TOWN COUNCIL WORK SESSION

Monday, December 2, 2013 @ **6:30pm**

Front Royal Administration Building

1. CLOSED MEETING – Interviews for Urban Forestry Advisory Commission (UFAC)

Motion to go Into Closed Meeting

I move that Council convene and go into Closed Meeting for the purpose of assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of a public body, specific to interviews for the Urban Forestry Advisory Commission (UFAC), 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 Council certify that to the best of each member's knowledge, as recognized by each Council member's affirmative vote, that only such public business matters lawfully exempted from Open Meeting requirements under the Virginia Freedom of Information Action as were identified in the motion by which the Closed Meeting was convened were heard, discussed or considered in the Closed Meeting by Council, and that the vote of each individual member of Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.

Town/Staff Related Issues:

2. Update from BKV Pertaining to Police Headquarters – No Backup - *Police Chief*
3 Sergeants Pay Scale – *Police Chief*
4. Sale of Blue Creek Wind Renewable Energy Certificates (RECs) – *Director of Energy Services*
5. MAP-21 Transportation Alternatives Program Grant Application – *Director of Planning/Zoning*
6. Continued Discussion on EnerGov Software with County – *Director of Planning/Zoning*
7. Revenue Sharing with VDOT – *Director of Environmental Services*
8. Happy Creek Trail Memorial Benches – *Director of Environmental Services*
9. Contract to Purchase and Sell Real Estate (IDA/Town/County) for Police Department Site – *Town Attorney*
10. Renewal for 2nd 5 year term of Virginia PCS Alliance, L.C. (NTELOS) Lease – *Town Attorney*

Council/Mayor Related Issues:

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

Motion to go Into Closed Meeting

I move that Council convene and go into Closed Meeting for the discussion or consideration of the disposition of publicly held real property, specifically, property located on West Main Street and N. Royal Avenue, where discussion in an Open Meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711A.3. of the Code of Virginia.

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

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

Work Session

Meeting Agenda Item No. 3

Town of Front Royal, Virginia
Work Session Agenda Form

Date:

Agenda Item:

Summary: Following the approval of the Master Police Office program, I evaluated the sergeant's salary pay scale. At current salary the sergeant's pay scale is $42,868.80 to $67,204.80. The MPO pay scale is currently$52,000.00 to $66,560.00. I am requesting the sergeant's pay scale be increased to $57,000.00 to $72,000.00 which will allow progression within the police department when sergeant's positions become available.

Council Discussion:

Staff Evaluation:

Budget/Funding: $6,120.80 this will bring two of my sergeants up to the starting pay of $57,000.00

Legal Evaluation:

Staff Recommendations:

Town Manager Recommendation:

Council Recommendation:

□ Additional Work Session □ Regular Meeting □ No Action

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

TOWN OF FRONT ROYAL

POLICE DEPARTMENT
24 WEST MAIN STREET
FRONT ROYAL, VIRGINIA 22630-1560

NORMAN A. SHIFLETT
Chief of Police
(540) 635-2111
(540) 635-6160 (Fax)

To: Steve Burke, Town Manager

From: Norman A. Shiflett, Chief of Police

Date: September 13, 2013

Subject: Sergeant Pay Scale

The current Sergeants pay scale is $42868.80 to $67204.80; I am requesting Council consider an increase in the Sergeants pay scale to $57000.00 to $72000.00.

The MPO pay scale is:

PO I: $37440.00 to $39520.00
PO II: $39000.00 to $42640.00
PO III: $43160.00 to $50960.00
MPO: $52000.00 to $66560.00

This requested increase will bring the Sergeants pay in line and comparable to the MPO pay scale and eliminate any potential pay inadequacy in any future Sergeant promotions.

Below you will find a survey of current Sergeant pay scales from surrounding areas:

Front Royal Police:	$42036.80 to $67204.80
Winchester Police:	$47756.80 to $76419.20
Culpeper Police:	$41838.00 to $66934.00
Harrisonburg Police:	$42868.80 to $67204.80

Work Session

Meeting Agenda Item No. 4

Town of Front Royal, Virginia
Work Session Agenda Form

Date: 12/2/13

Agenda Item: Sale of Blue Creek Wind Renewable Energy Certificates (RECs)

Summary: The Town of Front Royal signed a purchase power agreement (PPA) in June 2012 for 1.7MW of energy from the Blue Creek Wind Farm for a period of ten years. As part of the agreement, we have the rights to the RECs generated from this project. AMP has acted on behalf of Blue Creek Wind Participants in prior years to sell renewable energy certificates (RECs) to third parties, returning revenue to those members who chose to sell their portion of RECs in the project. AMP is currently seeking authorization to sell Blue Creek RECs to any qualified purchaser for the 2014 and 2015 timeframe.

Council Discussion:

Staff Evaluation: A Renewable Energy Certificate (REC), also known as a Renewable Energy Credit, is created for each megawatt-hour (1 MWh, or 1000 kilowatt-hours) of renewable electricity generated and delivered to the power grid. These certificates can be sold and traded or bartered, and the owner of the REC can claim to have purchased renewable energy. Purchasers of RECs provide renewable energy project owners with a revenue stream that supplements the revenue they secure from the sale of the project's electricity. These additional revenues improve renewable energy project economics, increasing their competitiveness with fossil fuels like coal and natural gas.

The cost for electricity from the wind farm for 2014 and 2015 is $37 MWh and $39 MWh respectively without the revenue from the RECs. In 2013, REC prices were around $3.80 but AMP is expecting pricing for 2014 to average around $9.00/REC and $12.00/REC for 2015.

Budget/Funding: N/A

Legal Evaluation:

Staff Recommendations: The main reason why a utility would not sell the RECs is because they are mandated through their state to have an energy portfolio with renewable energy generation or the purchase of RECs to be compliant. The Town is under no restrictions and should continue to sell the RECs in the open market from this project to reduce our overall wholesale power cost.

Town Manager Recommendation:

Council Recommendation:

□ Additional Work Session □ Regular Meeting □ No Action

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

AMP PUBLIC POWER PARTNERS

DATE: November 18, 2013

TO: Blue Creek Wind Participants

FROM: Pamala M. Sullivan
Senior Vice President Marketing & Operations

SUBJECT: Sale of Blue Creek Wind Renewable Energy Certificates (RECs)

As you know, AMP has acted on behalf of Blue Creek Wind participants in prior years to sell renewable energy certificates (RECs) to third parties, returning revenue to those members who chose to sell their portion of RECs in the project. For purposes of the Ohio Alternative Energy Portfolio Standard (AEPS), RECs from Blue Creek Wind are considered "in-state" since the project is sited in Ohio. In addition, for purposes of Renewable Energy Certification, Blue Creek is also registered in Delaware, Illinois, Maryland, New Jersey, North Carolina and Pennsylvania.

AMP is currently seeking authorization to sell Blue Creek RECs to any qualified purchaser for the 2014 and 2015 timeframe. REC prices for 2013 were around $3.80/REC, but we are expecting prices in 2014 to average around $9/REC and $12/REC is 2015.

We are requesting that you complete and return the attached Participant Decision Form no later than December 13th, 2013.

> **AMP cannot sell your share of Blue Creek Wind RECS unless we receive the Participant Decision Form.**

Please let me know if you have any questions about this matter or contact Jerry Willman at jwillman@amppartners.org or 614/540-6419.

Thank you.

Attachment (1)

cc: Jerry Willman

Blue Creek Wind Participant REC Sales Proposal
As Outlined in the Memo Dated November 18, 2013

Participant Decision Form

Instructions:
Please check the appropriate item and enter name of municipality. In addition, please also complete the authorization section below. Return forms to Jerry Willman at AMP jwillman@amppartners.org (or fax to 614/540-1080) no later than December 13th, 2013.

Blue Creek Wind Participant Decision:

____ ________________________ (name of municipality) **elects to sell** its portion of renewable energy credits (RECs) from Blue Creek Wind for **2014**, as proposed.

Checks will be issued following the transfer of REC's to the purchaser(s). This will occur quarterly or at other times throughout the contract period.

-- OR --

____ ________________________ (name of municipality) **elects not to sell** its portion of renewable energy credits (RECs) from Blue Creek Wind for **2014**, as proposed.

____ ________________________ (name of municipality) **elects to sell** its portion of renewable energy credits (RECs) from Blue Creek Wind for **2015**, as proposed.

Checks will be issued following the transfer of REC's to the purchaser(s). This will occur quarterly or at other times throughout the contract period.

-- OR --

____ ________________________ (name of municipality) **elects not to sell** its portion of renewable energy credits (RECs) from Blue Creek Wind for **2015**, as proposed.

Authorization:

Name: ________________________

Title: ________________________

Municipality: ________________________

Date: ________________________

Work Session

Meeting Agenda Item No. 5

Town of Front Royal, Virginia
Work Session Agenda Form

Date: December 2, 2013

Agenda Item: MAP-21 Transportation Alternatives Program (TAP) Grant Application
Director of Planning & Zoning

Summary: TAP was authorized on July 6, 2012 by a federal transportation bill. The federal transportation bill was referred to as MAP-21, short for "Moving Ahead for Progress in the 21st Century." It consolidated the Transportation Enhancement (TE) Program, the Safe Routes to School Program, and the Recreational Trails program. MAP-21 is intended to help local sponsors fund community based projects that expand travel choices and enhance the transportation experience. It does not fund traditional roadway projects or funding for maintenance of facilities. It does focus on other types of facilities, such as, but not limited to, bicycle and pedestrian improvements.

Town Staff, with assistance from the Northern Shenandoah Valley Regional Commission (NSVRC), recently submitted a TAP grant application for pedestrian intersection improvements at five (5) intersections along Commerce Avenue. A map is attached, along with the application submitted to the Virginia Department of Transportation (VDOT). The intersection of Criser Road/S. Royal Avenue is identified as a possible alternative intersection. All of the proposed improvements would be similar to those recently completed at the Main Street/Royal Avenue Intersection and at the Allie Henry's Corner, including push-button pedestrian crossing lights, crosswalks, and handicap ramp upgrades. Improvements would begin at the intersection of Stonewall/Commerce, which is currently scheduled to begin in 2014.

The estimated project cost, based on information from the Department of Environmental Services, the Department of Energy Services, and NSVRC, is approximately 159K. The TAP program is a reimbursement grant program that, if approved, would fund up to 80% of the project cost. The Town has submitted the grant application under the condition that the 20% match would be in-kind services rendered as part of the Town construction of the facilities. If the grant application is approved, the Town would have 4 years to complete the improvements.

Council Discussion: This agenda item is scheduled for discussion between Town Council and Staff at the December 2, 2013 Town Council Work Session. If Town Council supports moving forward with the grant application, a resolution of support would be needed at the next Town Council Meeting. No decision on the grant has been made by VDOT at this time.

Budget/Funding: Funds would necessary to cover the full cost of the improvements until reimbursement is made. In-kind labor costs associated with the Town's proposed 20% match.
Legal Evaluation: The Town Attorney will be available at the upcoming Town Council work session to answer questions that Town Council may have.
Staff Recommendations: Staff recommends support of this grant application. It would help save the local taxpayers money while advancing projects that are consistent with current Town plans.
Town Manager Recommendation: The Town Manager will be available at the upcoming work session for discussion and questions.
Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action

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

MAP-21
TRANSPORTATION ALTERNATIVES PROGRAM

FY 2014 – 2015
PROJECT APPLICATION FORM

APPLICATION DEADLINE NOVEMBER 1, 2013

Use TAB KEY to reach each field

1. Project Sponsor	Name and Title:	Steve Burke, Town Manager
	Organization:	Town of Front Royal
	Address:	101 East Main Street
	City, State, Zip+4:	Front Royal, VA 22630-
	Telephone/Fax:	(540) 635 - 8007 / (540) 635 - 4236
	E-mail Address:	sburke@frontroyalva.com

2. Project Manager	Name and Title:	Steve Burke, Town Manager
	Organization:	Town of Front Royal
	Address:	101 East Main Street
	City, State, Zip+4:	Front Royal, VA 22630-
	Telephone/Fax:	(540) 635 - 8007 / (540) 635 - 4236
	E-mail Address:	sburke@frontroyalva.com

3. Sponsor DUNS Number 050390749	**4. Project UPC Number** (Existing Projects Only) n/a

5. Provide a description of the project and a clearly defined scope of the improvements to be made utilizing Transportation Alternatives funds.

Installation of pushbutton-actuated countdown-timer pedestrian signal heads at five (5) intersections of US 522/Commerce Avenue: E. Stonewall Drive, Manassas Street, Water Street, Sixth Street, and US 340/North Royal Avenue; retrofit installation of 400' of 5'-wide concrete sidewalks (total) at two (2) intersections; replace or install fourteen (14) ADA curb ramps; change five (5) existing standard crosswalks to zebra striping, to make consistent with other crosswalks in the corridor. The intersection of Criser Road and South Royal Avenue is an alternative. Improvements will be phased over a period of 3 or 4 years, beginning with the intersection of US 522/Commerce Avenue and E. Stonewall Drive.

5a. Identify beginning and ending termini and provide a location map with the project area clearly marked.

Start Location: US 522 (Commerce Ave) @ US 340 (Royal Ave.)

End Location: US 522 (Commerce Ave) @ E. Stonewall Ave.

6. Project Location

Is this project located within a Transportation Management Area (TMA)? ☐ Yes ☒ No

If yes, please indicate which MPO area: ☐ Northern Virginia ☐ Richmond ☐ Tri Cities ☐ Roanoke ☐ Hampton Roads ☐ Fredericksburg (Portion of North Stafford in TMA)

If project is in a TMA, complete *Attachment A – Supplemental Information for Projects in TMAs*

7. Local Jurisdiction Population (Based on 2010 census data)

☐ Less than 5,000 ☒ 5,000 to 200,000 ☐ Greater than 200,000

8. Primary Category of Eligibility (Select ONLY one)
Select **primary** category of eligibility even if other categories may apply. ☐ Construction of on-road or off-road trail facility ☒ Improvement or system that will provide safe routes for non-drivers *(Includes Safe Routes to School)* ☐ Conversion of abandoned railroad corridor for use as a trail for non-motorized transportation ☐ Construction of turnouts, overlooks, and viewing areas ☐ Inventory, control, or removal of outdoor advertising ☐ Historic preservation and rehabilitation of historic transportation facilities ☐ Vegetation management practices in transportation rights of way ☐ Archeological activities related to implementation of a transportation project ☐ Environmental mitigation activity focused on storm water management ☐ Environmental mitigation activity focused on wildlife mortality or habitat connectivity

9. **Does this project qualify as a "Safe Routes to School" project based on the criteria below?**	☒ Yes ☐ No
• Eligible infrastructure activity • Project is located within 2 miles of an elementary / middle school	
9a. Do you wish to pursue this as a SRTS project? If so, complete the required *Attachment B – Supplemental Information for Safe Routes to School Projects*	☐ Yes ☒ No

Project Funding

10. Total project cost is to be limited to the project described in this application and based on the beginning and ending termini provided (*). This should not be considered the "whole" of a multi-phased project. According to the attached Project Budget - Attachment C, the following project costs can be demonstrated:		
10a. Total Anticipated TA Funding	Cannot exceed 80% of total project cost	$ 127,531
10b. Total Local Match Required	Based on the anticipated TA funds above	$ 31,882
10c. Other Project / Local Funds	Include other grants and/or donations	
10d. Total Project Cost (*)	Sum of above; should match Attachment C	$ 159,414

11. Transportation Alternatives Funding Request		
11a. Federal TA Funds Requested	This Application Only	
11b. Local Match Required	This Application Only	

12. Do you plan to use in-kind match? Provide details on how the 20% local match requirement will be met.	☒ Yes ☐ No
If planning to use in-kind match or donations, explain in detail the services to be provided and where possible, provide documentation identifying the contributions being made and the dollar amount for each.	
The Town of Front Royal Department of Environmental Servies will construct the needed intersection improvements. The in-kind match will be paid by the Town of Front Royal in the form of labor.	

13. If the 20% local match is being provided in cash, is the required funding currently available and/or committed? If yes, include a signed letter or resolution from the appropriate local official(s) confirming the availability of funds.	☐ Yes ☐ No

14. If the 20% local match is being provided in cash, will the sponsor be providing more than the required 20% amount? If yes, indicate the amount beyond the match requirement below.	☐ Yes ☐ No

15. Is there additional non-sponsor or non-local funding available for this project (other grants, state funds, corporate donations, etc)? If yes, include a letter documenting the commitment of these funds and when the funds will be available.	☐ Yes ☒ No

Project Concept

16. The use of federal transportation funds requires compliance with the *Americans with Disabilities Act (ADA)*; describe how this project will meet these design requirements.
If this is a pedestrian and/or bicycle facility, include a description of the proposed surface (concrete, asphalt, etc) and width of the completed facility including any bridges.
5' wide concrete sidewalk with ADA compliant handicap accessible ramps

17. Has the sponsor performed an on-site evaluation of the project to determine the project's constructability and cost?	☒ Yes ☐ No
Describe any possible conflicts or obstacles including the ability to achieve ADA compliance.	
None	

18. Is the project located within a designated historic district or within a downtown business district?	☐ Yes ☒ No
If yes, how will the project improve the aesthetic value of the affected area?	

19. It is expected that the sponsor will maintain the facility for its useful life. Provide details regarding maintenance and upkeep of the completed facility – identify who will be providing upkeep, what services will be provided, how long the services will be provided and where the funding for these services will come from.
The facilities will be maintained by the Town of Front Royal, Street Maintenance Division, as part of its regular maintenance program.

20. If this project is for a pedestrian and/or bicycle facility, mark which best describes the project's primary transportation function:

☐ N/A

- ☒ Commuting to and from workplace
- ☒ Residential connections
- ☐ Recreational / exercise
- ☒ Alternate transportation for daily needs (shopping, school, library)

21.	If this project involves restoring an historic transportation facility, attach a proposal for future use of the restored facility including details regarding the proposed staffing and operation of the facility, identifying potential funding sources for these activities.
☒ N/A	

22.	If this project provides vegetation management, describe the transportation right-of-way and how the project will improve roadway safety, prevent against invasive species, and/or provide erosion control.
☒ N/A	

23.	If this project provides for archeological activities, describe the negative impacts of the related transportation project and how the proposed TA activities will improve or mitigate these impacts.
☒ N/A	

24.	If this project provides environmental mitigation and/or pollution prevention – identify the impacts of highway construction and/or highway run-off and describe how the proposed TA activities will improve or mitigate these impacts. Identify any waterways (rivers, streams, etc) being directly impacted / polluted.
☒ N/A	

25. Does this project support or improve an existing or planned highway project?	☐ Yes ☒ No
If yes, identify the project:	

Project Improves the Transportation Network

26. Does the project provide access to transit stations, commuter lots, bus routes etc.?	☒ Yes ☐ No
If yes, provide a description of the public transportation links.	
The corridor is served by Front Royal Area Transit weekend bus service.	

27. Does the project provide connections to existing regional trails or pedestrian / bicycle facilities? Does the project provide a "missing link" in the existing transportation network?	☒ Yes ☐ No
If yes, explain making sure to identify the specific location and connections provided and the missing links addressed. Include a location map to demonstrate the connections and/or missing link.	
This project will increase pedestrian accessibility from neighborhoods west of S. Commerce Avenue to the Royal Shenandoah Greenway at E. Stonewall Drive, and with sidewalks on either side of US 522.	

28. Does the project provide bicycle/pedestrian facilities where none previously existed?	☐ Yes ☒ No
If yes, explain why this location was chosen and include pictures of the proposed location.	

29. Does this project increase opportunities to meet daily needs without motorized transportation?	☒ Yes ☐ No
If yes, give specific destinations served including schools, libraries, shopping, healthcare, etc.	
Shopping (Main Street shopping district, Front Royal Flea Market, Handy Mart, Baskin Robbins, Discount Depot); religious (Faith Fellowship Church); healthcare (Valley Health outpatient facility); workplace (Jackson Furniture plant; Quality Inn); recreation (Lions Park), and government (Warren County Government Center, Health Department, Parks and Recreation Facility).	

30. Does this project add features/devices that will improve bicycle and pedestrian safety (ex. crosswalks, bike/ped signals, lighting, separated facilities, etc)?	☒ Yes ☐ No
If yes, provide a description including any accident data available.	
This project will retrofit traffic signals at five (5) intersections on US 522/Commerce Avenue, a four lane divided arterial (4' wide raised concrete median; 21,000 vpd, speed limit 35 mph) through the heart of Front Royal, with pushbutton-actuated countdown-timer pedestrian signal heads; retrofit sidewalks on approaches to one of those intersections where they are currently lacking; retrofit or replace ADA curb ramps, and replace standard crosswalks with high-visibility markings. Crosswalks are marked at each intersection. The signals are loop-actuated on the minor approaches, and each intersection has protected left turn phases on both the major (US 522) and minor streets. A vehicle must be present in the through lane on the minor streets to actuate a green phase; and in each instance the green phase is not long enough for a pedestrian to cross. The complex signal phasing confuses pedestrians, who often feel safer crossing mid-block, taking advantage of gaps one direction at a time using the narrow raised median as a refuge. All curb ramps will be brought in to ADA compliance.	

31. Does this project incorporate traffic calming design elements?	☐ Yes ☒ No
If yes, explain what traffic calming elements are being incorporated and how they will improve pedestrian safety.	

32. Is this project in the locality's local/regional transportation plan?	☐ Yes ☐ No
Explain how this project will help achieve these goals.	
By facilitating safe pedestrian crossing of a major regional roadway, this project serves the following goals of the 2035 Regional Long Range Transportation Plan: Goal 3: Improve the regional transportation system to service both local and through traffic. Goal 5: Provide a safe and efficient road system. Goal 7: Encourage the use of alternate modes of transportation.	

Sponsor's Ability to Administer Federal Project

33. A sponsor is required to provide a full-time employee who is responsible for all major project decisions. This person is referred to as the sponsor's Responsible Person (RP) and may or may not be the project manager.
Identify the full time staff member assigned as the "Responsible Person" for this project:

Name: Steve Burke Title: Town Manager/Town Engineer Years in this position: 11

34. Select from the following the best choice describing the RP's experience:
☒ The RP has successful experience providing oversight or managing a federal aid transportation project within the previous five years. ☐ The RP has successful experience participating as a team member, but not a RP, for a federal aid transportation project. ☐ The RP has no experience with federal aid projects, but has provided oversight for a state-aid transportation project. ☐ The RP has no experience providing oversight for a transportation project.
Regarding the experience noted above, identify the two (2) most recent projects to include: project name and brief description, phases included (PE, RW, CN), approximate date advertised, construction value and funding source.
1 - Intersection Improvements at Rout 55/Short Street and Commerce Avenue. 2 - Intersection Improvements at Main Street and Royal Avenue Intersection. Projects procurement took place in compliance with the Town of Front Royal's Procurement Policy (See Attached).

35. Has the RP completed VDOT's Core Curriculum on-line training found on VDOT's Locally Administered Projects webpage (www.virginiadot.org/business/local-assistance-llpt.asp)?	☐ Yes ☐ No

36. VDOT is required by federal regulation to ensure that the sponsor is adequately staffed to ensure the project is satisfactorily completed. Sponsors may supplement their staff with consultants, including project management duties.	
Is the Responsible Person also the Project Manager?	If not, indicate: ☐ The following full-time staff member will be assigned as Project Manager: ______; ☐ Project management will be performed by a consultant
☒Yes ☐No	

37. The sponsor must be able to demonstrate "adequate project delivery" systems to administer a federal-aid project. This requirement is identified in Chapter 2.2 of the VDOT LAP Manual. Briefly describe the financial management system currently in place that will track / monitor project costs for reimbursement.
The Town of Front Royal will add a line item to the budget to acount for project costs and reimbursement. Expenditures will follow the Town of Front Royal's Procurement Policy.

38. The sponsor's staff and their consultants must have a working knowledge of the locally administered projects (LAP) process and the federal regulations affecting federal aid projects. Select from the following the best choice describing the

sponsor's project management experience:
☒ The sponsor has successfully administered one or more federal aid transportation improvement projects within the previous five years. ☐ The sponsor has successfully administered one or more non-highway federal aid improvement project(s) [sidewalk, streetscape, trail, landscaping, etc] within the previous five years. ☐ The sponsor has successfully administered a state-aid or capital improvement highway project within the previous five years. ☐ The sponsor has not successfully administered a transportation related project or capital improvement project in the recent past.
Regarding the experience noted above, briefly describe the two (2) most recent projects including project scope, cost and duration. If sponsor has experience with federal aid transportation projects, this should be highlighted.
1 - Intersection Improvements at Rout 55/Short Street and Commerce Avenue. 2 - Intersection Improvements at Main Street and Royal Avenue Intersection. Projects procurement took place in compliance with the Town of Front Royal's Procurement Policy (See Attached).

39. **Will the sponsor need to procure consultant services at any time to complete their federal aid project?**	☒ Yes ☐ No

If yes, select the services which will need to be outsourced:

Type of Services	✓	Comments, if necessary
Project Management	☐	
Environmental	☒	
Design	☐	
Right of Way	☐	
Construction Engineering / Management & Inspection	☐	
Materials Testing	☐	
Other, please specify	☐	

40. **Select from the following the best choice describing the sponsor's understanding and experience using federal professional consultant procurement processes:**
☒The sponsor has successfully procured professional services in compliance with federal aid requirements within the previous five years. List below the two (2) most recent projects and services procured explaining how the federal requirements were met. ☐The sponsor has not procured professional services in compliance with federal aid requirements within the previous five years, but has staff available that is familiar with those requirements and will oversee the procurement process. Describe the staff experience and training below explaining how this will prepare them for federal procurement. ☐The sponsor has successfully procured professional services in compliance with state procurement requirements within the previous five years but has no experience with federal aid procurement. Explain how the state requirements were met. ☐The sponsor has no experience or training in the procurement of professional services in compliance with federal aid or state aid requirements.
1 - Intersection Improvements at Rout 55/Short Street and Commerce Avenue. 2 - Intersection Improvements at Main Street and Royal Avenue Intersection. Projects procurement took place in compliance with the Town of Front Royal's Procurement Policy (See Attached).

Project's Readiness to Proceed

41. Design / engineering will be performed:
☒ In-house by local staff ☐ In-house utilizing a current on-call contract ☐ Utilizing an outside consultant firm yet to be procured ☐ Utilizing an outside consultant firm already procured for use on this project

42. Is this project part of a larger / multi-phased project?	☒ Yes ☐ No
If yes, provide the current status of the other phases and describe how they relate to this project.	
The Town has a long-term project to upgrade existing intersections as funds become available to improve accessiblity and pedestrial mobility and safety.	

43. Has a master plan, feasibility and/or preliminary engineering studies been completed?	☐ Yes ☒ No
If yes, attach a copy of the plan / study and briefly summarize the results below.	
A site evaluation has take place and the improvements can be made within existing rights-of-way.	

44. Has design work started?	☐ Yes ☒ No
Design has been started, and ☐ 30% plans / ☐ 50% plans / ☐ 100% plans have been completed.	
44a. Have these plans been reviewed by appropriate state / local official?	☐ Yes ☒ No

45. The ability to secure right of way (including easements) needed for a project is critical to a project's success; which of the following best describes the right of way situation for this project:
☒ All right of way required is publicly owned (local and/or state) ☐ Right of way is privately owned but right of public use has been secured by deed (donated or purchased) ☐ Right of way is secured with the exception of some temporary / construction easements ☐ Right of way has not yet been secured for this project ☐ It is unknown what right of way and/or easements will be needed

46. This program will not participate in the cost of relocating overhead utilities for scenic beautification purposes. Are there existing utility poles within the proposed project area that will pose a conflict requiring relocation?	☐ Yes ☒ No
If yes, include pictures of poles within the specified project area explaining how they will impact the project and explain how the conflicts will be resolved.	

47. If overhead utilities are in conflict, has the local utility company(s) been consulted regarding removal and /or relocation of its facilities?	☐ Yes ☒ No
If yes, please identify the utility carrier(s) and specify if these costs are included in the attached budget.	

The electric utility provider is the Town of Front Royal Department of Energy Services, which is on the project team for this project.

48. Are there other conflicts / obstacles that must be addressed for the project to move forward?	
☐ Retaining wall ☐ Underground utilities (gas, water, sewer) ☐ Guardrail / other roadway structures	☐ Impact to historic properties/district ☐ Other

49. **Attachment A** – Supplemental Information for TMA projects – **Required if project is located in an MPO within a TMA.**	Attached: ☐
50. **Attachment B** – Supplemental Information for Safe Routes to School (SRTS) Projects – **Required if answered "Yes" to Question 9a.**	Attached: ☐
51. **Attachment C** – Project Budget – **Required for ALL projects.**	Attached: ☒
52. **Attachment D** – Existing Project Status – **Required for EXISTING projects only.**	Attached: ☐

53. Sponsor Certification		
53a. Public Hearing / Information Meeting Held	Date: December 9, 2013	Attached: ☐
53b. MPO Resolution of Support (if applicable)	Date:	Attached: ☐
53c. Local Resolution from Project Sponsor	Date: December 9, 2013	Attached: ☐

53d. Sponsor certifies the following: (Read and check each statement below)

☒ We are familiar with Transportation Alternatives eligibility criteria and the Locally Administered Projects (LAP) Manual
☒ We will provide technical guidance and oversight throughout project development
☒ Budget accurately reflects cost of proposed project
☒ Project development will comply with all state and federal regulations, including ADA requirements
☒ We understand this project must be substantially complete and/or ready for construction within four (4) years of the initial federal funding
☒ We will be responsible for ensuring future maintenance and operating costs of the completed project

[signature]
Sponsor Signature (Authorized Official)

11/1/13
Date

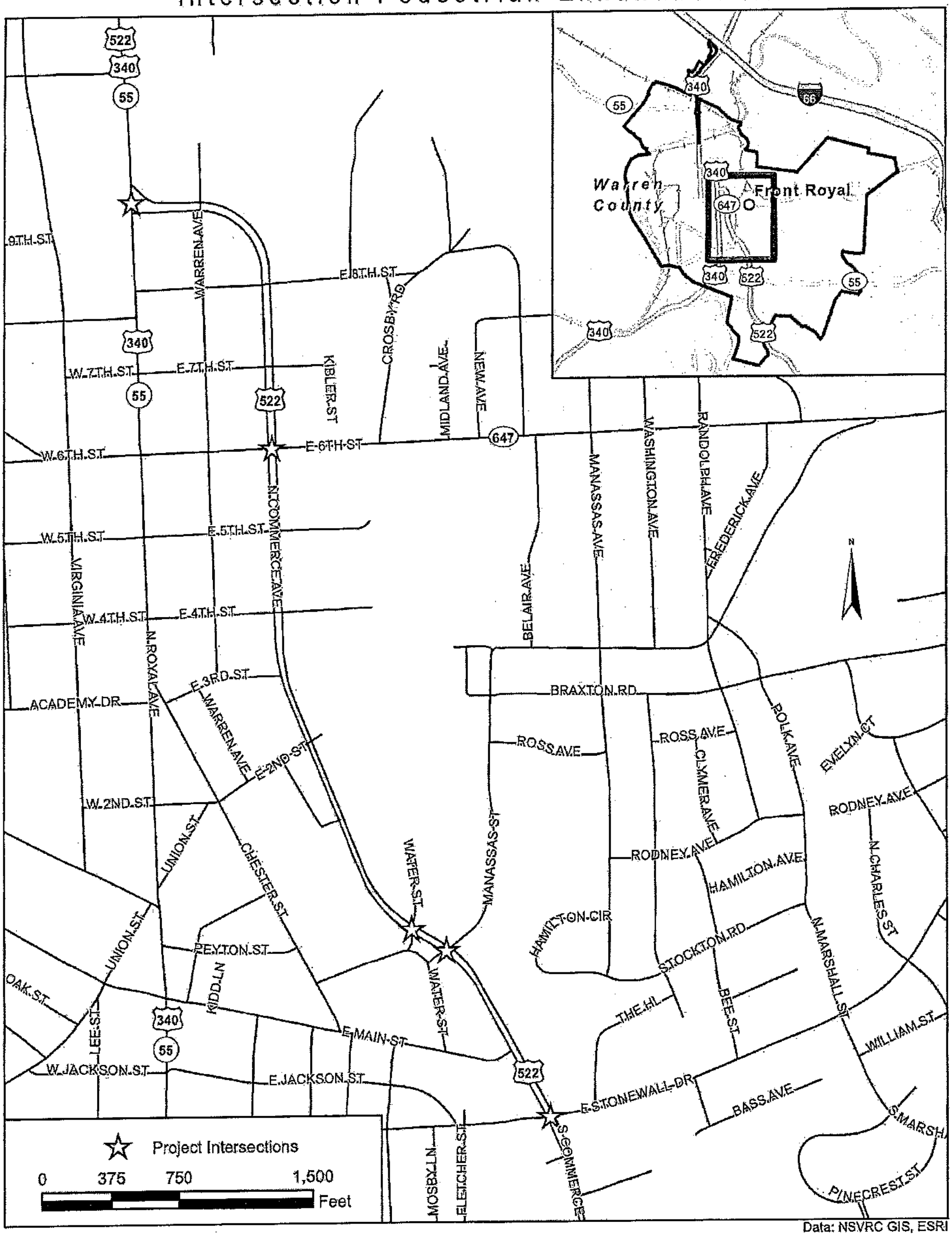
Submit one (1) electronic copy* and three (3) hard copies of the completed application along with all applicable attachments to:

Ms. Jennifer DeBruhl, Director of Local Assistance Division
Virginia Department of Transportation
1401 E. Broad Street
Richmond, VA 23219

All applications must be received and / or post-marked no later than November 1, 2013.

Task by Project Development Phase	Project Costs
PRELIMINARY ENGINEERING PHASE	
Engineering/Design Fees	$ -
Environmental Document (Categorical Exclusion)	
Surveying	
Estimated VDOT review charges (3% of total)	
Grant Administrative Costs	
PE Phase TOTAL COSTS	
RIGHT OF WAY PHASE	
Right of Way Purchase	$ -
Utility Relocation	$ -
RW Phase TOTAL COSTS	
CONSTRUCTION PHASE	
Hardware: 38 pedestrian hand-man countdown signal heads and associated hardware, @ $1,116 ea.	$ 42,400
Installation: labor & equipment, 38 signal heads @ $2003 ea.	$ 76,114
Sidewalks, 5' wide, installation, 400 linear feet @ $47.50/lf	$ 19,000
ADA curb ramps, new installation or replacement, 14 @ $850/ea.	$ 11,900
High-visibility zebra crosswalks, 5 @ $2,000 ea.	$ 10,000
Construction Management	$ -
Inspection Fees	$ -
Materials Testing	$ -
SUBTOTAL	$ 159,414.00
Contingency	
Construction VDOT oversight charges	
CN Phase TOTAL COSTS	
TOTAL COSTS (PE, RW & CN)	**$159,414.00**

Front Royal US 522/Commerce Avenue Intersection Pedestrian Enhancements



TOWN OF FRONT ROYAL

PROCEDURES

FOR

PURCHASING

AND

PROCUREMENT

MANUAL

TOWN OF FRONT ROYAL
PROCEDURES FOR PURCHASING AND PROCUREMENT MANUAL

December 13, 2002
Revised

Table of Contents

Preface			Page 3
I	Provisions		Page 4
	A.	Establishment of Purchasing Division	
	B.	Appointment, Qualifications, Compensation of Town Purchasing Agent, Assistants, and Subordinates	
	C.	Temporary Purchasing Agent	
	D.	Duties of the Purchasing Agent	
	E.	Emergency Purchases	Page 5
	F.	Sole Purchases	
	G.	Authority to Purchase Supplies for Storehouse	
	H.	Requirement to Purchase by Requisition	
	I.	Disposition of Replaced Articles of Equipment	Page 6
	J.	General Disqualification	
	K.	Debarment Procedures	
	L.	Exemption for Certain Purchases	Page 7
II	Purchasing Procedure		Page 8
	A.	Limitations	
		1. Small Purchases	
		2. Verbal Quotations	
		3. Written Quotations	
		4. Sealed Quotation or Competitive Negotiations	
		5. Purchasing Agent	
		6. Town Manager	Page 9
		7. Town Council	
	B.	Distribution and Use of Forms	Page 9
		1. Requisition for Purchase	
		2. Request for Quotation/Competitive Negotiation	
		3. Purchase Order	Page 10
		4. Small Purchases	
		5. Credit Cards	
III	Duties of the Purchasing Agent and Assistants		Page 10
	A.	General	
IV	General Purchasing Guidelines		Page 11
	A.	Changes to Rules and Regulations	
	B.	Contracting	
	C.	Competitive Sealed Bidding	Page 12

	D.	Competitive Negotiations	Page 13
	E.	Awarding Contracts	Page 14
	F.	Small Purchases	
	G.	Solicitation of Bids	
	H.	Disposal of Excess Materials or Property	
IV		Items that may be processed directly to Finance Director . .	Page 14
	A.	Contracts for equipment maintenance service	
	B.	Contracts for services and commodities	
	C.	Dues for professional and organizational membership	
	D.	Insurance premiums and Workmen's Compensation	
	E.	Mileage and travel reimbursements	
	F.	Newspaper and periodical subscriptions	
	G.	Purchases of Real Estate	
V.		Advisory Committee on Standardization and Specifications .	Page 15
	A.	Establishment of committee	
	B.	Function of committee	
	C.	Encouragement of competition	
	D.	Call for meetings	
VI.		General Information for Vendors Dealing with the Town . .	Page 15
	A.	Purchasing Division Office	
	B.	Telecommunication Numbers	
	C.	Purchase Order as Means of Purchasing	
	D.	Information to Vendor or Purchaser	
	E.	Formal Bids for Items Constantly Needed by Town .	Page 16
	F.	Vendors Contact with Town	
	G.	Vendors Samples	

PREFACE

The purpose of this Manual is to assemble in one volume the laws, procedures, rules and regulations pertaining to purchasing for the Town of Front Royal, Virginia.

This manual is authorized by Town Council resolution, dated December 13, 1982. It is based on the Virginia Public Procurement Act. Activities and procedures of the Town of Front Royal Purchasing Department are regulated by, and must comply with the Virginia Public Procurement Act of the Code of Virginia.

Employees of the Town of Front Royal are to follow the prescribed procedure outlined in this Manual in requesting purchases. It is the purpose of this Manual to serve as a continuing reminder of the duties and responsibilities involved in procuring required items.

The purchase function is to provide a centralized system for the procurement of materials, supplies, equipment and services at the lowest possible cost consistent with the quality needed for the proper operation of the various municipal departments.

Provision is outlined for the disposal of replaced and excess materials or property of the Town of Front Royal.

In the solicitation or awarding of contracts, no department of the Town shall discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Our goal is the promotion of the Town's best interests through intelligent action and fair dealing which will result in obtaining the maximum value for each dollar of expenditure.

PROVISIONS

I Provisions – for the establishment and basic function of the Town "Purchasing Division".

A. **Establishment of Purchasing Division:**
There shall be a division of the Town government designated as Purchasing, and the Purchasing Agent is and shall be charged with the management of said division, under the supervision of the Finance Director, pursuant to these policies, or such rules and regulations that may be prescribed by the Town Manager and/or the Town Council.

B. **Appointment, Qualifications, Compensation of Town Purchasing Agent, Assistants and Subordinates:**
The Purchasing Agent shall be appointed by the Town Manager, and should have had, prior to his or her appointment, at least three (3) years experience in an executive capacity in a purchasing office or other equivalent experience. The compensation of the Purchasing Agent shall be fixed by the Town Council. The Town Manager, upon recommendation of the Finance Director may appoint such assistants and subordinates in the purchasing division as provided for in the annual budget.

C. **Temporary Purchasing Agent:**
In the event of the unavailability of the Purchasing Agent, the Town Manager may appoint a "Temporary Purchasing Agent". Release of the Temporary Purchasing Agent will be by written order of the Town Manager to the Finance Director.

D. **Duties of the Purchasing Agent:**
The Purchasing Agent shall assist and coordinate the purchases of all supplies for the Town, manage any competitive procurements, as necessary, and dispose of personal property of the Town as provided by the Town Council. The Purchasing Agent shall require from the director of each department a requisition for the quantity and kind of supplies or services to be procured for the department. Upon certification that funds are available in the proper appropriations, such supplies shall be purchased and shall be paid for from funds in the department's budget for that purpose. It is the individual department's responsibility to ensure that no supplies shall be purchased unless there is an available appropriation balance sufficient to pay for such supplies. However, this procedure shall not prevent the Purchasing Agent from purchasing supplies for cash on account of storehouse stock for future use by the various departments under such regulations as the Finance Director and Town Manager may prescribe. The Purchasing Agent shall also perform such other duties as may be designated by the Finance Director or Town Manager.

E. **Emergency Purchases:**
In cases of emergency, a contract may be awarded or purchases may be made without competitive pricing, bidding or competitive negotiation; however, such procurement shall me made with such competition as is practicable under the circumstances. In such cases, during regular working hours, the Purchasing Agent will authorize the purchase order. If the Purchasing Agent is not available, the Finance Director or the Town Manager will make the authorization. For an emergency at other hours, purchases may be made directly by the using department, with the approval of the director. When emergency expenditures have been incurred, the Small Purchase process is used, and the purchase requisition is labeled "EMERGENCY'. When the Purchasing Office is next open, the requisition document issued as confirming such purchase will be forwarded to the Purchasing Agent, along with the certification by the department director stating the facts of the emergency and any change in appropriations necessitated by the emergency.

F. **Sole Purchases**
Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. The writing shall document the basis for this determination. The department director shall issue a written notice stating that only one source was determined to be practicably available, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. This notice shall be posted in a designated public area or published in a newspaper of general circulation on the day the Town awards or announces its decision to award the contract, whichever occurs first. Public notice may also be published on the Town of Front Royal Web site.

G. **Authority to Purchase Supplies for Storehouse**
Subject to the supervision and control of the Finance Director, the Purchasing Agent shall have authority to purchase goods and supplies on the account of the storehouse stock and to furnish same goods to the various departments of the Town at cost. Such goods and supplies shall be paid for upon receipt of the proper Purchasing Documentation and charged to the Town's General Fund. As these goods and supplies are furnished to the various departments, the cost shall be credited to the Town storehouse and charged to the department for which such goods and supplies are issued. A perpetual stock record shall be kept of each item in the storehouse inventory.

H. **Requirement to Purchase by Requisition:**
Except as otherwise provided, no materials or supplies for use by the Town government may be ordered except by a requisition signed by the director of the department certifying that there is sufficient money appropriated and available to pay for the materials or supplies. Purchases or contracts for any supplies, materials, equipment, or contractual service by any department,

office, agency or individual, contrary to the provisions or the rules and regulations made herein, shall be subject to disciplinary action up to or including termination of the responsible individual's employment. The director of the department, office, agency or individual shall be personally liable for the cost of such order or contract, and if already paid for out of Town funds the amount therefore may be recovered in the name of the Town in any appropriate action. The Purchasing Agent may advise revision of requisitions and shall have power to refuse requisitions subject to appeal to the Town Manager who shall make the final decision.

I. <u>Disposition of Replaced Articles of Equipment:</u>
In any case where any article of equipment is purchased for the purpose of replacing similar equipment, or any property or material becomes excess to the needs of a department, the Town Manager is authorized to direct the Purchasing Agent to dispose of said equipment, property or materials in any manner provided by the Town Council.

J. <u>General Disqualifications:</u>
No member of the Town Council, nor the Town Manager nor any other officer or employee of the Town shall:

1. Solicit or accept money or other thing of value for services performed within the scope of his/her official duties, except the compensation, expenses or other remuneration paid by the agency of which he is an officer or employee.
2. Accept any money, loan, gift, favor, service, or business or professional opportunity that reasonably tends to influence him/her in the performance of his/her official duties.
3. Accept any business or professional opportunity when he knows that there is a reasonable likelihood that the opportunity is being afforded him to influence him in the performance of his official duties.
4. Accept gifts from sources on a basis so frequent as to raise an appearance of the use of his/her public office for private gain.
5. Any contract with the Town in which a member or members of the Town Council, or the Town Manager, or any other Town official or employee is interested, in violation of the provisions of this section, may be declared void by the Council; or where two or more members of the Town Council are so interested, such contract may be voided at the suit of any citizen.

K. <u>Debarment Procedures:</u>
By resolution of the Town Council, a procedure was adopted for particular contractors whose performance has been unsatisfactory. The Purchasing Agent shall take action to exclude individuals or firms from contracting with the Town for particular types of goods or nonprofessional services for a period not more than five (5) years. Debarment does not relieve the contractor of responsibility for existing obligations. The causes for debarment pursuant to this policy include:

1. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of the contract.

2. Deliberate failure to perform in accordance with the contractual specifications or within the time limit provided by the contract.
3. Conviction under State or Federal statutes of a criminal offence where there was an attempt to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
4. Conviction under State or Federal statutes of embezzlement; theft; forgery; bribery; falsification or destruction of records; receiving stolen property; or any other offense indicating a lack of business integrity or business honesty, which would affect the responsibility as a contractor with the Town.

An individual or firm being debarred from contracting with the Town will be notified in writing stating the reasons for the action taken, and shall be given the opportunity to be heard before a panel which shall include, but not be limited to, the using department and the Purchasing Agent. A copy of the debarment decision shall be mailed, or otherwise furnished, to the debarred individual or firm. The decision may be appealed in writing to the Town Manager within ten (10) calendar days of notice of debarment. The Town Manager's decision shall be final.

L. <u>Exemptions for Certain Purchases:</u>

1. The purchase of legal services or expert witnesses or other services associated with litigation or regulatory proceedings may be contracted without competitive bids or negotiations.
2. When authorized to do so by State specifications, purchase may be made through utilization of a State contract.
3. Purchases where competitive negotiation is appropriate.

PURCHASING PROCEDURES

II Purchasing Procedures - The following purchasing procedures are hereby established for the Purchasing Agent to govern his or her conduct and the conduct of assistants in their relations with the various departments of the Town and with vendors in their dealings with the Town. Except as provided by these procedures, no officer or employee of the Town government has the authority to contract for the purchase of materials, equipment, supplies, or other essentials except the Town Manager or the Purchasing Agent. The following procedures shall be used by every bureau, division or department. Any questions on instructions or preparation of forms should be directed to the Finance Director, the Purchasing Agent, or their designees. The department director may establish guidelines for his/her directorate that may be more stringent than within this document to maintain control over purchasing within that department.

A. Limitations: Authorization for purchases, following proper procedures, up to the amounts listed below, may be made.

1. Small Purchases - may be made with the knowledge and consent of the department director, up to an amount of $2,000. Every effort should be made to ensure that the purchase is made in a competitive manner.

2. Verbal Quotations – for purchases in amounts greater than $2,000 up to a threshold of $10,000, not including vehicles or rolling stock, a minimum of three verbal or telephone quotations must be obtained. The quotations must be noted on the Requisition for Purchase form, with vendor name, contact person, and dollar amount quoted. The department director's, or designee's, signature must be affixed to requisition. All supporting documentation will be delivered to the Purchasing Agent for issuance of a Purchase Order.

3. Written Quotations – for purchases between $10,000 and $25,000, not including vehicles or rolling stock, a minimum of three written solicitations must be obtained. These solicitations must be on the vendor's letterhead. The department director's signature must be affixed to the requisition. In the event the department head is unavailable or unable to sign, the requisition must be signed by the Town Manager. All supporting documentation will be delivered to the Purchasing Agent for issuance of a Purchase Order.

4. Sealed Quotations or Competitive Negotiations – must be processed on all purchases over $25,000, and purchase of vehicles or rolling stock. The Town Manager or Purchasing Agent may request sealed quotations on purchases of lesser amounts if deemed to be in the best interest of the Town to do so.

5. Purchasing Agent – will authorize purchase orders for amounts greater than $2,000 up to the amount of $25,000, provided sufficient appropriations exist and all competitive requirements have been met.

6. Town Manager – will authorize purchase orders in amounts over $25,000, after formal approval by Town Council.

7. Town Council – must approve all purchases in amounts over $25,000.

B. Distribution and Use of Forms:

1. Requisition for Purchase

The ordering department will use the Requisition for Purchase to instruct the Purchasing Agent to procure needed supplies and services. Accordingly, full and complete information should be provided. The requisition is to be signed by the department director, certifying that the items are required for Town business and that sufficient appropriations are available. The originating department should keep a copy of the purchase requisition on file for future audit purposes.

For purchases greater than $2,000 and less than $10,000, the requisition is signed by the Purchasing Agent, in addition to the department director, or designee, certifying that all procurement requirements have been met.

For purchases greater than $10,000 and less than $25,000, the Purchasing Agent, in addition to the department director, certifying that all procurement requirements have been met signs the requisition. In the event the department director is unavailable or unable to sign, the Town Manager must sign the requisition.

2. Request for Quotation

This form (RFQ of IFB) is designed for use in formal sealed bids in excess of $25,000 estimated value, vehicles, and rolling stock. It may be used for requests of lesser value, but is not mandatory in those instances. This form is always initiated and prepared by the Purchasing department either at the request of the using department, or it is generated in the normal procurement process. On purchases of more than $2,000 and less than $25,000 quotations will be informally requested from at least three vendors. The vendor's name and their quotation should be listed on the purchase requisition, which the department director must sign. A notation should be made to justify any purchase where the lowest quotation is not accepted.

Competitive Negotiation

This method may be used upon determination in writing that competitive sealed bidding is either not practicable or fiscally advantageous to the Town for the purchase of goods, services, insurance or construction. The writing shall document the basis for this determination. A written Request for Proposal (RFP) is issued that describes in general terms what is to be procured, the factors to be used in evaluating the proposal, the applicable contractual terms and conditions, including any unique capabilities or qualifications required of the contractor. After negotiations have been conducted, a contract is awarded.

3. Purchase Order
The Purchase Order is completed by the Purchasing Agent based upon information in the Requisition for Purchase. A Purchase Order is required for any procurement over $2,000, and is optional for smaller amounts. The Purchasing Office will issue a Purchase Order to the vendor and provide copies to the Finance Department and originating department in addition to its own requirements. When the amount of the Purchase Order exceeds $25,000, it must be approved by the Town Manager, whose signature will also certify that any purchase greater than $25,000 has been formally approved by the Town Council.

4. Small Purchases
Pick-up purchases may be made directly by the originating department for procurements in amounts up to $2,000. These purchases may be made locally or electronically. It is the responsibility of the ordering department to provide timely documentation to the Purchasing Agent. This documentation must be in the form of a signed and coded receipt and/or a properly executed purchase requisition. The department director's, or designee's, signature on the document confirms that the purchase is appropriate and that sufficient funds are available. Failure to comply with the requirements of the small purchases process may result in the loss of this privilege.

5. Credit Cards
Town credit cards have been issued to the Town Manager and Town Clerk. Additional cards are available use by employees on official Town travel. Receipts must be returned for all travel expenses charged to the card. Purchases made with a Town credit card for which receipts are not received may require personal reimbursement to the Town from the employee. No goods, supplies, materials or other commodities used for the operation of any Town department will be acquired through the use of a Town credit card.

III Duties of the Purchasing Agent and Assistants

A. General

It will be the duty of the Purchasing Agent and any assistants to:

1. Assist and coordinate the purchase or contract for all supplies needed by any division or department of the Town in accordance with the purchasing procedures prescribed in this manual. Direct and manage any competitive procurement required to secure materials and/or services.
2. Act to procure for the Town the highest quality supplies at the least expense to the Town.

3. Encourage competition and endeavor to obtain as full and open competition as possible on all purchases and sales.
4. Keep informed of current developments in the field of purchasing, market conditions, and new products, and secure for the Town the benefits of research done in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations having national recognition and by private businesses and organizations.
5. Explore the possibilities for volume buying, so as to take full advantage of any and all discounts.
6. Act to procure for the Town all Federal and State Tax exemption to which it is entitled.
7. Cooperate with the Finance department so as to secure for the Town the maximum efficiency in budgeting and accounting.
8. Consult the Town department directors for advice and recommendations on items in question and regarding improvements in the purchasing process.
9. Prepare and maintain a vendor list classified according to materials, supplies, and service. Any firm may be placed on a vendor list upon application by letter, phone, email, or in person.
10. Prescribe and recommend such forms as shall be reasonably necessary to the efficient operation of the Purchasing Division.

IV <u>General Purchasing Guidelines</u>

A. <u>Changes to Rules and Regulations</u>

The Purchasing Agent will make recommendations to the Finance Director as to any necessary changes or additions to the procedures for the operation of the division.

B. <u>Contracting</u>

1. The Purchasing Agent will join with other units of government in cooperative purchasing plans when the best interests of the Town will be served.
2. The Purchasing Agent will initiate and sign all Purchase Orders. Those Purchase Orders that are greater in amount than $25,000 must also be approved by the Town Council, and so designated by the signature of the Town Manager.
3. Before entering into a contract, the Town reserves the right to require a Performance bond from the successful bidder.
4. During the performance of any contract, the contractor must agree to:
   a. Provide a drug-free workplace for the contractor's employees, and post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace.
   b. Specify the actions that will be taken against employees for violations of such prohibition.

c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
d. Include the provisions of the foregoing clauses in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. Competitive Sealed Bidding

1. All specifications for purchases shall be definite and certain, not based on specific brands and shall permit maximum competition except in non-competitive situations.
2. All purchases and contracts for supplies shall, except as specifically provided otherwise, be based on competitive sealed bids in amounts where a single order or contract exceeds $25,000.
3. When deemed necessary by the Purchasing Agent, bid deposits shall be prescribed in the notice inviting bids. Unsuccessful bidders shall be entitled to the return of deposit where the Agent has required it. A successful bidder shall forfeit any deposit required by the Purchasing Agent upon failure on his part to enter a written contract within ten (10) working days after the award.
4. Bidding Procedure for Purchases Greater than $25,000
   a. Bids shall be submitted sealed, on the Town form, to the attention of the Purchasing Agent and shall be identified as such on the outermost envelopes.
   b. Notices and Invitations to Bid shall be identified in writing and posted in public.
   c. Bids shall be opened in public at the date; time and place stated in the notices or bid forms.
   d. A tabulation of all bids received shall be made available to anyone interested.
   e. The Town Council and/or the Town Manager shall have the authority to reject all bids, part of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract. However, bidders have the right to qualify their bid on an "all or none" basis.
   f. Awards may be made to more than one offerer or bidder, and prompt payment discount or other favorable terms may be considered in determining the low bid.
   g. If bids received are for the same total amount or unit price, quality and service being equal, first consideration shall be given to the local bidder.
   h. No contract or purchase shall be subdivided to avoid the requirements of competitive bidding.
   i. Uniform bidding as a result of an agreement or understanding with other bidders, which evidences fraud or deceit, will be basis for removal of such bidder or bidders responsible from the vender list maintained by the Purchasing Agent.

j. The Town Council may waive the technical requirements imposed by this manual when it deems the same to be in the best interest of the Town.

B. Competitive Negotiations

1. The department director determines in writing that competitive sealed bidding is either not practicable or not fiscally advantageous. The writing shall document the basis for this determination.
2. A written Request for Proposal is issued, describing in general terms what is to be procured, the evaluation factors, applicable terms and conditions.
3. A notice of the RFP is publicly posted at least ten (10) days prior to the date set for receipt of proposals, and will be published in a newspaper of general circulation.
4. All prospective offerors are furnished identical information. Any changes or additions to the RFP will be issued in writing to all prospective offerors.
5. A public opening is not required. If the RFP states that a public opening will be held, the names of the offerors is the only information read aloud.
6. Proposals are evaluated against the criteria contained in the RFP.
7. Negotiations are conducted with selected offerors.
8. A contract is negotiated and awarded to the offeror.

C. Awarding Contract

1. The Town Council will award any contract for amounts greater than $25,000.
2. The Purchasing Agent will approve contracts for amounts up to $25,000.
3. Contracts shall be awarded to the lowest responsive and responsible bidder. In determining "lowest responsive and responsible bidder", in addition to price, the Town Council, Town Manager or Purchasing Agent may consider:
   a. The ability, capacity and skill of the bidder to perform the contract.
   b. Whether the bidder can perform the contract promptly, or within the time specified without delay or interference.
   c. The character, integrity, reputation, judgement, experience and efficiency of the bidder
   d. The quality of performance of previous contracts.
   e. The previous and existing compliance by the bidder with the laws and ordinances relating to the contract.
   f. The sufficiency of the financial resource and ability of the bidder to perform the contract.
   g. The quality, availability and adaptability of the supplies, to the particular use required.
   h. The ability of the bidder to provide future maintenance for the use of the subject of the contract.
   i. The number and scope of conditions attached to the bid.

E. <u>Small Purchases</u>

Purchases in amounts greater than $2,000 and less than $10,000 shall, wherever possible, be based on at least three competitive quotations or offers, and noted on the "Requisition for Purchase" form. Purchase between $10,000 and $25,000 must be based on at least three written quotations, received on a vendor letterhead. The Purchasing Agent shall keep a record of all purchases and the bids submitted in competition, and such records shall be open to public inspection.

F. <u>Solicitation of Bids</u>

For contracts or purchases greater than $25,000, the Purchasing Agent shall at least ten (10) days before bids are due, publish a request for bids in a newspaper of local circulation, giving a description of the project or product needed and asking for the submission of sealed bids from responsible contractors or suppliers. In addition, the Town may solicit bids by any and all other means.

G. <u>Disposal of Excess Materials or Property:</u>

When items of property and materials become excess to the need of a department, the Purchasing Agent shall be notified by the department director. The Purchasing Agent will then proceed to dispose of such excess property or materials by one or more of the following methods:

1. Transfer to another department if a valid requirement exists in the department. Such transfer will be limited to property that is in good condition and with a reasonably long life expectancy.
2. Sale by public auction or by private sale as provided in Town Code.
3. Dismantle for parts.
4. Transfer or destruction of property as otherwise directed by the Town Council.
5. No item will be disposed of except through the Purchasing Office.

IV <u>Items that may be processed directly by to Finance Director subject to the availability of funds</u>

A. Contracts for equipment maintenance service

B. Contracts for services or commodities (i.e. utilities, postage, etc…).

C. Dues for professional and organizational membership

D. Insurance premiums and Workmen's Compensation as approved by the Town Council

E. Mileage and other travel reimbursements

F. Newspaper and periodical subscriptions

G. Purchases of Real Estate as directed by the Town Council.

V. Advisory Committee on Standardization and Specifications

A. There is hereby established an administrative Advisory Committee on Standardization and Specifications. The Committee shall be composed of the Finance Director, who shall preside, the department directors using the item, the Town Purchasing Agent and such other members as the Finance Director may from time to time appoint.

B. The function of the Committee shall be to advise as to the classification of supplies and the specifications of standard supplies used by the Town.

C. All standardization and specifications are to be made along specific lines so as to encourage bids, avoiding the use of trade names or company specifications.

D. The Committee shall meet at the call of the Finance Director and shall consider such matters as may properly come before it.

VI General Information for Vendors Dealing with the Town

This section is directed to the vendors dealing with the Town so that they and their representatives can become better acquainted with the Town purchasing process. It is the intention of the Purchasing division to make the Vendor-Town relations both pleasant and business like. Answers to questions not found in this manual may be addressed by contacting the Purchasing Agent's Office or the Finance Director.

A. Purchasing Division Office

The Purchasing division office is located at:

Purchasing Agent
Finance Payment Center Building
15 N. Royal Avenue
P.O. Box 1560
Front Royal, VA 22630

B. Telecommunication Numbers

Telephone: (540) 636 – 6889 Fax: (540) 636 – 7473

Emails:	Purchasing	cahartman@ci.front-royal.va.us
	Finance	financedepartman@ci.front-royal.va.us
	Town	www.ci-front-royal.va.us

C. Purchase Order as Means of Purchasing

All purchases in amounts greater than $2,000 must be authorized by a Purchase Order prepared by the Purchasing Office based upon a requisition from the ordering office.

D. Information to Vendor or Purchaser

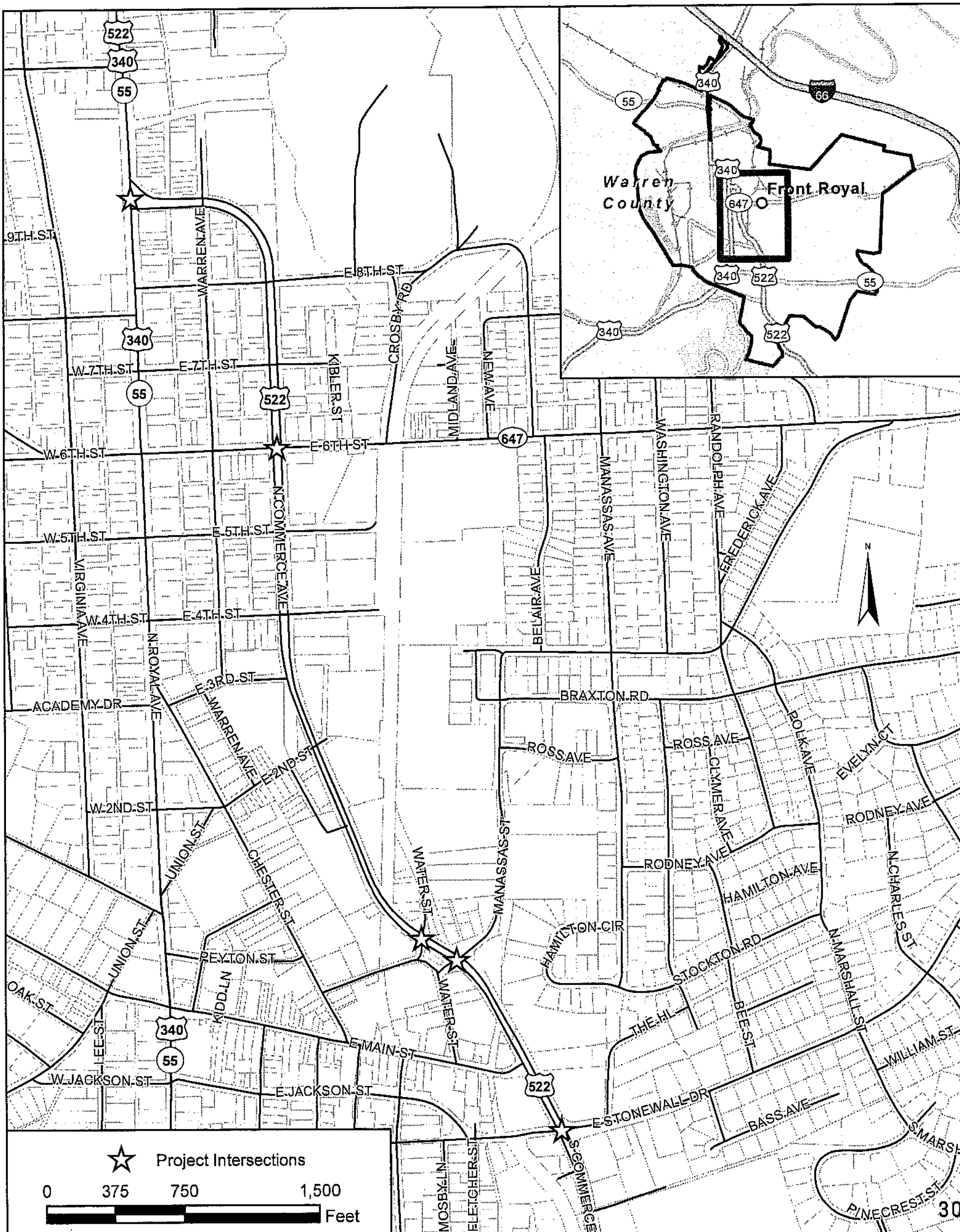
Correct and complete detailed specifications and a formal bid proposal will be mailed to vendors on file for the particular material, supply or service. Notice will be given for a period of at least ten (10) days. Bids will be opened in public at the time and place stated in the bid form.

E. <u>Formal Bids for Items Constantly Needed by the Town</u>
Such materials, supplies or services that are constantly needed for Town operation will be set-up by the Purchasing Office on a formal bid when, in the opinion of the Town Manager, the volume justifies such action, and the contract will be awarded for a definite period.

F. <u>Vendor's Contact with Town</u>
The Purchasing Agent's Office is the first point of contact when wishing to present or demonstrate a product. Waste of vendors' time and that of other Town officials will be avoided by vendors going directly to the Purchasing Office. The Purchasing Agent will set up appointment with department directors to witness any presentation or demonstration of a product.

G. <u>Vendor's Samples</u>
When samples are requested with bids, they are held until after award is made unless otherwise specified. When a vendor wants to submit a sample of his product for trial use, it must be presented at no cost to the Town.

Front Royal US 522/Commerce Avenue Intersection Pedestrian Enhancements



Work Session

Meeting Agenda Item No. 6

Town of Front Royal, Virginia
Work Session Agenda Form

Date: December 2, 2013

Agenda Item: Continued Discussion on EnerGov Software with County
Director of Planning & Zoning

Summary: During the recent Liaison Meeting with Warren County, it was requested that the County Administrator provide clarification regarding the intended breakdown in how the EnerGov Software will be used. Attached a memo from Doug Stanley, dated November 21, 2013, which states that the use of the software would be 75% County and 25% Town.

Based on this distribution, the County has requested that the Town pay 25% towards the initial purchase cost and 25% of the annual maintenance cost for the program. The Town would receive 5 user licenses and the County would receive 15. The estimated cost breakdown between the Town and the County is shown below for a time period of 3 years.

Cost Breakdown	Year 1	Year 2	Year 3
• County	$144,934	$36,369	$36,369
• Town	$48,312	$12,123	$12,123
TOTALS	$193,246	$48,492	$48,492

Council Discussion: This item would need to be moved for a vote at a future meeting for action by Town Council. Any additional questions that Town Council may have can be discussed during the work session.

Budget/Funding: Additional funds would be necessary for the approval of this item. $11,000 could be utilized from Planning & Zoning Department's budget.

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

Staff Recommendations: Staff will be available for questions at the work session.

Town Manager Recommendation: The Town Manager will be available at the upcoming work session for discussion and questions.

Council Recommendation:

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

COUNTY OF WARREN

Building Inspections Office
Warren County Government Center
220 North Commerce Avenue, Suite 400
Front Royal, Virginia 22630

Phone: (540) 636-9973
FAX: (540) 636-4698
Email: dbeahm@warrencountyva.net

David C. Beahm
Building Official

Memorandum

Date: November 21, 2013

To: Douglas P. Stanley, County Administrator

From: David C. Beahm, CBO; Building Official

CC: Warren County Supervisors

Town of Front Royal Council

Re: Clarification of October 01, 2013 Board of Supervisors Agenda Item on Software Package Cost Breakdown

---

Mr. Stanley,

It was requested that I provide a clarification on a portion of the Agenda Item (attached) that I had presented for me to the Board of Supervisors on October 01, 2013. The clarification was requested in regards to the first sentence of the second paragraph under "Cost & Financing", "*The Software will be used by the Building Inspections Department at 75%, County and Town Zoning at 25% respectively.*"

This language did not accurately address the breakdown as I had intended it and I would offer the following change as clarification:

"The Software will be used by the Building Inspections Department at ~~75%~~ 50%, County and Town Zoning at 25% respectively."

This change shows the breakdown of percentages to equal 100% of the costs associated with the Software purchase and subscription.

If you have any questions on this information please do not hesitate to contact me.

Front Royal-Warren County
Rivers of Opportunity-Mountains of Success

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE October 01, 2013	ITEM	SUBJECT Authorization to proceed with Purchase of EnerGov Software	PAGE 1 OF 4

EXPLANATION & SUMMARY:

The Building Inspections Department has worked on finding a software solution product since the Springsted Study of the Department was completed in July 17, 2012. The Department, along with County and The Town of Front Royal Planning and Zoning Departments, the Warren County Public Schools and Town IT departments, the County and Town GIS departments and the County and Town Administration have searched for, interviewed and have had presentations provided by no less than twelve firms. Not all firms were part of the entire process, but they were considered.

We have most recently compared two firms, Accela Inc. and EnerGov Software Solutions, that have been part of many jurisdictions top choices and we have made numerous contacts with jurisdictions that have chosen or considered these two firms. Of the jurisdictions that were attempted to contact for EnerGov we have received information from all. The contacts that were provided by Accela, less than half have replied. Of the contacts that were made during this process where both firms were considered, it appeared that EnerGov was the firm that was chosen.

The group (committee) was asked for their input on each of the firms after the most recent presentation and a list is attached for your consideration. The item that was noted by the committee as the most important issue to be considered is the customer service element relative to interaction that the public will have. This seemed to weigh very heavily in the favor of EnerGov and the committee felt this was the best direction for the County/Town citizens.

Additional information is attached.

COST & FINANCING: The overall cost of purchase and implementation is $193,246.00 for the first year. This includes the annual subscription cost of $48,492, the professional services for implementation of $118,454 and the additional equipment required of $26,300. The annual subscription cost after the first year is $48,492.
The software will be used by the Building Inspections Department at 75%, County and Town Zoning at 25% respectively. The software cost will be divided as follows, 50% to Inspections and 50% to Zoning which will divided evenly between the County and Town Departments. The Inspections office currently issues approximately 25% of all permits to Town residents and business' and these rates reflect the breakdown of costs.

Additional information is attached.

PROPOSED MOTION(S):

I make a motion to authorize the purchase of the EnerGov software system.

-Or-

I make a motion to remove this item from the Consent Agenda for further review and discussion.

-Or-

I make a motion to not authorize the purchase of the EnerGov software system.

SUBMITTED BY: David C. Beahm Building Official	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:

SUPPORTING INFORMATION

	Description	Accela	EnerGov	Selection Committee Choice
1	Presentation Performance	Accela had an initial presentation that they set up to be presented by a third-party firm (reseller). It took some time to set up the demonstration and when it finally took place it was by webinar. Out of the 7 firms considered only one other chose to use a webinar to demonstrate their product.	EnerGov's presentation was attended by two EnerGov employees, one from sales and one from the technical side. The presentations have almost all been flawless. To date EnerGov has made 3 onsite presentations with two individuals and 4 presentations onsite with one presenter.	EnerGov
2	Implementation Team	Third Party implementation firms.	EnerGov technical staff.	EnerGov
3	Program Use for County Staff	Half of the committee felt that the county input side of the program was easier to use from the data entry perspective. The other half felt just the opposite.	Half of the committee felt that the county input side of the program was easier to use from the data entry perspective. The other half felt just the opposite.	Committee evenly Split
4	Citizen's Access	Entire committee felt that the customer (residents) side was more difficult to understand and follow. It appeared not to have a simple process to follow.	The committee felt that the customer (resident) side was very simplified and easy to navigate.	EnerGov
5	Firm's Business Platform	Privately owned with a Board of Directors and Chairman/CEO	Publicly traded firm with Board of Directors and Chairman/CEO	Neutral
6	Company's history of implementation with other jurisdictions	Sarasota County, Florida: Accela and CRW sued Sarasota and CSDC Systems Inc., the county and for discrepancies in using a rider contract and was successful in the case.	Sarasota County, Florida: EnerGov was awarded the contract for $987,000, after the suit was finalized, but the county stated that there were issues with the implementation and canceled the contract. The contract was then awarded to CSDC for $2.6 million.	Neutral
7	Software Cost	Accela has provided a two line general quote of $98,000.	EnerGov has provided a detailed cost breakdown with specific details of $167,000.	Neutral
8	Additional Costs	Accela's quote does not mention the integration of our current system all the way back to 1992. It has been stated verbally that this is included. During the Virginia Beach visit it was stated that they chose not to have their complete records integrated, only to 1999, due to the additional costs that Accela would have charged.	Included	EnerGov
9	Additional Costs	Accela's quote states that travel time and expenses will be set within the Scope of Work document.	Included	EnerGov
10	Contract Termination	Accela requires a one year commitment each time it is renewed and it can only be terminated in writing if received 30 days prior to renewal.	May cancel at any time and only bound by the services used to date.	EnerGov

SaaS Pricing
(EnerGov Hosting)

Software Pricing	Annual Software Costs	Optional Extensions	Notes
Permitting & Land Management Suite: • Project Management • Planning & Development Review • Permitting and Land Management • Inspections Management • Code Enforcement Management • Contractor Management • EnerGov Cashiering	$35,880 20 Named Users		(13) Users@ $129/mo (5) Users w/iG @ $159/mo (2) Read Only @ $69/mo Unlimited Support @ $19/mo/user
Server-Side Extensions • Intelligent Object Engine • Intelligent Workflow Agent • Custom Form Designer	included		
EnerGov GIS Server Standard • Requires ArcGIS Server 9.3.1 or Higher	$5,000		
Citizen Access Web Portal with Decision Making	$13,000		optional
Mobile Applications • iG Workforce / (5) *Named* Users		Included	
Subtotal	$53,880		
Prince William County Cooperative Purchase Discount	($5,388)	10%	
Grand Total Software	**$48,492**	$4041/Month	

Professional Services	Year 1 Purchase	Resources	Notes / Comments
Assess, Define, Configure, Build	**$63,000** **Includes:**	**50 days** **Includes:**	**See below for deliverables:**
• Permit Management	$11,120	10 days	Project Consultant
• Plan Management	$11,120	10 days	Project Consultant
• Code Management	$11,120	10 days	Project Consultant
• Inspection Management	$3,336	3 days	Project Consultant
• Request Management	$2,224	2 days	Project Consultant
• GIS Configuration	$2,544	2 days	GIS Analyst
• Fee Configuration	$6,360	5 days	Project Manger
• Intelligent Object	$6,360	5 days	Project Manager
• Citizen Access Portal	$3,816	3 days	Project Manager
• Citizen Decision Making Process	$5,000	5 days	Project Consultant
User Acceptance and Production	**$12,096**	8 days	Solutions Architect
End User Training	**$9,520**	10 days	Sr. Software Trainer/Trainer
Report Development	**$9,520**	10 days	Report Developer
Data Conversion (TBD)	**$13,520**	10 days	*estimated for BAI conversion (in industry standard format)
(2) EnerGov Training Certifications	**$3,998**	(2) Certificates	
Travel	**$6,800**	4 weeks on site	

Grand Total Services	**$118,454**	-	-

Total Software & Services	Year 1	Year 2	Year 3
• Software	$48,492	$48,492	$48,492
• Services	$118,454		
TOTAL PURCHASE PRICE	**$166,946**		

Additional Equipment Needed	Equipment Costs
• GIS & ARC Server	**$14,100**
• Microsoft Exchange Server	**$2,100**
• Microsoft Exchange Licenses	**$10,100**
Total Purchase	**$26,300**
TOTAL FIRST YEAR	**$193,246**

Cost Breakdown	Year 1	Year 2	Year 3
• County	$144,934	$36,369	$36,369
• Town	$48,312	$12,123	$12,123
TOTALS	**$193,246**	**$48,492**	**$48,492**

Funding will be as follows:

$48,312	Town of Front Royal
$48,312	Warren County Planning and Zoning Special Projects
$41,466	Warren County Building Inspections Special Projects
$37,174	Warren County Building Inspections 2013-2014 Budget Line 34010-3002
$17,982	Warren County Reserve Contingencies Budget line 91000-5899
$193,246	Total Projected Costs shown above

Work Session

Meeting Agenda Item No. 7

Town of Front Royal, Virginia
Work Session Agenda Form

Date:

Agenda Item: Virginia Department of Transportation Revenue Sharing Project FY15 – Fox Drive

Summary: The Department of Environmental Services will be paving Fox Drive from Old Belmont Rd to the Cul-de-sac in FY15. Due to the project estimate cost, the Town would like to utilize the VDOT Revenue Sharing Funds available to localities.

Council Discussion: Council is requested to review the information submitted by the Department of Environmental Services regarding the revenue sharing project.

Staff Evaluation: Environmental Services has completed a revenue sharing application with VDOT (see attached) that would assist with the cost of the paving of Fox Drive.

Budget/Funding: Total cost of paving project $260,000 with $130,000 to be reimbursed by the State of Virginia Department of Transportation after the project has been completed

Legal Evaluation: The Town Attorney will be able to address any legal questions or concerns

Staff Recommendations: Staff recommends utilizing the Revenue Sharing Funds offered by VDOT to assist with the cost of paving projects and street maintenance

Town Manager Recommendation:

Council Recommendation:

□ Additional Work Session □ Regular Meeting □ No Action

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

REVENUE SHARING DETAILED APPLICATION FOR FUNDS

SEPARATE APPLICATION REQUIRED FOR EACH PROJECT TO BE CONSIDERED

FY: 2013-14 Town of Front Royal **District:** Staunton

\# of Applications Locality is submitting: 6

PLEASE NOTE: **Projects receiving funding under this program are to be initiated and a portion of the Revenue Sharing funds expended within one year of the allocation.**

PROJECT INFORMATION **(Please TAB from field to field)**

Locality's Priority #: 1 Route #: N/A and local road name, if available: Fox Drive

State Project Number: UPC #:

Type of Project: Maintenance

If Type of Project is "Maintenance", has appropriate analysis been provided confirming the pavement or structure is below VDOT maintenance performance targets? Yes

If Type of Project is "Construction", will the requested funds accelerate advertisement of the project that is already in the Six-Year Improvement Plan or in the locality's capital plan? No

If this is a Construction project AND the advertisement date will be accelerated, please fill in dates below:

Current Advertisement Date: 07/01/2013 Advanced Advertisement Date: 07/01/2014

Scope of Work: Pavement Overlay (maintenance)

Description of Work/Scope: Spot Milling/4" overlay

From: Old Belmont To: Cul-De-Sac

Length: 0.07 (miles)

Is this project in another locality? No If yes, please identify the locality and reason for request on the line below.

n/a

PROJECT ESTIMATES **(Please TAB from field to field)**

PHASE	*Total Estimated Project Cost	Sections below pertain to Revenue Sharing funded portion only:		
		**Estimated Eligible Project Costs	***Estimated Eligible VDOT Project Expenses	****Estimated Reimbursement to Locality
PE	$ 0	$ 0	$ 0	$ 0
RW	$ 0	$ 0	$ 0	$ 0
CN	$ 260,000	$ 260,000	$ 130,000	$ 130,000
TOTAL	$ 0	$ 0	$ 0	$ 0

LOCALLY ADMINISTERED PROJECT – Please answer on each line corresponding to each phase for this project below

Please note that indicating any phase of project work to be administered by the locality and reimbursed using Revenue Sharing Program funding constitutes a "*Locally Administered Project*". Submission of this application represents the locality's request to administer the project work.

PE Phase: No; Reimbursement will NOT be Requested

RW Phase: No; Reimbursement will NOT be Requested

CN Phase: Yes; Reimbursement will be Requested

PROJECT FINANCIAL INFORMATION **(Please TAB from field to field)**

VDOT Revenue Sharing matching funds UP TO $1M requested for CONSTRUCTION project FY 2014: $ 0

VDOT Revenue Sharing matching funds OVER $1M requested for CONSTRUCTION project FY 2014: $ 0

VDOT Revenue Sharing matching funds UP TO $1M requested for MAINTENANCE project FY 2014: $ 130,000

VDOT Revenue Sharing matching funds OVER $1M requested for MAINTENANCE project FY 2014: $ 0

VDOT Revenue Sharing matching TOTAL request (this application) (right click on "$0" to the right & "Update Field" for total) $ 0

Note: CONSTRUCTION projects total or combined CONSTRUCTION & MAINTENANCE projects total requested must not exceed $10M; Also, MAINTENANCE projects total requested must not exceed $5M

$ 130,000

Project has previously received Revenue Sharing state funds: No If Yes, FY(s): n/a Totaling: $ 0

Total of other State / Federal / Local funds (enter amount to the right): $ 0

List types of other funds: n/a

Total funding to be programmed on Project (should equal total estimated cost above): (right click on "$0" & "Update Field" for total) $ 0

COMMENTS

Submitted by: Terry D Lewis

Reviewed by: >type in VDOT Official name & title<

Terry D Lewis 17 July 13

Signature of Locality Official Date Signature of VDOT Official Date

TOWN OF FRONT ROYAL
STREET PAVEMENT RATING FORM

Street or Route Fox Dr

From Beloit To Cul-De-Sac

Length .41 Width 20'

Pavement Type Tar/Chip Date 17 July 13

Inspector Terry

Scale: 0 is excellent ; 10 is very poor (a rating of 0 indicates no defect)

Defects	Rating
Raveling	3
Shoving or Pushing	2
Upheaval	3
Corrugations	1
Channels (Rutting)	1
Slippage Cracks	5
Shrinkage Cracks	5
Potholes	8
Edge Cracking	2
Alligator Cracks	5
Longitudal Cracks	0
Deficient Drainage	6
Overall Riding Quality	4
Sum of Defects	44

Condition Rating = 100 – Sum of Defects
= 100-- 44

Condition Rating (56)

ANTICIPATED FUTURE YEAR REVENUE SHARING FUNDING REQUESTS

FY	CONSTRUCTION	MAINTENANCE	TOTAL REQUESTED
2015		Fox Drive	130,000
TOTALS:			130,000

If known, please identify the specific projects you currently anticipate requesting funding for in future years below:

FY	Route/Road Name	Existing Project (Yes or No)	Brief Scope of Work (example - widening, intersection improvement, drainage, etc.)
2016	Happy Creek	no	Asphalt Overlay/Milling
2017	Alley Henries Corner	no	Asphalt Overlay/Milling
2018	Kendrick Lane	no	Asphalt Overlay/Milling
2019	Old Belmont	no	Asphalt Overlay/Milling
2020	e.17TH St	no	Asphalt Overlay/Milling
2021	Criser Rd	no	Asphalt Overlay/Milling
20122	N.Royal Ave	no	Asphalt Overlay/Milling
2024	Commertce Ave	no	Asphalt Overlay/Milling
2025	JMH	no	Asphalt Overlay/Milling
2026	JMH	no	Asphalt Overlay/Milling

This information is for informational purposes and is non-binding. It has been requested to assist VDOT staff with long range planning and budgeting.

Failure to provide this information does not prevent you from applying for funding in the future.

Town of Front Royal

SUMMARY OF PROJECTS - Designation of Funds Form
FY 2014 Revenue Sharing Program

$10 million maximum allocation per locality and
no more than $5 million of that amount may be allocated to maintenance projects

CONSTRUCTION FUNDS BEING REQUESTED:

Locality's Priority	Route #	Road Name	Requested State Match up to $1M for Construction	Requested State Match Over $1M for Construction	TOTAL CONSTRUCTION FUNDS REQUESTED FOR PROJECT
			$0	$0	$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
TOTAL CONSTRUCTION FUNDS REQUESTED:			$0	$0	$0

MAINTENANCE FUNDS BEING REQUESTED: (cannot exceed $5 million and is part of total $10M)

Locality's Priority	Route #	Road Name	Requested State Match up to $1M for Maintenance	Requested State Match Over $1M for Maintenance	TOTAL MAINTENANCE FUNDS REQUESTED FOR PROJECT
1	N/A	Fox Dr	$130,000	$0	$130,000
2	N/A	Happy Creek	$185,331	$0	$185,331
3	N/A	Alley Henries Corner	$100,000		$100,000
4	N/A	Kendrick Lane	$125,000		$125,000
5	N/A	Old Belmont	$100,000		$100,000
6	N/A	E.17TH ST	$150,000		$150,000
					$0
					$0
TOTAL MAINTENANCE FUNDS REQUESTED:			$790,331	$0	$790,331

GRAND TOTAL OF ALL FUNDS REQUESTED:	$790,331	$0	$790,331

Revised: 6/23/2012

Town of Front Royal

Locality Representative	Date Submitted
VDOT Representative	Date Reviewed

Revised: 6/23/2012

Work Session

Meeting Agenda Item No. 8

Town of Front Royal, Virginia
Work Session Agenda Form

Date:

Agenda Item: Happy Creek Walking Trail Benches

Summary: The Department of Environmental Services has researched prices for in-house construction of park benches and already fabricated benches to install along the Happy Creek Walking Trail

Council Discussion: Council is requested to review the information submitted by the Department of Environmental Services regarding the cost of park benches

Staff Evaluation: Environmental Services has completed a cost estimate for in-house construction and setting of benches along the Happy Creek Walking Trail and already constructed benches. The Department can fabricate and set with concrete for $580. A bench can be purchased and set in concrete for approximately $855.

Budget/Funding: To be determined by the Finance Director

Legal Evaluation: The Town Attorney will be able to address any legal questions or concerns

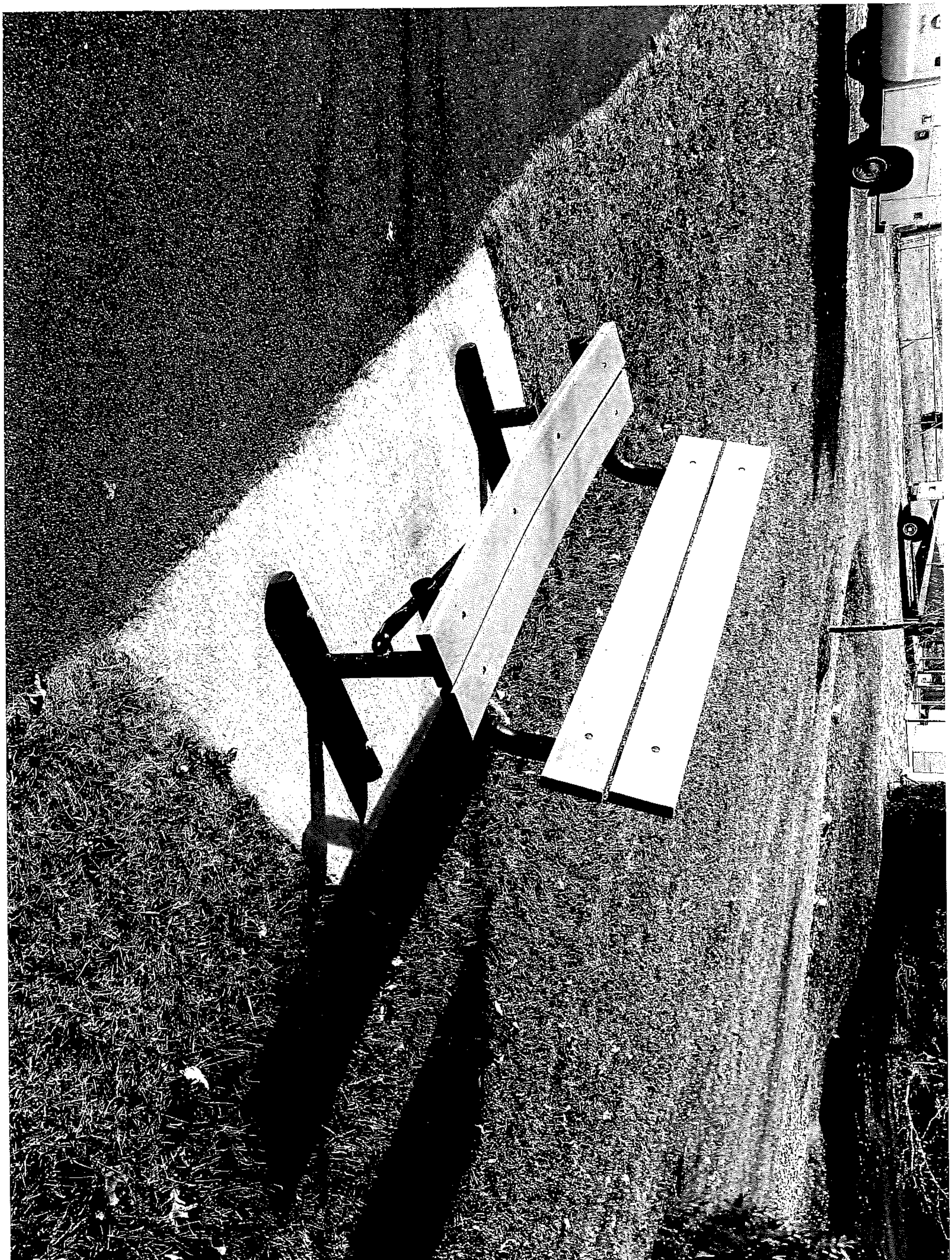
Staff Recommendations: Staff recommends utilizing the lumber that was donated by Trex and constructing the benches in-house. The Department has already used part of this material to construct benches and tables placed throughout Town for enjoyment. If construction is done in-house, then the benches appearance will remain consistent with what is already available for public use.

Town Manager Recommendation:

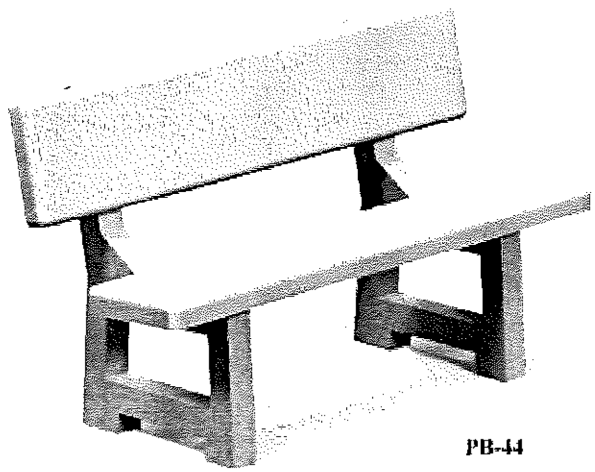
Council Recommendation:

□ Additional Work Session □ Regular Meeting □ No Action

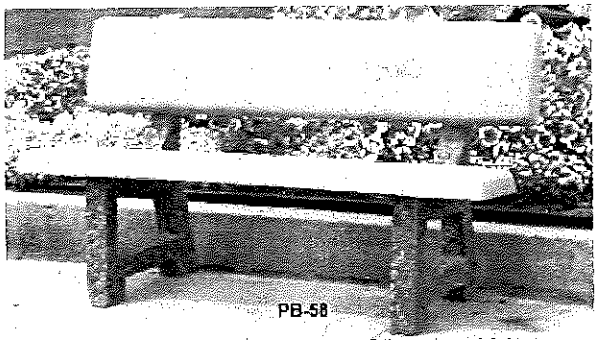
Consensus Poll on Action: ____(Aye) ____(Nay)



CONCRETE PARK BENCHES



PB-44



Park benches are ideal for many outdoor projects. Their maximum durability and minimum maintenance makes them an ideal solution for state and federal government agencies, fast food restaurants, department stores, educational facilities, parks & recreation departments, residential complexes, and individuals to beautify their homes, patios, and gardens.

Click a Model No. to add to cart

Order Online, by Phone, or by E-Mail

~ Add items to your online shopping cart ~
Click the Model No. of the item you wish to purchase.

PRICING FOR CONCRETE PARK BENCHES

Model No.	Item Name	Dimensions	Weight	Price
PB-44	Park Bench Series	44" x 23" x33"	400 lbs	$484.15
PB-58	Park Bench Series	58" x 23" x 33"	420 lbs	$573.85

Work Session

Meeting Agenda Item No. 9

Town of Front Royal, Virginia
Work Session Agenda Form

Date:

Agenda Item: Purchase of New Police Department Police Station from EDA on former Avtex Site

Summary: The Town's consultant, BKV Group, Inc., in conjunction with the Town, including the Police Chief, has identified a 5.24 acre site on the east side of Kendrick Lane between Monroe Avenue and Adams Avenue in the Town as the best site for the new Police Department Police Station and associated parking lot. This site is part of the former Avtex Property, is identified as Tax Map Parcel 20A1-3-7B, and is owned by the EDA. The EDA has offered to sell the site to the Town for a cost of $7,000.00 per acre, and a total price of $36,680.00. Enclosed is a proposed Contract to accomplish this sale. As of the time of this writing, I am awaiting confirmation that over-night sleeping in the Police Station in the event of weather-related or other emergencies will not be deemed a violation of the Conservation and Environmental Protection Easement and Declaration of Restrictive Covenants applicable to the former Avtex Property. Language intended to deal with this is found on page 6, paragraph 10 (4) of the proposed Contract.

Council Discussion: Town Council is requested to consider placing the Contract To Purchase the 5.24 acre former Avtex site for a future Police Department Police Station on a future Council meeting agenda for consideration and a vote to purchase the site for such purpose.

Staff Evaluation:

Budget/Funding:

Legal Evaluation:

Staff Recommendations:

Town Manager Recommendation:

Council Recommendation:

□ Additional Work Session □ Regular Meeting □ No Action

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

11/26/2013

CONTRACT TO PURCHASE AND SELL REAL ESTATE

THIS CONTRACT TO PURCHASE AND SELL REAL ESTATE made and entered into this _____ day of ____________, 2013 (the "Effective Date"), by and between **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA**, doing business as the Warren County Economic Development Authority (EDA), a political subdivision of the Commonwealth of Virginia **(SELLER)**, and **THE TOWN OF FRONT ROYAL, VIRGINIA,** a Virginia municipal corporation **(BUYER).**

WITNESSETH:

WHEREAS, Seller is the owner of a certain parcel of land known and designated as Tax Map Parcel 20A1-3-7B, a 5.24-acre parking lot on the east side of Kendrick Lane between Monroe Avenue and Adams Avenue within the Town of Front Royal, Virginia (**the Property**); and

WHEREAS, Seller acquired the Property by deed from Anthony H. Murray, Jr., Inc., Trustee, in the Bankruptcy Estate of Avtex Fibers Front Royal, Inc., and The Estate of Avtex Fibers, Inc., dated March 27, 2000, and recorded at the Clerk's Office of the Circuit Court of Warren County, Virginia, as Instrument Number 000001681; and

WHEREAS, the Property is subject to a Conservation and Environmental Protection Easement and Declaration of Restrictive Covenants, dated November 22, 1999, and recorded as Instrument number 990008268 in the Clerk's Office aforesaid (the Covenants) which restricts the use of the Property to certain light industrial uses, including, but not limited to, a police station; and

WHEREAS, the Property is also subject to a Real Estate Sale Contract dated November 22, 1999, among several parties which provides, in part, that the Property may be re-sold by the EDA to a third party at a price of Seven Thousand Dollars ($7,000.00) per acre; and

WHEREAS, the Seller desires to sell and the Buyer desires to buy the Property for use as a future police station and associated parking, under the mutually agreeable terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and the payment of a deposit in the sum of One Thousand Dollars ($1,000.00) which shall apply towards the Purchase Price at closing, the receipt and sufficiency of which are hereby acknowledged, the Seller agrees to sell and the Buyer agrees to buy the Property described above in accordance with the following terms and conditions.

1. Purchase Price/Deposit

A. The Seller shall sell the Property to the Buyer for the sum of **Thirty-six Thousand Six Hundred Eighty and 00/100 Dollars ($36,680.00)**, payable at Closing (the Purchase Price). All deposits will be credited to the Purchase Price.

B. On payment of the Purchase Price at Closing on the Property, Seller agrees to convey the Property to Buyer by good and sufficient special warranty deed.

C. On the Effective Date of this Agreement, Buyer shall make a refundable deposit to Seller of **One Thousand and 00/100 Dollars** ($1,000.00) (the "Deposit") which the parties agree shall be held in escrow by Seller. The Deposit shall be applied towards the Purchase Price, unless this Agreement is declared as null and void or otherwise terminated as provided for in this Agreement. In the event the Agreement is declared null and void or terminated according to the terms of the Agreement for any reason, the Deposit shall be returned to the Buyer.

2. Title

A. As a condition to Closing, title to the Property at Closing shall be good of record and in fact, fully merchantable, insurable and conveyed to Buyer by special warranty deed subject only to the Permitted Exceptions (as hereinafter defined). The term "Permitted Exceptions" shall mean (i) the lien of real estate taxes not yet due and payable; (ii) all matters revealed in the Title Commitment obtained by Buyer prior to Closing or of record as of such date (excluding mortgage, deeds of trust or other monetary liens encumbering the Property) and approved or deemed approved by Buyer; (iii) all matters not disclosed because an accurate survey or inspection of the Property was not performed but which matters would be shown by an accurate survey or an inspection of the Property, including, but not limited to, easements, encroachments, overlaps, riparian rights, and boundary disputes, if any; (iv) all building, zoning, and other state, county or federal laws, codes and regulations (whether existing or proposed) affecting the Property; (v) any existing general utility easements serving the Property; (vi) any matters agreed to in writing between Seller and Buyer; and (vii) any title exception created directly or indirectly by any act or omission of Seller or its representatives, agents, employees or invitees.

B. Prior to Closing, Buyer shall obtain a title certificate letter from the Buyer's attorney pursuant to Virginia law, or a binding commitment from a title insurance company to issue an ALTA title policy covering the Property (the "Title Commitment"), together with true copies of all documents evidencing matters of record shown as exceptions to title thereon. Buyer shall have the right to object, in its sole and absolute discretion, to any exceptions contained in the Title Commitment by giving written notice thereof to Seller stating the matters to which Buyer objects and the reasons therefor. If Buyer fails timely to provide such written objection, then Buyer shall conclusively be deemed to have approved all matters affecting title to the Property shown on the Title Commitment as of the effective date of such Title Commitment. If Buyer disapproves of any matter affecting title, Seller shall endeavor to cure or remove such exceptions in a timely and reasonable manner and the date of Closing shall be extended until such exceptions are cured. Buyer shall have the right to waive any one or more of such title defects that Seller has not elected to cure or remove. In all events any monetary liens, judgments, or delinquencies shall be paid out of Seller's proceeds of sale at Closing. Notwithstanding anything to the contrary stated herein above in this paragraph, mortgages/deeds of trust against the Property shall not be deemed to be a title objection provided they are paid in full by Seller out of the Purchase Price.

3. Closing

Provided Buyer does not first terminate this Contract in accordance with the provisions of this Contract, Seller and Buyer agree to proceed to full and final Closing on the Property, on a date selected by Buyer and approved by Seller in its reasonable discretion which date shall occur on the date which is not later than sixty (60) days following the Effective Date, or the satisfaction of all conditions listed below. Closing shall take place at the offices of the Buyer's designated Title Company, or such other place as the Buyer may designate.

4. Seller's Representations, Warranties and Covenants

In order to induce Buyer to enter into this Contract and to consummate the transactions contemplated hereby, Seller represents and warrants to, and covenants with Buyer as follows. For purposes of this Agreement, the term "knowledge" when applied to the Seller shall refer to actual knowledge.

A. Seller is the owner of the Property and has the right to sell the Property.

B. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite actions of Seller (none of which actions have been modified or rescinded, and all of which actions are in full force and effect).

C. To the best of Seller's knowledge, and except as otherwise disclosed to Buyer, Seller has not received any notice that it is in violation or default under any Contract with any third party, or under any judgment, order, decree, rule or regulation of any court, arbitrator, administrative agency or other governmental authority to which it may be subject, which violation or default will, in any one case or in the aggregate, adversely affect the ownership or operation of the Property or Seller's ability to consummate the transactions contemplated hereby. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby will not to the best of Seller's knowledge (a) violate any law or any order of any court or governmental authority with proper jurisdiction; (b) result in a breach or default under any service contract, equipment lease or other binding commitment of Seller or any provision of the organizational documents of Seller; or (c) result in any encumbrance, other than a Permitted Exception, against the Property.

D. To the best of Seller's knowledge no tenants are in possession of the Property by virtue of leases now in effect.

E. To the best of Seller's knowledge Seller has not received notice of any pending, nor is it aware of any threatened, condemnation or similar proceeding affecting any part of the Property.

F. There are no actions, suits, proceedings or claims affecting any part of the Property or affecting Seller with respect to the ownership, occupancy, use or operation of any part of the Property or to the best of Seller's knowledge, pending or threatened in or before any court, agency, commission, or board.

G. To the best of Seller's knowledge, Seller has received no written notice that the Property is in violation of applicable environmental, health, fire, safety or planning or zoning laws or ordinances.

H. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is, or to the best of Seller's knowledge, pending or threatened against or contemplated by Seller.

I. To the best of Seller's knowledge the Property (including land, surface and subsurface soil, surface water, ground water, and improvements) does not contain any substantial amounts of waste or debris or contain any material contamination which would constitute a violation of any law or regulation including: (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; (c) any substance the presence of which on the Property is prohibited by any law similar to those set forth in this subparagraph including similar laws of the Commonwealth of Virginia; and (d) any toxic or hazardous substances or materials, whether products or wastes, including, without limitation, asbestos or PCB's. (All of the foregoing are collectively referred to herein as "Hazardous Materials").

J. Subsequent to the Effective Date, Seller shall not file any plans, plats or any other documents or materials with any governmental authority in connection with any of Seller's obligations under this Contract or in any other respect with regard to the Property unless Seller has first obtained Buyer's prior written approval of such plans, plats and/or other documents and materials in each instance.

K. Seller shall promptly advise Buyer in writing of any facts of which Seller becomes aware indicating the inaccuracy of any of the representations or warranties of Seller contained in this Contract and shall promptly give to Buyer copies of any written notices which Seller receives relating to the Property. Seller's notice to Buyer as to inaccuracies in representations and warranties discovered by Seller subsequent to the date of this Contract shall not constitute a breach of this Contract by Seller.

L. The Property is subject to restrictions and conditions of use and sale, by instruments of record in the Clerk's Office of the Circuit Court of Warren County, Virginia, relating to its former use as a parking lot for the former Avtex Fibers plant, now a Superfund recovery site. Sale of the Property is subject to and conditioned on approval of listed Stakeholders to the proposed sale and use of the Property. Confirmation that the proposed sale and use has been requested from the

Stakeholders by the Seller.

5. Buyer's Representations, Warranties and Covenants

In order to induce Seller to enter into this Contract and to consummate the transactions contemplated hereby, Buyer represents and warrants to, and covenants with, Seller as follows:

A. Buyer is a Virginia municipal corporation and is authorized to conduct the business in which it is now engaged.

B. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite actions of Buyer (none of which actions have been modified or rescinded, and all of which actions are in full force and effect). This Contract constitutes a valid and binding obligation of Buyer, enforceable against Buyer in accordance with terms.

C. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby by Buyer will not (i) violate any law or any order of any court or governmental authority with proper jurisdiction; (ii) result in a breach or default under any contract or other binding commitment of Buyer or any provision of the organizational documents of Buyer; or (iii) require any consent or approval or vote that has not been taken or given, or at the time of the transaction involved, shall not have been taken or given.

D. There are no actions, suits, arbitrations, proceedings, governmental investigations or other proceedings that are pending against Buyer that adversely and materially affect its right to enter into or perform this Contract.

E. The Buyer represents and the Seller acknowledges that the Buyer's purpose in purchasing the Property is for use as an expansion of the existing soccer fields and other recreational activities of the Buyer's Skyline Soccerplex.

6. Closing Costs

A. Seller shall pay for the release of any deeds of trust or other monetary liens encumbering the Property, and for the Virginia grantor's tax on the deed of conveyance. In addition, Seller shall be obligated to pay for all legal fees for attorneys representing Seller who have been retained by Seller.

B. Buyer shall be obligated to pay for the cost of preparation of the deed of conveyance and for all state and local recording or transfer taxes on the deed of conveyance (except for the Virginia grantor's tax). Buyer shall also be obligated to pay all title insurance premiums, costs for survey ordered by Buyer, all costs of its due diligence inspections and any escrow fees as well as all legal fees for attorneys representing Buyer, who have been retained by Buyer.

C.. No realtor's fees or commissions will be paid by either party, as no realtor has been used in conjunction with this transaction.

<u>7. Payment of Liens on the Property</u>

A. Unless released prior to Closing, any deeds of trust, judgments, delinquent taxes or other monetary liens or charges against the Property shall be paid out of Seller's proceeds at Closing.

B. All property taxes and other liens shall be prorated as of the date of Closing.

<u>8. Insurance, Damage, Condemnation or Destruction of Property Pending Closing</u>

Risk of loss shall be with Seller until Closing.

<u>9. Possession</u>

Seller shall deliver sole and exclusive possession of the Property to Buyer upon Closing, free of tenancies.

<u>10. Deliveries at Closing</u>

A. Seller's Deliveries. At Closing, Seller shall provide the following original documents, each executed and acknowledged (as appropriate):

(1) A special warranty deed to the Property in recordable form, conveying the Property to Buyer subject only to the Permitted Exceptions and other matters subsequently approved by Buyer or Buyer's counsel as provided in Paragraph 2 "Title" and elsewhere herein;

(2) An affidavit certifying that Seller is not a "foreign person" within the meaning of Section 1445(f) (3) of the Internal Revenue Code;

(3) A certificate of Seller updating the representations and warranties of Seller set forth in this Contract through Closing, which certificate shall state that there has been no material change in said representations and warranties;

(4) Copies of documents from Stakeholders confirming that the sale and proposed use of the Property does not violate the terms of the covenants and restrictions on record, **<u>including confirmation that in the event of relatively rare, weather-related or other emergency events beyond the control of Buyer it is reasonably necessary and appropriate for employees and agents of law enforcement agencies to stay and sleep overnight on the Property.</u>**.

(5) Such other documents as are required to be delivered by Seller pursuant to this Contract.

B. Buyer's Deliveries. At Closing Buyer shall deliver the following items or original documents, each executed and acknowledged (as appropriate), as the case may be:

(1) The then outstanding balance of the yet to be paid Purchase Price;

(2) Closing Statement;

(3) A certificate of Buyer updating the representations and warranties of Buyer set forth in this Contract through Closing, which certificate shall state (i) there has been no material change in Buyer's representations and warranties and (ii) as of Closing, all conditions precedent benefitting Buyer in this Contract have either been satisfied or waived; and

(4) Such other documents as are required by this Contract.

11. Brokerage

The parties hereto warrant and represent to each other that the neither party is represented by any realtor, broker or agent, and that no commissions or finder's fees are or will be due and payable with respect to this Contract or the consummation of the transaction contemplated herein.

12. Conditions Precedent of Buyer

The obligation of Buyer to proceed to Closing on the Property shall be subject to the following conditions and contingencies (all or any of which may be waived, in whole or in part, by the Buyer):

A. Affirmative vote of Board of Directors of the EDA to ratify this Contract.

B. Affirmative votes by the Front Royal Town Council to ratify or approve this Contract.

C. Buyer obtaining satisfactory financing for the purchase, within 30 days of the Effective Date.

D. Representations and warranties of Seller as contained in Paragraph 5 and elsewhere in this Contract remain substantially true and accurate in all material respects as of Closing.

E. Title to the Property be as described in Paragraph 2 of this Contract.

F. Seller shall have performed all covenants herein contained.

G. Seller and/or Buyer obtain subdivision approval from Town of Front Royal to separate parcel from parent parcel (if needed).

H. Seller obtain consent/approval for sale from Avtex Stakeholders.

13. Termination, Default and Remedies

The parties hereby acknowledge that (1) the transactions contemplated by this Agreement are unique in character and (2) in the event that either party fails to Close or otherwise breaches any of their material obligations under this Agreement, monetary damages alone will not be adequate. The non-defaulting party shall therefore as it sole remedy (with the exception of any attorney's fees) resulting from a defaulting party's failure to close or breach of any terms of this Agreement, to obtain specific performance of the terms of this Agreement.

14. Notices

Any notice required or permitted to be given under this Contract shall be deemed to be given when (i) hand-delivered by personal delivery or (ii) one (1) business day after pickup by United Parcel Service or Federal Express or (iii) when received by confirmed facsimile transmission or registered or certified mail (return receipt requested, first-class postage prepaid), in either case addressed to the parties as follows:

If to Seller to: Jennifer R. McDonald, Executive Director
Economic Development Authority
400-D Kendrick Lane
P.O. Box 445
Front Royal, Virginia 22630
(540) 635-2182

If to Buyer to: Steven M. Burke, Town Manager
102 E. Main Street
Front Royal, Virginia 22630
(540) 635-8007

And Copy to: Blair D. Mitchell, County Attorney
220 N. Commerce Avenue, Suite 100
Front Royal, Virginia 22630
(540) 636-6674

or in each case to such other address as either party may from time to time designate.

15. Disclaimer of Warranties

Except for the special warranty of title and the warranties specifically set forth in this Contract, Seller specifically disclaims any warranty, guaranty or representation, oral or written, past or present, express or implied, relating to the Property. It is understood that the Property is being conveyed to Buyer at Closing in "As Is" "Where Is" condition without any warranties or representations of any kind or nature whatsoever.

16. Miscellaneous Provisions

A. Binding Effect. This Contract shall, be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors and permitted assigns.

B. Waiver, Modification. Except for issues concerning title, all of which Buyer must have addressed prior to the commencement of the Purchase of the Property, failure by the parties to insist upon or enforce any of their rights hereto shall not constitute a waiver thereof.

C. Assignment. This Contract may not be assigned by Buyer without the prior written consent of Seller.

D. Governing Law. This Contract shall be governed by and construed under the laws of the Commonwealth of Virginia, without regard to principles of conflicts of law.

E. Headings. The paragraph headings are herein used for convenience of reference only and shall not be deemed to vary the content of this Contract or the covenants, agreements, representations and warranties herein set forth or the scope of any paragraph.

F. Counterparts. If this Contract shall be executed in two or more counterpart originals, each counterpart original shall be for all purposes considered an original of this Contract.

G. Partial Invalidity. If any provision of this Contract shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect; and it is the intention of all the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

H. Merger of Warranties. Unless otherwise provided herein, the representations and warranties made by Seller herein and all other provisions of this Contract shall be deemed merged into the deed delivered at Settlement and shall not survive Settlement.

I. Entire Contract. This Contract, together with a certain Supplemental Agreement by and between Buyer and Seller of even date herewith, constitutes the entire Contract between the parties with respect to the purchase and sale of the Property and supersedes all prior oral and written understandings. Amendments to this Contract shall not be effective unless in writing and signed by the parties hereto.

J. Holidays, etc. Whenever the last day for the performance of any act required by either Seller or Purchaser under this Contract shall fall upon a Saturday, Sunday, or legal holiday, the date for the performance of any such act shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

K. Counsel Fees. If any action is brought by either party against the other party, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees, costs and expense incurred in connection with the prosecution or defense of such action.

L. Effective Date. The Effective Date of this Contract shall be the date that a fully signed original of this Contract is executed by Buyer and delivered to and signed by Seller.

17. Notice to Buyer

NOTICE: THE INTEREST TO BE CONVEYED HEREBY IS SUBJECT TO

A CONSERVATION AND ENVIRONMENTAL PROTECTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS DATED NOVEMBER 22, 1999, (SIGNED IN COUNTERPARTS BETWEEN NOVEMBER 9 AND 22, 1999) RECORDED IN THE LAND RECORDS OF THE CLERK OF THE CIRCUIT COURT OF WARREN COUNTY, VIRGINIA, ON DECEMBER 7, 1999, AS INSTRUMENT NUMBER 990008268, IN FAVOR OF AND ENFORCEABLE BY, THE UNITED STATES OF AMERICA, FMC CORPORATION, GENERAL CHEMICAL CORPORATION, THE LORD FAIRFAX SOIL AND WATER CONSERVATION DISTRICT AND THE VALLEY CONSERVATION COUNCIL.

IN WITNESS WHEREOF, Seller and Buyer have caused this Contract to be executed as of the date indicated below, signatures beginning on next page.

SELLER:

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA, doing business as the Warren County Economic Development Authority (EDA), a political subdivision of the Commonwealth of Virginia

By: ______________________________ Date: ______________
Patricia S. Wines, Chairman

BUYER:

THE TOWN OF FRONT ROYAL, VIRGINIA, a Virginia municipal corporation

By: ______________________________ Date: ______________
Steven M. Burke, Town Manager

Approved as to form:

____
Blair D. Mitchell
Counsel for Seller

Approved as to form:

____
Douglas W. Napier, Town Attorney
Counsel for Buyer

Work Session

Agenda Item No. 10

Town of Front Royal, Virginia
Work Session Agenda Form

Date: December 2, 2013

Agenda Item: Second five (5) year renewal of Water Tank Site Lease Agreement, as amended, with Virginia PCS Alliance, L.C., a Virginia limited liability company, doing business as "nTELOS".

Summary: Virginia PCS Alliance, L.C., a Virginia limited liability company, doing business as "nTELOS", currently under lease with the Town for use of the Town's Fairgrounds Road water tank and associated "floor space", through February 28, 2014, has made a written request for a second five (5) year renewal term pursuant to the terms of the agreement, commencing March 1, 2014. nTELOS is currently paying $18,000.00 per year. The proposal provides for a fifteen percent (15%) increase in annual rent to $20,700.00 per year upon renewal.

Council Discussion: Town Council is asked to consider approving a second five (5) year renewal term to the current nTELOS water tank lease at an annual rent of $20,700.00, commencing March 1, 2014.

Staff Evaluation: None.

Budget/Funding: None.

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

Staff Recommendations: None.

Town Manager Recommendation: The Town Manager recommends approval of a second five (5) year renewal term with a reasonable increase in rent of ten percent (15%).

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

1150 Shenandoah Village Drive
Waynesboro, VA 22980
Phone (540) 946-3500
Fax (540) 943-5001

November 8, 2013

Sent Via UPS Courier

Town of Front Royal
Attention: Town Manager
16 N. Royal Avenue
Front Royal, VA 22630-2612

RE: Request for Lease Renewal – Site ID: WN118 Gainesboro (Town of Front Royal)

Dear Sir/Madam:

Pursuant to Paragraph 2(a) "Term and Rent" of the Water Tank Site Lease Agreement dated November 23, 1998 and Tower Site Lease Agreement First Renewal dated October 11, 2008 between the Town of Front Royal, Virginia ("Lessor") and Virginia PCS Alliance, L.C., a Virginia limited liability company, d/b/a NTELOS ("Lessee"), the term of the Lease Agreement may be renewed, upon written request by the Lessee and written agreement by the Lessor, for up to three (3) additional five (5) year terms upon terms mutually agreeable to the Lessor and Lessee. The current term will expire on February 28, 2014. The purpose of this letter is to provide you with notice of our request to renew the Lease Agreement for the second five (5) year renewal term for the period of March 1, 2014 through February 28, 2019.

I have prepared and included with this letter a draft Tower Site Lease Agreement Second Renewal for your review and approval.

We have enjoyed the working relationship with the Town and look forward to our relationship continuing in the future. Should you have any questions or concerns regarding the draft Tower Site Lease Agreement Second Renewal, please do not hesitate to contact me by telephone at 540-941-4220, ext. 3071 or by email at balserd@ntelos.com. Thank you in advance for your favorable consideration.

Sincerely,

Debbie Balser

Debbie Balser
Site Acquisition Manager, VA West

NOV - 8 2013

Enclosure

cc: Master Lease File