TOWN OF FRONT ROYAL, VIRGINIA
TOWN COUNCIL MEETING
Monday, December 9, 2013 @ 7:00 p.m.
Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of the Regular Council Meeting minutes of November 25, 2013.
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
   a. Report of special committees or Town officials and Town Manager.
      1. Report from Warren County Administrator Doug Stanley
   b. Requests and inquiries of Council members.
   c. Report of the Mayor
      *** Recognition of the Retirement of Captain R. Clint Keller**
   d. Proposals for addition/deletion of items to the Agenda.

*7. **<u>CONSENT AGENDA ITEMS</u> – (ROLL CALL VOTE REQUIRED)**
   A. COUNCIL APPROVAL – Resolution of Support for MAP-21 Transportation Alternative Program Grant Application
   B. COUNCIL APPROVAL – Budget Amendment for DMV Animal Friendly License Plate Fund Distribution
   C. COUNCIL APPROVAL – Second Five-Year Renewal of Water Tank Site Lease Agreement with Virginia PCS Alliance, L.C. (NTELOS)
   D. COUNCIL APPROVAL – Bid for Concrete
   E. COUNCIL APPROVAL – VDOT Revenue Sharing Project FY15 – Fox Drive

**The nature of a consent agenda is such that discussion of individual items does not occur.*

8. COUNCIL APPROVAL – Write-Off for Bad Debt

9. COUNCIL APPROVAL – Budget Amendment – Purchase Orders

10. COUNCIL APPROVAL – Budget Amendment to Jointly Purchase Planning and Building Inspections Software, aka EnerGov Software with the County of Warren

11. COUNCIL APPOINTMENT – Urban Forestry Advisory Commission (UFAC)

12 COUNCIL AUTHORIZATION – Budget Amendment to Purchase Property for new Police Department

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 7(A)

Meeting Date: December 9, 2013

Agenda Item: COUNCIL APPROVAL – Resolution of Support for MAP-21 Transportation Alternative Program Grant Application

Summary: Council is requested to consider approval of a Resolution of Support for a MAP-21 Transportation Alternative Program Grant Application, as presented.

Budget/Funding: 9401-7910 [Traffic Signalization]

Attachments: Resolution and Map

Meetings: Work Session held December 2, 2013

Staff Recommendation: Approval ✓ Denial______

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

Proposed Motion: **I move that Council approve a Resolution of Support for a MAP-21 Transportation Alternative Program Grant Application, as presented.**

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: SB

Transportation Alternatives Project Endorsement Resolution
MAP-21 Transportation Alternatives Program (TAP)

WHEREAS, in accordance with the Commonwealth Transportation Board construction allocation procedures, it is necessary that a resolution be received from sponsoring local jurisdictions or agencies that request the Virginia Department of Transportation to establish a TAP project.

WHEREAS, the Town of Front Royal, VA has submitted an application to establish a TAP project, referred to as *Intersection Pedestrian Enhancements,* for Fiscal Year 2014-2015.

WHEREAS, *Intersection Pedestrian Enhancements* is a project that in summary would upgrade up to five (5) intersections within the Town of Front Royal with pedestrian facilities, such as, installation of pushbutton-actuated countdown-timer pedestrian signal heads, installation of concrete sidewalks, replacement or installation of new ADA curb ramps, and alteration of crosswalk striping.

NOW THEREFORE, BE IT RESOLVED, that the Town of Front Royal, requests the Commonwealth Transportation Board to establish the project *Intersection Pedestrian Enhancements*.

BE IT FURTHER RESOLVED, that the Town of Front Royal hereby agrees to provide a minimum 20 percent matching contribution for this project.

BE IT FURTHER RESOLVED, that the Town of Front Royal hereby agrees to enter into a project administration agreement with the Virginia Department of Transportation and provide the necessary oversight to ensure the project is developed in accordance with all state and federal requirements for design, right of way acquisition, and construction of a federally funded transportation project.

BE IT FURTHER RESOLVED, that the Town of Front Royal will be responsible for maintenance and operating costs of any facility constructed with Transportation Alternatives Program funds unless other arrangements have been made with the Department.

BE IT FURTHER RESOLVED, that if the Town of Front Royal subsequently elects to cancel this project, the Town of Front Royal hereby agrees to reimburse the Virginia Department of Transportation for the total amount of costs expended by the Department through the date the Department is notified of such cancellation. The Town of Front Royal also agrees to repay any funds previously reimbursed that are later deemed ineligible by the Federal Highway Administration.

APPROVED:

____

Timothy W. Darr, Mayor

ATTEST:

____

Jennifer E. Berry, Clerk of Council

THIS RESOLUTION was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on __________ _____, 2013, upon the following recorded vote:

Bret W. Hrbek	Yes/No	Daryl Funk	Yes/No
Carson C. Lauder, Jr.	Yes/No	N. Shae Parker	Yes/No
Thomas H. Sayre	Yes/No	Hollis L. Tharpe	Yes/No

Approved as to form and legality:

____

Douglas W. Napier, Town Attorney

Date: _____ / _____ / _____

MAP-21

TRANSPORTATION ALTERNATIVES PROGRAM

Sample Resolution

Transportation Alternatives Project Endorsement Resolution

Whereas, in accordance with the Commonwealth Transportation Board construction allocation procedures, it is necessary that a resolution be received from the sponsoring local jurisdiction or agency requesting the Virginia Department of Transportation to establish a Transportation Alternatives project in (jurisdiction).

Now, Therefore, Be It Resolved, that (the project sponsor), requests the Commonwealth Transportation Board to establish a project for the improvement of (name/description of project).

Be It Further Resolved, that (the project sponsor) hereby agrees to provide a minimum 20 percent matching contribution for this project.

Be It Further Resolved, that (the project sponsor) hereby agrees to enter into a project administration agreement with the Virginia Department of Transportation and provide the necessary oversight to ensure the project is developed in accordance with all state and federal requirements for design, right of way acquisition, and construction of a federally funded transportation project.

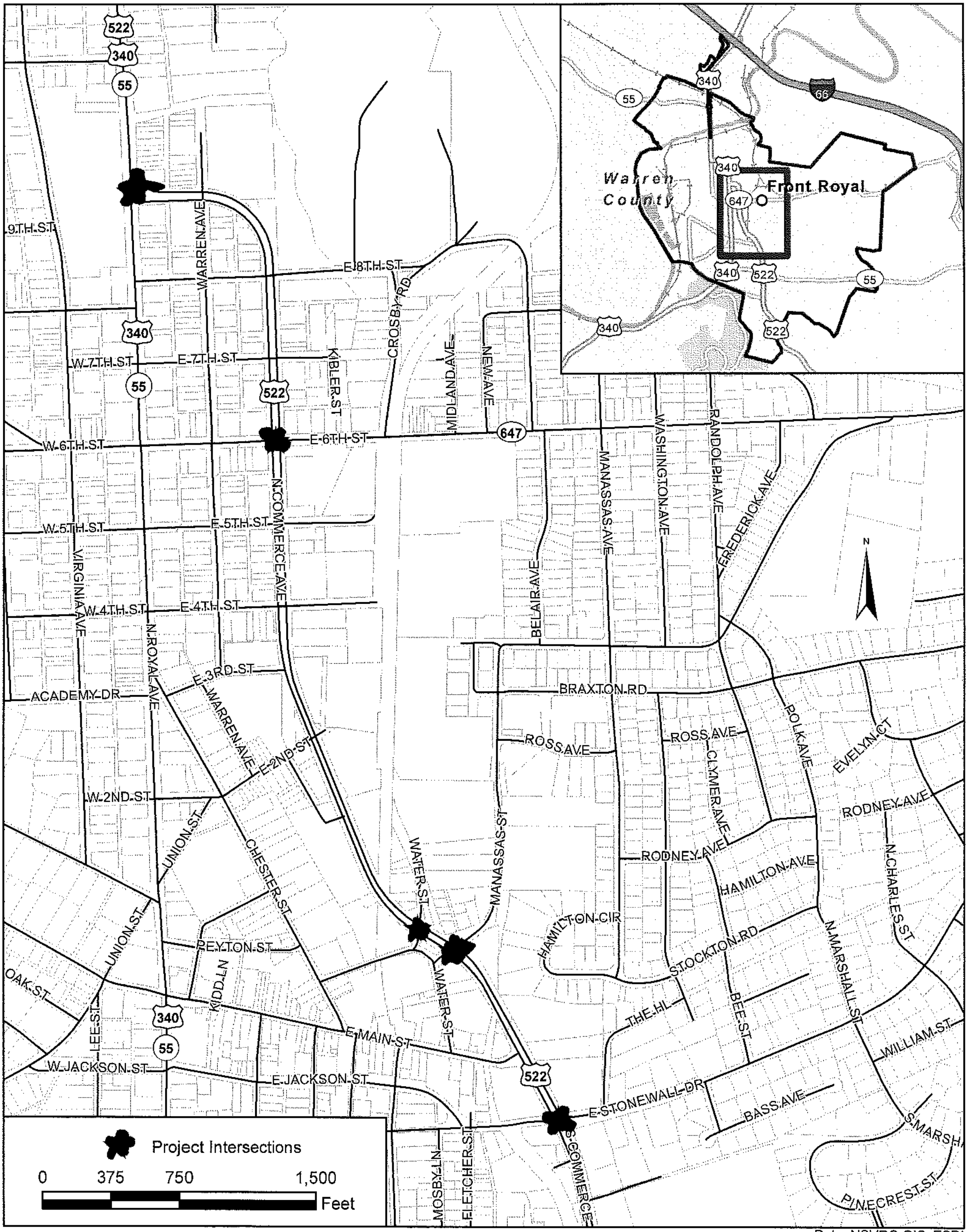
Be It Further Resolved, that (the project sponsor) will be responsible for maintenance and operating costs of any facility constructed with Transportation Alternatives Program funds unless other arrangements have been made with the Department.

Be It Further Resolved, that if (the project sponsor) subsequently elects to cancel this project (the project sponsor) hereby agrees to reimburse the Virginia Department of Transportation for the total amount of costs expended by the Department through the date the Department is notified of such cancellation. (The project sponsor) also agrees to repay any funds previously reimbursed that are later deemed ineligible by the Federal Highway Administration.

Adopted this____ day of ___________, 20___
_________________________, Virginia
By: ___________________________
Attest

Rev. 8/13

Front Royal US 522/Commerce Avenue Intersection Pedestrian Enhancements



Data: NSVRC GIS, ESRI

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 7(B)

Meeting Date: December 9, 2013

Agenda Item: COUNCIL APPROVAL – Budget Amendment for DMV Animal Friendly License Plant Fund Distribution

Summary: The Town has received funding in the amount of $60.00 from the Division of Motor Vehicles (DMV) through the "Animal Friendly" license plate program. Funds received are to be dedicated to the Humane Society of Warren County to support the sterilization program for dogs and cats. Council is requested to consider authorization of the Town Manager to identify the Humane Society of Warren County as the recipient of the $60.00 funding.

Budget/Funding: 1000-3220104 [Animal Friendly Plates]

Attachments: Letter from DMV

Meetings: Work Session held November 25, 2013

Staff Recommendation: Approval ✓ Denial______

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

Proposed Motion: **I move that Council authorize the Town Manager to identify the Humane Society of Warren County as the recipient of the $60.00 funding associated with the Division of Motor Vehicle (DMV) Animal Friendly license plate program to support the sterilization program for dogs and cats.**

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: SB

COMMONWEALTH of VIRGINIA

Department of Motor Vehicles
2300 West Broad Street

Richard D. Holcomb
Commissioner

Post Office Box 27412
Richmond, VA 23269-0001

November 12, 2013

Mr. Richard A Anzolut Jr.
Town Manager
Town of Front Royal
Post Office Box 1560
Front Royal VA 22630

Dear Mr. Anzolut:

The Department of Motor Vehicles sells the Animal Friendly license plate which is authorized by Virginia Code, §46.2-749, as part of its special license plate program. This plate is issued to supporters of dog and cat sterilization programs at a cost of $25.00 per year in addition to the prescribed fee for vehicle registration. After the first 1,000 sets of plates are sold, $15.00 of each fee is made available to the locality in which the vehicle is registered, to be used to support sterilization programs for dogs and cats. This money is set aside in a special fund titled the Dog and Cat Sterilization Fund for distribution to localities, regardless of the amount of funds involved. For Fiscal Year 2013, DMV's records indicate that your locality is due $60.00 from this Fund.

Virginia Code §46.2-749 requires each locality to certify that this money will be used to support sterilization of dogs and cats. If your locality does not have a program for this purpose, the statute provides the locality options. You may make the funds available to any private, nonprofit sterilization program for dogs and cats in your locality or decline receipt of funds. Any funds that are declined shall be distributed to other affected localities on a pro rata basis.

Attached to this letter is a form to make your choice pertaining to the amount stated above. Complete the form and return it no later than December 27, 2013, to:

Financial Management Services
Department of Motor Vehicles
Post Office Box 25700
Richmond, Virginia 23260
Attn: Angela Bartlett, Room 714
Fax: (804) 367-6339

If the form is not received by the above date, it will be assumed that your locality is declining the funds. If you have any questions regarding the Animal Friendly Plate, the funds due your locality or about completing the Certification of Funds, form FMS 225 call DMV's Special License Plate Division at (804) 367-0368.

With kindest regards.

Sincerely,

Richard D. Holcomb

RDH:aea
Attachment
C: The Honorable George E Banks, Mayor

Certification of Funds
Dog and Cat Sterilization Fund

2013

The administrator or manager of the locality should complete this form by selecting the section that signifies the locality's choice regarding the acceptance of money from the Dog and Cat Sterilization Fund.
Please return this form with your Federal Employee Identification Number ____________________ (FEIN)
to the Department of Motor Vehicles by December 27, 2013.

Option One: Acceptance of Funds

Town of Front Royal acknowledges that it is due funds from the Dog and Cat Sterilization Fund in the amount of $____________ based on sales of the Animal Friendly license plate in Fiscal Year 2013. Furthermore, I certify that these funds will be used for the purpose of sterilization of dogs and cats as stated in Section 46.2-749.2:7 of the Code of Virginia.

Signature ____________________ Date ____________

Print Name ____________________ Title ____________

Option Two: Acceptance/Assignment of Funds (If more than one, please use a separate sheet)

Town of Front Royal acknowledges that it is due funds from the Dog and Cat Sterilization Fund in the amount of $____________ based on sales of the Animal Friendly license plate in Fiscal Year 2013. This locality does not have a sterilization program, but will transfer the funds, in total, to ____________________ (Name and Address)

____, which is a private, non-profit group supporting the purposes of the Fund. I certify that these funds will be used by this organization for the purpose of sterilization of dogs and cats as stated in Section 46.2-749.2:7 of the Code of Virginia.

Signature ____________________ Date ____________

Print Name ____________________ Title ____________

Option Three: Decline Receipt of Funds

Town of Front Royal acknowledges that it is due funds from the Dog and Cat Sterilization Fund in the amount of $____________ based on sales of the Animal Friendly license plate in Fiscal Year 2013. This locality does not wish to accept the funds for this year.

Signature ____________________ Date ____________

Print Name ____________________ Title ____________

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 7(C)

Meeting Date: December 9, 2013

Agenda Item: COUNCIL APPROVAL – Second Five-Year Renewal of Water Tank Site Lease Agreement with Virginia PCS Alliance, L.C. (nTELOS)

Summary: Council is requested to consider approval of a second five-year renewal of the Water Tank Site Lease Agreement, as amended, with Virginia PCS Alliance, L.C. a Virginia limited liability company, doing business as "nTELOS" at an annual rent of $20,700.00, commencing March 1, 2014. If approved, the current annual rent will increase 15%. The current lease is for the use of the Fairgrounds Road Water Tank and associated "floor space" through February 28, 2014.

Budget/Funding: Revenue adjustment will be included in FY15 budget

Attachments: Letter from Debbie Balser, nTELOS Site Acquisition Manager, VA West and Agreement

Meetings: Work Session held December 2, 2013

Staff Recommendation: Approval ✓ Denial____

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

Proposed Motion: **I move that Council approve a second five-year renewal of the Water Tank Site Lease Agreement, as amended, with Virginia PCS Alliance, L.C. a Virginia limited liability company, doing business as "nTELOS" at an annual rent of $20,700.00, commencing March 1, 2014.**

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: SB

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

Enclosure

cc: Master Lease File

NOV - 8 2013

TOWER SITE LEASE AGREEMENT-SECOND RENEWAL

This Water Tank Site Lease Agreement-Second Renewal ("Second Renewal") is made by and between Town of Front Royal, Virginia ("Lessor") and Virginia PCS Alliance, L.C., a Virginia limited liability company, doing business as NTELOS ("Lessee").

WHEREAS, Lessor and Lessee entered into that certain Water Tank Site Lease Agreement ("Lease") attached hereto as Exhibit A, for use of Town property located at 395 Fairground Road, Warren County, Virginia ("Leased Premises"); and,

WHEREAS, the Lease provides for an initial term of ten (10) years, ending February 28, 2009, and for three (3) successive five (5) year renewal terms upon written request by the Lessee and written agreement by the Lessor; and,

WHEREAS, Lessor agreed to one (1) five year renewal of the Lease dated November 11, 2008 ("Tower Site Lease Agreement-First Renewal") attached hereto as Exhibit B; and,

WHEREAS, Lessor is willing to agree to an additional one (1) five (5) year renewal of the Lease according to the terms herein provided; and

WHEREAS, Lessor and Lessee desire to amend the Lease to provide for one (1) five (5) year renewal term and for other terms herein provided; and,

WHEREAS, Lessor and Lessee hereby affirm that, as of the date hereof: (i) no breach or default by Lessor, or by Lessee to Lessor's knowledge, has occurred; and (ii) the Lease, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this Second Lease Renewal, are in full force and effect, with no defenses or offsets thereto.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Lessor and Lessee hereby ratify and affirm the terms and conditions of the Lease and further acknowledge and agree that the Lease is in full force and effect, and neither Lessor nor Lessee, to Lessor's knowledge, as of the date hereof, is in breach under the terms of the Lease.

2. All capitalized terms shall have the meaning ascribed to them in the Lease unless otherwise defined in this Second Lease Renewal.

3. Notwithstanding any other provision of the Lease, there shall be one renewal term, which shall commence on the first day of March, 2014 and shall expire on the 28th day of February, 2019 ("Renewal Term"). Lessee agrees to pay as annual rent during the Renewal Term the sum of Twenty Thousand

Seven Hundred and No/100 Dollars ($20,700.00), which shall be paid annually, in advance, beginning on March 1, 2014.

4. Paragraph 14 is hereby deleted in its entirety and replaced as follows:

14. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Lessor and Lessee may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Lessee, to:
Virginia PCS Alliance, L.C.
Attention: Senior Lease Administrator
1150 Shenandoah Village Drive
Waynesboro, VA 22980
Telephone: (540) 941-4220, ext. 3072

With a copy to:
NTELOS
Attn: General Counsel, Legal Department
1154 Shenandoah Village Drive
Waynesboro, VA 22980
Telephone: (540) 946-3500

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

5. Except as expressly set forth in this Second Lease Renewal, all other terms and conditions of the Lease shall remain in full force and effect. To the extent any provision contained in this Second Lease Renewal conflicts with the terms of the Lease, the terms and provisions of this Second Lease Renewal shall prevail.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties execute and make effective this Second Lease Renewal as of the date last signed by a party hereto.

LESSOR	LESSEE
TOWN OF FRONT ROYAL, VIRGINIA A Municipal Corporation	VIRGINIA PCS ALLIANCE, L.C., a Virginia limited liability company, d/b/a NTELOS
By: ____________________	By: ____________________
Name: ____________________	Name: ____________________
Title: ____________________	Title: ____________________
Date: ____________________	Date: ____________________
Tax ID No.: ____________________	Tax ID No.: ____________________

Approved as to Form:

By:______________________________

Town Attorney   Date

EXHIBIT A

Water Tank Site Lease Agreement

EXHIBIT B

Tower Site Lease Agreement-First Renewal

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 7(D)

Meeting Date: December 9, 2013

Agenda Item: COUNCIL APPROVAL – Bid for Concrete

Summary: Council has received a request from the Purchasing Agent, seeking approval of a bid from Essroc Redi-Mix Corporation for redi-mix concrete to be purchased during calendar year 2014 at quoted prices.

Budget/Funding: DES FY13 Budget Line items, depending on the project:
4102-45407; 4102-47907; 4102-47909; 4500-45407; 4500-45477

Attachments: Memorandums from Purchasing Agent and Quotation Tabulation

Meetings: None

Staff Recommendation: Approval ✓ Denial______

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

Proposed Motion: **I move that Council approve a bid from Essroc Redi-Mix Corporation for redi-mix concrete to be purchased during calendar year 2014 at quoted prices.**

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: ______

MEMORANDUM

Date: November 26, 2013

To: Tina Presley, Senior Administrative Assistant

Jennifer Berry, Clerk of Council

From: Cindy Hartman, Purchasing Agent

RE: Agenda Item

On Wednesday, November 20, 2013, I held a bid opening to set firm prices for various types and quantities of redi-mix concrete orders during calendar year 2014. I received one (1) response (see attached tabulation sheet). This is not the curb & gutter concrete bid. This is concrete ordered by the Town for work performed by our Public Works Department.

Historically, the overall dollar amount of purchases during a year requires Council approval. Please add this to the December 9, 2013 Town Council agenda for their action.

Staff recommends the award for redi-mix concrete to be purchased during calendar year 2014 be made to Essroc Redi-Mix Corporation at quoted prices.

Funding for the concrete will be drawn from various Department of Environmental Services FY13 budget line items, depending on the project that requires concrete. These line items are 4102-45407, 4102-47907, 4102-47909, 4500-45407 or 4500-45477.

TOWN OF FRONT ROYAL

Quotation Tabulation

Item CONCRETE - 2014 | Quotation #26

Date 11/20/13 | Mailed 4 | Replied 1

	VENDOR QUOTATION			
	ESSROC READY MIX			
QUANTITY	QUOTATION	QUOTATION	QUOTATION	QUOTATION
REDI-MIX CONCRETE FOR PERIOD OF 1/01/13 - 12/31/13				
B MIX CONCRETE - 5 CU. YD & UP	$ 86.00			
4 CU. YD.	86.00			
3 CU. YD.	86.00			
2 CU. YD.	86.00			
1 CU. YD.	86.00			
A MIX CONCRETE - 5 CU. YD. & UP	$ 87.00			
4 CU. YD.	87.00			
3 CU. YD.	87.00			
2 CU. YD.	87.00			
1 CU. YD.	87.00			
A-3 MX CONCRETE- 5 CU. YD. & UP	$ 89.00			
REGULAR SAND 4 CU. YD.	89.00			
3 CU. YD.	89.00			
2 CU. YD.	89.00			
1 CU. YD.	89.00			
A-3 MIX CONCRETE 5 CU. YD. & UP	$ 91.00			
NATURAL SAND 4 CU. YD.	91.00			
3 CU. YD.	91.00			
2 CU. YD.	91.00			
1 CU. YD.	91.00			
A-4 MIX CONCRETE 5 CU. YD. & UP	$ 99.75			
NATURAL SAND 4 CU. YD.	99.75			
3 CU. YD.	99.75			
2 CU. YD.	99.75			
1 CU. YD	99.75			
A-3 EXPOSED AGGREGATE	$ 115.00			
MIX CONCRETE - 5 CU. YD. & UP	$ 115.00			
4 CU. YD.	115.00			
3 CU. YD.	115.00			
2 CU. YD.	115.00			
1 CU. YD.	115.00			
CURRENT FUEL SURCHARGE	INCLUDED			
ENVIRONMENTAL FEE	INCLUDED			
TERMS	NET 30			

The above proposals verified to specifications and compliance with terms and conditions.

Witness | Witness | Purchasing Agent

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 7(E)

Meeting Date: December 2, 2013

Agenda Item: COUNCIL APPROVAL – VDOT Revenue Sharing Project FY15 – Fox Drive

Summary: Council is requested to consider approval of the Virginia Department of Transportation (VDOT) Revenue Sharing Project that includes the paving of Fox Drive from Old Belmont Road to the Cul-de-Sac in FY15 in the amount of $260,000.00 with $130,000.00 to be reimbursed by VDOT after completion of the project.

Budget/Funding: FY15 funding

Attachments: Revenue Sharing Detailed Application for Funds

Meetings: Work Session held December 2, 2013

Staff Recommendation: Approval ✓ Denial____

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

Proposed Motion: **I move that Council approve the Virginia Department of Transportation (VDOT) Revenue Sharing Project that includes the paving of Fox Drive from Old Belmont Road to the Cul-de-Sac in FY15 in the amount of $260,000.00 with $130,000.00 to be reimbursed by VDOT after completion of the project.**

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JB

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

Terry D Lewis

Signature of Locality Official

17 July 13

Date

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

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

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 8

Meeting Date: December 9, 2013

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

Summary: Council is requested to remove outstanding bad debt seven years or older in the amount of $848,191.11 from the electric, water, sewer, solid waste and general fund liability accounts per the Town of Front Royal Bad Debt [Write-off] Policy.

Budget/Funding: No funding needed as the journal entry will effect balance sheet lines only

Attachments: Policy and Spreadsheet

Meetings: Work Session held November 25, 2013

Staff Recommendation: Approval ✓ Denial______

Proposed Motion: **I move that Council approve the removal of outstanding bad debt seven years or older in the amount of $848,191.11 from the electric, water, sewer, solid waste and general fund liability accounts per the Town of Front Royal Bad Debt [Write-off] Policy.**

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: [signature]

Town of Front Royal Bad Debt [Write-off] Policy

BACKGROUND:

The Town of Front Royal has a large dollar value of uncollectible "bad debt" recorded yearly on the Town's ledger, due to non-payment of utility bills, also due to the fact this issue has not been addressed in over 30 years. The Town's auditing firm, Mitchell & Co, has requested that the Council move forward with a policy that will allow the Finance Department to complete an annual review of outstanding uncollectibles, and abate them from our ledgers when the Department has exhausted all avenues of collections.

PURPOSE:

To have a written policy to write off bad debt when it has become uncollectable and meets all criteria established to otherwise collect the existing debt. This should result in less bad-debt value on the Town's ledger and may have an effect on the overall utility rates for each service.

Account is determined uncollectible if it meets the following criteria:

1. No activity on a closed account for at least 7 years.
2. Account has entered a status of "bankruptcy" with no activity for 5 years.
3. All other methods of collection have been exhausted.

Program will be presented to Council once a fiscal year to include the total value of write-off, with a summarization report provided by the Finance Department. With the understanding that the first year this program is implemented the value will be high.

The Finance Department will maintain a listing per account of each step it has taken for collection of bad-debt, before moving it to a status of write-off.

Internal Controls for Uncollectible Utility Bills

1. Use advance search for identifying unpaid Final bills [to include use of SS# and/or Driver's License #]

2. Second notice will be mailed for Final bill's 30 days delinquent

3. Final bills will be reviewed to make sure all charges are accurate and collectible

4. Customer service staff will continually try to cross reference closed accounts to active ones and apply balances when possible

Outside programs available for uncollectible process

1. Virginia Department of Taxation – Debt set off program –
The Town will move forward with implementation of this program, it was used numerous years ago, but was stopped due to lack of staffing in the Finance Department. This program will also be used for uncollected Personal Property and/or Real Estate taxes.

2. DMV Stop program – this program can be used for collection of Personal Property taxes due to the Town. There is a cost factor involved and the Finance Department will continue to place a value on our collections vs. cost if we move forward with this program

Year	Total	# of accounts		Average
Bankruptcy	8,127.00	13	$	625.15
<$50.00 All Year	18,230.75	538	$	33.89
2006	91,720.18	230	$	398.78
2005	90,977.14	221	$	411.66
2004	59,211.20	195	$	303.65
2003	71,577.90	250	$	286.31
2002	54,944.82	210	$	261.64
2001	51,219.11	203	$	252.31
older than 2001	373,988.52	1457	$	256.68
Misc Billing	28,194.49	11	$	2,563.14
Total	$ 848,191.11	3,328	$	254.87

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 9

Meeting Date: December 9, 2013

Agenda Item:	COUNCIL APPROVAL – Budget Amendment – Purchase Orders
Summary:	Council is requested to approve a Budget Amendment in the amount of $5,524,182.74 to bring forward unpaid balances on purchase orders not completed at the end of June 2013 [FY13], as presented. This is a housekeeping item that must be completed each fiscal year after completion of the annual audit to have funds available for spending in this fiscal year.

Budget/Funding:

General Fund	$281,819.09
Electric Fund	$582,125.32
Special Projects	$265,989.87
Water	$1,102,990.56
Sewer	$2,769,311.36
Refuse	$ 10,000.00
Streets	$5,524,182.74

The off-set of these funds will come from the appropriate fund balance reserve for each Fund indicated.

Attachments: List of Purchase Orders

Meetings: Work Session held November 25, 2013

Staff Recommendation: Approval ✓ Denial_______

Proposed Motion: **I move that Council approve a Budget Amendment in the amount of $5,524,182.74 to bring forward unpaid balances on purchase orders not completed at the end of June 2013 [FY13], as presented.**

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JB

	Total amount	# PO		
Council	51,308.00	2		
Risk Management	1,500.00	1		
IT	37,172.66	10		
Tourism	30,370.59	4		
Legal	7,150.00	1		
Police	44,039.43	9		
Planning	62,782.48	4		
Economic Development	265,989.87	2		
Auto Maint	2,600.00	1		
Horticulture	36,550.00	2		
General Properties	8,345.93	3		
Streets	511,946.54	15		
Electric	582,125.32	16		
Water Plant	790,871.58	15		
Water-Sewer Line Maint	1,323,362.76	7		
			Water	312,118.98
			Sewer	1,011,243.78
Sewer Plant	1,758,067.58	7		
Solid Waste Mang	10,000.00	1		
	$ 5,524,182.74			

General Fund	281,819.09
Streets	511,946.54
Special Projects	265,989.87
Electric	582,125.32
Water	1,102,990.56
Sewer	2,769,311.36
Solid Waste	10,000.00
	$ 5,524,182.74

Acct #		PO#	Vendor	Description	Amount	Paid
1203-R47001	Auto maint	27490	Bearcom	Radio Equipment	2,600.00	31-Oct-13
1204-R43002	IT	27138	Syntax Communications	Network Wiring Services	3,000.00	23-Aug-13
1204-R43002	IT	27455	Syntax Communications	Network Analysis	7,500.00	23-Aug-13
1204-R43005	IT	27380	Ricoh USA Inc	Maint Contract	320.00	9-Aug-13
1204-R43005	IT	27378	Ricoh USA Inc	Maint Contract	213.60	18-Oct-13
1204-R45421	IT	27467	UcView	Signage Processor	1,250.00	13-Sep-13
1204-R47001	IT	23674A	Ricoh USA Inc	Maint Contract	664.06	18-Oct-13
3101-R45425	Police	27336A	Brownells Inc	Service Kit	1,599.79	23-Aug-13
3102-R43006	Police	27472	Stanard & Assoc	Testing material for new employees	930.00	11-Oct-13
4102-R45473	Streets	27282	A-Annandale Inc	Street Line Painting Contract	4,756.03	9-Aug-13
4302-R43004	General Pro	27452	Creatove Touch Paint	Caboose Painting Contract	3,150.00	31-Jul-13
4500-R45473	Streets	27506	A-Annandale Inc	Street Line Painting Contract	13,000.00	6-Aug-13
4500-R45473	Streets	27282	A-Annandale Inc	Street Line Painting Contract	3,125.20	9-Aug-13
8101-R45410	Planning	27491	Signet Screen Printing	Wearing Apparel	160.08	23-Aug-13
9401-R43021	Electric	27372	Southeastern Consulting	Professional Services	6,473.32	18-Oct-13
9401-R45407	Electric	27411	ATS- Sales Inc	Traffic Light Poles	2,276.00	23-Aug-13
9401-R47001	Electric	27457	Winchester Equipment	Toyota Internal Combustion lift truck	44,950.00	11-Oct-13
9401-R47502	Electric	27460	Graybar Electric Co Inc	Inventory [ordered not received]	4,221.30	23-Aug-13
9401-R47502	Electric	27461	Wesco Distribution	Inventory [ordered not received]	10,659.70	16-Aug-13
9401-R47910	Electric	27234	ATS- Sales Inc	Galvanized Round Shaft	3,475.00	13-Sep-13
9401-R47937	Electric	27441	VFP Inc	Manassas ST Substation	38,666.00	13-Sep-13
9401-R47939	Electric	27442A	Electric Power Products	Sprint Substation	15,805.03	30-Aug-13
9401-R47939	Electric	27443A	Hamby Young	Sprint Substation	17,054.34	20-Sep-13
9501/9502-R43005	W/S Maint	27231A	Ricoh USA Inc	Maint Contract	113.96	18-Oct-13
9601/9801-R47519	Water	27414A	Carter Machinery Co Inc	Caterpillar Diesel Generator	44,950.00	13-Sep-13
9601/9801-R47519	Water	27415A	Daparak Inc	Grundfos Paco End	38,500.00	23-Aug-13
9601-R45413	Water	27476	Brenntag Northeast	Chemicals & Supplies [ordered not received]	6,128.40	16-Aug-13
9801-R45413	WWTP	27458	Winschel Environmental	Chemicals & Supplies [ordered not received]	3,740.00	11-Oct-13
9801-R47005	WWTP	27440	Colonial Ford Truck Sales	2013 Ford F250 PU	21,976.12	6-Sep-13
				Items have been received and paid for after 45 day grace period for audit	$ 301,257.93	
1101-R43002	Council	27321A	Community Development	Funding for Community Dev program	46,200.00	
1101-R43002	Council	27488	Milliman, Inc	GASB 34 Compliance	5,108.00	
1202-R45515	Risk Mang	27515	VML Insurance Prg	Safety Manuals	1,500.00	
1204-R45410	IT	27496	Signet Screen Printing	Wearing Apparel	500.00	
1204-R47003	IT	27136	Shentel Service Co	Phone System Upgrade ~ FY12 Funding	9,000.00	
1204-R47007	IT	27030	eCivis Inc	Grant Software [yr 3 of 3]	11,025.00	
1204-R47007	IT	27333	Syntax Communications	Ethernet wiring	3,700.00	
1205-R43018	Tourism	27513S	Mountain Graphics	Advertising	10,000.00	
1205-R43018	Tourism	26929	Va Main Street Program	Promotion of Downtown Area	10,000.00	
1205-R43018	Tourism	27514A	Mountain Graphics	Advertising	3,500.00	
1205-R43047	Tourism	27361	225th Celebration	Town 225th Birtday	6,870.59	

2201-R43002	Legal	27484	Pennoni Assoc	Catlett Mountain Landfill	7,150.00	
1610-R47001	Police	27301	King-Moore Inc	GIS Service ~ Spillman program	5,000.00	
3101-R45412	Police	27481	Staples	Office furniture for Chief	3,623.64	
3102-R43006	Police	27471	Amazon	Books [ordered not received]	890.00	
3102-R45402	Police	27473	Blue Ridge Cycle	Motorcycle Repairs	3,404.00	
3102-R45504	Police	27489	Spillman Technologies	Annual Conference	5,410.00	
3102-R47001	Police	27512	Byrne Justice Grant	Police Equipment	3,182.00	
9130-R47013	Police	27462	BKVV Group	Police Dept Facility Study	20,000.00	
4203-R45414	Solid Waste	27517	Inerboro Packaging	Trash Bags for resale [ordered not received]	10,000.00	
4302-R47009	Gen Prop	26729	Town of Front Royal	Private donations ~ bathroom boat landing	4,748.08	
4302-R43005	Gen Prop	27243	Terminix	Annual Maint contract	447.85	
4305-R47031	Hort	27184	Springtime Garden Center	Phase II Tree Replacement	11,550.00	
4305-R47974	Hort	27520	Springtime Garden Center	Flower Projects	25,000.00	
4102-R45470	Streets	27518	Finley Asphalt & Sealing	Alley Maint paving	18,000.00	
4500-R43016	Streets	27293	Finley Asphalt & Sealing	Asphalt program	14,926.00	Vendor change 10/13
4500-R43016	Streets	27510	Finley Asphalt & Sealing	Paving Projects	50,000.00	Vendor change 10/13
4500-R43046	Streets	27508	Arthur Construction	Manassas Ave to Cook St ~ Curb & gutter	35,000.00	
4500-R45471	Streets	27509	East Jordan Iron Works	Drain Work ~ Alleyways	7,500.00	
4500-R45472	Streets	27143	Mattern & Craig	Bridge Inspections & Repairs ~ FY12 Funding	9,000.00	
4500-R45473	Streets	27505	RJ Merkel	Street Line Painting ~ Thermo marking	14,500.00	
4500-R45477	Streets	27507	Essroc Ready Mix	Woodside Ave ~ Curb and Gutter	35,000.00	
4500-R47926	Streets	27503	Lanford Brothers	South Ford Bridge Reconstruction	50,000.00	
4500-R47926	Streets	26776	McClain & Co	Bridge Inspections & Repairs	93,000.00	
4500-R47926	Streets	27141	Treasurer of Virginia	Repairs to South Fork Bridge ~ FY12 Funding	80,000.00	
4500-R47927	Streets	27511	Finley Asphalt & Sealing	Paving Projects	70,000.00	Vendor change 10/13
4500-R5471	Streets	27140	Prism Contractors	Storm Drain Maint ~ FY12 Funding	14,139.31	
8101-R43002	Planning	27399	Renaissance Planning Group	Visioning Program	4,172.40	
8101-R43026/R43002	Planning	27180A	Hill Studio	Comp Plan Update	32,000.00	
8101-R47014	Planning	27181A	Geodigital Mapping	GIS Mapping System	26,450.00	
9130-R47013	Econ	27176B	Facility Study	Town Wide Facility Study	115,989.87	
9130-R47982	Econ	27177A	Connector Road Funding	Connector Road Funding	150,000.00	
9401-R43004	Electric	27217	Timbrook's Tree Service	Tree Trimming Contract	44,882.50	
9401-R47025	Electric	27156	Econolite Control Product	Crosswalk Signalization	70,188.00	
9401-R43005	Electric	27243	Terminex	Annual Maint Contract	93.57	
9401-R47926	Electric	27449	Lee Electrical Construction	Relocation of Lines ~ South Fork Bridge	197,425.05	
9401-R47926	Electric	27501	Treasurer of Virginia	South Fork Bridge Reconstruction	52,848.19	
9401-R47936	Electric	26770	Southeastern Consulting	Riverton Substation	58,107.32	
9401-R47937	Electric	27502	Southeastern Consulting	Manassas ST Substation	15,000.00	

9501-R43002	Water	27011	Arcadis US Inc	McKay Springs ~ evaluate buffer areas	1,965.50	
9601-R43002	Water	27447	CHA Consulting	Engineering Services	4,500.00	
9601-R43004	Water	27492	Service Master	Strip and Wax Floors WTP	2,000.00	
9601-R43005	Water	27128	ABB Inc	16" Water Meter ~ FY12 Funding	20,000.00	
9601-R4302	Water	27493	CHA Consulting	Professional Services	30,000.00	
9601-R43061	Water	27362	Pennoni Assoc	Loop Study	14,746.34	
9601-R43077	Water	27291A	Northern Lake Service	Assessment Monitoring	2,240.00	
9601-R47001	Water	26410	Siemens Industry	Electromagnetic Flowmeter	16,572.34	
9601-R47507	Water	27522	CHA Consulting	WTP Improvements	352,900.00	
9601-R47519	Water	27521	CHA Consulting	Professional Services	43,225.00	
9601-R47519	Water	27485	Patterson Constuction	Upgrades to Guard Hill & Crooked Run	176,444.00	
9601-R47903	Water	27494	McGrane Fence Co	Security improvements WTP	19,000.00	
9601-R47903	Water	27134	Valley Fencing	Security improvements WTP ~ FY12 Funding	17,700.00	
9601/9801-R43002	W/S Maint	27118A	Burton & Assoc	Professional Services	800.00	
9602/9802-R47001	W/S Maint	27499	Carter Equiipment	Backhoe	55,500.00	
9602-R47513	W/S Maint	27486	Bushong Contracting	Waterline upgrade~ 16th/Jefferson/Hillcrest	222,912.00	
9602-R47513	W/S Maint	27500	Bushong Contracting	Waterline upgrade contract	25,000.00	
9602-R47530	W/S Maint	27368	HD Supply Waterworks	Water Meters [ordered not received]	33,750.00	
9802-R47998	W/S Maint	27347A	Prism Contractors	I&I abatement program	985,286.80	
9801-R43005	WWTP	27315	Waste Management	Biosolid transport	116,392.73	
9801-R43007	WWTP	27351A	Inboden Environmental	Permit Testing	3,399.15	
9801-R47005	WWTP	27497	Colonial Ford Truck Sales	Utility Bed	6,000.00	
9801-R47005	WWTP	27498	Shade Equipment	Fork Truck	28,000.00	
9801-R47015	WWTP	26458A	GHD Inc	WWTP Engineering	1,578,559.58	
				Outstanding PO's FY13	$ 5,524,182.74	

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 10

Meeting Date: December 9, 2013

Agenda Item: COUNCIL APPROVAL – Budget Amendment to Jointly Purchase Planning and Building Inspections Software, aka EnerGov with the County of Warren.

Summary: Council is requested to consider approval of a Budget Amendment not to exceed $50,000.00 for joint participation in the purchase of Planning and Building Inspection Software also known as EnerGov, with the County of Warren at a cost not to exceed $50,000.00 from General Fund Contingencies. The user of the software would be 75% County and 25% Town. Based on this distribution the County of Warren has requested that the Town pay 25% towards the initial purchase cost and 25% of the annual maintenance cost. The Town would receive five user licenses and the County would receive fifteen.

Budget/Funding: 8101-7007 [Hardware/software] expense
1000-3510110 [General Fund~Fund Balance] budget amendment

Attachments: Letter from the County of Warren and Other Information on Software Pricing

Meetings: Work Sessions held July 1, August 19, and November 14, 2013; and, Liaison Committee Meeting held November 21, 2013

Staff Recommendation: Approval ✓ Denial______

Proposed Motion: **I move that Council approve a budget amendment not to exceed $50,000.00 for joint participation in the purchase of Planning and Building Inspection Software also known as EnerGov, with the County of Warren at a cost not to exceed $50,000.00 from General Fund Contingencies.**

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: SB

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

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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.

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

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

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

Software Pricing	SaaS Pricing (EnerGov Hosting) 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	**<u>$48,492</u>**	$4041/Month	-

Professional Services	Year 1 Purchase	Resources	Notes / Comments
Assess, Define, Configure, Build	**$63,000** **Includes:**	**60 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	$6,000	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

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 11

Meeting Date: December 9, 2013

Agenda Item: COUNCIL APPOINTMENT – Urban Forestry Advisory Commission (UFAC)

Summary: Council is requested to make an appointment to the Urban Forestry Advisory Commission (UFAC) to fill an unexpired term, said term to expire December 20, 2017.

Budget/Funding: None

Attachments: None

Meetings: Interview was held during the Work Session of December 2, 2013

Staff Recommendation: Approval ✓ Denial______

Proposed Motion: **I move that Council appoint ______to the Urban Forestry Advisory Commission (UFAC) to fill an un-expired term, said term to expire December 20, 2017.**

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By:______________

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 12

Meeting Date: December 9, 2013

Agenda Item: COUNCIL AUTHORIZATION – Budget Amendment to Purchase Property for New Police Department

Summary: Council is requested to authorize the Town Manager, Town Attorney and the Mayor to complete all contracts and agreements necessary to purchase a 5.24-acre parking lot on the east side of Kendrick Lane between Monroe Avenue and Adams Avenue within the Town limits, from the Industrial Development Authority (EDA) of the Town of Front Royal and the County of Warren, Virginia in the amount of $36,680.00 and upon approval of the stakeholders; for the purpose of construction a new Front Royal Police Department.

Budget/Funding: 9130-7013 [Facility Study]

Attachments: Contract

Meetings: Work Session held December 2, 2013

Staff Recommendation: Approval ✓ Denial____

Proposed Motion: I move that Council authorize the Town Manager, Town Attorney and the Mayor to complete all contracts and agreements necessary to purchase a 5.24-acre parking lot on the east side of Kendrick Lane between Monroe Avenue and Adams Avenue within the Town limits, from the Industrial Development Authority (EDA) of the Town of Front Royal and the County of Warren, Virginia in the amount of $36,680.00 and upon approval of the stakeholders; for the purpose of construction a new Front Royal Police Department.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: SB

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.

7. Payment of Liens on the Property

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.

8. Insurance, Damage, Condemnation or Destruction of Property Pending Closing

Risk of loss shall be with Seller until Closing.

9. Possession

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

10. Deliveries at Closing

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, **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.**.

(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.

<u>17. Notice to Buyer</u>

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