



## REGULAR TOWN COUNCIL MEETING

Monday, February 10, 2020 @ 7:00pm  
Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Appoint Temporary Clerk - *I move that Town Council appoint and recognize Tina Presley as Clerk of the Front Royal Town Council pro tempore for the meeting of Front Royal Town Council on February 10, 2020 Regular Meeting and Work Session; and for such additional and further meetings and times that are a continuation of the February 10, 2020 meetings at his/her services such as Clerk pro tempore may be needed.*
4. Roll Call
5. Approval of the Regular Council Meeting minutes of January 27, 2020 and Special Meeting Minutes of February 3, 2020.
6. Receipt of Petitions and/or Correspondence from the Public
7. Reports:
  - a. Report of special committees or Town Officials and Interim Town Manager  
**\* Report from County Administrator Doug Stanley**
  - b. Requests and inquiries of Council members.
  - c. Report of the Mayor
  - d. Proposals for addition/deletion of items to the Agenda.
8. **CONSENT AGENDA ITEMS – (ROLL CALL VOTE REQUIRED) NONE**
9. **COUNCIL APPROVAL** – Executive Search Firm

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### TOWN COUNCIL WORK SESSION

*Immediately following Regular Meeting*

1. Resolution re: Second Amendment Sanctuary – *Town Attorney*
2. CLOSED MEETING – Personnel

#### **Motions to Go Into Closed Meeting:**

I move that the Mayor and Council go into Closed Meeting for discussion and consideration of assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body, pursuant to Section 2.2-3711. A. 1. of the Code of Virginia.

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

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

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*While the Clerk of Council attended the meeting of January 27, 2020, she was unavailable to transcribe and present the minutes for Council's approval tonight. To document the actions of Council information below only reflect those items that were approved, their motions and the vote.*

The regular meeting of the Town Council of the Town of Front Royal, Virginia was held on January 27, 2020, in the Warren County Government Center's Board Meeting Room. Mayor Tewart led Council and those attending in the Pledge of Allegiance to the flag and a Moment of Silence. The roll was called at 7:00 p.m.

According to the recorded video tape taken contemporaneously at the meeting the following Mayor and Town Council members were present in person at the meeting for a recorded roll call called by the Clerk of Town Council, Jennifer E. Berry at the start of the meeting.

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

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*The Regular Council Meeting minutes of January 13, 2020 were approved as presented*

Vote: Yes - Unanimous  
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**CONSENT AGENDA ITEMS**

**A. COUNCIL APPROVAL – Waiver of Zoning Permit Fee for Churches Participating in the Front Royal Thermal Shelter Program**

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

**B. COUNCIL APPROVAL – Waiver of Water and Sewer Connection Fees for Duplex at Corner of Brown Avenue and Cherrydale Avenue – Habitat for Humanity**

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

**C. COUNCIL APPROVAL – Acceptance of Funds to Complete Improvements to Intersection of W. 17<sup>th</sup> Street and N. Shenandoah Avenue for Sheetz Project**

*Accepted the Developer's Cash Escrow Agreement between Sheetz, Inc. and the Town of Front Royal in the amount of \$23,322 for the Town to complete the W. 17<sup>th</sup> Street and Shenandoah Avenue Intersection*

*Improvements, by adding a slip-lane and to acquire 479 square feet of right-of-way from the adjacent bank property within two years.*

**D. COUNCIL APPROVAL – Approved the purchase of Neptune R9001 E-Coder Radio Read Water Meters from Core & Main in the amount of \$176,200.50.**

*Approved the purchase of Neptune R9001 E-Coder Radio Read Water Meters from Core & Main in the amount of \$176,200.50.*

*The consent agenda was approved as presented ..... Vote: Yes - Unanimous*

**COUNCIL APPROVAL – Amend. to Employee Handbook – Inclement Weather Policy**

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

*Approved an amendment to the Inclement Weather Policy to be included in the Employee Handbook as presented.*

Vote: Yes - Unanimous

**Inclement Weather Policy**

XV. Inclement Weather

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

**POLICY**

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

**DEFINITIONS**

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

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

**PROCEDURES** Operating Status:**OPEN**

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

Regardless of whether the facility is open or closed, it is each employee's decision as to whether it is safe to report to work during inclement weather. Employees must advise their manager or supervisor as soon as possible if they are unable to report to work due to inclement weather.

**CLOSURE OR DELAYED OPENING**

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

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

**IMPORTANT**

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

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

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

There being no further business, Council adjourned the meeting.

Respectfully Submitted by Tina Presley, Sr. Executive Assistant

Approved by Council February 10, 2020



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

**Item # 9**

**Meeting Date: February 10, 2020**

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**Agenda Item:** COUNCL APPROVAL – Executive Search Firm for Town Manager

**Summary:** Council received seven (7) responses to the RFP (Request for Proposals) for an Executive Search Firm to assist in selecting the next Town Manager. After interviewing the short-listed firms on January 21, 2020, Council is requested to approve a Contract for Services with Baker Tilly in the amount of \$24,500.

**Budget/Funding:** Human Resources line item 1202-43002

**Attachments:** Memorandum from Purchasing Manager and Contract for Services,

**Meetings:** Work Session held January 21, 2020

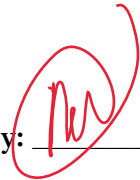
**Staff**

**Recommendation:** Approval\_\_\_\_\_ Denial\_\_\_\_\_

**Proposed Motion:** I move that Council approve a Contract for Services from Baker Tilly as the Executive Search Firm to assist Council in selecting the next Town Manager in the amount of \$24,500. I further move to direct the Town Manager to execute all documents.

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

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

**Approved By:**  \_\_\_\_\_





# Town of Front Royal, Virginia

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Purchasing, Department of Finance

## MEMORANDUM

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**Date:** February 5, 2020  
**To:** Tina Presley, Senior Executive Assistant  
**From:** Alisa Scott, Purchasing Manager  
**RE:** Request to add action item to Town Council Agenda

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Purchasing received a request from Town Council to competitively negotiate for an executive search firm to recruit the next Town Manager. On December 4, 2019, the Town received seven (7) proposals. After interviewing the short-listed firms, Town Council recommended Baker Tilly's proposal.

Town Council is requested to award the contract for an executive search firm to Baker Tilly in the amount not to exceed \$24,500. Attached to this memo is a copy of the Town's standard contract and Attachment A – Pricing and Scope of Services. Please add this action item to award the contract to Council's February 10<sup>th</sup>, 2020 Regular Meeting.

Funding has been budgeted for and is available in the Human Resources line item 1202-43002.

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



## CONTRACT FOR SERVICES

**THIS CONTRACT FOR SERVICES** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **THE TOWN OF FRONT ROYAL, VIRGINIA**, a Municipal Corporation, whose address is 102 East Main Street, Front Royal, Virginia 22630 (hereinafter referred to as the “Town”), and **BAKER TILLY VIRCHOW KRAUSE, LLP**, a state of Illinois Corporation, whose street address is 205 North Michigan Avenue, Chicago, IL 60601-5927, and whose mailing address is SAME (hereinafter called the “Independent Contractor”).

### **WITNESSETH:**

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

#### **1. Place of Service Performance/Delivery:**

PER RFP #42-2019 EXECUTIVE SEARCH FOR TOWN MANAGER POSITION

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

**3. Term of Contract:** This Contract shall be in effect beginning with the date of the final signature on the contract and continuing (if not otherwise terminated pursuant to the terms of this agreement) until final approval by the Town of the service performed.

#### **4. Payment:**

a. The Town shall promptly pay the sum of TWENTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$24,500) for the completed services or delivered goods described in RFP #42-2019 EXECUTIVE SEARCH FOR TOWN MANAGER POSITION by the required date. The required payment date shall be either: (1) the date on which payment is due under the terms of the contract, or (2) if a date is not established by the contract, not more than forty-five

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

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

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

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

**All invoices shall show the applicable Purchase Order number.**

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

e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Independent Contractors should put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, The Town shall promptly notify the Independent Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. An Independent Contractor may not institute legal action unless a

settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute. (*Code of Virginia* § 2.2-4363).

To Subcontractors:

a. An Independent Contractor awarded a contract under this solicitation is hereby obligated: (1) To pay the subcontractor(s) within seven (7) days of the Independent Contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

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

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

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

**6. Services Rendered:** PER RFP #42-2019 EXECUTIVE SEARCH FOR TOWN MANAGER POSITION. The Independent Contractor shall perform all services to be rendered pursuant to this Contract at the location specified above. The Independent Contractor agrees to maintain all facilities and equipment used by the Independent Contractor under this Contract in clean, sanitary, and safe condition and free from defects of every kind.

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

**8. Independent Contractor:** The Independent Contractor understands and agrees that the relationship of the Independent Contractor to the Town arising out of this Contract shall be that of

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

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

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

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

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

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

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

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

**11. Compliance with State Law:** The Independent Contractor shall comply with section 2.24311.2 of the Code of Virginia pertaining to foreign and domestic businesses authorized to transact business in the Commonwealth.

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

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

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

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

15. **Notice:** Any notice which is required to be given, or which may be given under this Contract, shall be sent to those mailing addresses noted in the first paragraph of this Contract.
16. **Non-Assignability:** Independent Contractor understands that this Contract is a contract with the professional services of the Independent Contractor and that it is made by the Town in reliance on the Independent Contractor's personal skills and knowledge in the activity to be conducted and as represented by the Independent Contractor. Accordingly, this Contract is nonassignable by the Independent Contractor without the express written advance permission of the Town.
17. **Insurance:** The Independent Contractor shall procure and maintain the general liability insurances shown below, with the Town names as Additional Insured, for protection from claims arising out of performance of services caused by negligent, reckless, or willful error, omission or act for which the Independent Contractor is legally liable. The Independent Contractor shall deliver to the Town, upon execution of this Agreement, certificates of such insurance. Insurance shall provide for coverage effective through the date of the end of the Project.

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

Automobile Liability, *naming the Town as Additional Insured*

Worker's Compensation

**18. Amount of Insurance Required:**

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

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

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

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

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

20. **Entire Contract:** This Contract constitutes the entire agreement between the parties pertaining to the subject matter of this Contract and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of this Contract shall be effective unless made in writing and signed by both parties.
21. **Force Majeure:** The Independent Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Independent Contractor, and outside and beyond the scope of the Independent Contractor's then current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.
22. **Antitrust:** By entering into this Contract, the Independent Contractor conveys, sells, assigns and transfers to the Town of Front Royal all rights, title, and interest in and to all causes of action the Independent Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the Town of Front Royal under this Contract.
23. **Additional Terms and Conditions:** The following attachments are made a part of this Contract and are incorporated herein:

(1) RFP #42-2019 EXECUTIVE SEARCH FOR TOWN MANAGER POSITION



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

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

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

(SEAL)

TOWN OF FRONT ROYAL, VIRGINIA

Attest: \_\_\_\_\_

BY: \_\_\_\_\_

Type Name: \_\_\_\_\_

Type Name: Matthew Tederick

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

Title: Interim Town Manager

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

(SEAL)

INDEPENDENT CONTRACTOR:

Attest: \_\_\_\_\_

\_\_\_\_\_

INDEPENDENT CONTRACTOR NAME

\_\_\_\_\_

Type Name: \_\_\_\_\_

BY: \_\_\_\_\_

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

Type Name: \_\_\_\_\_

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
DOUGLAS W. NAPIER, TOWN ATTORNEY

DATE: \_\_\_\_\_

**WORK**

**SESSION**



## Work Session Agenda Form

Item # 1

DATE: February 10, 2020

**AGENDA ITEM:** Resolution re: Second Amendment Sanctuary

**SUMMARY:** Council requested a Resolution for the Town of Front Royal to be a Second Amendment Sanctuary and for that Resolution to mirror Warren County's Resolution that was approved December 10, 2019 (attached)

The Resolution will be forthcoming as it was not complete at the time of processing the agenda.

**BUDGET/FUNDING:** None

**STAFF RECOMMENDATION:** Council takes desired action

Work Session

# RESOLUTION



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## ***of the Board of Supervisors of Warren County Declaring Warren County to be a Second Amendment Sanctuary***

WHEREAS, the Constitution of the United States is the supreme law of our nation;  
and

WHEREAS, the Second Amendment to the Constitution states, “a well-regulated militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed”; and

WHEREAS, the U.S. Supreme Court found in *Miranda v. Arizona*, 384 U.S. 436 (1966), that, “where rights secured by the Constitution are involved, there can be no rule making or legislation which would abrogate them”; and

WHEREAS, the U.S. Supreme Court in the *District of Columbia v. Heller*, 554 U.S. 570 (2008), affirmed that the Second Amendment right to keep and bear arms is not connected in any way to service in a militia; and

WHEREAS, the U.S. Supreme Court in *United States v. Miller*, 307 U.S. 174 (1939), stated that firearms that are part of ordinary military equipment with use that could contribute to the common defense are protected by the Second Amendment; and

WHEREAS, the Fourteenth Amendment to the Constitution states, “no State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws”; and

WHEREAS, the U.S. Supreme Court in *McDonald v. City of Chicago*, 561 U.S. 742 (2010), affirmed that a person’s Second Amendment right to “keep and bear arms” is further secured by the “due process” and the “privileges and immunities” clauses of the Fourteenth Amendment. This decision also protects rights closely related to the Second Amendment, namely the right to manufacture, transfer, purchase, and sell firearms, accessories, and ammunition; and

WHEREAS, the Tenth Amendment to the Constitution states, “the powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the People”; and

WHEREAS, the U.S. Supreme Court found in *Printz v. United States*, 521 U.S. 898 (1997), that the Federal government cannot compel law enforcement officers of the States to enforce federal laws as it would increase the power of the Federal government far beyond that which the Constitution intended; and

WHEREAS, Article I, Section 13, of the Commonwealth of Virginia Constitution states: “That a well-regulated militia, composed of the body of the people, trained to arms, is the proper, natural, and safe defense of a free state, therefore, the right of the people to keep and bear arms shall not be infringed”; and

WHEREAS, due to dual sovereignty of the U.S. Constitution, the Federal government has no authority to enforce state laws and States cannot be compelled to enforce Federal laws; and

WHEREAS, the last protectors of the U.S. Constitution are the County Sheriffs and “we the people of the United States of America” and our ability to fulfill that role successfully rests on our Second Amendment rights; and

WHEREAS, the Warren County Board of Supervisors wishes to express opposition to any law that would unconstitutionally restrict the rights of the citizens of Warren County to keep and bear arms; and

WHEREAS, certain legislation that has or may be introduced in the Virginia General Assembly, and certain legislation which has or may be introduced in the United States Congress could have the effect of infringing on the rights of law-abiding citizens to keep and bear arms, as guaranteed by the Second Amendment to the United States Constitution and Article I, Section 13 of the Constitution of Virginia.

NOW THEREFORE, BE IT RESOLVED by the Warren County Board of Supervisors that the County of Warren, Virginia is hereby declared to be a Second Amendment Sanctuary in order to preserve for the People of, on, and in Warren County, their rights guaranteed by the Constitution of the United States of America; and

BE IT FURTHER RESOLVED that the Warren County Board of Supervisors hereby expresses its intent that public local funds of the County shall not be used to unconstitutionally restrict the Second Amendment rights of the citizens of Warren County, or to aid federal or state agencies in the unconstitutional restriction of said rights; and

BE IT FINALLY RESOLVED that the Warren County Board of Supervisors hereby declares its intent to oppose any infringement on the right of law-abiding citizens to keep and bear arms using such legal means as may be expedient and further affirms the United States Bill of Rights.

Adopted: December 10, 2019

## **RESOLUTION**

### **Of the Town Council of the Town of Front Royal, Virginia declaring the Town of Front Royal to be a Second Amendment Sanctuary**

**WHEREAS**, the Constitution of the United States is the supreme law of the United States; and

**WHEREAS**, the Second Amendment to the United States Constitution states, “a well-regulated militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed”.

**WHEREAS**, the U.S. Supreme Court found in *Miranda v. Arizona*, 384 U.S. 436 (1966), that, “where rights secured by the Constitution are involved, there can be no rule making or legislation which would abrogate them”.

**WHEREAS**, the U.S. Supreme Court in the *District of Columbia v. Heller*, 554 U.S. 570 (2008), affirmed that the Second Amendment right to keep and bear arms is not connected in any way to service in a militia.

**WHEREAS**, the U.S. Supreme Court in *United States v. Miller*, 307 U.S. 174 (1939), stated that firearms which are part of ordinary military equipment that could contribute to the common defense and are protected by the Second Amendment.

**WHEREAS**, the Fourteenth Amendment to the United States Constitution states, “no State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws”.

**WHEREAS**, the U.S. Supreme Court in *McDonald v. City of Chicago*, 561 U.S. 742 (2010), affirmed that a person’s rights under the Second Amendment to the United States Constitution to “keep and bear arms” is further secured by the “Due Process” and specifically the “Privileges and Immunities” clauses of the Fourteenth Amendment of the Constitution. This decision further protects rights closely related to the Second Amendment rights, specifically the right to manufacture, transfer, purchase, and sell firearms, related accessories, and ammunition.

**WHEREAS**, the Tenth Amendment to the United States Constitution states, “the powers not delegated to the United States by the Constitution, nor prohibited by it to the states, are reserved to the States respectively, or to the People”.

**WHEREAS**, the U.S. Supreme Court held in *Printz v. United States*, 521 U.S. 898 (1997), that the Federal government cannot compel law enforcement officers of the States to enforce federal laws, as that would increase the power of the Federal government beyond that which the Constitution intended.

**WHEREAS**, Article I, Section 13, of the Constitution of Virginia states: “That a well-regulated militia, composed of the body of the people, trained to arms, is the proper, natural, and safe defense of a free state, therefore, the right of the people to keep and bear arms shall not be infringed; that standing armies, in time of peace, should be avoided as dangerous to liberty; and in all cases the military should be under strict subordination to, and governed by, the civil power.”

**WHEREAS**, Town Council of the Town of Front Royal expresses opposition to any law, or any interpretation of law, that would unconstitutionally restrict the rights of the citizens of the Town of Front Royal to keep and bear arms; and

**WHEREAS**, certain legislation may be introduced in the Virginia General Assembly, and certain legislation may be introduced in the Congress of the United States could have the effect of infringing on the rights of law-abiding citizens to keep and bear arms, as guaranteed by the Second Amendment to the United States Constitution and Article I, Section 13 of the Constitution of Virginia.

**NOW THEREFORE, BET IT RESOLVED** by the Town Council of the Town of Front Royal that the Town of Front Royal, Virginia is hereby declared to be a Second Amendment Sanctuary Town in order to preserve for the People of, on, and in the Town of Front Royal their rights guaranteed by the Constitutions of the United States of America and of the Commonwealth of Virginia; and

**BE IT FURTHER RESOLVED** that the Town Council of the Town of Front Royal hereby declares its intent to oppose any infringement on the right of law-abiding citizens to keep and bear arms as secured by the Constitutions of the United States of America and of the Commonwealth of Virginia.

**FURTHER, BE IT RESOLVED** that the Town Attorney is hereby further directed to take all lawful, necessary, and appropriate actions to enforce and carry out this Resolution.

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This Resolution was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on \_\_\_\_\_, 2020, upon the following recorded vote:

APPROVED:

\_\_\_\_\_  
Eugene R. Tewalt, Mayor

*Town Council Members:*

Attest:

Lori A. Cockrell \_\_\_\_\_  
Gary L. Gillispie \_\_\_\_\_  
Chris W. Holloway \_\_\_\_\_

Jacob L. Meza \_\_\_\_\_  
William A. Sealock \_\_\_\_\_  
Letasha T. Thompson \_\_\_\_\_

\_\_\_\_\_  
Tina Presley, Clerk of Council Pro Tempore

Approved as to form and legality:

\_\_\_\_\_  
Douglas W. Napier, Town Attorney