly
40	Board/Commissions Administrative Clerk	1016	15
42	BZA Board	8002	Monthly
71	Chief Inspector -DES	4401	17
07	Clerk of Council	1015	Parttime (22)
40	Code Enforcement Officer	2409	Parttime (20)
24	Communication Officer I	6006	program
24	Communication Officer II	6007	program
24	Communication Officer Trainee	6004	program
21	Community Relations Specialist/Office Asst.	1002	15
22	Community Resource Officer (CRO)	6003	program -p/t
07	Council Member	0702	Monthly
66	Custodian	4017	Parttime (11)
13	Customer Service Specialist	2001	Parttime(10)
40	Deputy Zoning Administrator	2408	20
50	Director of Energy Services	5320	30
60	Director of Environmental Services	4320	30
10	Director of Finance	2230	30
09	Director of Human Resources	1100	27
15	Director of Information Technology	1113	30
40	Director of Planning	2420	28
24	Dispatcher	6005	13
53	El. Line Tech A	5101	19
53	El. Line Tech B	5102	18
53	El. Line Tech C	5103	16
53	Electric Line Crew Leader	5106	20
53	Electric Line Tech Trainee	5100	13
52	Electric Meter Svc. Tech Trainee	5107	16
52	Electric Meter Tech	5001	19
52	Electric Operations Tech.	5104	16
68	Equipment Operator -Solid Waste	4005	13
72	Equipment Operator -Streets	4021	13
73	Equipment Operator -W/S Maintenance	4022	13
08	Executive Assistant	1011	24
10	Financial Analyst	2215	22
67	Horticulturist	4026	19
09	Human Resources Specialist	1110	24
15	Information Technology Specialist	1117	19
15	Information Technology Tech. Asst.	1116	Parttime (15)
12	Legal Assistant	1202	Parttime (15)
67	Maintenance Worker -Horticulture	4011	9
72	Maintenance Worker -Streets	4012	9
74	Maintenance Worker -WTP	4502	Parttime (9)
24	Manager of Communications	6010	24
51	Manager of Electric Operations	5305	24
10	Manager of Finance	2210	24
64	Manager of Fleet Svcs.	4203	24
65	Manager of General Svcs.	4316	24
15	Manager of Information Technology	1114	24
70	Manager of Infrastructure	4402	24
10	Manager of Purchasing	2120	24
09	Manager of Risk Management	1109	24

<b>FY16</b>	<b>FULL TIME EMPLOYEE</b>	
<u>GRADE</u>	<u>\$RANGE</u>	<u>\$ PER HOUR</u>
9	23046 - 36795	11.08 - 17.69
10	24190 - 38646	11.63 - 18.58
11	25417 - 40601	12.22 - 19.52
12	26686 - 42660	12.83 - 20.51
13	28059 - 44824	13.49 - 21.55
14	29452 - 47091	14.16 - 22.64
15	30971 - 49462	14.89 - 23.78
16	32531 - 51979	15.64 - 24.99
17	34174 - 54600	16.43 - 26.25
18	35880 - 57345	17.25 - 27.57
19	37710 - 60257	18.13 - 28.97
20	39603 - 63315	19.04 - 30.44
21	41600 - 66497	20.00 - 31.97
22	43721 - 69867	21.02 - 33.59
23	45926 - 73424	22.08 - 35.30
24	48256 - 77126	23.20 - 37.08
25	50710 - 81016	24.38 - 38.96
26	53248 - 85113	25.60 - 40.92
27	55952 - 89419	26.90 - 42.99
28	58801 - 93953	28.27 - 45.17
29	61776 - 98716	29.70 - 47.46
30	64896 - 103708	31.20 - 49.86

FY16	PART TIME EMPLOYEE	
GRADE	\$RANGE	\$PER HOUR
5	17992 - 28766	8.65 - 13.83
6	18907 - 30222	9.09 - 14.53
7	19864 - 31740	9.55 - 15.26
8	20862 - 33342	10.03 - 16.03
9	21923 - 35027	10.54 - 16.84
10	23025 - 36795	11.07 - 17.69
11	24190 - 38646	11.63 - 18.58
12	25417 - 40601	12.22 - 19.52
13	26707 - 42660	12.84 - 20.51
14	28059 - 44824	13.49 - 21.55
15	29494 - 47091	14.18 - 22.64
16	30971 - 49483	14.89 - 23.79
17	32532 - 51979	15.64 - 24.99
18	34174 - 54600	16.43 - 26.25
19	35900 - 57366	17.26 - 27.58
20	37710 - 60278	18.13 - 28.98
21	39603 - 63315	19.04 - 30.44
22	41620 - 66518	20.01 - 31.98
23	43721 - 69888	21.02 - 33.60
24	45947 - 73424	22.09 - 35.30
25	48276 - 77126	23.21 - 37.08
26	50710 - 81036	24.38 - 38.96
27	53268 - 85134	25.61 - 40.93
28	55972 - 89440	26.91 - 43.00
29	58801 - 93974	28.27 - 45.18
30	61776 - 98737	29.70 - 47.47

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