



REGULAR TOWN COUNCIL MEETING

Monday, July 13, 2020 @ 7:00pm
Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of Minutes
 - Regular Council Meeting Minutes of June 22, 2020
 - Special Meeting Minutes of June 30, 2020
 - Work Session Minutes of July 2, 2020
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
 - a. Report of special committees or Town Officials and Interim Town Manager
 - * Stars of the Month for April/May 2020
 - * Pinning of Police Officer – Chief Magalis
 - b. Requests and inquiries of Council members.
 - c. Report of the Mayor
 - d. Proposals for addition/deletion of items to the Agenda.
7. **CONSENT AGENDA ITEMS** – (ROLL CALL VOTE REQUIRED)
 - A. COUNCIL APPROVAL – Revise CDBG Façade Improvement Program Design Grant Limit
 - B. COUNCIL APPROVAL – Liaison Committee Meeting Items
 - C. COUNCIL APPROVAL – Second Quarter Write-Off for Bad Debt
 - D. COUNCIL APPROVAL – Electronic Time-Keeping System
 - E. COUNCIL RE-APPOINTMENT – Planning Commission – Gordon
8. **PUBLIC HEARING** – FY2021 Budget Amendment to Receive Funds from the County of Warren related to the CARES Act Equitable Distribution.
9. **COUNCIL APPROVAL** – Agreement with Chamber of Commerce for Economic Recovery Assistance Administration & Distribution
10. **COUNCIL APPROVAL** – An Ordinance to Amend Chapter 16 – Industrial Development Authority (2nd Reading)
11. **COUNCIL APPROVAL** – VESTA 9-1-1 Phone System for Police Department
12. **COUNCIL APPROVAL** – Replacement In-Car and Body-Worn Cameras for Police Dept.
13. **COUNCIL APPROVAL** – Avtec Radio Consoles for Police Department
14. **COUNCIL APPROVAL** – Resolution for Employee Appreciation Day
15. **CLOSED MEETING** - Personnel

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The regular meeting of the Town Council of the Town of Front Royal, Virginia was held on June 22, 2020, in the Warren County Government Center with the Pledge of Allegiance led by Councilman Thompson and a Moment of Silence led by the Vice Mayor

ROLL CALL for MAYOR/TOWN COUNCIL

PRESENT:

Vice Mayor William A. Sealock
Councilman Lori A. Cockrell
Councilman Chris W. Holloway
Councilman Jacob L. Meza
Councilman Letasha T. Thompson
Town Attorney Douglas W. Napier
Interim Town Manager Matthew A. Tederick
Clerk of Council Tina L. Presley

ABSENT:

Mayor Eugene R. Tewalt

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

APPROVAL OF MINUTES

Councilman Meza moved, seconded by Councilman Thompson to approve the Regular Council Meeting Minutes of June 8, 2020 and Work Session Minutes of June 1, 8, 15 and 16, 2020, as presented

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

ROLL CALL

RECEIPT OF PETITIONS AND/OR CORRESPONDENCE FROM THE PUBLIC

Paul Aldrich, 256 Orchard Street, presented to the Chief of Police on behalf of the Town of Front Royal and the Warren County Second Amendment Commission, a Certificate of Appreciation for him and his officers for keeping the Town safe and working with the Commission.

Ed Irre, 705 Woodlawn Avenue, expressed appreciation to several Town employees on various incidents that occurred within the past year. They included: 1) the water and sewer maintenance crews who were called out to his neighborhood on two separate occasions to fix a water break in the middle of the night and stayed with the repair until it was completed and that everyone in the neighborhood had water pressure again; 2) the electric crew who replaced a telephone pole in the middle of the night due to a vehicle accident and his electricity was restored by morning; 3) the yard waste collection crew who took the time to place the lids to his cans under the cans so they wouldn't blow away on a very windy day; and 4) the police officer that was courteous when he pulled him over for a traffic violation. He concluded that the Town of Front Royal is impressive and the people who work for the Town are impressive.

Mayor Initial ____

Linda Allen, 15 Massie Street, agreed with Mr. Irre. She also opined that false statements were made to the public by Council and/or Interim Town Manager regarding the EDA not helping the Town in the last 15 years. She gave a brief overview of all the projects the EDA has participated in within the Town.

Bruce Rappaport, 300 W Main Street, voiced concern over the need of two EDAs, especially since the former “players” were gone and the current director’s capability of handling the EDA moving forward. Mr. Rappaport noted that Front Royal was recently being compared to Sedona, Arizona and Asheville, North Carolina and cautioned against the comparison as it was not realistic.

Samuel Porter and Stevi Hubbard, 216 Fletcher Street, members of Front Royal Unites, recognized the Chief of Police an “awesome person” for helping him and others organize another peaceful march last weekend. He reminded Council of his group’s mission to “build bridges and not burn them” and voiced appreciation to Town Staff for going “above and beyond”. Ms. Hubbard voiced her positive experience working with Mr. Tederick and the Chief of Police and look forward to working with them in the future.

REPORTS

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

Northern Shenandoah Valley Regional Commission’s (NSVRC) Executive Director Brandon Davis gave a brief explanation of the function of the NSVRC and one of their current focuses – Recycling. He advised that a Regional Commission Feasibility Study was conducted that included various localities who were facing challenges with recycling efforts. He noted that the private sector has shifted somewhat recognizing the need for a Solid Waste Regional Technical Committee that will focus on the private sector and role of government in areas of recycling.

Mr. Tederick thanked Mr. Irre for his kind words and true recognition of Town employees, noting that the Water and Sewer Maintenance Crew had been short staffed during COVID-19 but have stepped up to the plate. He voiced appreciation to Supervisor Tony Rogers and Director Robbie Boyer on how they run their departments.

Mr. Tederick thanked Mr. Porter and Ms. Hubbard of Front Royal Unites for their comments and noted they have great ideas for improvements in our community. He also noted that Front Royal Unites has done everything they said they would do and look forward to working with them in the future.

Mr. Tederick advised that utility disconnects and credit card fees would be reinstated on July 1, 2020. He briefed Council on a timeline of when the disconnects began and how Staff is placing notice of reinstatement through various forms of media. He suggested that any customer needing help paying a bill to contact the Finance Department. Vice Mayor Sealock reiterated that staff is working closely with customers.

b. Requests and inquiries of Council members

Councilman Meza addressed Ms. Allen’s comments about false statements made by Council. He reflected on the Town’s relationship with the EDA and why there is a lack of trust. He agreed with Mr. Rappaport that the current EDA Executive Director Doug Parsons is an asset and one that he was looking forward to working with. He voiced disappointment that Council “continues

to be villainized for being guarded about their next steps when the past was not caused by Council but caused by lack of oversight of the EDA and the embezzlement of funds unchecked by many different departments – not Town Council.”

Councilman Cockrell thanked Mr. Irre for his comments regarding the Town employees and taking the time to attend the meeting tonight to advise Council of his appreciation.

c. Report of the Mayor – Absent

d. Proposals for addition/deletion of items to the Agenda – None

Matt advised Council that 7A had the wrong name listed on the vendor spread sheet but was correct in the motion.

CONSENT AGENDA ITEMS –

COUNCIL APPROVAL – Bid for Cable for Leach Run Parkway

Council approved the award of a bid to WESCO for brand name Okonite cable for the Leach Run Parkway in the amount of \$58,176.00 to continue installation for the New Warren Memorial Hospital to John Marshall Highway and to provide a redundant loop in the event of an emergency.

COUNCIL REFER TO PLANNING COMMISSION – Blighted Buildings on Non-Conforming Lots

Council approved to refer to the Planning Commission a review of Town Code Chapter 175 that would allow blighted buildings on non-conforming lots to rebuild in all zoning districts of Town.

COUNCIL APPROVAL – Contract for On-Call Civil Engineering

Council approved the award of a contract for on-call civil engineering services to be awarded to RK&K, as presented.

COUNCIL APPOINTMENT – Award for Asphalt Repairs

Council approved the award to General Excavations in the amount of \$29,157.50 for the completion of asphalt repairs at the intersection of Rt 522 North and Fairgrounds Road after a major water break.

Councilman Meza moved seconded by Councilman Thompson to approve the Consent Agenda as presented.

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

No – N/A

Abstain – N/A

Absent – N/A

ROLL CALL

Mayor Initial _____

COUNCIL APPROVAL – An Ordinance to Amend Chapter 16 – Industrial Development Authority (*1st Reading*)

Clerk of Council Presley read the summary: Council is requested to affirm on its first reading an ordinance to amend and re-enact Town Code Chapter 16 – Industrial Development Authority. If approved during the second reading a Front Royal Economic Development Authority will be established.

Vice Mayor Sealock opened the public hearing

Linda Allen suggested that the Town and County work together and save money, noting that cooperation is needed to succeed. She reminded Council that Town citizens are County citizens.

Bruce Rappaport opined that he did not see the Town having its own EDA. He suggested that Council work collaboratively with the County and EDA rather than “reconstruct the wheel”.

Vice Mayor Sealock closed the Public Hearing,

Councilman Gillispie moved seconded by Councilman Meza that Council affirm on its first reading an ordinance to amend and re-enact Town Code Chapter 16 – Industrial Development Authority, as presented.

Councilman Meza thanked Ms. Allen and Mr. Rappaport for expressing their views. He gave a brief “history” of the Town and former EDA’s relationship. He reminded the public that the Town is currently in a lawsuit with the EDA which makes it difficult to have a relationship; and forming its own EDA can be an avenue until everything is settled. He also mentioned that with the overseeing of the CARES Act funding, businesses would benefit with a Front Royal EDA assisting with distribution.

Councilman Cockrell expressed hope for a positive relationship with the County. She noted that the item tonight is an opportunity for the Town to establish its own EDA and that it doesn’t mean that it would exist forever. She shared some of the same concerns spoken tonight and remained hopeful and optimistic that the Town and County could work together in the future

Councilman Thompson voice concern of writing a “blank check” since a director would require a 6-figure salary with administrative support. She advised that she had not heard from any citizens that support a Town EDA and that the Chamber of Commerce will be assisting with the CARES Act funding.

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie, Holloway and Meza

No – Councilman Thompson

Abstain – N/A

Absent – N/A

ROLL CALL

Mayor Initial ____

COUNCIL APPROVAL – Re-solicit Purchase of Chemicals for Water/Wastewater Plants

Clerk of Council Presley read the summary: On June 8, 2020 Council approved the award of a bid to purchase various water and wastewater treatment chemicals. Since that time the Purchasing Department has determined an error in the bidding process. Council is requested to approve re-soliciting the purchase of these chemicals saving the Town over \$60,000.

Councilman Meza moved seconded by Councilman Holloway that Council approve re-soliciting the purchase of chemicals for the Water and Wastewater Treatment Plants.

Councilman Cockrell thanked Alisa Scott Purchasing Officer and BJ Wilson Finance Director for saving the Town money.

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

ROLL CALL

COUNCIL APPROVAL – Resolution of Appreciation for William “Willie” Huck

Clerk of Council Presley read the summary: Council is requested to consider approval of a Resolution of Appreciation to William “Willie” Huck for his dedication, hard work and volunteerism during “Downtown Rebound”, as presented.

Councilman Thompson moved seconded by Councilman Meza that Council approve a Resolution of Appreciation to William “Willie” Huck for his dedication, hard work and volunteerism during “Downtown Rebound”, as presented.

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

ROLL CALL

Clerk of Council Presley read the following resolution before Vice Mayor Sealock presented Mr. Huck with the framed Resolution.

WHEREAS, the Front Royal Town Council and Town Staff has seen a significant need to assist businesses in the Town of Front Royal since March 23, 2020 when Governor Northam’s Executive Order 53 was executed affecting upon all businesses in the Commonwealth of Virginia; and,

WHEREAS, on May 8, the Governor’s Order 61 eased the restrictions on certain businesses to reopen with restrictions; and,

WHEREAS, identifying the need to serve the community, Town Staff and Council agreed to allow businessman Mr. William “Willie” Huck owner of Family Fun Day, Inc. and C & C Frozen Treats volunteer to help the

Mayor Initial ____

Town organize an event (Downtown Rebound) that would allow restaurants and other businesses to move their business onto the street to improve customer attendance and stay within the Governor's Orders, and,

***WHEREAS**, Mr. Huck took on the responsibility of setting up chairs, tables, tents and numerous other services for his fellow businessmen in the Downtown Area of Front Royal without hesitation for three weekends in a row; and,*

***NOW THEREFORE BE IT RESOLVED**, that the Mayor on behalf of the Front Royal Town Council recognize and appreciate William "Willie" Huck for all his dedication, hard work and volunteerism to make sure "Downtown Rebound" was a complete success for our community and businesses.*

COUNCIL APPROVAL – Joint Tourism Option Between County and Town

Clerk of Council Presley read the summary: In 2017, a Memorandum of Agreement (MOA) was adopted between the Town of Front Royal and the County of Warren for a Front Royal/Warren County Joint Tourism Advisory Committee to advise, assist, support and advocate for tourism policies, programs, and activities to market and promote Front Royal and Warren County. This Committee was to serve as the "local tourism industry organization" referred to in State Code Section 58.1-3819, as amended. On May 19, 2020, the Joint Tourism Advisory Committee met and presented "Tourism Research & Steps to Move Forward" that included four options for the entities to choose from. The County Board of Supervisors met Tuesday, June 16, 2020 and voted to move forward with Option #3A, a fully contracted out joint Tourism Program with the Town of Front Royal. Council is requested to consider approval of Option #3A of the Front Royal/Warren County Joint Tourism Advisory Committee's Proposal, as presented.

Councilman Gillispie moved seconded by Councilman Thompson that Council approve moving forward with Option#3A, a fully contracted out Joint Tourism Program with the County of Warren, as presented in the Proposal of May 19, 2020.

Councilman Thompson explained that her and Councilman Gillispie served on the Committee and that her understanding was to approve Option #3A with the intent to move to Option #3B once it was possible.

Councilman Meza thanked Councilmen Thompson and Gillispie for working with the County on this Committee, pointing out this was an excellent example of the two entities collaborating together on initiatives that impact both the Town and the County.

Councilman Gillispie thanked Board of Supervisors Oates and Cullers for working with the him and Councilman Thompson on the Committee. He reiterated that they were starting with Option #3A and then moving to Option #3B.

Vice Mayor Sealock confirmed that there was \$50,000 budgeted for tourism advertising.

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

No – N/A

Abstain – N/A

Absent – N/A

ROLL CALL

Mayor Initial ____

CLOSED MEETING – Personnel and EDA Lawsuit

Councilman Cockrell moved seconded by Councilman Meza that Town Council go into Closed Meeting for the following reasons:

- (1) To discuss and consider the assignment, appointment, promotion, performance and salaries of specific public officers, appointees, or employees of the Town, pursuant to Section 2.2-3711. A. 1. of the Code of Virginia.*
- (2) To consultation with legal counsel and staff members regarding actual litigation concerning the Town's ongoing lawsuit against the EDA, where such consultation or briefing in Open Meeting would adversely affect the negotiating or litigating posture of Town Council; ; pursuant to Section 2.2-3711. A. 7. of the Code of Virginia.*

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

No – N/A

Abstain – N/A

Absent – N/A

ROLL CALL

The Mayor adjourned this portion of the meeting at 8:01pm.

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:]*

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

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

No – N/A

Abstain – N/A

Absent – Mayor Tewalt

ROLL CALL

Signatures following page

Mayor Initial ____

APPROVED:

Eugene R. Tewalt, Mayor

ATTEST:

Tina L. Presley Clerk of Council

Councilman _____ moved, seconded by _____ approved the Regular Council Meeting minutes of June 22, 2020 on July 13, 2020.

Mayor Initial ____

A Special Meeting of the Town Council of the Town of Front Royal, Virginia was held on June 30, 2020, in the Warren County Government Center.

ROLL CALL for MAYOR/TOWN COUNCIL

PRESENT:

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

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

COUNCIL APPROVAL – Agreement for Interim Town Manager

Clerk of Council Presley read the summary: Interim Town Manager Matthew A. Tederick's current contract with the Town of Front Royal expires July 1, 2020. Council is requested to approve an Agreement for Employment with Mr. Tederick until such time a new Town Manager is appointed.

Councilman Holloway moved seconded by Councilman Gillispie that Council approve an Agreement for Employment with Mr. Tederick until such time a new Town Manager is appointed.

Councilman Thompson clarified that the agreement was for month-to-month and that the contract would be available tonight after the meeting.

Councilman Meza noted that the Town was saving money under the current contract since no benefits were being paid out; however, with the agreement Mr. Tederick will become an employee with benefits.

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie, Holloway, Meza and Thompsons

No – N/A

Abstain – N/A

Absent – N/A

ROLL CALL

COUNCIL APPROVAL – Reservations of Rights Agreement with the EDA and County of Warren

Clerk of Council Presley read the summary: The County of Warren has asked the Town of Front Royal to make a good faith payment for the disputed July 1, 2020 payment for a loan incurred by the Economic Development Authority (EDA) in constructing and financing the construction of the Town of Front Royal Police Department and the Town has agreed, subject to the terms and

Mayor Initial ____

conditions stated in the Reservation of Rights Agreement. Council is requested to approve the Reservation of Rights Agreement as presented.

Councilman Cockrell moved, seconded by Councilman Thompson that Council approve a “Reservations of Rights Agreement” with the Economic Development Authority (EDA) and the County of Warren as presented, to make a good faith payment for the disputed July 1, 2020 payment for a loan incurred by the EDA in constructing and financing the construction of the Town of Front Royal Police Department.

Councilman Cockrell read the following statement for the record: There has been a significant misperception that the Town and County are not working together on various issues. This false narrative has appeared in local media as well as across various social media platforms. I’m here before you tonight to attest that this perception is inaccurate and false. To my point, before you this evening is the reservations of rights agreement which outlines the good faith efforts of our town government. It is my belief and hope that this is the first step towards a mutually acceptable resolution of any pending and future issues.

As you know, Councilman Holloway and I recently met with Supervisors Oates and Cullers with the County Board of Supervisors. This began the talking stages of a coordinated effort between the town and the county to work together towards an understanding that will address the problems created by the EDA and carve a path forward for both parties to continue working together with the EDA. Tonight’s “Reservations of Rights Agreement” for the town to make a one-time payment towards the Police Department will be good faith proof of the town's desire to work with the county towards a resolution with respect to the Police Department. I look forward to working with the Board of Supervisors now and in the future with the intention of doing what is in the best interests of the citizens of our community.

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

No – N/A

Abstain – N/A

Absent – N/A

ROLL CALL

CLOSED MEETING – Personnel

Councilman Gillispie moved seconded by Councilman Thompson that Town Council go into Closed Meeting to discuss and consider the assignment, appointment, promotion, performance and salaries of specific public officers, appointees, or employees of the Town, pursuant to Section 2.2-3711. A. 1. of the Code of Virginia.

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

No – N/A

Abstain – N/A

Absent – N/A

ROLL CALL

The Mayor adjourned this portion of the meeting at 7:07pm.

Mayor Initial ____

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:]*

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

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

No – N/A

Abstain – N/A

Absent – N/A

ROLL CALL

APPROVED:

Eugene R. Tewalt, Mayor

ATTEST:

Tina L. Presley Clerk of Council

Councilman _____ moved, seconded by _____ approved the Regular Council Meeting minutes of June 30, 2020 on July 13, 2020.

Mayor Initial _____

TOWN COUNCIL WORK SESSION MINUTES

**Thursday, July 2, 2020
Warren County Government Center**

1. CLOSED MEETING – Personnel (Interview for Town Manager Position)

Vice Mayor Sealock moved seconded by Councilman Meza that Town Council go into Closed Meeting for the purpose of consideration or interviews of prospective candidates for employment with the Town, pursuant to Section 2.2-3711. A. 1. of the Code of Virginia.

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie (*by teleconference*), Holloway, Meza, and Thompson
No – N/A
Abstain – N/A
Absent – N/A

ROLL CALL

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

Vote: Yes – Mayor Tewalt, Councilmen Sealock, Cockrell, Gillispie (*by teleconference*), Holloway, Meza, and Thompson
No – N/A
Abstain – N/A
Absent – N/A

ROLL CALL

PRESENT: Mayor Tewalt, Councilmen Sealock, Cockrell, Gillispie, Holloway, Meza and Thompson

APPROVED:

Eugene R. Tewalt, Mayor

ATTEST:

Tina L. Presley Clerk of Council

Councilman _____ moved, seconded by Councilman _____ approved the Work Session Meeting minutes of July 2, 2020 on July 13, 2020.

Mayor Initial _____

7A



Council Agenda Statement

Item # 7A

Meeting Date: July 13, 2020

Agenda Item: COUNCIL APPROVAL – Revise CDBG Façade Improvement Program Design Grant Limit

Summary: Council approved an amendment to the Community Development Façade Grant (CDBG) “Façade Improvement Program Design” on April 13, 2020. Council is requested to approve another amendment to the Program Design that would increase the grant limit from \$20,000 to \$30,000, as presented.

Budget/Funding: None

Meetings: Work Session held July 6, 2020

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

Proposed Motion: I move that Council approve a revision to the “Façade Improvement Program Design” increasing the grant limit from \$20,000 to \$30,000, as presented.

Approved By:  _____

Moved _____ Seconded _____

VM Sealock _____ Cockrell _____ Gillispie _____ Holloway _____ Meza _____ Thompson _____

Suggested Additional Amendments to the Front Royal Façade Improvement Design

Amend all general references to the maximum amount of a Façade Improvement grant/loan to read \$30,000 in place of \$20,000. Specifically, these references are found in:

- Section 3: Match Requirements on page 4 in the opening statement of the subsection entitled “Private Investment Match Requirements.”
- Section 4: Bidding, Contracting, Insurance, and Payments on page 7 in paragraphs 3 and 4 of that section.

The following is the text related to calculating the maximum amount of a Façade Improvement grant/loan:

Loan amounts available are:

1. Up to \$15,000 for the cost of improvements to a primary building façade;
2. Up to an additional \$2,500 per bay on a primary façade with multiple businesses (maximum of two additional bays);
3. Up to \$5,000 for non-primary facades as long as the primary façade meets program standards or is also being improved under the Façade Improvement Program;
4. No more than \$20,000 provided per separately parceled commercial property, regardless the number of facades or bays.

The following is the suggested amended version of this calculation:

Façade Improvement loans are available up to \$30,000 depending on the extent of improvements to the primary façade of the building, the extent of improvements to the non-primary façade(s) of the building, and the number of business bays on the primary and non-primary façades of the building,

**FRONT ROYAL DOWNTOWN
REVITALIZATION PROJECT
CIG #17-23**

**FAÇADE IMPROVEMENT
PROGRAM DESIGN
TOWN OF FRONT ROYAL, VIRGINIA**

**ADOPTED BY TOWN COUNCIL
ON JUNE 25, 2018
AMENDED APRIL 13, 2020
AMENDED JULY 13, 2020**

**ASSISTANCE PROVIDED BY:
SUMMIT DESIGN AND ENGINEERING SERVICES**

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AMENDMENT TO FAÇADE IMPROVEMENT PROGRAM DESIGN

SECTION 1: PROGRAM ADMINISTRATION

PROGRAM OBJECTIVES

The Town of Front Royal is committed to providing financial incentives to private property owners for the rehabilitation of exteriors of the commercial structures within the project boundaries of the Front Royal Downtown Revitalization Project Area identified for funding through the Virginia Community Development Block Grant (CDBG) Program. The designated project area is shown on the map attached to this program design. The Town is prepared to offer both financial assistance and technical design assistance to property owners in order to improve the appearance and economic viability of the businesses and to eliminate blight and blighting influences in the identified project area. Front Royal has established the Front Royal Downtown Facade Improvement Program to:

1. Promote a diverse and economically viable downtown business district;
2. Contribute to eliminating blight, blighting influences, and other visual clutter detrimental to a downtown business district;
3. Promote economic development by providing an incentive for property owners to renovate their buildings for the expansion of the current use, for accommodation of a higher use, and to increase the occupancy level of vacant or underutilized buildings.

PROGRAM DESCRIPTION

The Town of Front Royal has budgeted \$350,000 in CDBG funds provided by the Virginia Department of Housing and Community Development (DHCD) to provide matching deferred loans to property owners within the Front Royal Downtown Revitalization Project Area for commercial property facade improvements. The matching deferred loan must be applied to physical construction. The Town has also budgeted \$35,000 in CDBG funds for architectural design assistance for the businesses.

The CDBG matching deferred loan is strictly for improvements to the exteriors of buildings visible from a public right-of-way. This generally excludes repairs to a building's roof, unless such improvements clearly contribute to enhancing the visual environment. The matching deferred loan may be applied to the primary façade, the exposed side(s) of a building, and the rear of a building (under certain circumstances). Exceptions to this guideline may be granted by the Front Royal Downtown Revitalization Facade Advisory Board based on the level of improvements needed on each face of the building.

A property owner must match the deferred loan amount with other exterior or interior improvements to the building. The matching deferred loan program will be administered by the Town of Front Royal Director of Planning and Zoning serving as Project Manager or his designated representative and will be available from June 2018 until funds are exhausted or close-out of the Front Royal Downtown Revitalization Project, whichever comes first. The program may be extended if new sources of funds become available to the Town of Front Royal. Recipients of matching deferred loans will be required to execute a legally binding agreement with the Town.

AMENDMENT TO FAÇADE IMPROVEMENT PROGRAM DESIGN

IMPROVEMENT STANDARDS

The Town will establish a Front Royal Downtown Revitalization Project Management Team of local citizens and public officials to provide overall coordination of the Front Royal Downtown Revitalization Project. A Front Royal Downtown Revitalization Façade Advisory Board will be appointed by Town Council to review and approve all commercial improvements proposed for funding under this program. The Advisory Board will work closely with each applicant and any consulting parties to devise appropriate designs/work write-ups and implement repairs and improvements that are in compliance with this Program Design. All exposed façades of existing buildings should present a finished appearance in character comparable to the remainder of the building. Economy of maintenance is important as well as producing a harmonious relationship with neighboring buildings and therefore exterior finishes should be of reasonably permanent and durable materials.

Because the Front Royal Downtown Revitalization Project Area is within the state and federally recognized Front Royal Historic District, façade improvement designs and exterior finishes are subject to review and approval by the Board of Architectural Review (BAR) and where necessary, the Planning Commission of the Town of Front Royal according to the Front Royal Historic Overlay District Guidelines and the Town of Front Royal Municipal Code (including Chapter 175 – Zoning) and subject to review and approval by the Virginia Department of Historic Resources (DHR) regarding their appropriateness for the building and location within the Historic District and the period of construction. Additionally, Preservation Virginia has requested to be a consulting party on all project reviews provided to the BAR and DHR.

SECTION 2: ELIGIBILITY CRITERIA

ELIGIBILITY REQUIREMENTS

All non-government-owned commercial buildings (income producing) within the project area are eligible for assistance through this program. However, buildings identified as deteriorating or are dilapidated in the Town's CDBG application area are targeted for funding.* Early in the program, the Façade Advisory Board and the Town will contact the owners of these buildings individually to urge them to participate. At its discretion, the Board may reduce CDBG funding levels for lower-priority buildings in order to conserve adequate funding to address the targeted buildings. In this event, the Board will use a point system to rank each facade improvement project pending approval. The project receiving the most cumulative points will be funded first, and so on until funds are exhausted. The points assigned will be as follows:

<u>Building Condition Rating: *</u>	<u>Points</u>	<u>Weight</u>
Sound	1	3
Deteriorating	2	
Dilapidated	3	

AMENDMENT TO FAÇADE IMPROVEMENT PROGRAM DESIGN

<u>Cash Contribution to Work:</u>	<u>Points</u>	<u>Weight</u>
100% match	1	2
101-150% match	2	
151-200% match	3	
201%+ match	4	
<u>Leveraged Match/Investment:</u>	<u>Points</u>	<u>Weight</u>
100% match	1	1
101-200% match	2	
201-300% match	3	
301%+ match	4	

* See Front Royal Building Conditions Map in the CIG application.

The total point score for each proposed project will be calculated by multiplying the point total for each criterion by the weight assigned to that criterion, and then adding the three (3) products.

APPLICATION PROCESS / TECHNICAL ASSISTANCE

The Town of Front Royal will accept applications from identified commercial property owners in a sequence that takes into account the extent of need, proximity of location, and similarity of work so as to benefit from any economies of scale that might be realized through the contracting process and the points awarded per above as necessary. As a first step, the owner should fill out an application for assistance. The application should identify the building and its owner, provide a preliminary overview of the work to be performed, and include a brief summary of the proposed matching investment. Such application may be made on a form provided by the Town, and must be signed by all owners.

After receiving the application, the Project Manager/Assistant Project Manager will review the application, meet with the applicant, and do a preliminary site inspection in order to confirm eligibility for the Façade Improvement Program; to clarify and provide additional detail as needed to the owner's preliminary overview of the work to be performed; and to review the intended work for compliance with the property maintenance code, zoning ordinance, Historic Preservation regulations, and this Program Design. The Project Manager/Assistant Project Manager will forward the application and all additional details developed in these initial conversations to the Consulting Architect contracted to provide architectural design assistance.

The Consulting Architect will subsequently conduct a inspection of the subject building's exterior and consult with the owner in preparing improvement design sketches (by means of elevations, photographs with call-outs, or renderings indicating particular design elements and treatments) with a more detailed work write-up and preliminary cost estimate so as to assist contractors in preparing accurate bids and performing the required work. The Town, utilizing CDBG funds, will cover the cost of designs and work write-up ups, up to an amount equal to 10% of the CDBG funds invested in each Façade Improvement project (this percentage formula having been set by the Virginia Department of Housing and Community Development and agreed to by contract with the Consulting Architect). Any additional design assistance provided at the owner's request beyond that associated with the agreed upon Façade Improvement will be at the owner's expense per a separate agreement with the Consulting Architect or any other architect chosen by the owner.

AMENDMENT TO FAÇADE IMPROVEMENT PROGRAM DESIGN

The Town will refer each application, design sketches, work write-up, and cost estimate for approval to the Advisory Board. The Advisory Board is responsible for approving the work to be done as defined by design sketches and work write-ups, the intended matching investment amount, and readiness for bid. After Approval by the Advisory Board, the design sketches and work write-up for each project will be forwarded to the Town of Front Royal Board of Architectural Review for approval or advice and to Preservation Virginia for consultation. Once BAR approval and Preservation Virginia input are received and addressed appropriately, the Project Management Consultant will prepare for each Façade Improvement project a "Work Write-Up and Standards Check List" form provided by the Virginia Department of Historic Resources. This DHR form along with the design sketches and work write-up will be forwarded to DHR for its review and approval. The final work write-up, after any required adjustments or edits, will serve as the agreed upon scope of work for obtaining quotes or competitive sealed bids from contractors (see bidding procedure described below).

The Town will compile a list of pre-qualified licensed contractors to notify regarding bidding opportunities and will submit the list to the Advisory Board for its approval at the beginning of the program. The Town will place each approved job out for bid upon approval of the application by the Advisory Board, in accordance with the *Virginia Public Procurement Act* and Federal Labor Standards. Once received, the Board will also review all bids and approve all contract awards in consultation with Project Manager/Assistant Project Manager.

Once a project is ready to get underway, the Town will set up a contract/loan closing with the property owner and contractor to answer any final questions, discuss logistics and timing of construction activities, and sign the construction contract and deed of trust/deed of trust note associated with the deferred loan (explained more fully below). If the cost of the planned and agreed upon improvements exceed the maximum eligible amount available through the Façade Improvement Program, the property owner is expected to pay the additional costs at closing.

SECTION 3: MATCH REQUIREMENTS

PRIVATE INVESTMENT MATCH REQUIREMENTS

Building owners must pay all costs above \$30,000 and match the CDBG funds committed to the Façade Improvement projects dollar for dollar. An owner can meet the match requirement in three ways:

1. The basis for the match can be qualifying improvements to the building the owner has completed or will have completed at the time of the contracted Façade Improvement work. Matching qualifying improvements include any permanent improvements, interior or exterior, made to the building such as improvements to the plumbing, electrical, or mechanical systems of the structure, a new roof, new doors or windows, etc. Furnishings, shelving, appliances, moveable kitchen equipment, and other unattached improvements are not considered qualifying improvements. The cost of the previous or concurrent improvements must equal dollar for dollar the CDBG funds committed to the project. Example: With \$30,000 in improvements funded by \$30,000 in CDBG funds, the property

AMENDMENT TO FAÇADE IMPROVEMENT PROGRAM DESIGN

owner would need \$30,000 in previous or concurrent improvements as a matching investment.

2. If the property owner does not have any qualifying matching investment, the owner can opt to finance 50 percent of the total dollar value of the improvements through an actual cash contribution or a loan from a lending institution. Example: With \$30,000 in façade improvements shared equally by the property owner and the Façade Improvement Program, each would make a \$10,000 payment.
3. If the owner wishes to invest via both of the above because of a limited amount of previous or concurrent qualifying improvements, the total amount invested must still equal the CDBG investment. Example: With \$30,000 in improvements and only \$10,000 in previous or concurrent improvements as a matching investment, the CDBG funds committed to the project could only be \$15,000. The property owner's dollar for dollar match would equal the \$10,000 in previous or concurrent improvements plus an additional \$5,000 in cash toward the cost of façade improvements under this program for a total of \$15,000.

All match amounts will be based on the final contractor quote or bid price accepted by the owner, Advisory Board, and Town. Private investment that has been made since September 1, 2015 may be counted toward the required match. The owner must present invoices or other appropriate information to document the matching investment.

For building owners who opt to use their own time and labor as match, standard wage rates by job types and building owner skills will be utilized to calculate the match. DHCD will provide wage information based on federal wage rates for various job types.

Prior to approving an application for assistance, the Advisory Board must have adequate assurance that the owner has clear title to the property, that the property is properly insured, and that the property owner has provided verification of his/her financial match or has on hand the financial resources needed to meet the approved match amount. If the approved matching amount includes a cash contribution toward the cost of the contracted façade improvements, the owner must agree to pay the matching funds to the Town at contract signing/loan closing so that the Town can pay contractor invoices in a timely fashion.

CONDITIONS OF THE MATCHING DEFERRED LOAN

The Town of Front Royal will make matching deferred loans to qualified applicants for the repair and improvement of the primary façade and exposed side(s) of the building, if visible from a public right-of-way including all vertical surfaces, gutters, downspouts, doors, windows, attached signs, exterior lighting, canopies, awnings, masonry cleaning & repair, and painting. Ineligible work includes any repairs/improvements to the interior, electrical, plumbing & mechanical systems, roofs, structural elements, non-permanent fixtures, and new construction.

AMENDMENT TO FAÇADE IMPROVEMENT PROGRAM DESIGN

Loan amounts available are:

- ~~1. Up to \$15,000 for the cost of improvements to a primary building façade;~~
- ~~2. Up to an additional \$2,500 per bay on a primary façade with multiple businesses (maximum of two additional bays);~~
- ~~3. Up to \$5,000 for non-primary facades as long as the primary façade meets program standards or is also being improved under the Façade Improvement Program;~~
- ~~4. No more than \$20,000 provided per separately parceled commercial property, regardless the number of facades or bays.~~

Façade Improvement loans are available up to \$30,000 depending on the extent of improvements to the primary façade of the building, the extent of improvements to the non-primary façade(s) of the building, and the number of business bays on the primary and non-primary facades of the building.

Owners will be expected to also cover all costs over the maximum eligible amount calculated for their buildings. Costs above the CDBG funds to be invested into each project must be paid at contract signing/deferred loan closing.

The matching deferred loan will be made for a five (5)-year term at zero percent (0%) interest. The deferred loan will be entirely forgiven at the end of the five-year period and the property lien removed if the applicant has met the following conditions:

1. The property owner has completed the facade improvements in accordance with the CDBG program guidelines and has done so within six (6) months of bid acceptance, unless the Advisory Board grants a request for extension of time. All buildings receiving CDBG funds must be free of exterior blight once the construction is complete.
2. The property owner has continued to maintain the improvements in a satisfactory condition.
3. The building to be improved must have a current tenant operating a business or must be occupied by a tenant operating a business within one year after the improvements are completed, unless the Advisory Board grants a request for extension of time. Rental apartments are considered a business, as long as the apartments meet all applicable property maintenance code and zoning ordinance requirements. If the owner is unsuccessful in securing a tenant within this timeframe, only 10% of the deferred loan will be forgiven during the first year and no amount of the deferred loan will be forgiven in subsequent years of vacancy.
4. Once rented, short vacancies of four (4) months or less will not be added to the term of the deferred loan. Longer term vacancies of five (5) months or more and frequent and repeated vacancies of any duration will be added onto the term of the deferred loan. Exceptions to this provision are at the discretion of the Advisory Board or any successor

AMENDMENT TO FAÇADE IMPROVEMENT PROGRAM DESIGN

organization created by the Town of Front Royal to oversee the Façade Improvement Program.

5. The owner of the building at the time of the loan approval has retained ownership of the improved property during the five-year period. If the owner sells the property within the five-year term, or otherwise voluntarily transfers ownership, the balance on the loan note will become due and payable on a prorated basis (20% of deferred loan forgiven per year).

In addition, property owners will be expected to continue maintaining the improvements beyond the term of the deferred loan. This expectation will be enforced by the Town through its property maintenance ordinance.

CDBG funds returned to the Town through enforcement of these conditions shall be considered Program Income. The Town will use any such Program Income to make additional deferred loans in accordance with this Program Design and the Program Income Plan approved by DHCD and implemented as a part of the Front Royal Downtown Revitalization Project.

SECTION 4: BIDDING, CONTRACTING, INSURANCE, & PAYMENTS

The goal of these procedures is to minimize the time and complexity of applying for assistance, while meeting U. S. Department of Housing and Urban Development (HUD) and DHCD requirements for use of CDBG funds. In this manner, it is the Town's hope to maximize participation by eligible Downtown Front Royal property owners.

All jobs involving CDBG funds must be bid by the Town, which shall select the winning bidder with the assistance of the Advisory Board and in accordance with the *Virginia Public Procurement Act*. The winning bidder must also be acceptable to the owner.

Building owners who are also licensed and insured contractors may choose to have their personal company do the construction work with the prior approval of the Advisory Board, including approval of the design sketches and work write-up. In such circumstances, CDBG funds can only be used for the documented cost of materials. Where building components such as window, doors, or awnings are fabricated off-site and only installed on site, such components are considered materials if the cost is quoted and paid based on an "installed price." It should be noted that under this circumstance, a building owner may not be eligible for the full matching deferred loan because the cost of materials may be significantly less than the \$30,000 deferred loan available per commercial building. A two-party contract between the Town and the owner for the cost of materials would be executed in such circumstances.

A building owner may negotiate independently with a licensed and insured contractor with the prior approval of the Advisory Board, including approval of the design sketches and work write-up. In such a circumstance, CDBG funds can only be used for the documented cost of materials. Where building components such as window, doors, or awnings are fabricated off-site and only installed on site, such components are considered materials if the cost is quoted and paid based on an "installed price." It should be noted that under this circumstance, a building owner may not be eligible for the full matching deferred loan because the cost of materials may be significantly less than the \$30,000 deferred loan available per commercial building. A two-party contract

AMENDMENT TO FAÇADE IMPROVEMENT PROGRAM DESIGN

between the Town and the owner for the cost of materials would be executed in such circumstances.

A formal contract and lien must secure each job involving CDBG assistance. The Town will prepare these documents for execution by the owner. The two-party or three-party contract (as appropriate) will outline each party's responsibilities and the work description. In addition to the contract, a deed of trust and deed of trust note will be executed by the owner and the Town and subsequently recorded in order to secure the loan. Property owners will need to be prepared to pay any cash match that is required and any costs over the maximum eligible amount calculated for the building at closing.

Prior to execution of the contract and loan documents, the owner of the building to be improved must provide evidence of ownership such as a deed or tax receipt. The Town will have performed a Title Search prior to contract execution where any question of ownership or clear title arises. The Town will require written documentation from the owner that the structure is covered by all-hazard insurance in a sufficient amount to protect the Town's investment in the improvements prior to contract execution. For any commercial building in a 100-year flood plain, insurance coverage must include flood insurance provided through the National Flood Insurance Program.

To be eligible for the Façade Improvement Program, a property owner and any and all tenants occupying the building must not owe past due taxes of any type levied and collected by the Town of Front Royal or County of Warren unless an official arrangement has been made for payment of back taxes between the property owner and the Town of Front Royal and County of Warren.

All construction is subject to the Virginia Uniform Statewide Building Code as adopted by reference in the Warren County Code of Ordinances and to regular inspection and approval by the Warren County Building Official and/or Building Inspectors.

If requested, materials deposits and progress payments can be released to the contractor based on a valid receipt for materials purchased and securely stored and/or a satisfactory interim inspection. Otherwise, the total loan amount will be released in one (1) 100% payment after the construction work is determined to be substantially complete by the Project Manager/Assistant Project Manager, Building Official/Building Inspector, and property owner as documented by an executed Statement of Final Completion/ Acceptance.

Section 5: Program Time Frame

Matching deferred loans will be available to qualified applicants from June 1, 2018 until final close-out of the Front Royal Downtown Revitalization Project or until funds are exhausted, whichever comes first. However, at the Town's discretion, submission of applications for assistance may be limited to certain windows of time (rounds of funding).

Section 6: Program Income

Any CDBG funds recaptured during implementation of the Front Royal Façade Improvement Program will be used to recapitalize and extend the Façade Improvement Program. Recaptured

AMENDMENT TO FAÇADE IMPROVEMENT PROGRAM DESIGN

funds, if any, are expected to come only from prorated repayment of deferred loans due to non-compliance with terms. Recaptured CDBG funds will thus be used to further eliminate blight and blighting influence in Downtown Front Royal, removing obstacles to economic development. The Town may elect to expend recaptured funds outside the current project area for this purpose according to the Program Income Plan approved by DHCD and implemented as a part of the Front Royal Downtown Revitalization Project.

Section 7: Complaints and Appeals Procedure

Oral complaints of any nature and by any party shall be documented and resolved by the Façade Improvement Program Project Manager as informally and quickly as possible. If the complainant requires assistance in putting his or her complaint or appeal in writing, staff will make such assistance available. Written complaints received by the Project Manager or the Town of Front Royal will be resolved and documented in consultation with the Advisory Board. The person making the complaint will be notified in writing of the decision. All written complaints will be addressed within thirty (30) days of receipt and resolved within the subsequent thirty (30) day time period and documentation retained for review. Barring a resolution of the complaint by the Advisory Board, the complaint may be taken to the Front Royal Downtown Revitalization Project Management Team with the same requirements as above. Barring a resolution of the complaint by the Management Team, the complaint may be taken to the Town Council where a non-legal resolution is final. Any final appeal will be addressed in writing to DHCD where a non-legal resolution is final. Appeals to DHCD should include a copy of all correspondence that has taken place to date. The appeal should identify the problem and the desired solution. DHCD will investigate the complaint and respond in writing in a timely manner. All involved parties will be copied. Beyond this step, the complainant may seek a legal remedy in the local court of jurisdiction at complainant's own cost. Once a job is Inspectorly closed out and the one-year warranty period is in effect, the property owner should address complaints, in writing, directly to the contractor involved in the rehabilitation.

Section 8: Recordkeeping

The Advisory Board Secretary will be responsible for keeping the minutes of its meetings. The Board will also be responsible for tracking the number of businesses assisted by and participating in the Façade Improvement Program. Documentation of private investments made by property owners within the project area either through source documentation (such as invoices, construction contracts, etc.) or through affidavit as submitted to the Project Manager are subject to validation by the Advisory Board.

Section 9: Program Design Amendments

During implementation of the Front Royal Downtown Façade Improvement Program, the Town may find it necessary to make minor changes and refinements as the program proceeds. If a minor alteration to this design is deemed necessary to better achieve the intent of the program, the Advisory Board will adopt the changes upon approval of the proposed change by DHCD. If a major alteration to this design is deemed necessary, the Advisory Board will adopt the changes and

AMENDMENT TO FAÇADE IMPROVEMENT PROGRAM DESIGN

forward them for approval by the Front Royal Town Council and by DHCD. The Façade Improvement Program will be implemented to assure consistent and equitable assistance to all program participants.

Section 10: Approval

Reviewed and adopted by the Front Royal Town Council in session on June 25, 2020.

Amended by the Front Royal Town Council in session on April 13, 2020

Matthew A. Tederick Interim Town Manager & Certifying Officer
Town of Front Royal

Date

7B



Council Agenda Statement

Item # 7B

Meeting Date: July 13, 2020

Agenda Item: COUNCIL APPROVAL – Liaison Committee Meeting Items

Summary: Council is requested to approve the following item to be added to the Liaison Committee Meeting Agenda for July 16, 2020:

- Tourism Update
- Update on the SwagIT Production System LLC for Video Recording

Services

Budget/Funding: None

Meetings: Work Session held July 6, 2020

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

Proposed Motion: I move that Council approve the addition of the following item to be added to the Liaison Committee Meeting Agenda for July 16, 2020: Update on the SwagIT Production System LLC for Video Recording Services and Tourism

Approved By: _____

Moved _____ Seconded _____

VM Seacock _____ Cockrell _____ Gillispie _____ Holloway _____ Meza _____ Thompson _____

7C



Council Agenda Statement

Item # 7C

Meeting Date: July 13, 2020

Agenda Item: COUNCIL APPROVAL – Second Quarter Write-Off for Bad Debt

Summary: Council is requested to approve the removal of 5 years or older of outstanding accounts receivable (bad debts) on the Town's ledger for the second quarter of 2020 totaling \$20,325.01, which is comprised of 49 utility accounts. All possible recourse of attempting to collect these amounts has been completed and the accounts have no activity for at least 5 years. Staff has determined that the accounts presented meet the criteria for uncollectible as determined by the Town's bad debt write off policy:

- 1) No activity on closed account for at least 5 years
- 2) All other methods of collection have been exhausted

The amount of bad debt approved to be removed by Council is as follows:

Dec 2013 -	\$848,191 – approved for removal
Dec 2014 -	\$144,049 – approved for removal
Feb 2016 -	\$225,318 – approved for removal
Feb 2017 -	\$203,808 – approved for removal
Nov 2017 -	\$175,999 – approved for removal
Oct 2018 -	\$166,191- approved for removal
Mar 2019 -	\$277,974.34 – approved for removal along with revision to policy
June 2019 -	\$27,755.98 – approved for removal
Sept 2019 -	\$15,915.71 -approved for removal
Dec 2019 -	\$11,141.46 - approved for removal
March 2020 -	\$19,379.72 – approved for removal
June 2020 -	\$20,325.01

The FY20 budgeted revenue for the sales of electric, water, sewer, & refuse totals approximately \$31.2 million. The amount of \$20,325.01 represents approximately 0.06% of the budgeted sales.

Budget/Funding: No funding is required. Journal entry will be done effecting balance sheet only.

Meetings: None

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

Proposed Motion: I move that Council approve the removal of 5 years or older of outstanding accounts receivable (bad debts) on the Town's ledger for the second quarter of 2020 totaling \$20,325.01, which is comprised of 49 utility accounts. All possible recourse of attempting to collect these amounts has been completed and the accounts have no activity for at least 5 years.

Approved By: _____

Moved _____ Seconded _____

VM Sealock _____ Cockrell _____ Gillispie _____ Holloway _____ Meza _____ Thompson _____

2020 Second Quarter Utility Writeoffs

Customer Account Number	Balance	Service Address	Final Bill Due Date
02-626000-9	708.88	705 W 14TH ST	5/8/2015
01-592000-3	254.62	112 E 15TH ST	6/12/2015
07-267002-9	270.78	407 E CRISER RD #101	5/31/2015
04-624000-28	112.98	406 WARREN AVE	7/24/2014
08-120000-17	489.92	634 BEL AIR AVE	6/5/2015
10-147056-7	135.76	43 ROYAL LN #7	6/12/2015
04-686000-7	332.13	14 E 6TH ST	4/3/2015
07-591202-14	150.99	17 SHENANDOAH COMMONS WAY #204	8/12/2014
04-685010-2	296.71	609 N ROYAL AVE	4/3/2015
06-625305-16	78.38	343 CHERRYDALE AVE #1	4/30/2015
08-642000-99	350.46	515-B CARTER ST	5/15/2015
01-751011-23	277.07	1416 N SHENANDOAH AVE #10	4/24/2014
08-114000-8	208.47	702 BELAIR AVE	4/3/2015
10-147083-10	112.82	61 ROYAL LN #8	12/19/2014
06-625355-12	80.81	343 CHERRYDALE AVE #11	4/17/2015
05-613000-5	856.82	23-B S ROYAL AVE (REAR)	5/15/2015
04-684000-2	118.28	18-A E 6TH ST	4/10/2015
09-319000-8	267.97	602 STONEWALL DR	6/5/2015
04-227000-20	1683.72	122 VIRGINIA AVE #4	6/24/2015
09-286000-36	242.23	214 BLUE RIDGE AVE #7	5/8/2015
09-507000-10	23.95	515 SHORT ST	6/5/2015
01-727000-6	541.50	1602 HILLCREST DR	6/5/2015
01-599000-1	4144.97	1603 BELMONT AVE	5/8/2015
07-358000-1	68.93	219 SOUTH ST	5/22/2015
09-234000-17	259.93	349 BLUE RIDGE AVE #B	5/1/2015
05-499150-1	49.69	317 E MAIN ST #307	6/19/2015
04-220000-23	90.28	204 VIRGINIA AVE #306	5/8/2015
03-483000-32	444.50	1400 MASSANUTTEN AVE #3	5/15/2015
08-690000-20	253.04	18 E STONEWALL DR	6/24/2015
03-296000-30	246.86	353 KENDRICK LN #37	4/24/2015
03-714000-14	410.35	427 VIRGINIA AVE	10/3/2014
10-223027-8	861.94	77 WESTMINSTER DR	4/24/2015
07-591111-21	119.97	19 SHENANDOAH COMMONS WAY #301	5/8/2015
04-200000-17	444.76	210 VIRGINIA AVE #5	5/8/2015
05-487400-19	76.81	223 E MAIN ST #3	4/3/2015
04-112000-22	31.26	520 VIRGINIA AVE #12	10/17/2014
08-849000-17	853.18	220 CHURCH ST	4/3/2015
09-566000-3	442.37	19 N MARSHALL ST	7/24/2014
08-806000-12	1030.06	341 OSAGE ST	6/12/2015
04-397000-5	353.20	145 CHESTER ST	4/10/2015
04-147000-22	86.47	120 W 6TH ST #9	5/31/2015
07-591107-18	94.30	19 SHENANDOAH COMMONS WAY #201	5/29/2015
04-622000-6	451.66	412 WARREN AVE	2/28/2014
08-805000-7	64.66	339 OSAGE ST	6/12/2015
07-328000-7	351.70	646 CARTER ST	6/5/2015
01-182210-4	40.05	3414 GUARD HILL RD	4/3/2015
03-721000-19	646.57	511 VIRGINIA AVE	4/17/2015
04-665000-27	244.34	718 WARREN AVE #2	5/15/2015
09-167000-21	567.91	320 CLOUD ST #1	6/5/2015
	\$ 20,325.01		

7D



Council Agenda Statement

Item # 7D

Meeting Date: July 13, 2020

Agenda Item: COUNCIL APPROVAL – Electronic Time-Keeping System

Summary: Council is requested to approve the purchase and deployment of an electronic time-keeping system from Kronos in the amount of \$34,471.95, that will greatly reduce the amount of time spent by the Town's Human Resources Department to process payroll as well as keep more accurate records and information.

BUDGET/FUNDING: Funding is available in line item 1204-43005

Meetings: Work Session held July 6, 2020

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

Proposed Motion: I move that Council approve the purchase and deployment of an electronic time-keeping system from Kronos in the amount of \$34,471.95 to improve the Town's payroll system.

Approved By: _____

Moved _____ Seconded _____

VM Seacock _____ Cockrell _____ Gillispie _____ Holloway _____ Meza _____ Thompson _____



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: July 9, 2020
To: Tina Presley, Senior Executive Assistant
From: Alisa Scott, Purchasing Manager
RE: Request to add consent agenda item to Town Council meeting

Purchasing responded to a request from the IT Department to purchase goods and services specifically for an electronic time-keeping system. The procurement method is cooperative contracting through US Communities, now OMNIA Partners Government Purchasing Alliance member agreement #18221, effective until March 17, 2025. Kronos provided the Town with a proposal based off this contract pricing and a reduced cost was negotiated.

Staff recommends Council move forward with awarding Kronos \$34,471.95 for the successful completion of the installation of their time-keeping system.

Please find attached to this memo, a recommendation memo from IT Director, Todd Jones, and quote from KRONOS.

Please add this recommendation to Council's July 13th, 2020 Regular Meeting as a consent agenda item.

Funding for this good and service is available in line item 1204-43005.

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



Work Session Agenda Form

Item #

DATE:

AGENDA ITEM:

Electronic Time Keeping Systems

SUMMARY:

The Town will deploy electronic time-keeping systems throughout seven locations. Additionally, the vendor will provide integration with the current accounting payroll system.

The fees cover the subscription for the service as well as seven time clocks.

This will greatly reduce the amount of time spent by Human Resources to process payroll as well as keep more accurate records and information.

The Information Technology Department will ensure proper deployment of all systems and systems integration.

BUDGET/FUNDING:

1204-43005. Included in FY20 budget.

The purchase will be made through the US Communities Government Purchasing Alliance.

STAFF RECOMMENDATION:

Staff recommends purchase and deployment of the system.

Work Session



Quote#: Q-50954
Expires: 7/26/2020
Sales Executive: Patrick Friel

ORDER FORM

Order Type: Quote
Date: 6/26/2020

Bill To Contact:

Bill To: TOWN OF FRONT ROYAL
15 N ROYAL AVE
FRONT ROYAL, VA 22630 USA

Ship To Contact: Laura McIntosh

Ship To: TOWN OF FRONT ROYAL
15 N ROYAL AVE
FRONT ROYAL, VA 22630 USA

Ship to Phone: (540) 635-3929
Contact: Laura McIntosh
Email: lmcintosh@frontroyalva.com

Currency: USD
Customer PO Number:
Solution ID: 6172679
Initial Term: 36 months
Billing Start Date: 120 Days from Execution of
Order Form
Data Center Location: USA

Shipping Terms: Shipping Point
Ship Method:
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Term: Net 30 Days

Order Notes:

The Professional Services Engagement Overview is attached to this Order Form as a summary for the implementation services to be provided by Kronos for the Workforce Ready Setup Fees set forth on this Order Form.

This order entered into between the Customer and Kronos SaaS, Inc. is subject to the terms and conditions of the Master Agreement Reference #18221 dated March 18th, 2019 between the Lead Agency (acting as "Owner") and Kronos SaaS, Inc. (as the "Contractor"), as amended (collectively referred to as the "US Communities Agreement #18221").

SaaS Services

Billing Frequency: Monthly in Arrears

Product Name	Quantity	PEPM	Monthly Price
WORKFORCE READY TIME KEEPING	175	USD 3.78	USD 661.50
WORKFORCE READY ACCRUALS	175	USD 0.63	USD 110.25
WORKFORCE READY INTEGRATION HUB	1	USD 0.00	USD 0.00
Total Price			USD 771.75

Equipment Purchase

Billing Frequency: Invoiced Upon signature of the Order form

Item	Quantity	Unit Price	Total Price
KRONOS INTOUCH 9100 H4,STANDARD,HID PROX	7	USD 2,920.60	USD 20,444.20
Total Price			USD 20,444.20

Hardware Support

Billing Frequency: Invoiced Upon signature of the Order form

Item	Duration(Months)	Total Price
Depot Exchange Support Service	12	USD 1,995.00
Total Price		USD 1,995.00

Accessories

Billing Frequency: Invoiced Upon the Signature of the order form

Item	Quantity	Unit Price	Total Price
NORTH AMERICA POWER KIT FOR EXTERNAL OUTLET, INTOUCH STD	7	USD 0.00	USD 0.00
Total Price			USD 0.00

One Time Setup Fees

Billing Frequency: Billed 100% upon signature of the order form

Item	Total Price
One Time Setup Fees	USD 2,000.00

Quote Summary

Item	Total Price
Minimum Monthly SaaS Service & Equipment Rental Fee	USD 771.75

Item	Total Price
Minimum Annual SaaS Service & Equipment Rental Fee	USD 9,261.00

	Total Price
Total Equipment Purchase and Accessories Fee	USD 20,444.20

	Total Price
Total Support Fee	USD 1,995.00

	Total Price
Total One Time Fees	USD 2,000.00

TOWN OF FRONT ROYAL**Kronos SaaShr, Inc.**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Effective Date: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with payment due, in accordance with the Payment Term set out in this Order Form. Unless otherwise indicated above, this order is subject to the relevant Kronos Terms and Conditions executed between the parties. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.



Professional Services Engagement Overview

Purpose and Overview of Engagement

This Professional Services Engagement Overview outlines the scope of services to be provided by Kronos for the Setup Fees indicated on the applicable Order Form, to TOWN OF FRONT ROYAL ("Customer") related to the Core Modules, Value-add Modules, and/or Optional Services contained in the document. Our Professional Services engagements are designed to help our Customers successfully implement your Core Modules, as well as enable you to easily layer Value-add Modules and functionality over time based on your priorities, schedule, and resources.

The Kronos® Workforce Ready® (WFR) Professional Services engagement described herein is fixed price based and is subject to the terms and conditions governing your Kronos Workforce Ready – Software as a Service (the "Agreement"). Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Professional Services Engagement Overview

Your Workforce Ready SaaS Solution

TOWN OF FRONT ROYAL and Kronos are deploying the following WFR modules with 1 location(s) and 0 collective bargaining agreements(s).

Core Modules	Employees	Deployments	Estimated Duration
WORKFORCE READY TIME KEEPING	175	1	90 Days
WORKFORCE READY ACCRUALS	175	1	

TOWN OF FRONT ROYAL and Kronos Collaboration

A successful Professional Services Engagement will require close collaboration between TOWN OF FRONT ROYAL and Kronos. The Kronos Professional Services team is equipped to help keep you on target for meeting project milestones and requirements, as well as to assist you in configuring and deploying the Kronos Workforce Ready solution that meets your organization's specific requirements. Your organizations participation and commitment to the project goals and timeline are critical to help ensure success. Please see the Kronos Workforce Ready Professional Services Engagement Guidelines at

<https://www.kronos.com/kronos-workforce-ready-implementation-guidelines> to review both parties' responsibilities

The Estimated Duration stated above is an estimate based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to accelerate the completion of this engagement. However, the Estimated Duration may be exceeded based on the level of preparedness, bandwidth, and skill level of your available resources. Other examples that may extend the Estimated Duration include: separate deployments of the solution, having a unionized workforce, and policies that vary across employee groups.

Core Functionality Deliverables

Working in close collaboration, TOWN OF FRONT ROYAL and Kronos will deploy the following core modules and functionality in 90 estimated days from project kick-off:

WFR Core	Kronos Delivered Value
Time Keeping Module	WFR Time Keeping deployment gets you started with the ability to accept punches and pay employees accurately through these core components: • Total Cost Centers • Profiles • Timesheet • Time Off Request • Pay Calculations • Pay Prep • Accruals • Security • Points • Tables • Rate • Holiday • Manager Levels • Employee Perspective Scorecards • Workflows • Time Off Requests • Timesheet Change Requests • Schedules • Daily Rules

	• Work Schedule Profiles • Pay Periods • Counters • Time Off Categories • Reports • Standard TLM Pre-Configured (61) • Custom up to 5 • Timekeeping Admin Training
Accruals Module	WFR Accruals module adds comprehensive accrual administration to Workforce Ready Time Keeper by automatically enforcing your timeoff policies through: • Consistent enforcement of policy • Configurable calculation methods & grants • Time-Off routing & approval workflow(requires TLM) • Time-Off requests at data collection devices • Automatic updates to schedule & timecard (requires TLM) • Visibility to projected balances • Automatic balance reduction (requires TLM or PR) • View time-off calendars for groups • Mobile access • One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format • Accrual balance interface with 3rd party payroll system • WFR accruals requires WFR Timekeeper

Value-Add Functionality Deliverables

Once your core functionality is deployed, Kronos will work in close collaboration with TOWN OF FRONT ROYAL to deploy the following Value-Add modules and/or functionality over time in short, agile deployments aligned with your priorities, schedule, and resources:

Value-Add	Kronos Delivered Value
Integration Hub	WFR Integration Hub enables data to flow between WFR and 3rd party applications and/or vendors. If the 3rd party application and/or vendor does not accept the standard Workforce Ready formatting and/or methods for automated delivery, a formatted file will be delivered instead. The customer is responsible for providing import files to Kronos in the standard Workforce Ready format and utilizing the standard Workforce Ready delivery method. Kronos will deliver a standard bundle of up to 5 interfaces. Each direction (To/From) any 3rd party system and Kronos is considered a separate interface. Interfaces will be accomplished via standard file Exchange. Customer will work with Kronos and 3rd party vendors to facilitate design and testing. The Method of the file exchange will be determined by Kronos WFR Professional Services Delivery Team. Kronos will provide standard Import/Export files using Integration Hub. Customer will work with the 3rd parties and Kronos to provide the data in the Kronos format for imports. Kronos will create a report from standard Workforce ready fields in the 3rd party format to send to the 3rd party system. Non-standard and custom or bi/multi-directional integrations/interfaces are not included in this project. • Timekeeping Interface bundle using customer-supplied data in standard file formats • Demographic interface with 3rd Party HR • Cost Center Import from 3rd Party HR/Payroll System • Job import from 3rd party HR system • Work schedule import from unlimited 3rd party scheduler systems in Kronos file format • Pay data export to 3rd party payroll system • Accruals Interface bundle using customer-supplied data in standard file formats • Accrual balance interface with 3rd party payroll system • Demographic import from 3rd party system • Cost Center import from 3rd party system • Employee skills import from 3rd party system • Demographics import from 3rd party HR system

Online Training and Support Tools

The **My Learning** area within Workforce Ready provides immediate access to online, role-based education content and support tools that provide step-by-step training on solution features and functions to drive proficiency and user adoption. Your managers and employees can gain proficiency and boost productivity by taking full advantage of:

- **Three-minute simulations:** Quick demonstrations of common tasks provide effective training or skills reinforcement
- **Job aids:** Handy, printable reference sheets with step-by-step instructions for performing common tasks supplement and support employee training to drive high user adoption and productivity
- **Sandboxes with exercises:** Available for Administrators, these tools let users practice performing tasks from an exercises document in a training database.

Please see Workforce Ready Customer Training Options for more information on training roles and available content.

Assumptions

Kronos has used the following assumptions and dependencies in preparing this Professional Services Engagement Overview:

- All services will be delivered remotely, unless otherwise stated. The project kick-off date will be determined based on complexity of the implementation and resource availability, and may start up to 30 days after a Workforce Ready Order Form is executed by the Customer.

- Prior to the start of the project, the Customer will confirm in writing the business and technical requirements of the project.
- Kronos will communicate with Customer's Project Manager, the appointed Point of Contact for Customer on this project. He/she will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for Customer. Customer is responsible for all hardware, software, and services provided by other consultants or third party vendors that may also be involved with the project.
- Kronos will not be responsible for troubleshooting the Customer's environment such as their operating system, hardware resources, or database schema.
- Kronos will not be responsible for troubleshooting applications or hardware not provided by Kronos.
- Change Orders are subject to scope review and may impact the project timeline or cost. If additional work beyond the initial scope of this Professional Services Engagement Overview is required as a result of a Change Order, the Customer may be charged.

Change Orders

Requests for change to this Professional Services Engagement Overview or the project it covers must be submitted to your Kronos Sales Executive and Kronos Workforce Ready Consultant in writing.

Any of the following items will be considered Out of Scope and require a Change Order:

- Material changes in the Scope or effort
- Material changes in the number or type of Deliverables to meet the defined scope of effort
- Changes to the project resource requirements
- Changes to scheduled dates after acceptance of the Project Plan
- Kronos will not be responsible for troubleshooting applications or hardware not provided by Kronos.
- Change Orders are subject to scope review and may impact the project timeline or cost. If additional work beyond the initial scope of this Professional Services Engagement Overview is required as a result of a Change Order, the Customer may be charged.

Kronos will estimate the time and fixed cost needed to implement the change and the impact it may have on the delivery of project covered under this Professional Services Engagement Overview. Kronos will perform the requested work once the Change Order has been completed and signed by the Customer.

Completion Criteria

The project covered under this Professional Services Engagement Overview will be considered complete when any one of the following completion criteria is met. Once one of these is met, no further work will be completed. If additional work is required, a Change Order or new Professional Services Engagement Overview must be generated.

Completion Criteria:

- The Customer has approved in writing
- The System has been put into use within a production environment for 14 calendar days
- More than twelve (12) months has passed since the date of signature of the Workforce Ready Order Form

The Customer may provide approval in writing via email or an alternative agreed upon method.

7E



Council Agenda Statement

Item # 7E

Meeting Date: July 13, 2020

Agenda Item: COUNCIL RE-APPOINTMENT – Planning Commission - Gordon

Summary: Council is requested to re-appoint William C. Gordon to the Front Royal Planning Commission to a 4-year term expiring August 30, 2024.

BUDGET/FUNDING: None

Meetings: Work Session held July 6, 2020

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

Proposed Motion: I move that Council re-appoint William C. Gordon to the Front Royal Planning Commission to a 4-year term expiring August 30, 2024.

Approved By:  _____

Moved _____ Seconded _____

VM Seacock _____ Cockrell _____ Gillispie _____ Holloway _____ Meza _____ Thompson _____

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Council Agenda Statement

Item # 8

Meeting Date: July 13, 2020

Agenda Item: PUBLIC HEARING – FY2021 Budget Amendment to Receive Funds from the County of Warren Related to the CARES Act Equitable Distribution

Summary: Council is requested to approve a budget amendment in the amount of \$1,276,558.00 to receive funds from the County of Warren related to the CARES Act Equitable Distribution.

Note: only one reading is required for budget amendments

Budget/Funding:

1000-3310010	General Fund – Grant Fund Proceeds -	\$1,276,558.00
8105-45606	Economic Development – Chamber of Commerce -	\$1,176,558.00
9790-45417	General Fund Contingency – COVID-19 Expense -	\$ 100,000.00

Meetings: Work Session held June 8, 2020

Proposed Motion: I move that Council approve a budget amendment in the amount of \$1,276,558.00 to receive funds from the County of Warren related to the CARES Act Equitable Distribution

Approved By: _____

Moved _____ Seconded _____

VM Seacock _____ Cockrell _____ Gillispie _____ Holloway _____ Meza _____ Thompson _____

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Council Agenda Statement

Item #9

Meeting Date: July 13, 2020

Agenda Item: COUNCIL APPROVAL – Agreement with the Chamber of Commerce for the Economic Recovery Assistance Administration & Distribution

Summary: Council is requested to approve an agreement with the Chamber of Commerce that the Chamber of Commerce will comply with management and distribution of the CARES Act Funds the Chamber of Commerce receives from the Town in the amount of \$1,176,558.00.

Budget/Funding:

8105-45606 Economic Development – Chamber of Commerce - \$1,176,558.00

Meetings: Work Session held June 8, 2020

Proposed Motion: I move that Council approve an agreement with the Chamber of Commerce that the Chamber of Commerce will comply with management and distribution of the CARES Act Funds the Chamber of Commerce receives from the Town in the amount of \$1,176,558.00.

Approved By: _____

Moved _____ Seconded _____

VM Seacock _____ Cockrell _____ Gillispie _____ Holloway _____ Meza _____ Thompson _____

DATE: JUNE 18, 2020

**TO: DOUG STANLEY
WARREN COUNTY ADMINISTRATOR**

**CC: RICK FARRALL
COST RECOVERY MANAGER/DEPUTY EMERGENCY MANAGER
WARREN COUNTY DEPARTMENT OF FIRE RESCUE SERVICES**

**FROM: MATT TEDERICK
INTERIM TOWN MANAGER**

RE: CARES ACT FUNDS

Based on the Board of Supervisors approval of CARES Act Funds on June 16, 2020, the Town of Front Royal understands that the funds received by Warren County for CARES Act Funding will be distributed as follows:

Total Received by Warren County -	\$3,504,154.00	
Chamber of Commerce Allocation -	<\$60,000.00>	
Auditing Allocation -	<\$40,000.00>	
Net Allocation	\$3,404,154.00	
	<u>Warren County</u>	<u>Town of Front Royal</u>
Est. Population	40,000	15,000
Distribution %	62.5%	37.5%
Allocation \$	\$2,127,596	\$1,276,558

The Town of Front Royal intends to expend \$1,276,558 as follows:

\$1,176,558 to be used for economic recovery grant assistance to citizens & businesses located in the Town of Front Royal. Draft procedures for the program follow this memo. Economic recovery assistance grants will not be used for unpaid taxes.

The Town of Front Royal intends to use the Chamber of Commerce to administer a grant program and will pay an administration fee to the Chamber of Commerce. The grant program will first be extended to businesses located within the Town of Front Royal; remaining funds could then be used to facilitate a program for citizens & families. Grants funds to businesses and citizens would be used as subsidy payments for utility services and then for other expenditures.

1. As it relates to the \$1,176,558, it is estimated that \$150,000 will be used as payments for the Business Utility Subsidy. The balance of \$1,176,558 not used for Business Utility Subsidy will be dispersed to applicants for business recovery.
2. In the event all of the \$1,176,558 is not utilized during the allotted time for business recovery, the Town may use the balance of the funds for private citizen utility subsidy.

The proposed grant process is an eligible expense based on the following guidelines outlined in Appendix B – Guidance From U.S. Treasury dated April 22, 2020:

5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:

-Expenditures related to the provision of grants to small business to reimburse the costs of business interruption caused by required closures.

Further context showing that the proposed Economic Assistance Program is allowed by the CARES Act Fund is outlined in Appendix C – Frequently Asked Questions as follows:

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and grants meet the other requirements for the use of fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirement would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business”, and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Further context showing that the proposed Economic Assistance Program is allowed by the CARES Act Fund is outlined in Frequently Asked Questions dated May 28, 2020:

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the real of what is administratively feasible, that such assistance is necessary.

\$100,000 for expenses related to COVID-19 to be reimbursed to the Town of Front Royal that will not be submitted to FEMA Public Assistance Program; such as professional service expense incurred to for public safety measures, telework expenses, paid sick leave related to COVID-19, and payroll expenses incurred by the Town related to COVID-19 .

These expenses would be eligible based on the following guidelines outlined in Appendix B – Guidance From U.S. Treasury dated April 22, 2020:

2. *Public Health expense such as:*

-Expense for communication and enforcement by State territorial, local and Tribal governments of public health orders related to COVID-19.

-Expense for public safety measures undertaken in response to COVID-19

3. *Payroll expense for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 health emergency.*

4. *Expenses of actions to facilitate compliance with COVID-19 related public health measures such as:*

-Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions

-Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.

6. Any other COVID-19 related expense reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Further context showing that the proposed expenses related to COVID-19 to be reimbursed to the Town of Front Royal is allowed by the CARES Act Fund is outlined in Frequently Asked Questions dated May 28, 2020 as follows:

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expense for a given employee satisfy the “substantially dedicated condition”?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The following is the Town of Front Royal's anticipated timeline for CARES Act disbursements:

TIMELINE

June 16th	Warren County Board of Supervisors approve distribution
June 18 th	BOS approval for allocation disseminated to Town Manager
June 22 nd	Warren County's CARES Act Committee approves Town's proposal for use of CARES Act Funds
June 23 rd	Town Attorney drafts agreement to use Chamber of Commerce for distribution of Economic Recovery Funds; agreement is sent to Chamber for review; but cannot be executed until approved by Town Council.
June 24 th	Advertisement for Town Budget Amendment sent to newspaper to hold public hearing on July 13 th to amend the Town's FY21 Budget.
July 13 th	Public Hearing held & Town Council approves FY21 Budget Amendment to accept CARES Funds from Warren County
July 13 th	Town Council approves \$1,276,558 million to be distributed to Chamber of Commerce for Economic Recovery. Funds disbursed in blocks of approximately \$250,000

July 14 th	Chamber of Commerce signs contract with Town
July 15 th	Advertisement for Economic Recovery Program begins
July 20 th	Begin accepting applications
July 20 th	Member of Town Finance Department reports to Chamber for assistance during process, will continue reporting to Chamber until Aug 7 th
July 31 st	Deadline for applications received
Aug 3 rd -7 th	Front Royal CARES Act Committee Reviews Applications
Aug 7 th	Town of Front Royal send funds to Chamber for assistance
Aug 14 th	Chamber of Commerce Sends Checks to Approved Applicants
Sept 11 th	Copy of cleared checks to applicants & documentation of expenses incurred by Chamber is sent to Town
Sept 18 th	Town reimburses Chamber for incurred expenses
Sept 30 th	Backup documentation for CARES expenses is sent to Warren County for review
Oct 16 th	Substantiating documents due to Warren County
Nov 6 th	NLT reviews substantiating documents
Nov 20 th	NLT transfers CARES Act funds to Town as appropriate
Dec 4 th	NLT provide auditor substantiating documents for related expenses
Dec 30 th	End of CARES Act qualifying expenses
Jan 22, 2021	NLT for internally funded CARES ACT fund audit to be complete

**AGREEMENT OF CHAMBER OF COMMERCE WITH TOWN OF FRONT ROYAL
THAT CHAMBER OF COMMERCE WILL COMPLY WITH MANAGEMENT AND
DISTRIBUTION OF CARES ACT FUNDS THE CHAMBER OF COMMERCE RECEIVES
FROM THE TOWN OF FRONT ROYAL**

THIS AGREEMENT made and dated this _____ day of _____, 2020, by and between the Town Council of the Town of Front Royal, Virginia, a Municipal Corporation, party of the first part (the “Town), and the Front Royal Warren County Chamber of Commerce (the “Chamber”), a nonprofit, nonsectarian, 501 (c) 6 organization pursuant to the Internal Revenue Code.

WHEREAS, the County of Warren (the “County”), through its Board of Supervisors dated June 16, 2020, approved allocating \$1,276,558 of CARES Act funds, based on the population of the Town. Of the approved allocation, up to \$1,176,558 will be used for economic recovery grant assistance to citizens and businesses located in the Town of Front Royal, all as set for in a memorandum dated June 18, 2020, to Doug Stanley, Warren County Administrator from Matthew A. Tederick, Interim Town Manager, titled “CARES ACT FUNDS” (the “Memorandum”), which said Memorandum is attached hereto, incorporated herein and made a part hereof for all purposes.

WHEREAS, pursuant to Va. Code § 15.2-953, local governments may make gifts and donations of of property, real or personal, or money to chambers of commerce which are nonprofit and nonsectarian.

WHEREAS, the County agreed to allocate the CARES Act funds, and the Town agreed to accept said funds, in accordance with said Memorandum and in accordance with the United States Treasury Department’s requirements as contained in *Appendix D – “Certification for Use of Coronavirus Relief”*, and the Commonwealth of Virginia’s Secretary of Finance’s “*Local Allocations for Federal CARES Coronavirus Relief Funds*” requirements, which requirements are further set forth and outlined in said Memorandum and made a part of said Memorandum.

WHEREAS, the Town agrees to allocate the CARES Act funds to the Chamber acting in the capacity of agent and fiduciary for the Town, and the Chamber agrees to accept and allocate said funds acting in the capacity of agent and fiduciary for the Town, in accordance with said Memorandum and in accordance with the United States Treasury Department’s requirements as contained in *Appendix D – “Certification for Use of Coronavirus Relief”*, and the Commonwealth

of Virginia's Secretary of Finance's "*Local Allocations for Federal CARES Coronavirus Relief Funds*" requirements, which requirements are further set forth and outlined in said Memorandum.

WHEREAS, the Town agrees to reimburse the Chamber for related expenses incurred while acting in capacity of agent and fiduciary for the Town of said Agreement

THEREFORE, that for and in consideration of the premises, and the benefits that flow to each of the parties hereto and to the citizens and residents of the Town of Front Royal, who are also citizens and residents of the County of Warren, the Town and Chamber do each agree as follows:

- (1) The Town agrees to allocate the CARES Act funds to the Chamber, for the Chamber to be acting in the capacity of the Town's agent and fiduciary for the Town, and the Chamber agrees to accept and allocate said funds acting in the capacity of agent and fiduciary for the Town, to be used for economic recovery grant assistance to citizens and businesses located in the Town of Front Royal, as set forth hereafter, and in accordance with the United States Treasury Department's requirements as contained in *Appendix D – "Certification for Use of Coronavirus Relief"* (the "Certification"), and the Commonwealth of Virginia's Secretary of Finance's "*Local Allocations for Federal CARES Coronavirus Relief Funds*" requirements, which requirements are further set forth and outlined in said Memorandum.
- (2) The Chamber agrees that it will be and is responsible for ensuring compliance with all requirements heretofore set forth, including all requirements of the United States Treasury Department, the said Memorandum, this Agreement, and the documentation requirements required by said Certification, and shall ensure that the use of the funds meets all the requirements set forth in said Certification, the Memorandum, and in this Agreement. If the Chamber has questions about ensuring compliance with said requirements, the Chamber will be responsible for resolving its questions by seeking answers to said questions from Rick Farrall, Cost Recovery Manager/Deputy Emergency Manager, Warren County Department of Fire Rescue Services, and from Douglas W. Napier, Town Attorney, and/or from such other appropriate and knowledgeable persons and sources as Rick Farrall and Douglas W. Napier may direct.
- (3) The Chamber agrees to ensure that the use of the CARES Act funds meet the requirements heretofore set forth in this Agreement, in said Memorandum, and in all required Certifications and otherwise.

- (4) The Chamber agrees to promptly reimburse and indemnify the Town in full for any use of the funds by the Chamber or any of its officials, agents, or employees in any manner that is deemed by the United States or the Commonwealth of Virginia to have violated and provision of the grant of funds pursuant to the CARES Act.
- (5) The Chamber agrees that it will complete and file with all required legal entities all certifications, assurances and other documentation and instruments required by law in connection with the grant of moneys under the CARES Act, including the following:

We certify that we have read the above certification and our statements contained herein are true and correct to the best of our knowledge.

By: _____	By: _____	By: _____
Signature:	Signature:	Signature:
Title:	Title:	Title:
Date:	Date:	Date:

- (6) The Town may require the Chamber to secure and execute a liability bond in the amount of \$1,176,558 in favor of the Town of Front Royal to bind itself, its officers, employees and agents for the faithful performance of this Agreement in full compliance with this Agreement, said Memorandum, and said Certification, and upon faithful performance thereof, said bond will be released and discharged; however, upon material breach of any part of this Agreement, said Memorandum, or said Certification, which cause the Town of Front Royal to suffer any monetary damages or loss, said Town may recover the amount of its monetary damages or loss, including its attorneys' fees, expert witness fees, and all costs of litigation, from said bond. Given the current financial situation of the Chamber, the Town will pay for the reasonable expenses incurred by the Chamber in securing said bond. **[SIGNATURES FOLLOWING NEXT PAGE:]**

CHAMBER OF COMMERCE FRONT ROYAL-WARREN COUNTY

By: _____

Authorized Representative/Title/Date

Print Name/Title

Attest: _____

Date

Print Name

TOWN OF FRONT ROYAL, VIRGINIA

By: _____

Eugene R. Tewalt, Mayor

Date

Attest: _____

Tina Presley, Clerk of Town Council Date

Approved as to Form:

Douglas W. Napier Town Attorney

Date

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Council Agenda Statement

Item #10

Meeting Date: July 13, 2020

Agenda Item: COUNCIL APPROVAL – An Ordinance to Amend Chapter 16 – Industrial Development Authority (*2nd Reading*)

Summary: Council is requested to adopt on its second and final reading an ordinance to amend and re-enact Town Code Chapter 16 – Industrial Development Authority. If approved during the second reading a Front Royal Economic Development Authority will be established.

Budget/Funding: None

Meetings: Work Session held June 1, 2020. Public Hearing held June 22, 2020

Proposed Motion: I move that Council adopt on its second and final reading an ordinance to amend and re-enact Town Code Chapter 16 – Industrial Development Authority, as presented.

Approved By: 

Moved _____ Seconded _____

VM Sealock _____ Cockrell _____ Gillispie _____ Holloway _____ Meza _____ Thompson _____

Chapter 16

INDUSTRIAL DEVELOPMENT AUTHORITY

Sections:

16-1 REPEALED.

16.2 REPEALED.

16-3 ESTABLISHMENT

16-4 BOARD OF DIRECTORS; TERMS AND QUALIFICATIONS OF OFFICE

16-5 OFFICERS

16-6 POWERS, DUTIES, AND LIMITATIONS; DEVELOPMENT AREAS

16-1 REPEALED.

16-2 REPEALED.

16-3. ESTABLISHMENT

16-4 BOARD OF DIRECTORS; TERMS AND QUALIFICATIONS OF OFFICE

16-5 OFFICERS

16-6 POWERS, DUTIES, AND LIMITATIONS; DEVELOPMENT AREAS

There is hereby created, pursuant to Title 15.2, Chapter 49, the Industrial Development and Revenue Bond Act, of the Code of Virginia, by the Town Council of the Town of Front Royal, Virginia, a political subdivision of the Commonwealth of Virginia ("Town Council") to be known as the Economic Development Authority of the Town of Front Royal, Virginia, also to be known as the "Front Royal EDA".

16-4 BOARD OF DIRECTORS; TERMS AND QUALIFICATIONS OF OFFICE

(A) The Front Royal EDA created in this Chapter shall be governed by a Board of Directors composed of seven (7) Directors to be appointed by Town Council. Appointments shall be for terms of four (4) years, except appointments to fill vacancies which shall be for the unexpired portion of such term. If, at the end of any term of office of any Director, a successor shall not have been appointed or qualified, the Director whose term of office shall have expired shall continue to hold office until his successor shall be appointed and qualified.

- (B) The seven (7) Directors of the Front Royal EDA shall be appointed initially for terms of one (1) , two (2), three (3) and four (4) years, two (2) being appointed for one-year terms; two (2) being appointed for two-year terms; two (2) being appointed for three-year terms and one (1) being appointed for a four (4)-year term. Subsequent appointments shall be for terms of four (4) years, except appointments to fill vacancies, which shall be for the unexpired terms.
- (C) Each Director shall, before entering upon his duties, take and subscribe the oath prescribed by Va. Code § 49-1, or its successor provision.
- (D) No Director shall be an officer or employee of the Town of Front Royal or the County of Warren.
- (E) Each Director shall be a resident of the Town of Front Royal when appointed as a Director the Front Royal EDA. When a Director ceases to be a resident of the Town of Front Royal, that Director's office shall become immediately vacant and a new Director may be appointed for the remainder of the term.
- (F) The Directors shall receive no salary but may be compensated such amount per regular, special, or committee meeting or per each official representation as may be approved by Town Council, not to exceed \$200.00 per meeting or official representation, or such other amount as may from time to time be set by the Code of Virginia, and shall be reimbursed for necessary traveling and other expenses incurred in the performance of their duties.
- (G) Four (4) members of the Board of Directors of the Front Royal EDA shall constitute a quorum of the Board of Directors for the purposes of conducting its business and exercising its powers and for all other purposes, except that no facilities owned by the Front Royal EDA shall be leased or disposed of in any manner without a majority vote of all members of the Board of Directors. No vacancy in the membership of the Board of Directors shall impair the right of a quorum to exercise all the powers and perform all the duties of the board.
- (H) The Board of Directors of the Front Royal EDA shall keep detailed minutes of its proceedings, which shall be open to public inspection at all times. It shall keep suitable records of its financial transactions and, unless exempted by Va. Code § 30-140 or its successors provision, it shall arrange to have the same audited annually. Copies of such audit shall be furnished to Town Council annually and shall be open to public inspection.
- (I) As a condition to service of office, each Director of the Front Royal EDA shall timely complete and file, in accordance with all requirements of the Code of Virginia, the Statement of Economic Disclosure and comply with all requirements of the State and Local Government Conflicts of Interests Act as provided in Title 2.2, Chapter 31, of the Code of Virginia, or its successor provisions.
- (J) The Board of Directors of the Town EDA shall, upon its formation, promptly promulgate and execute Bylaws, which shall not become effective until ratified by Town Council; and

upon ratification by Town Council, shall be binding upon the Town EDA and its Board of Directors and each of its Directors in each Director's official position as such.

16-5 OFFICERS

The Board of Directors of the Front Royal EDA shall elect from its membership a Chairman, a Vice-Chairman, and from its membership or not, as they desire, a Secretary and a Treasurer, or a Secretary-Treasurer, who shall continue to hold such office until their respective successors are elected.

16-6 POWERS, DUTIES, AND LIMITATIONS; DEVELOPMENT AREAS

- (A) In general and except as expressly set forth in this Chapter, the Front Royal EDA, its Board of Directors, and its individual Directors shall have and exercise all powers and duties and be subject to all duties and responsibilities and shall enjoy all exemptions from liability, as shall be set forth in the Industrial Development and Revenue Bond Act, Code of Virginia, 1950, §§ 15.2-4900 *et seq.*, as amended, or its successor provisions.
- (B) Town Council hereby exercises its power and discretion, under the Industrial Development and Revenue Bond Act of the Code of Virginia and under this Chapter, to limit the type and number of facilities that the Front Royal EDA may finance or assist with financing or facilitate for development under this Chapter. Within any development or redevelopment area or facility the Front Royal EDA or Town Council or a developer proposes for promotion, development, redevelopment, financing, or assist with financing using the Front Royal EDA as a development or redevelopment promoter or facilitator, it may do so only (i) under the authority of this Chapter and under the authority of the Industrial Development and Revenue Bond Act; and further, (ii) the Front Royal EDA may only cause, promote, finance, assist with financing, or facilitate such development or redevelopment such facilities as may be provided for in an economic development, redevelopment, financing, financing assistance, and/or or performance agreement or other similar agreement or agreements as may from time to time be jointly agreed in writing upon between the Front Royal EDA's Board of Directors and Town Council prior to the Front Royal EDA entering into any agreement or memorandum of understanding or similar type agreement or arrangement with any third party. Any Town EDA development, redevelopment, promotional, or financing or similar type agreement or arrangement not in conformity with this provision shall be null and void.
- (C) All agreements, arrangements, and instruments which purports to be legally binding and to which the Town EDA is a party shall be reviewed by a qualified and licensed

attorney-at-law selected by Town Council and shall have affixed there to the signature and date of such signing by such attorney with the notation "Approved as to Legal Form" prior to execution thereof by the Town EDA. Any Town EDA agreement, arrangement, or instrument development, redevelopment or financing agreement or arrangement not in conformity with this provision shall be null and void.

- (D) The Front Royal EDA and its Board of Directors shall have all powers, duties, liabilities, immunities from liabilities, and shall have such limitations upon its authority as set forth in the Industrial Development and Revenue Bond Act of the Code of Virginia and as set forth in in this Chapter, particularly 16-6 (A) and (B) herein.

DRAFT

11



Council Agenda Statement

Item #11

Meeting Date: July 13, 2020

Agenda Item: COUNCIL APPROVAL – VESTA 9-1-1 Phone System for the Police Department

Summary: Council is requested to approve the purchase of VESTA 9-1-1 Phone System in the amount of \$82,159.72 to CenturyLink for use in the Communications Division of the Police Department. The installation will allow the Police Department and Sheriff's Office to be a remote Public Safety Answering Point (PSAP) for each other if one agency has a failure.

Budget/Funding: Funding is available in line item 3104-R47003

Meetings: Work Session held July 6, 2020

Proposed Motion: I move that Council approve the purchase of VESTA 9-1-1 Phone System in the amount of \$82,159.72 to CenturyLink for use in the Communications Division of the Police Department.

Approved By: _____

Moved _____ Seconded _____

VM Seacock _____ Cockrell _____ Gillispie _____ Holloway _____ Meza _____ Thompson _____



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: July 9, 2020
To: Tina Presley, Senior Executive Assistant
From: Alisa Scott, Purchasing Manager
RE: Request to add consent agenda item to Town Council meeting

Purchasing responded to a request from the Police Department with coordination and approval from the IT Department to purchase goods and services specifically for a VESTA 9-1-1 Phone System. The procurement method is cooperative contracting through HGACBuy member number ILC20-9571 on contract no: EC07-18. CenturyLink provided the Town with a proposal based off this contract pricing and a reduced cost was negotiated.

Staff recommends Council move forward with awarding CenturyLink \$82,159.72 for the successful completion of the installation of their NENA i3 compliant Next Generation 9-1-1 (NG9-1-1) call taking solution.

Please find attached to this memo, a recommendation memo from Chief K.L. Magalis, proposal from CenturyLink, and supporting documentation for the associated costs that have been previously competitively bid with award to Syntax Communications.

Please add this recommendation to Council's July 13th, 2020 Regular Meeting as a consent agenda item.

Funding for this good and service is available in line item 3104-R47003.

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



TOWN OF FRONT ROYAL

POLICE DEPARTMENT
23 E. JACKSON STREET
FRONT ROYAL, VIRGINIA 22630-1560

K. L. Magalis

Chief of Police
(540) 635-2111
(540) 635-6160 (Fax)

Date: June 25, 2020
To: Tina Presley
From: Chief K.L. Magalis
Subject: Consent Agenda Items; PSAP VESTA Phone System

Agenda Item: Purchase of new VESTA 9-1-1 Phone System

Summary: Request is being made for the purchase of VESTA 9-1-1 Phone System to be used within the Communications Division of the Police Department. Three (3) dispatching workstations, 1 of which will be a Command Post, will be installed. The installation of this system will allow the Front Royal Police Department and Warren County Sheriff's Office to be remote PSAP's for each other if one agency has a failure. This system is fully NENA i3 compliant Next Generation 9-1-1 (NG9-1-1) call taking solution.

Council Discussion:

Staff Evaluation:

Budget/Funding: The cost associated with the initial purchase for the phone system totals \$82,159.72. There is an additional cost of \$13,900 to run the networking fiber and provide connections between both agencies. The total known costs for this project are \$96,059.72. Funds totaling \$100,000.00 exist in the 19-20 budget, which are currently encumbered and awaiting approval by Council. The purchase price of the phone system will utilize the HGACBuy procurement contract

Legal Evaluation:

Staff Recommendations: Request approval for purchase of VESTA 9-1-1 Phone System for three (3) workstations and networking solutions for redundancy and backup capabilities with Warren County Sheriff's Office.



Customer: Front Royal Police Department
Quote #: VA-CTL625923-Remote
Project Name: Remote PSAP off Warren County 911 System
Created On: 5/4/2020
Expiration Date: 7/24/2020
Account Manager: Rob Robinson
Sales Engineer: Steve Deloach

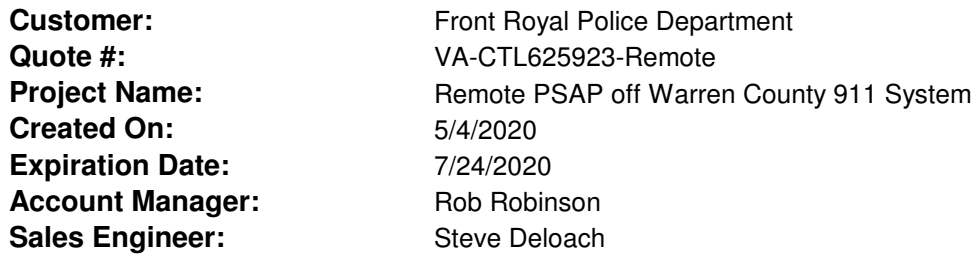
Customer Notes:

Front Royal PD - Add 3 Positions. One Position will be Command Post. Quote does not include any network to connect Host Side A to Host Side B. If Front Royal will be a remote PSAP off The Warren County System and the Node B will not be installed at Front Royal PD, then a Routed Network must be in-place to connect the Remote PSAP to the Warren County Host. This quote does not include any network to connect the host or the Remote PSAP.

HGAC Contract: EC07-18 **Discounts Valid If Contract Signed By July 24, 2020**

Catalog Number	Description	Unit Price	Qty	Total Price	Contract Term (Months)
LOCATION: Front Royal Police Department					
Materials					
873090-11202	V911 LIC EIM I3 MOD	\$ -	2	\$ -	
809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	\$ -	1	\$ -	
809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	\$ -	1	\$ -	
809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	\$ -	1	\$ -	
809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	\$ -	1	\$ -	
809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	\$ -	1	\$ -	
873099-01102	V911 CDR PER SEAT LIC	\$ 100.00	2	\$ 200.00	
PS-OPR-VSML	VPRIME MLTP PER SEAT LIC	\$ 5,277.78	2	\$ 10,555.56	
873099-00502	V911 IRR LIC/DOC/MED	\$ 1,105.56	2	\$ 2,211.12	
61000-409612	DKTP ELITE MINI 705 G5 W/O OS	\$ 934.44	2	\$ 1,868.88	
04000-00441	WINDOWS 10 LTSC LIC	\$ 103.33	2	\$ 206.66	
64000-00600	PC MOUNTING BRKT	\$ 61.11	2	\$ 122.22	
63000-221693	MNTR FP WIDE SCRNL LED 22IN	\$ 263.33	2	\$ 526.66	
64007-50021	KEYPAD 24 KEY USB CBL 12FT	\$ 121.11	2	\$ 242.22	
853030-00302	V911 SAM HDWR KIT	\$ 1,835.56	2	\$ 3,671.12	
853004-00401	SAM EXT SPKR KIT	\$ 186.67	2	\$ 373.34	
02800-20701	HDST K 4W/MOD BLK CARBON	\$ 37.78	2	\$ 75.56	
03044-20000	HDST CORD 12FT 4W MOD BLK	\$ 3.33	2	\$ 6.66	
870890-07501	CPR/SYSPREP MEDIA IMAGE	\$ -	1	\$ -	
64040-60019	PRNTR USB/ETHERNET COLOR	\$ 198.89	1	\$ 198.89	
65000-13403	CBL USB 2.0 A/B 10FT	\$ 3.33	1	\$ 3.33	
873090-11202	V911 LIC EIM I3 MOD	\$ -	1	\$ -	
873099-01102	V911 CDR PER SEAT LIC	\$ 100.00	1	\$ 100.00	
PS-OPR-VSML	VPRIME MLTP PER SEAT LIC	\$ 5,277.78	1	\$ 5,277.78	
873099-00502	V911 IRR LIC/DOC/MED	\$ 1,105.56	1	\$ 1,105.56	
04000-00441	WINDOWS 10 LTSC LIC	\$ 103.33	1	\$ 103.33	
65000-00263	DOCK STATION THUNDERBOLT KIT	\$ 562.22	1	\$ 562.22	
64021-10025	KYBD/MOUSE BNDL	\$ 48.89	1	\$ 48.89	
63000-221693	MNTR FP WIDE SCRNL LED 22IN	\$ 263.33	1	\$ 263.33	
64007-50021	KEYPAD 24 KEY USB CBL 12FT	\$ 121.11	1	\$ 121.11	
853004-00301	CPOST SAM HDWR KIT	\$ 2,535.56	1	\$ 2,535.56	

853004-00401	SAM EXT SPKR KIT	\$	186.67	1	\$	186.67	
870890-07501	CPR/SYSPREP MEDIA IMAGE	\$	-	1	\$	-	
04000-00399	M&R WKST AGENT LIC	\$	160.00	3	\$	480.00	
04000-00400	M&R NETWORK/IP AGENT LIC	\$	87.78	2	\$	175.56	
LOCATION: RapidSoS-CHE							
Support							
809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	\$	-	1	\$	-	60
Implementation							
QINTR-VESTA SOLUTIONS INC.	Integration	\$	1,648.00	1	\$	1,648.00	
Support							
SS-0PR-VSSL-5Y	SPT VPRIME 5YR	\$	4,492.22	2	\$	8,984.44	60
809800-35114	V911 IRR SW SPT 5YR	\$	696.67	2	\$	1,393.33	60
SS-0PR-VSSL-5Y	SPT VPRIME 5YR	\$	4,492.22	1	\$	4,492.22	60
809800-35114	V911 IRR SW SPT 5YR	\$	696.67	1	\$	696.67	60
61050-G819605-5Y	LAPTOP ZBOOK15 G6 W/O OS & WARR 5YR	\$	2,710.00	1	\$	2,710.00	60
809800-16381	M&R PM AV WKST SRVC 5YR	\$	2,680.00	3	\$	8,040.00	60
809800-16347	M&R IP DEVICE SRVC 5YR	\$	1,720.00	2	\$	3,440.00	60
04000-01594	WARR NBD 600/705 G2/G3/G4/G5 5YR	\$	127.78	2	\$	255.56	60
Implementation							
QINTR-VESTA SOLUTIONS INC.	Integration	\$	6,240.00	1	\$	6,240.00	
809800-35109	V911 IWS CFG	\$	222.22	2	\$	444.44	
809800-35108	V911 IWS STG FEE	\$	333.33	2	\$	666.66	
809800-35109	V911 IWS CFG	\$	222.22	1	\$	222.22	
809800-35108	V911 IWS STG FEE	\$	333.33	1	\$	333.33	
809800-17007	FIELD ENG-STANDARD	\$	111.11	40	\$	4,444.40	
000001-06701	V9-1-1 AGENT TRNG	\$	1,333.33	2	\$	2,666.66	
000001-06806	E-LEARN V9-1-1 SMS AGENT DELTA TRNG	\$	327.78	2	\$	655.56	
000001-06795	CPOST ON-SITE TRNG	\$	-	1	\$	-	
Shipping and Handling							
Shipping & Handling	Shipping & Handling	\$	200.00	1	\$	200.00	
Discount							
Discount-Wire	Discount	\$	(266.00)	1	\$	(266.00)	
Discount	One Time New Customer Discount	\$	(6,000.00)	1	\$	(6,000.00)	
Grand Total Price to Customer							\$72,489.72



Customer Notes:

Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees incurred after quote acceptance will be added to the invoice.

© CenturyLink, Inc. All Rights Reserved.

Customer Representative: _____

Customer Signature: _____

Job Title: _____

Date: _____

CenturyLink Representative: _____

CenturyLink Signature: _____

Job Title: _____

Date: _____



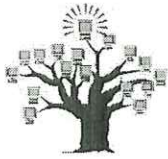
Customer: Front Royal Police Department
Quote #: VA-CTL625923-Remote
Project Name: Remote PSAP off Warren County 911 System
Created On: 5/4/2020
Expiration Date: 7/24/2020
Account Manager: Rob Robinson
Sales Engineer: Steve Deloach
Maintenance Years 1-5
Customer Notes: Price Quote Below is Per Year, paid Annually.
HGAC Contract: EC07-18

Catalog Number	Description	Unit Price	Qty	Total Price	Contract Term (Months)
LOCATION: Front Royal Police Department -CHE					
CCC-PRM-ONS-PLANT-WARR-SUPPORT	CenturyLink Onsite Support	\$ 3,058.73	1	\$ 3,058.73	12
LOCATION: Netclock					
CCC-PRM-ONS-PLANT-WARR-SUPPORT	CenturyLink Onsite Support	\$ 415.85	1	\$ 415.85	12

Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees incurred after quote acceptance will be added to the invoice.

This quote is subject to the agreement currently in force between CenturyLink and Customer under which Customer has agreed to the terms and conditions for purchase of equipment and any associated installation and maintenance (the "Agreement"). This quote will not become effective unless and until CenturyLink and Customer have executed the Agreement referenced in this section.

Customer Representative: _____



**SYNTAX COMMUNICATIONS,
INC.**

Your copper and fiber wiring specialist

Phone: 540-622-3609 Fax: 540-636-4224
216 Grove Farm Road Front Royal, VA 22630
syntax@syntaxcomm.com

Proposal

Version 1

Town of Front Royal

Phone:

Job Number: 200041

Date: 6/15/2020

Job Description:

PD to Sheriff fiber cable

Thank you for the opportunity to allow Syntax Communications to provide a proposal for your company. This proposal will list exact items that will be completed by Syntax Communications, Inc. If you have questions about this proposal please give us a call.

A - Overview

Warren county and the Town of Front Royal would like to provide a network connection between the Sherriff office and the Police department. This proposal will provide the required connection.

B - Scope

As shown on the attached drawing, de-lash 10 spans of 6 strand fiber optic cable going into the old Warren County Social Services building to 6th street.

As-shown on the attached drawing, re-lash 6 spans of the fiber optic cable from 6th street to 5th street and up one span on 5th street. The span going up 5th street will be ty-wrapped to the existing county ABSS fiber cable.

Enter six splice cases and splice 4 strands thru the existing Warren County 72 and 48 strand fiber optic cable as shown on the attached drawing. Verify the splice for accuracy and document.

Test the 4 strands from the Warren County Sherriff to the FR Police Department and document.

Install one new HP web managed switch in the Sherriff building ER and the FRPD building ER. Install one SFP in each of the switches. Install a fiber optic jumper between each switch and the fiber patch panel.

Note: Town IT department will configure the switch.

C - Assumptions

The following assumptions were made during compilation of this estimate:

1. Quote is good for 30 calendar days from the date on this proposal.
2. Customer will provide access to work areas in a timely manner.
3. Work does not require permits.
4. Space and power are available in each of the buildings existing equipment cabinets and racks.

D - Pricing

Price for the cabling work outlined above will be \$13,900.00.

Syntax communications is a full-service communications company capable of providing turnkey voice and data networks. This proposal represents only the components that were requested. If there are other requirements please let us know and we will be happy to quote.

E - Payment schedule

Payment in full is required no greater than 30 days after the date on the invoice. A 1% per month finance charge will be added each month past the payment due date.

Approval

All materials are guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above this estimate. We may withdraw this proposal if not accepted within 30 days. Syntax will use care when removing and replacing ceiling tiles however tiles through age and heat can become brittle, with this in mind Syntax cannot be responsible for replacing broken ceiling tiles.

Authorized Contractors Signature: Robert Williams Date: 6/15/2020

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made 30 days after completion of work.

Authorized Customers Signature: _____ Date: _____

THANK YOU FOR YOUR BUSINESS

12



Council Agenda Statement

Item #12

Meeting Date: July 13, 2020

Agenda Item: COUNCIL APPROVAL – Replacement of In-Car and Body-Worn Cameras for Police

Summary: Council is requested to approve the purchase and replacement of (10) WatchGuard 4Re In-Car camera systems and (24) VISTA WIFI body cameras for the Police Department in the amount of \$162,000 (\$32,400 per year for five years) per Virginia State Contract pricing agreement.

Budget/Funding: current fiscal year line item 3102-47001

Meetings: Work Session held July 6, 2020

Proposed Motion: I move that Council approve the purchase and replacement of (10) WatchGuard 4Re In-Car camera systems and (24) VISTA WIFI body cameras for the Police Department in the amount of \$162,000 (\$32,440 per year for five years) per Virginia State Contract pricing agreement.

Approved By: _____

Moved _____ Seconded _____

VM Sealock _____ Cockrell _____ Gillispie _____ Holloway _____ Meza _____ Thompson _____



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: July 9, 2020
To: Tina Presley, Senior Executive Assistant
From: Alisa Scott, Purchasing Manager
RE: Request to add consent agenda item to Town Council meeting

Purchasing responded to a request from the Police Department to purchase in-car and body-worn cameras to replace cameras that had exceeded their warranty. The Police Department uses brand-name only WatchGuard, an extension of Motorola Solutions, for their essential documentation of evidence. Additionally, WatchGuard is contracted with the State to provide pricing that localities can use to piggyback from previously competed pricing. This saves localities time and resources. This contract number is: E194-73322-MA2200 effective August 23, 2019 through August 22, 2020.

Staff recommends Council move forward with awarding WatchGuard \$162,200.00 for the ten (10) 4Re in-car camera systems and twenty-four (24) newly upgraded VISTA WIFI body-worn cameras. Please find attached to this memo, a recommendation memo from Chief K.L. Magalis, quote from WatchGuard, Motorola financing proposal, and summary of E194-73322-MA2200. Please add this recommendation to Council's July 13th, 2020 Regular Meeting as a consent agenda item.

Staff recommends Council approve payment to Motorola Solutions for a 5-year, 0% interest rate loan of \$32,440 per year.

Funding for this good and service is available in the current fiscal year line item 3102-47001.

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



TOWN OF FRONT ROYAL

POLICE DEPARTMENT
23 E. JACKSON STREET
FRONT ROYAL, VIRGINIA 22630-1560

K. L. Magalis

Chief of Police
(540) 635-2111
(540) 635-6160 (Fax)

Date: June 25, 2020
To: Tina Presley
From: Chief K.L. Magalis
Subject: Consent Agenda Items

Agenda Item: Purchase of Replacement WatchGuard In-Car and Body Camera Replacement

Summary: Request is being made for the purchase and replacement of ten (10) WatchGuard 4Re In-Car camera systems for the Patrol Division fleet vehicles and twenty-four (24) VISTA WIFI body cameras.

The FRPD implemented WatchGuard 4Re In-Car and Vista Body Worn Cameras (BWC) in 2016, purchasing ten (10) in-car cameras and thirty (30) body worn cameras for the Patrol Division. The current 5-year in-car camera hardware and software warranty expires in February 2021. The body cameras 3-year extended hardware warranty expired in July 2019. The hardware warranties allow for a no-fault advanced replacement of all the equipment and the software warranty provides automated software updates and customer service for the backend "Evidence Library" video management software.

The original VISTA body worn cameras have exceeded their end of service life and the current 4Re in-car systems will reach their end of service life in FY21.

Council Discussion:

Staff Evaluation:

Budget/Funding: The attached bundled proposal from WatchGuard provides for replacement of the ten (10) 4Re in-car camera systems and twenty-four (24) newly upgraded VISTA WIFI body worn cameras at a cost of \$162,200.00 per Virginia State Contract pricing agreement. The proposal includes all necessary equipment, trade-in credit for existing equipment, no-fault warranty for the equipment and software, and migration of current and future data storage to Evidencelibrary.com Cloud.

As WatchGuard was recently purchased by Motorola Solutions, they have now offered a 5-year, 0% interest rate lease proposal of \$32,440 per year. Allocated FY20 funds have been encumbered to pay for the first-year lease.



TOWN OF FRONT ROYAL

POLICE DEPARTMENT
23 E. JACKSON STREET
FRONT ROYAL, VIRGINIA 22630-1560

K. L. Magalis

Chief of Police
(540) 635-2111
(540) 635-6160 (Fax)

Legal Evaluation: Since implementing, the body worn camera program has shown to promote accountability, transparency, and legitimacy across our agency. The presence of the cameras helps ensure events are captured from an officer's perspective. They quickly document evidence and potentially reduce the number of civil lawsuits against the Town of Front Royal, Police Department, and individual police officers. Over the past four years, the in-car and body cameras have dramatically reduced the amount of time and resources required to conduct internal investigations regarding complaints filed against officers, therefore mitigating the risk of frivolous litigation which can result in large monetary settlements. The cameras also provide essential documentary evidence to our Commonwealth's Attorney office to assist in the prosecution of criminal cases.

Staff Recommendations: Request approval for purchase of the WatchGuard In-Car and Body Worn Camera replacement.



4RE/VISTA Price Quote

CUSTOMER: Front Royal Police Department

ISSUED: 12/16/2019 10:30 AM

EXPIRATION: 3/31/2020 10:00 AM

TOTAL PROJECT ESTIMATED AT:
\$162,200.00

ATTENTION: Major Nicewarner

SALES CONTACT: Robert Michnick

PHONE: 540-635-2111

DIRECT: (469) 342-8931

E-MAIL:

E-MAIL:
robert.michnick@motorolasolutions.com

4RE and VISTA Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-EXT-WIF-BUN	VISTA HD WiFi and 4RE System Bundle. Includes 4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, ZSL camera, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket. It will also include the VISTA HD Wi-Fi Extended Capacity Wearable Camera with 9 hours continuous HD recording, one camera mount, 32 GB of storage, Wi-Fi docking base, Power over Ethernet Smart Switch	10.00	\$5,550.00	\$0.00	\$55,500.00
VIS-EXT-WIF-001	VISTA HD WiFi Additional Camera Only	14.00	\$995.00	\$0.00	\$13,930.00
HDW-ETH-SWT-005	VISTA HD, 4RE, Smart PoE Switch	10.00	\$250.00	\$0.00	\$2,500.00
VIS-CHG-BS2-KIT	VISTA Charging Base R2 Kit, incl. Power and USB Cables	1.00	\$95.00	\$0.00	\$95.00
VIS-VTS-DTC-001	VISTA Transfer Station Assy, 8 Cameras, Ethernet, DEV 144, Enhanced ESD Protection	3.00	\$1,495.00	\$0.00	\$4,485.00
VIS-CHG-WIF-KIT	VISTA HD, WiFi Charging Radio Base Kit, incl. Power and Cables	10.00	\$250.00	\$0.00	\$2,500.00
VIS-CHG-MAG-001	Charging Cable, VISTA QuickConnect 12V Magnetic Mobile Charging Kit	10.00	\$99.00	\$99.00	\$0.00

VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-WIF-NOF	Warranty, VISTA WiFi, 3 Year No-Fault	24.00	\$450.00	\$450.00	\$0.00

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
CAM-4RE-PAN-NHD	Additional Front Camera, 4RE, HD Panoramic	10.00	\$200.00	\$0.00	\$2,000.00

Wireless Video Transfer and Networking Options

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



4RE/VISTA Price Quote

Actual Usage Assigned, Annually per device					
ELC-LRS-AUP-QTR	EvidenceLibrary.com Actual Usage Estimated Monthly Charges. Please note this is an estimate only based on your ultimate storage needs, and is invoiced monthly in arrears.	1,000.00	\$0.03	\$0.00	\$30.00
					\$10,060.00

EvidenceLibrary.com

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
ELC-SAH-AUP-ASD	Evidencelibrary.com, Software and Hosting, Actual Usage Assigned, Annually per device	34.00	\$295.00	\$0.00	\$10,030.00
ELC-LRS-AUP-QTR	EvidenceLibrary.com Actual Usage Estimated Monthly Charges. Please note this is an estimate only based on your ultimate storage needs, and is invoiced monthly in arrears.	1,000.00	\$0.03	\$0.00	\$30.00
					\$10,060.00

EvidenceLibrary.com

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
ELC-SAH-AUP-ASD	Evidencelibrary.com, Software and Hosting, Actual Usage Assigned, Annually per device	34.00	\$295.00	\$0.00	\$10,030.00
ELC-LRS-AUP-QTR	EvidenceLibrary.com Actual Usage Estimated Monthly Charges. Please note this is an estimate only based on your ultimate storage needs, and is invoiced monthly in arrears.	1,000.00	\$0.03	\$0.00	\$30.00
					\$10,060.00

EvidenceLibrary.com

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
ELC-SAH-AUP-ASD	Evidencelibrary.com, Software and Hosting, Actual Usage Assigned, Annually per device	34.00	\$295.00	\$0.00	\$10,030.00
ELC-LRS-AUP-QTR	EvidenceLibrary.com Actual Usage Estimated Monthly Charges. Please note this is an estimate only based on your ultimate storage needs, and is invoiced monthly in arrears.	1,000.00	\$0.03	\$0.00	\$30.00
					\$10,060.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$34,160.00
Additional Quote Discount	\$0.00
Total Amount	\$162,200.00

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



4RE/VISTA Price Quote

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	10.00	\$200.00	\$0.00	\$2,000.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	10.00	\$0.00	\$0.00	\$0.00
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	10.00	\$100.00	\$100.00	\$0.00
WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	10.00	\$200.00	\$200.00	\$0.00
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	10.00	\$325.00	\$325.00	\$0.00
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	10.00	\$450.00	\$450.00	\$0.00

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
BRK-DV1-MIC-100	Migrate 4TB Data	4.00	\$400.00	\$0.00	\$1,600.00
DV1-AOH-GPS-RFB	Vista Refresh Program	24.00	\$1,185.00	\$0.00	\$28,440.00
DV1-BMD-GPS-RFB	Year 3-6 No Fault Warranty	24.00	\$450.00	\$450.00	\$0.00
DV1-CMD-GPS-RFB	4RE Trade-In Credit	10.00	\$-300.00	\$0.00	\$-3,000.00
DV1-DOH	Vista Trade-In Credit	34.00	\$-100.00	\$0.00	\$-3,400.00
SVC-4RE-RMT-410	Remote System Setup, Configuration, Testing and Admin Training	1.00	\$750.00	\$0.00	\$750.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$820.00	\$820.00	\$0.00
					\$107,400.00

EvidenceLibrary.com

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
ELC-SAH-AUP-ASD	Evidencelibrary.com, Software and Hosting, Actual Usage Assigned, Annually per device	34.00	\$295.00	\$0.00	\$10,030.00
ELC-LRS-AUP-QTR	EvidenceLibrary.com Actual Usage Estimated Monthly Charges. Please note this is an estimate only based on your ultimate storage needs, and is invoiced monthly in arrears.	1,000.00	\$0.03	\$0.00	\$30.00

Server Hardware and Software

Part Number	Detail	Qty	Direct	Discount	Total Price
HDW-UPL-SRV-501	Server, Upload, 1U, EvidenceLibrary.com, 60 Concurrent Devices, 5 Year Warranty	1.00	\$4,500.00	\$0.00	\$4,500.00
					\$14,560.00

EvidenceLibrary.com

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
ELC-SAH-AUP-ASD	Evidencelibrary.com, Software and Hosting,	34.00	\$295.00	\$0.00	\$10,030.00

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



4RE/VISTA Price Quote

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

Date: May 13, 2020

Financing proposal for: **Front Royal Police**

Communications System Financing Proposal

Motorola Solutions Credit Company LLC is pleased to submit the following proposal for the financing of your Motorola Communications Watch Guard solution in accordance with the terms and conditions outlined below.

Transaction Type: Municipal Lease-Purchase Agreement

Lessor: Motorola Solutions, Inc. (or its Assignee)

Lessee: **Front Royal Police**

Amount: \$162,200.00
Down Payment: \$0.00
Balance to Finance: \$162,200.00

Equipment: As per the Motorola equipment proposal.

Title: Title to the equipment will vest with the Lessee.

Insurance: Lessee will be responsible to insure the equipment as outlined in the lease contract.

Taxes: Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

Option One

Lease Term: Five Years

Payment Frequency: Annual

Payment Structure: Arrears

Lease Rate: 0.00%

Lease Factor: 0.200000

Lease Payment: \$32,440.00

Payment Commencement: First payment due one year after contract execution.

Expiration: This above lease rates and factors are valid for all leases commenced by 5/28/2020

Qualifications: Receipt of a properly executed documentation package.

Lessee qualifies as a political subdivision or agency of the State as defined in the Internal Revenue Code of 1986. The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last years audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final Motorola credit committee approval. This quote is based on the general level of interest rates, primarily U.S. Treasury Bills of like term maturity. Any movement in those rates in excess of 10 basis points will result in the revision of this quote.

LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE

Documentation: Municipal Equipment Lease Purchase Agreement
Opinion of Counsel
Schedule A / Equipment List
Schedule B / Amortization Schedule
8038G
UCC-1
Certificate of Incumbency
Statement of Essential Use/Source of Funds
Evidence of Insurance or Statement of Self Insurance

Please feel free to contact me if there are any questions or if an alternate structuring is required.

Regards,
Bill Stancik
Motorola Customer Financing
847-538-4531

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Council Agenda Statement

Item #13

Meeting Date: July 13, 2020

Agenda Item: COUNCIL APPROVAL – Avtec Radio Consoles for Police Department

Summary: Council is requested to approve the purchase of replacement end of life radio console equipment from Avtec, a Motorola Company in the amount of \$12,822 for the completion of professional services and expenses for this project.

BUDGET/FUNDING: Funding available in following line items 3102-R47001 Police Patrol – Machinery & Equipment (\$12,000) and 3102-47001 Police Patrol Machinery & Equipment (\$822.00).

Meetings: Work Session held July 6, 2020

Proposed Motion: I move that Council approve the purchase for replacement of end of life radio console equipment from Avtec, a Motorola Company in the amount of \$12,822 for the completion of professional services and expenses for this project.

Approved By: _____

Moved _____ Seconded _____

VM Seacock _____ Cockrell _____ Gillispie _____ Holloway _____ Meza _____ Thompson _____



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: July 9, 2020
To: Tina Presley, Senior Executive Assistant
From: Alisa Scott, Purchasing Manager
RE: Request to add consent agenda item to Town Council meeting

Purchasing responded to a request from the Police Department with coordination and approval from the IT Department to purchase goods and services specifically for replacement of end of life radio consoles. The procurement method is sole source. There is no other source practicably available to provide the upgraded equipment and services to current equipment and services.

Staff recommends Council move forward with awarding AVTEC, a Motorola company \$12,822 for the successful completion of the professional services and expenses for this project.

Please find attached to this memo, a quote from AVTEC for a complete six year purchasing quote of which the Town is currently only responsible for the professional services and expenses. Please add this recommendation to Council's July 13th, 2020 Regular Meeting as a consent agenda item.

Funding for this good and service is available in the following line items 3102-R47001 Police Patrol – Machinery & Equipment (\$12,000) and 3102-47001 Police Patrol Machinery & Equipment (\$822.00)

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



100 Innovation Place
Lexington, SC 29072, USA
1-800-310-7045, x3605
1-803-358-3605
IS@avtecinc.com

Purchasing Contact

Name: - CoEE Team
Account: Motorola Solutions
Address: 1301 East Algonquin
City, State: Schaumburg, IL 60196
Phone: 847-387-2734
Email: acequote@avtecinc.com
Project Name: Front Royal MIP Replacement
Requested Install Date:

Quote Number: Q-07150
Quote Date: 6/29/2020 10:42 AM
Quote Valid Through: 10/22/2020
Prepared By: Melissa Cavallo

PLEASE NOTE THAT THE BELOW LICENSES ARE REQUIRED TO IMPLEMENT AVTEC WHEN CONNECTING THROUGH A WIRELINE INTERFACE TO ONE OF THE FOLLOWING TRBO SYSTEMS, Sold Separately on MOL. THIS DOES NOT APPLY TO CONVENTIONAL INTERFACES OR SYSTEMS NOT SHOWN BELOW.

CAPACITY PLUS (MULTI SITE)/LINKED CAPACITY PLUS

You need these licenses for all repeaters or all peers with the exception of the Data Revert Repeaters.

HKVN4206A – XPR / SLR 5700 VOICE NETWORK INTERFACE SVC
HKVN4209A – MTR 3000 / SLR 8000 VOICE NETWORK INTERFACE SVC

CAPACITY MAX

HKVN4317A - MOTOTRBO Capacity Max VRC Gateway
HKVN4318A - MOTOTRBO Capacity Max VRC Gateway Talkpath Licenses

CONNECT PLUS

TT2657 - XRT 9100 Gateway
HKVN4305A - XRT 9100 Gateway Block of 10 Talkpaths (Release 1.6 and later)

CONSOLE (OPERATOR) POSITION HARDWARE/SOFTWARE

Item #	Qty	Model Number	Description	Unit Price (USD)	Net Price (USD)
1	3.00	DSSFWSCOUTE8SK	Includes a license for a Scout Enterprise Console with Software Audio Package with all features and functionality of Scout EX Console. Scout E8 enables access to a maximum of (8) Conventional and/or Trunked channels concurrently. Includes IRR. Software License version.	\$12,495.00	\$0.00
2	3.00	DSACCUSBMIC	Avtec USB Desk Mic for software console.	\$617.00	\$0.00
3	3.00	DSACCUSBSPK2	Avtec USB dual speaker kit for software console	\$808.00	\$0.00
4	3.00	DSACCUSBFSWSING	USB PTT Footswitch Accessory Software Media Workstation	\$301.00	\$0.00
5	3.00	DSACCUSBHJB	Avtec USB jack box for software console	\$765.00	\$0.00
6	3.00	DSUSBHUB10	10 Port USB Hub, USB 3.0	\$75.00	\$0.00
			Subtotal		\$0.00

GATEWAYS AND ENDPOINT HARDWARE/SOFTWARE

Item #	Qty	Model Number	Description	Unit Price (USD)	Net Price (USD)
7	1.00	DSSFWVPGLOSK	Redundant VPGate Software License for a maximum of 24 endpoints; up to 12 may be "B" Licenses. Software license version.	\$8,287.00	\$0.00

Item #	Qty	Model Number	Description	Unit Price (USD)	Net Price (USD)
8	4.00	DSOUTPOST-2R	RADIO CONTROLLER, VOIP, 2 PORTS, 12 VDC INPUT	\$2,275.00	\$0.00
9	4.00	DSOUTPOSTAPX	Kit to add support for (1) each Motorola APX endpoint. Includes Software License. Cable included; Outpost purchased separately.	\$1,031.00	\$0.00
			Subtotal		\$0.00

RACKING EQUIPMENT

Item #	Qty	Model Number	Description	Unit Price (USD)	Net Price (USD)
13	1.00	DSOUTPOST-RACK-PKG	3U RACK MOUNT SHELF (1-4 OUTPOST RADIOS) WITH RACKMOUNT PS	\$622.00	\$0.00
			Subtotal		\$0.00

Console Equipment, Software, & Licensing Total:					\$0.00
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Avtec products include a 12-month warranty. The warranty covers hardware repairs, software defect fixes, and includes the ScoutCare program of Software Maintenance, Business hours remote support, 24x7 emergency support, and Technical Training. After the warranty period, Customer may renew ScoutCare and as an additional add-on ScoutCare HW.

SHIPPING, HANDLING, AND INSURANCE

Item #	Qty	Model Number	Description	Price Each (USD)	Extended Price (USD)
26	692.00	DSAVTECSHIP	SHIPPING, HANDLING, AND INSURANCE	\$1.00	\$692.00

PROFESSIONAL SERVICES AND EXPENSES

Item #	Qty	Service Type	Unit Price (USD)	Net Price (USD)
10	7.00	DSSVC-CSLT-PE	\$1,250.00	\$8,750.00
11	1.00	DSAIRFARE	\$1,555.00	\$1,555.00
12	5.00	DSPERDIEM	\$365.00	\$1,825.00

Shipping and Professional Services Subtotal:				\$12,822.00
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Grand Total:				\$12,822.00
<i>Prices shown in USD. Taxes Not Included</i>				

Year 1

Item #	Qty	Model Number	Description	Net Price (USD)
1	0.00	DSHARDWARE	ScoutCare Hardware Option: Annual Extended Maintenance Program for hardware repairs. ScoutCare is a prerequisite for the Hardware Option to become effective.	\$0.00
2	0.00	DSSCOUTCARE	One additional year of ScoutCare. Includes no charge software maintenance, 24/7/365 Technical Support, and Web Portal Access.	\$0.00
				\$0.00

Year 2

Item #	Qty	Model Number	Description	Net Price (USD)
3	1,500.00	DSHARDWARE	ScoutCare Hardware Option: Annual Extended Maintenance Program for hardware repairs. ScoutCare is a prerequisite for the Hardware Option to become effective.	\$1,500.00
4	7,500.00	DSSCOUTCARE	One additional year of ScoutCare. Includes no charge software maintenance, 24/7/365 Technical Support, and Web Portal Access.	\$7,500.00
				\$9,000.00

Year 3

Item #	Qty	Model Number	Description	Net Price (USD)
5	1,500.00	DSHARDWARE	ScoutCare Hardware Option: Annual Extended Maintenance Program for hardware repairs. ScoutCare is a prerequisite for the Hardware Option to become effective.	\$1,500.00
6	7,500.00	DSSCOUTCARE	One additional year of ScoutCare. Includes no charge software maintenance, 24/7/365 Technical Support, and Web Portal Access.	\$7,500.00
				\$9,000.00

Year 4

Item #	Qty	Model Number	Description	Net Price (USD)
7	1,500.00	DSHARDWARE	ScoutCare Hardware Option: Annual Extended Maintenance Program for hardware repairs. ScoutCare is a prerequisite for the Hardware Option to become effective.	\$1,500.00
8	7,500.00	DSSCOUTCARE	One additional year of ScoutCare. Includes no charge software maintenance, 24/7/365 Technical Support, and Web Portal Access.	\$7,500.00
				\$9,000.00

Year 5

Item #	Qty	Model Number	Description	Net Price (USD)
9	1,500.00	DSHARDWARE	ScoutCare Hardware Option: Annual Extended Maintenance Program for hardware repairs. ScoutCare is a prerequisite for the Hardware Option to become effective.	\$1,500.00

Item #	Qty	Model Number	Description	Net Price (USD)
10	7,500.00	DSSCOUTCARE	One additional year of ScoutCare. Includes no charge software maintenance, 24/7/365 Technical Support, and Web Portal Access.	\$7,500.00
				\$9,000.00

Year 6

Item #	Qty	Model Number	Description	Net Price (USD)
11	1,500.00	DSHARDWARE	ScoutCare Hardware Option: Annual Extended Maintenance Program for hardware repairs. ScoutCare is a prerequisite for the Hardware Option to become effective.	\$1,500.00
12	7,500.00	DSSCOUTCARE	One additional year of ScoutCare. Includes no charge software maintenance, 24/7/365 Technical Support, and Web Portal Access.	\$7,500.00
				\$9,000.00

Grand Total Including ScoutCare:				\$57,822.00
<i>Prices shown in USD. Taxes Not Included</i>				

ScoutCare covers software maintenance, support services, and training. ScoutCare HW is a separate maintenance plan that provides no cost repairs on Avtec equipment and is only available if the software maintenance plan is purchased. Any ScoutCare coverage contracted at time of System purchase will guarantee no increase in price for the years covered. If ScoutCare coverage lapses, renewal requires a reinstatement fee.

This Quotation is subject to Motorola's Commercial Terms and Conditions

Your signature is required as an acknowledgement that you have read and agree with the terms and conditions.

Date: _____

PO#: _____

Preferred Ship Date (CRSD): _____

Ship Early: Yes / No

Ship Partial: Yes / No

Name: _____

Signature: _____

To Order: Please complete the above and send this to ats.support@motorolasolutions.com along with the PO.

Thank you for your business!

Commercially reasonable efforts have been made to determine end user functionality and exact configuration requirements. Customer is responsible for reviewing and validating configuration. Change orders will be processed for additional out-of-scope material and labor, or other required deviations from quotation.

Notes

QUOTE TERMS AND CONDITIONS

Terms and Conditions of Offer

- This proposal is based on the requirements provided by the customer. We reserve the right to correct mathematical or other errors in the quotation.
- Final Acceptance of Sales Orders by Avtec, LLC. are subject to approved credit.
- Execution of a Statement of Work (SOW) is required prior to order acceptance, except for product purchases without services that are purchased under an existing Master contract executed by the customer.
- Change Orders must be processed for additional out-of-scope material and labor, or other required deviations from quotation.
- All quotations purchased under NASPO ValuePoint, GSA, or other Master Supply Agreement are subject to the applicable contract's terms and conditions and supersede any conflicting terms listed here.
- NASPO ValuePoint quotations that include Avtec on-site services include 2 labor days per person/per trip for travel to and from the site of performance.
- For any quotations specifying "Prepaid & Add" (PPD&ADD), Avtec pays the transportation charges and adds the charges to the invoice for reimbursement from the Customer.
- Customer shall pay all amounts due Avtec under this Agreement without deduction or offset in United States dollars (USD) by either (i) direct transfer of immediately available funds to Avtec's bank account designated by Avtec from time to time, or (ii) by delivery to Avtec of Customer's check drawn on a bank domiciled in the United States and backed by sufficient funds. Without limiting the generality of the foregoing, in no event may any payment due Avtec be made by credit card without prior express written authorization of Avtec.
- Software licenses purchased to expand an existing system with expired ScoutCare are ineligible for software defect fixes or ScoutCare services, unless ScoutCare is reinstated on the existing System. Contact Sales for additional information.

Taxes, Credit, Warranty, ScoutCare Pricing, and Returns

- **All sales/use taxes and duties are the responsibility of the customer. Quoted prices are exclusive of sales and use taxes.**
- Customer must self-remit use taxes and duties to the proper authorities, excepting Avtec will assess and remit sales and use taxes for Customer's convenience in the following states: CA, FL, KY, LA, MN, MO, SC, TX, and WA, unless a valid exemption certificate is provided in a timely fashion.
- Where the Customer is required to withhold taxes and duties from payments to Avtec, the Customer is responsible to notify Avtec and to work with Avtec to define method of tax and duty representation on the quote.
- If outstanding payments are past due, no additional credit or services will be extended to the Customer until all past due amounts have been received in full.
- Avtec products include a 1 year hardware and software warranty as well as 1 year of ScoutCare maintenance. ScoutCare starts at system acceptance when Avtec performs implementation services, or 90 days after shipment if customer performs implementation services. See warranty terms for more details.
- Software licenses purchased to expand an existing system with expired ScoutCare are ineligible for software defect fixes or ScoutCare services, unless ScoutCare is reinstated on an existing system. Contact Sales for additional information.
- ScoutCare pricing on this quotation will be honored as a multi-year contractual commitment (up to 4 years from warranty expiration) when executed as part of the original system purchase. The cost for additional years is not included in the Grand Total. Payment may be made at time of initial sale, or annually prior to the expiration of each coverage period. ScoutCare is non-cancellable.
- Hardware returned for reasons other than defects incur a 25% restocking fee. Returned items must be in unused condition and in original packaging. Customer is responsible for return shipping, insurance, and transport charges. Software licenses can only be returned if determined to be materially defective under the terms of the license agreement.

Notes and Design Assumptions

Customer accepts responsibility to procure, configure, install, terminate and test all networking infrastructure and cabling, meeting the supplied Scout specifications, unless otherwise stated in the Scope of Work.

Notice: This system has been configured for IP recording only. In the event analog recording is desired, additional Outpost gateways may be required.

Scout supports multiple vendors' radio, telephony, and logging recorder systems via a direct IP interface, with varying capabilities. Visit www.avtecinc.com/scout/integration for more information.

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Council Agenda Statement

Item #14

Meeting Date: July 13, 2020

Agenda Item: COUNCIL APPROVAL – Resolution for Employee Appreciation Day

Summary: Council is requested to approve a Resolution designating Employee Appreciation Day as July 15, 2020, as presented.

Budget/Funding: None

Meetings: None

Proposed Motion: I move that Council approve a Resolution designating Employee Appreciation Day as July 15, 2020, as presented.

Approved By: _____

Moved _____ Seconded _____

VM Seacock _____ Cockrell _____ Gillispie _____ Holloway _____ Meza _____ Thompson _____

RESOLUTION
Town of Front Royal Employee Appreciation Day

WHEREAS, the Town of Front Royal has 168 full-time and part-time employees; and,

WHEREAS, the Town employees are recognized as professionals who accept and meet the daily challenges of providing quality service to the Town's citizens and visitors; and,

WHEREAS, Town employees and departments have received numerous commendations from state and federal agencies; and,

WHEREAS, Town employees face many daily challenges during the ongoing COVID-19 Pandemic, but continue their excellence in the workplace by demonstrating dependability, initiative, and accountability; and,

WHEREAS, during COVID-19 many Town employees worked outside of their normal job duties to accomplish unforeseen objectives. On numerous occasions, department were recognized by localities across the Commonwealth of Virginia for their superior work product and initiatives in the face of the ever-changing environment from COVID-19; and,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Front Royal, Virginia hereby express deep and sincere appreciation to all the employees of the Town of Front Royal for their dedication, service, vital contributions to the community and consistently exceeding expectations in order to achieve desired results and objectives; and,

BE IT FURTHER RESOLVED that July 15, 2020 be designated as "*Town of Front Royal Employee Appreciation Day*"

APPROVED:

Eugene R. Tewalt, Mayor

Attest:

Tina L. Presley Clerk of Council

THIS RESOLUTION was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on July 13, 2020 upon the following recorded vote:

William A. Sealock	<u>Yes/No</u>	Gary L. Gillispie	<u>Yes/No</u>
Lori A. Cockrell	<u>Yes/No</u>	Jacob L. Meza	<u>Yes/No</u>
Chris Holloway	<u>Yes/No</u>	Letasha T. Thompson	<u>Yes/No</u>

Approved as to Form and Legality:

Douglas W. Napier, Town Attorney

Dated: _____

15



Council Agenda Statement

Item # 15

Meeting Date: July 13, 2020

Agenda Item: CLOSED MEETING – Personnel

Motion to Go Into Closed Meeting

I move that Town Council go into Closed Meeting to discuss and consider the assignment, appointment, promotion, performance and salaries of specific public officers, appointees, or employees of the Town, 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 member's knowledge, as recognized by each Mayor and Council member's affirmative vote, that only such public business matters lawfully exempted from Open Meeting requirements under the Virginia Freedom of Information Act as were identified in the motion by which the Closed Meeting was convened were heard, discussed or considered in the Closed Meeting by the Mayor and Council, and that the vote of each individual member of the Mayor and Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.

Approved By: _____

Moved _____ Seconded _____

VM Sealock _____ Cockrell _____ Gillispie _____ Holloway _____ Meza _____ Thompson _____