



TOWN COUNCIL WORK SESSION
Monday, September 11, 2023 @ 6:30pm
Town Hall Conference Room

View meeting online LIVE at <https://www.frontroyalva.com/673/Town-Hall-Live>

1. Roll Call

6:30pm 2. CLOSED MEETING

7:00pm 3. AMP Power Supply Background/Future Purchase Presentation – *Carey Saffelle*

7:30pm 4. CONSENT AGENDA ITEMS FOR THE 25TH

A. Proclamation for Public Power Week – *Carey Saffelle*

B. Award of Contract for Installation of Influent Pumps at Wastewater Treatment Plant – *Michelle Campbell*

C. Award of Contract for Benefits Consulting Services – *Laura McIntosh*

D. Proposed Fiscal Year 2024-2025 Budget Calendar – *BJ Wilson*

E. DMV Matching Grants for Police Department and Budget Amendment– *Chief Magalis*

8:00pm 5. New Business

A. Request to Vacate a Portion of Alley between N. Royal Avenue & Virginia Ave – Aaron Hike – *J Waltz*

8:15pm 6. CLOSED MEETING

8. ADJOURN



Regular Work Session Agenda Statement

Item # 02

Meeting Date: September 11, 2023

CLOSED MEETING

Motion to go into Closed Meeting

[to be approved by affirmative recorded vote, with motion set forth in detail in the minutes]

I move that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purpose:

- 1) pursuant to §2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, more specifically, the Planning Commission and FREDA; and,

Motion to Certify Closed Meeting at its Conclusion

[At the conclusion of the Closed Meeting, immediately re-convene in open meeting and take a roll call vote on the following:]

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



Work Session Agenda Statement

Item # 03

Meeting Date: September 11, 2023

Agenda Item: Power Portfolio Presentation by American Municipal Power

Summary: Mike Migliore, Vice President of Power Supply Planning, with American Municipal Power will provide council with a comprehensive overview of Front Royal's wholesale power purchasing portfolio.

Budget/Funding: Discussion of Purchased Power Blocks that are dropping off FY24/25. Resolution for Fixed Volume Energy Supply Schedule for 2025-2028. Not to exceed \$59.00 per MWh.

Staff Recommendation: Mike Migliore and staff will be available for discussion.

TOWN OF FRONT ROYAL, VIRGINIA

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION
OF THE 2025-2028 FIXED VOLUME ENERGY SUPPLY SCHEDULE
WITH AMERICAN MUNICIPAL POWER, INC. ("AMP")**

WHEREAS, the Town of Front Royal, Virginia (the "Municipality") is a political subdivision organized and existing pursuant to the laws of the Commonwealth of Virginia that owns and operates an electric utility system for the sale of electric power and associated energy for the benefit of its citizens and customers;

WHEREAS, in order to satisfy the electric energy requirements of its electric utility system, the Municipality has heretofore purchased economical and reliable energy from AMP, an Ohio non-profit corporation, of which the Municipality is a member, or has heretofore purchased energy arranged by AMP;

WHEREAS, the Municipality, acting individually and, along with other municipalities that own and operate electric utility systems, jointly through AMP, endeavors to arrange for reliable, reasonably priced supplies of electric energy for ultimate delivery to its customers;

WHEREAS, Municipality has executed a Master Services Agreement with AMP, which sets forth the general terms and conditions for the provision of power supply and other services by AMP to the Municipality;

WHEREAS, AMP will negotiate with one or more reputable and financially sound third-party power suppliers to enter into an agreement(s) to purchase electric energy in various megawatt ("MW") or megawatt hour ("MWh") blocks for a term beginning on January 1, 2025 and ending no later than December 31, 2028, all of which will provide an economical source of electric energy (herein "Long-term Energy Purchase(s)") for Municipality;

WHEREAS, AMP, on behalf of the Municipality, desires to purchase from third-party supplier(s) and then to resell the energy available from these Long-term Energy Purchase(s) on a long-term basis to Municipality at contract cost (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs, or AMP service fees) not to exceed \$59.00 per MWh;

WHEREAS, AMP, has prepared and delivered to the Municipality the form of a 2025-2028 FIXED VOLUME ENERGY SUPPLY SCHEDULE, pursuant to which the Municipality may purchase energy; and

WHEREAS, AMP has provided and will continue to provide appropriate personnel and information regarding the Long-term Energy Purchase(s) to the Municipality, as such officers and representatives of the Municipality deem necessary or appropriate, to enable the Municipality to evaluate the benefits and risks of the Long-term Energy Purchase(s), to take actions contemplated by the Resolution hereinafter set forth and to determine that the same are in the public interest.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA.

SECTION 1. That the form of the 2025-2028 FIXED VOLUME ENERGY SUPPLY SCHEDULE between this Municipality and AMP, substantially in the form attached hereto as Exhibit 1, is approved, subject to and with any and all changes provided for herein and therein.

SECTION 2. That the Town Manager be authorized to execute the 2025-2028 FIXED VOLUME ENERGY SUPPLY SCHEDULE and to acquire the Municipality's energy from one or more Long-term Energy Purchase(s), each with a term beginning on January 1, 2025 and ending no later than December 31, 2028, and with a third-party contract price (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs, or AMP service fees) not to exceed \$59.00 per MWh for purchases, from AMP, and is further authorized to execute and deliver any and all documents necessary to participate in one or more Long-term Energy Purchase(s), pursuant to the conditions set forth herein, as set forth in the 2025-2028 FIXED

VOLUME ENERGY SUPPLY SCHEDULE; provided, however, that the volume of such purchases under the 2025-2028 FIXED VOLUME ENERGY SUPPLY SCHEDULE shall not exceed 5.5 MWh per hour (*i.e.*, 5.5 MW) each hour.

SECTION 3. That competitive bidding is not required on the Municipality's acquisition of its right to secure energy under the 2025-2028 FIXED VOLUME ENERGY SUPPLY SCHEDULE, and in the event any competitive bidding requirements are applicable, any such competitive bidding requirements that might otherwise be applicable, are hereby waived.

SECTION 4. That is it found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of a quorum of the Council, and that all deliberations of this Council and of any its committees that resulted in such formal action, were held in meetings open to the public, in compliance with all legal requirements.

SECTION 5. If any section, subsection, paragraph, clause or provision or any part thereof of this Resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 6. That this Resolution shall take effect at the earliest date allowed by law.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Tina L. Presley, Clerk of Council

This Resolution was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2023 upon the following recorded vote:

Melissa DeDomenico-Payne	__ Yes __ No	H. Bruce Rappaport	__ Yes __ No
Joshua L. Ingram	__ Yes __ No	Duane R. "Skip" Rogers	__ Yes __ No
Amber F. Morris	__ Yes __ No	R. Wayne Sealock	__ Yes __ No

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____

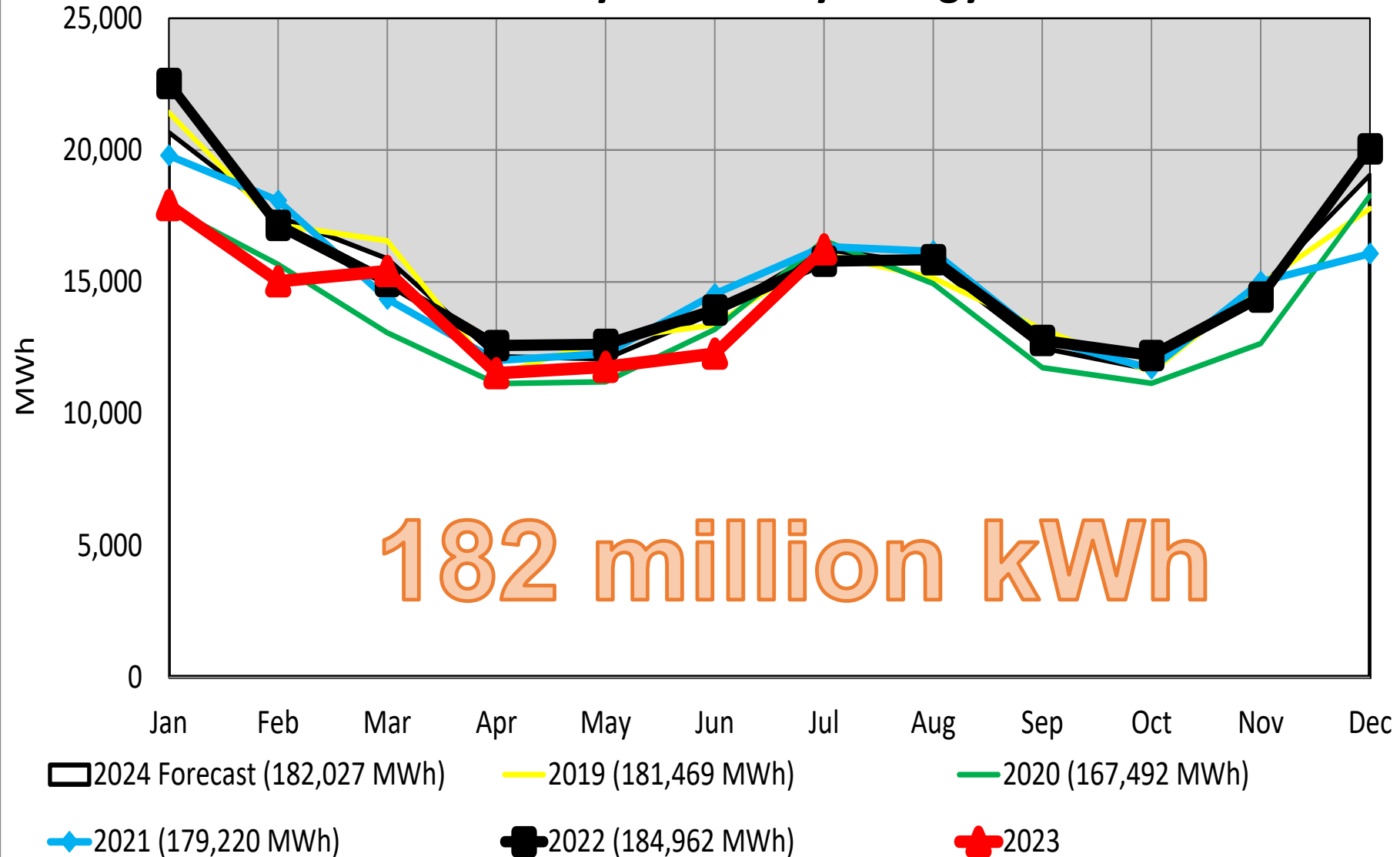
COPY

Town of Front Royal Power Supply Update September 11, 2023

Mike Migliore - VP Power
Supply Planning



Front Royal Monthly Energy



Peak Demand

Front Royal	2023	2022	2021	2020
Peak Demand (MW)	42.99	50.91	38.01	41.62
Month & Day	Feb 04	Dec 24	Feb 08	Jan 21
Hour Ending (EST)	08	09	08	08
Temp. During Peak	18°	5°	25°	21°

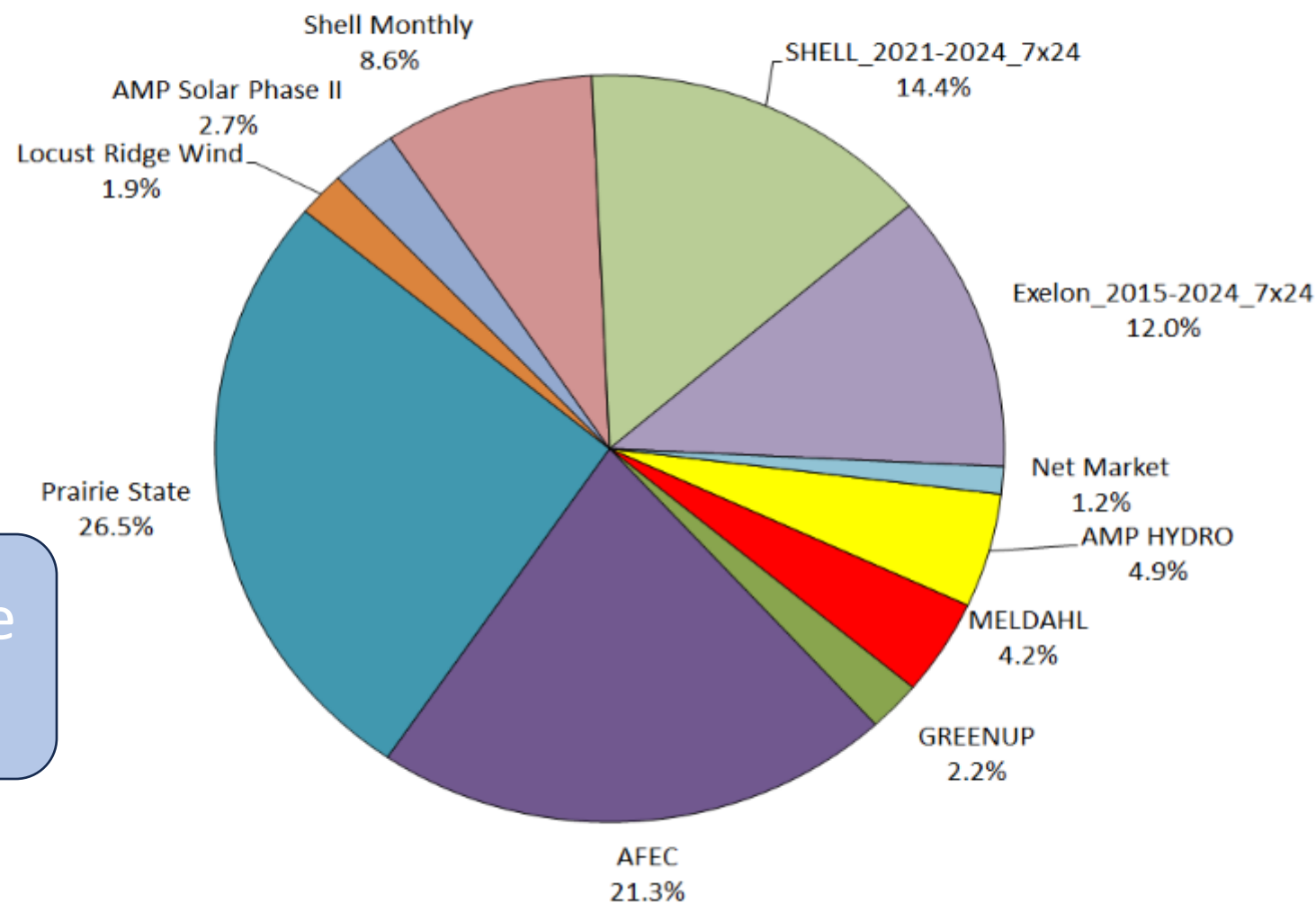
Danville Weather Data

51,000 kW

POWER SOURCES

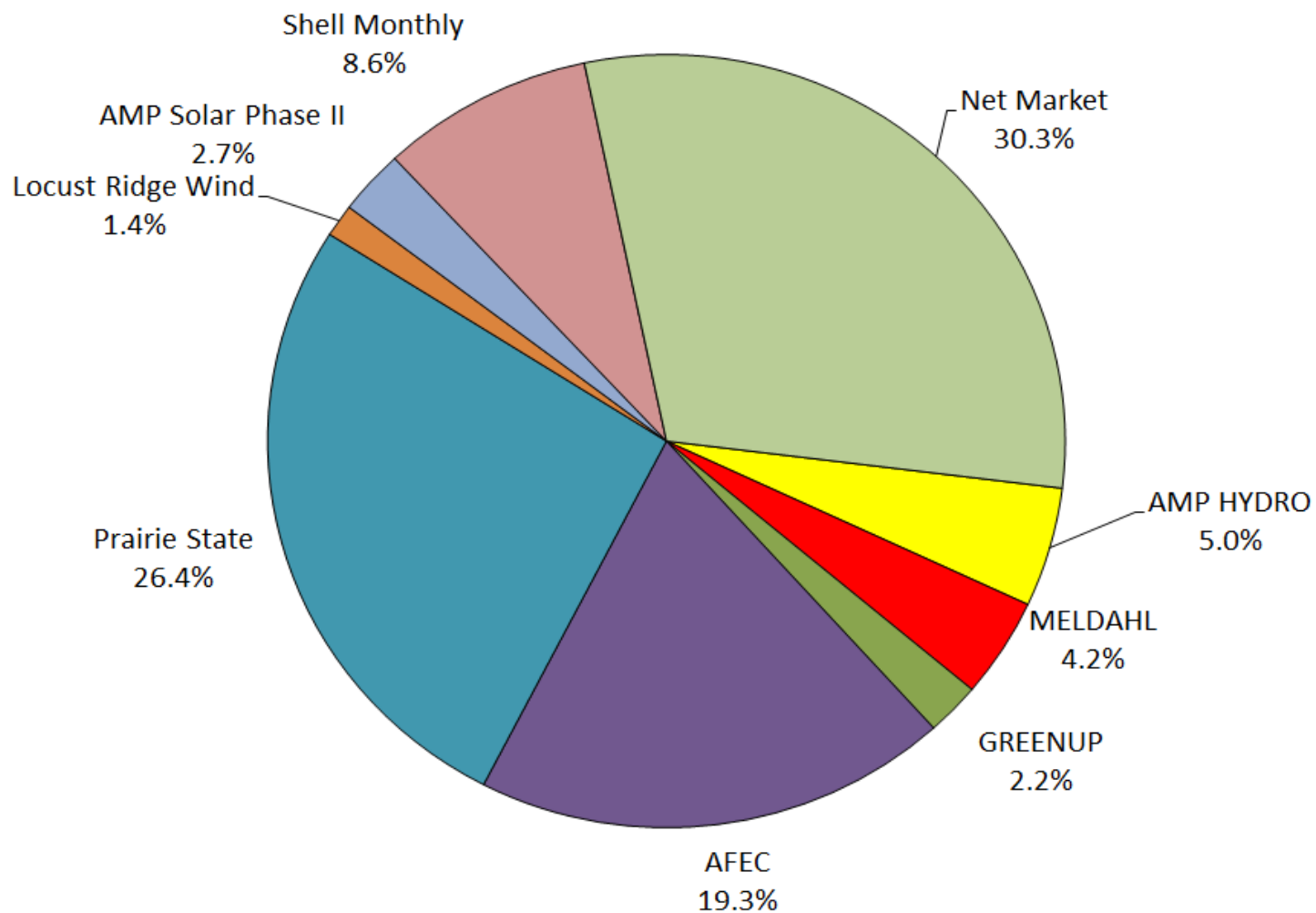


Front Royal 2024 Energy Sources

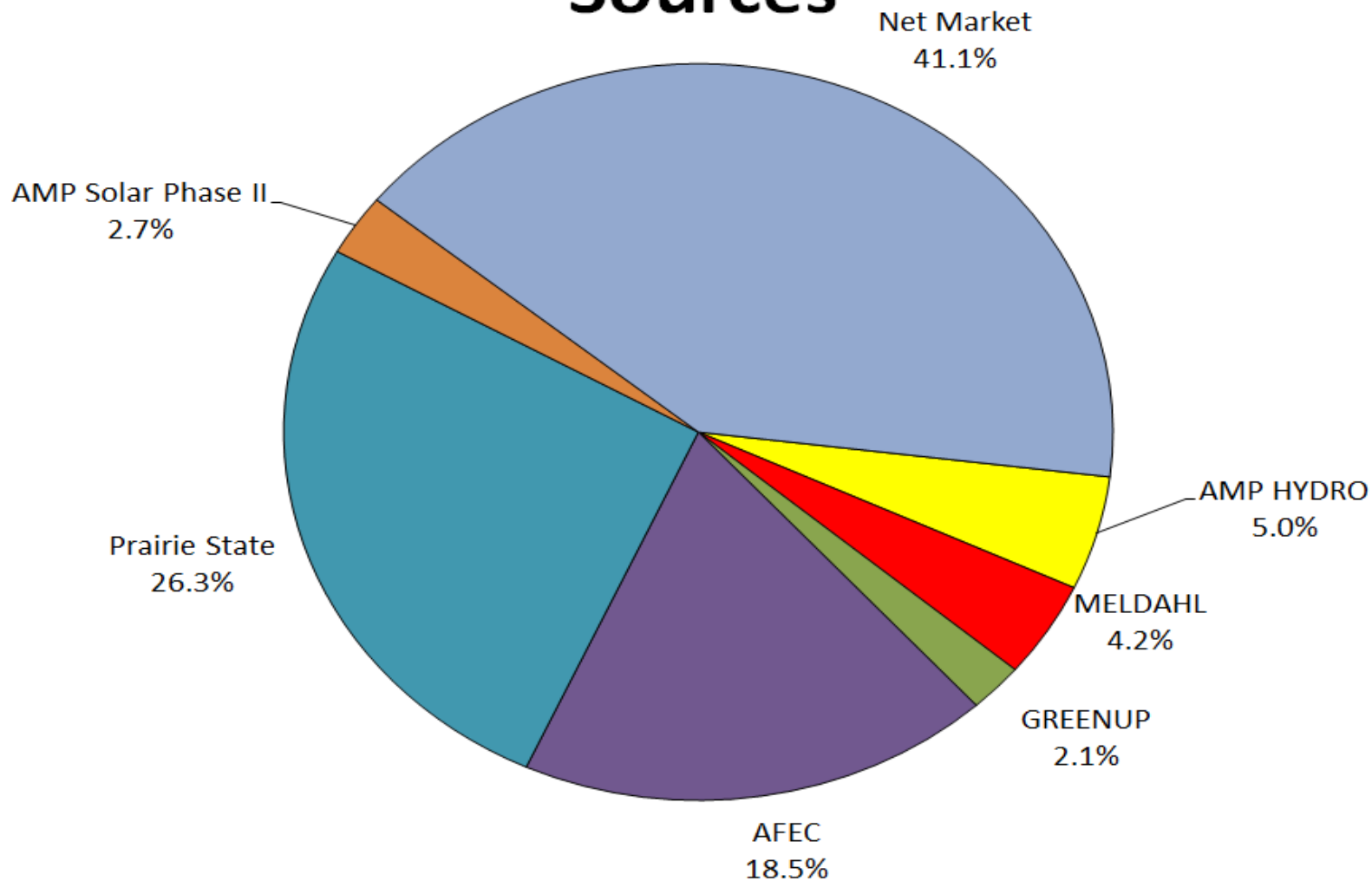


≈17% renewable
resources

Front Royal 2025 Energy Sources



Front Royal 2026 and beyond Energy Sources





AMP Hydro (1,800 kW)

- 208 MW project
- Front Royal is 0.87% of Project
 - Debt through 2049

Meldahl Hydro (1,573 kW)

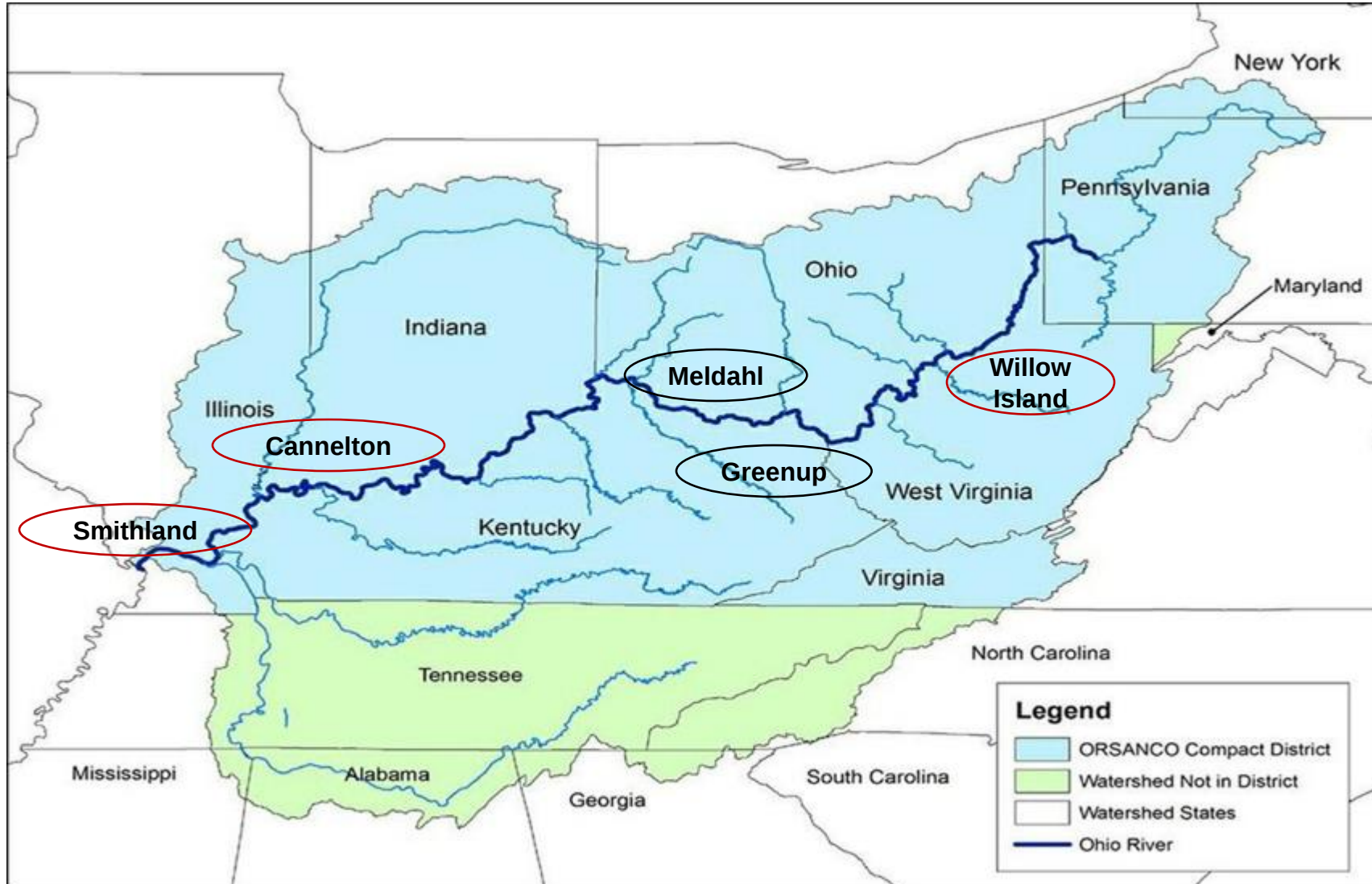
- 105 MW project
- Front Royal is 1.5% of Project
 - Debt through 2049

Greenup Hydro (1,045 kW)

- 70.2 MW project
- Front Royal is 1.49% of Project
 - Debt through 2045

- Approximate Hydro rate of \$93 / MWh

Hydro Plants and Ohio River Watershed



Fremont Energy Center (6,500 kW)

- 675 MW natural gas project
- Front Royal is 0.96% of Project
 - Debt through 2041

Prairie State (1,573 kW)

- 1,562 MW coal plant
- AMP is 368 MW owner
- Front Royal is 1.62% of Project
 - Debt through 2045

- Approximate Fossil rate of \$57 / MWh

AMP Solar Phase II (2,859 kW)

- 58.325 MW solar project
- 16 locations including Front Royal
 - Front Royal is 4.9% of Project
 - Debt through 2043



Locust Ridge Wind (1,600 kW)

- 100 MW wind PPA
- Front Royal is 1.6% of Project
- Contract through September 2025



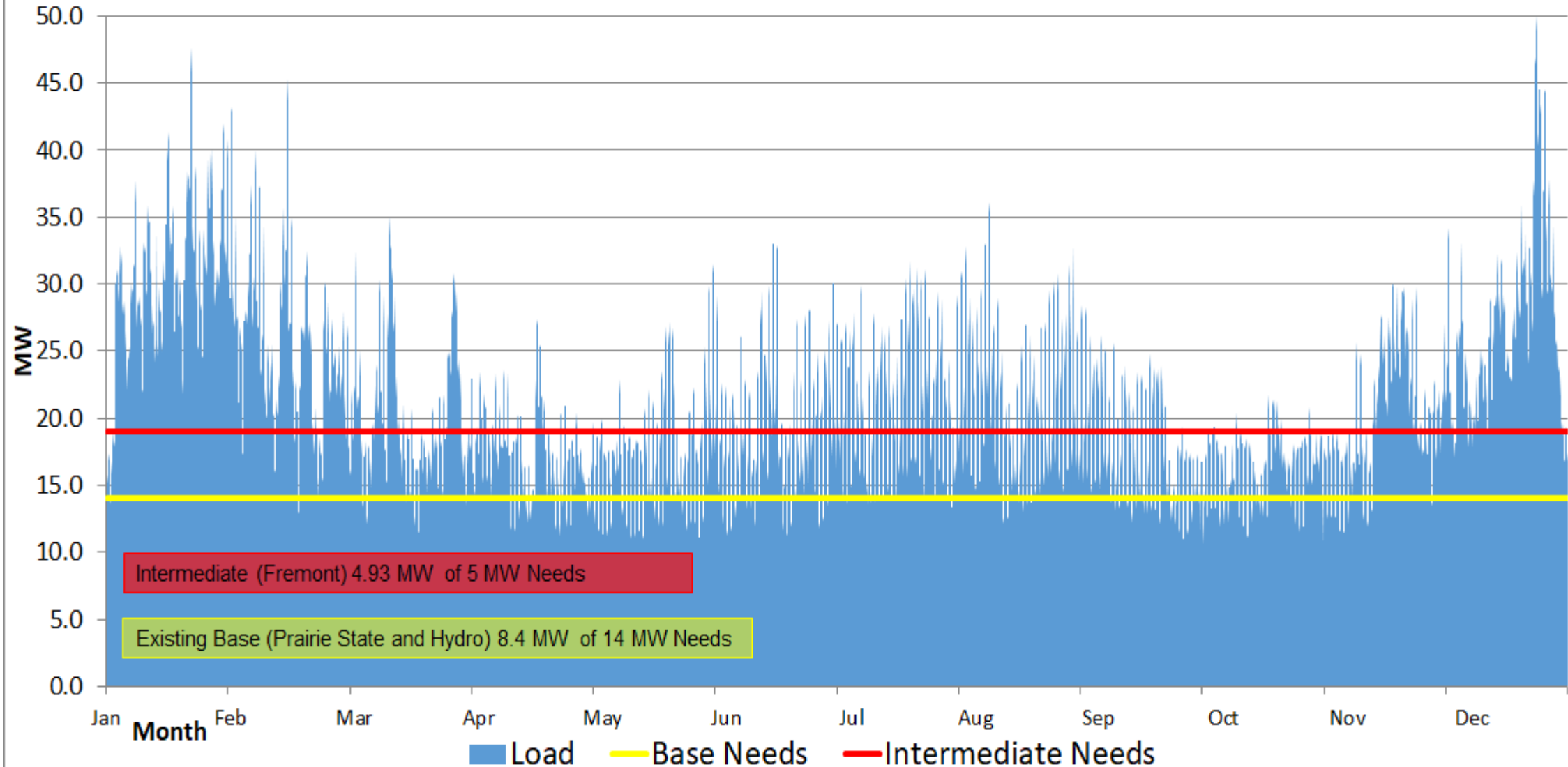
- Approximate renewable rate of \$41 / MWh

Front Royal's Energy Purchases

- 2.5 MW Exelon 7x24 (2015-2024) - \$67.50 / MWh
 - Purchased July 2011
- 3 MW Shell 7x24 (2021-2024) - \$33.35 / MWh
 - Purchased February 2016
- Shell Monthly (2023-2025) - \$92.25 / MWh
 - 6 MW Dec-Feb 7x24
 - 4 MW Jul-Aug 5x16
 - Purchased September 2022
- 5x16 = Monday – Friday (5 days) from 7 am to 11 pm (16 hours)



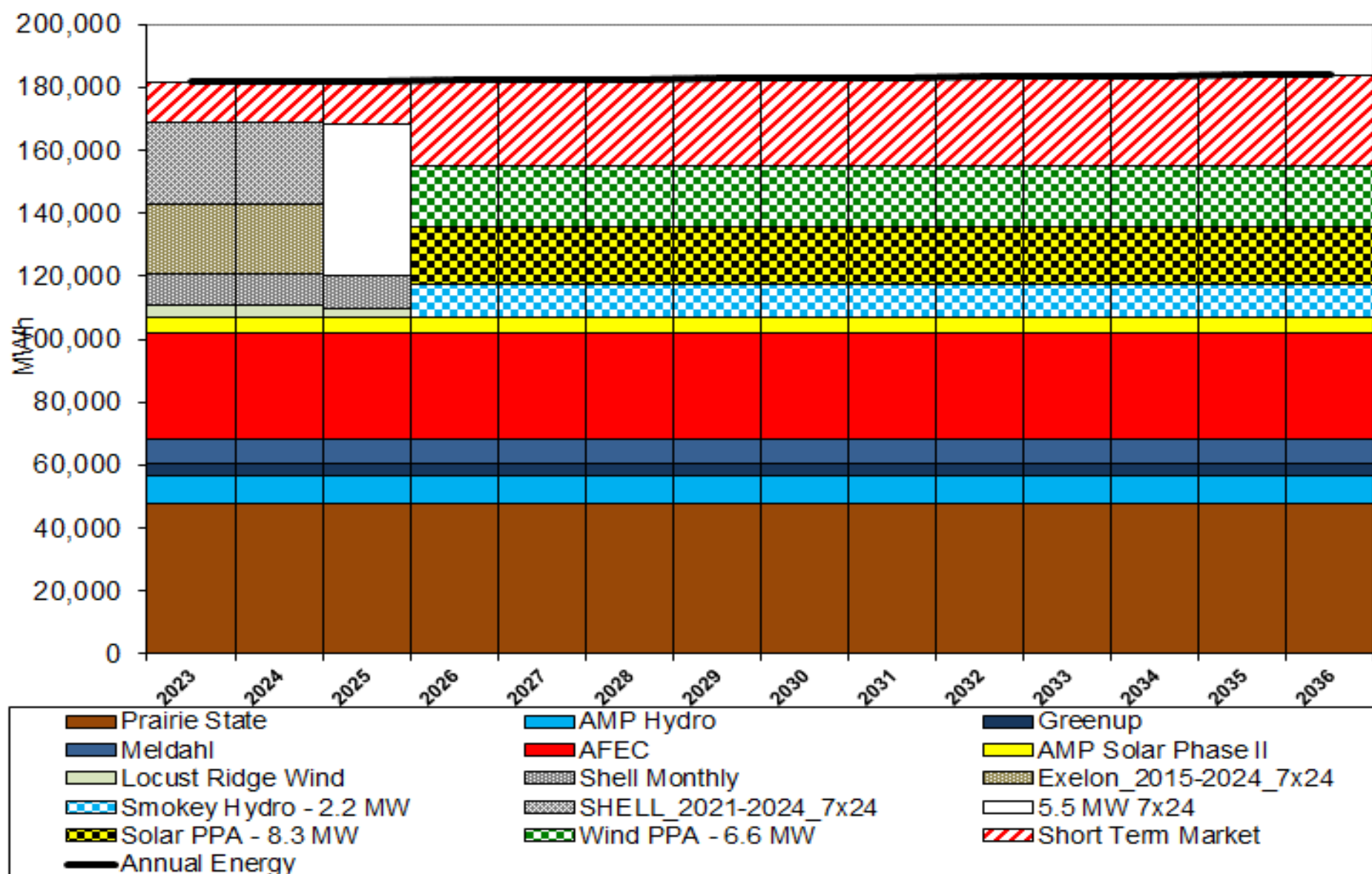
Front Royal 2022 Hourly Load and Long Term Resources



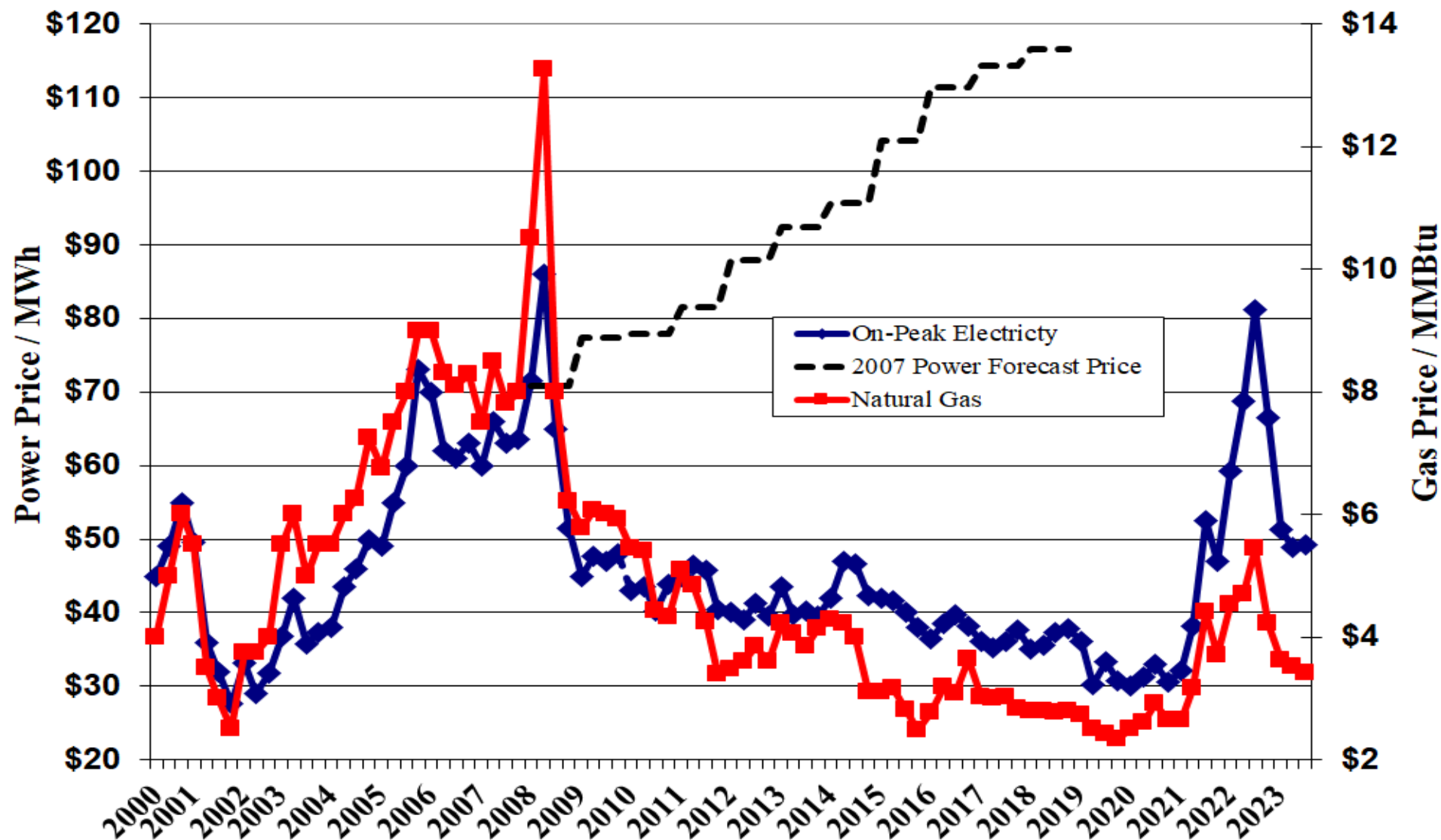
Recommended Purchases

- 5.5 MW 7x24 Block for 2025 - 2028
 - Council Resolution
 - Purchase for 2025 during drop in market
 - 2026 – 2028 available to purchase if renewable PPAs are delayed
- 2026 Forward –Long Term renewable PPAs (Power Purchase Agreements)
 - USDA offering up to 25% Price Reduction for 20 years
 - Letter of Interest for:
 - Blue Creek (Ohio) Wind PPA – 6.6 MW Base Load
 - Smokey Mountain Hydro (Tennessee) PPA – 2.2 MW Intermediate
 - Solar (Ohio sites) PPA – 8.3 MW Peaking

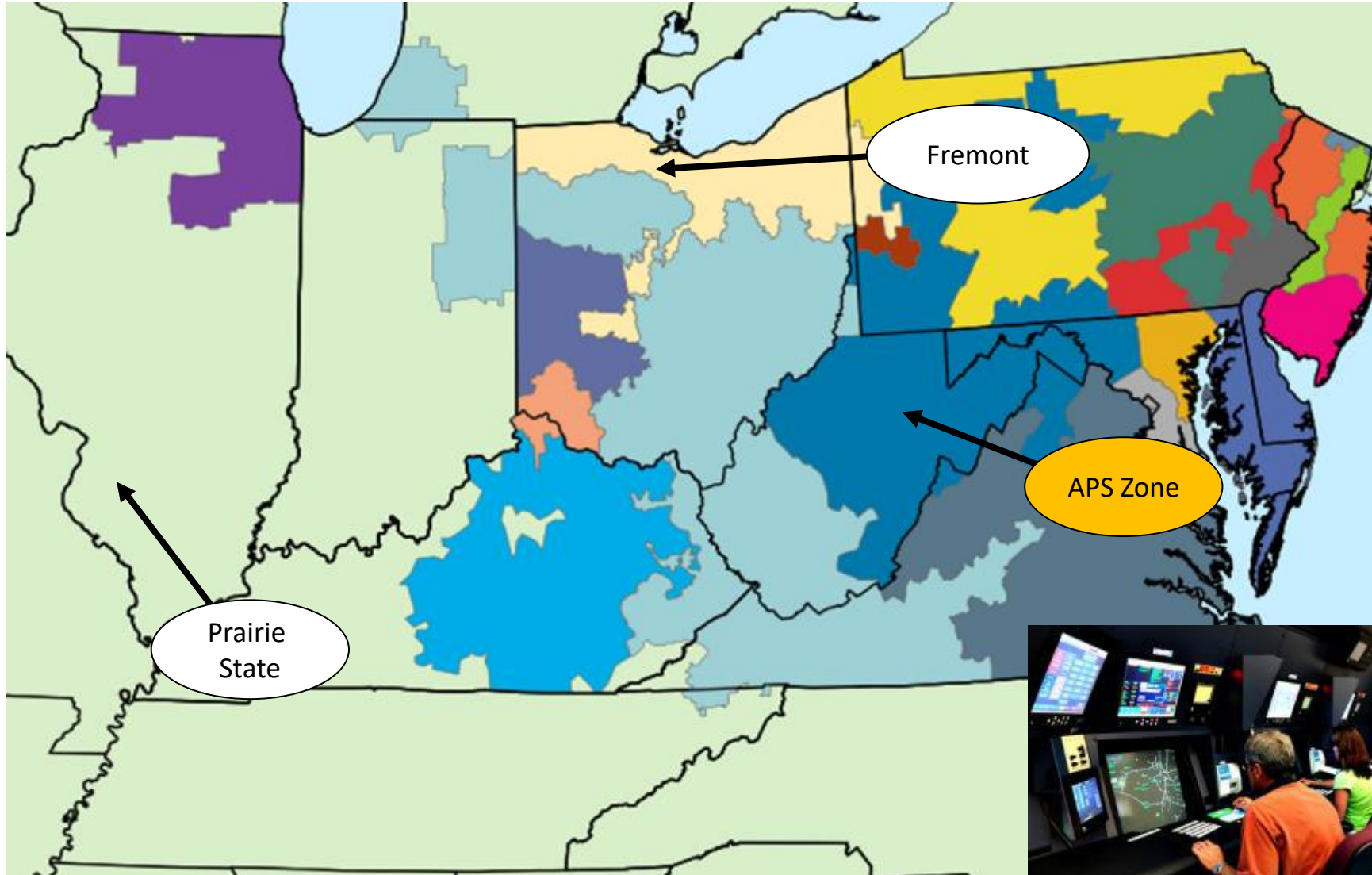
Front Royal Energy Supply: 0.1% Load Growth



12 Month Price of Wholesale Energy Commodities



PJM Trading Hubs & Load Zones



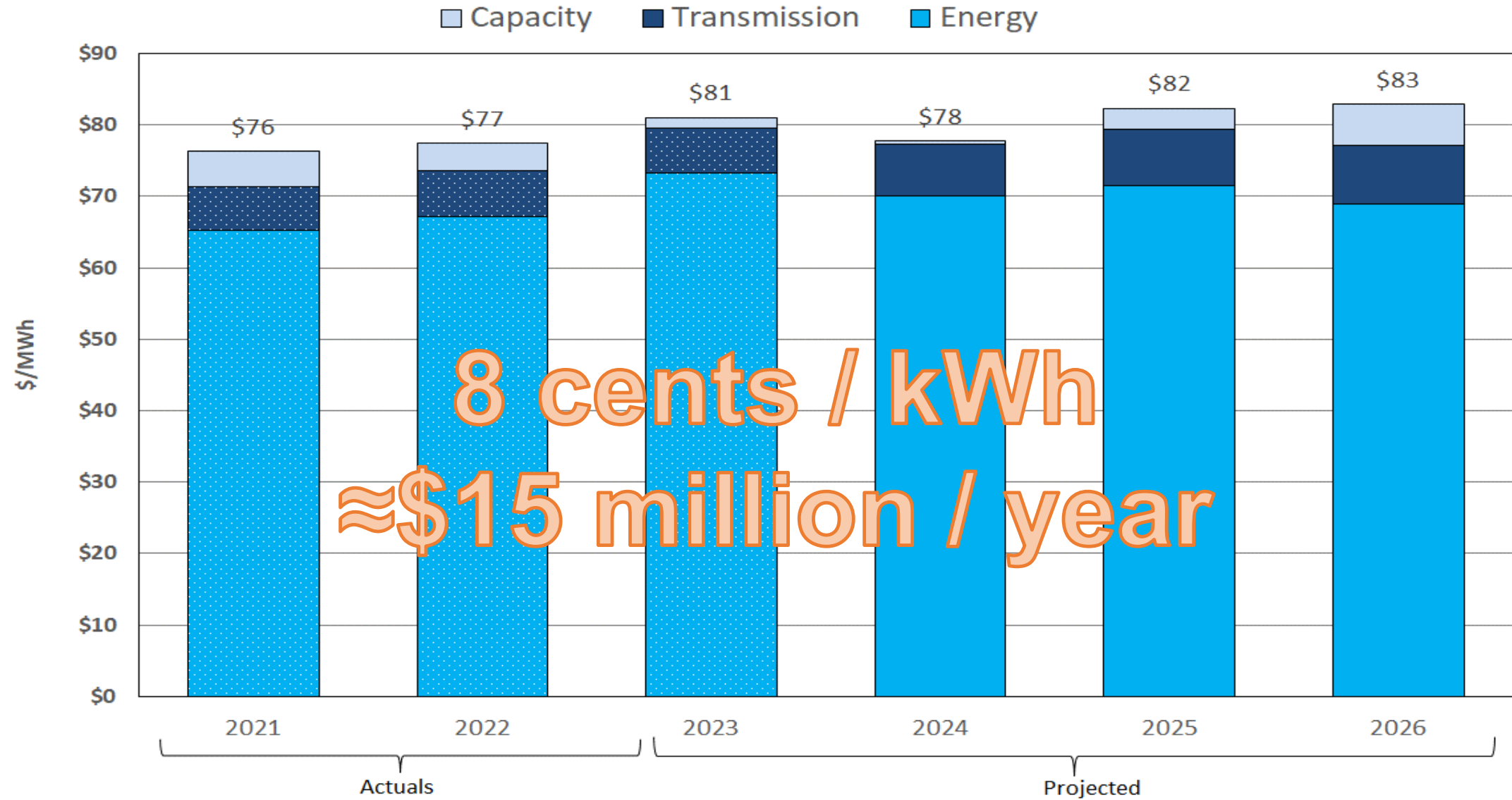
Delivery of Power (3 types of charges)

- Energy (85%)
 - Kilowatt-hours consumed by customers and produced by generators
 - Variable cost (\$ / MWh, cents / kWh)
- Transmission (10%)
 - Payment to Allegheny Power and PJM for use and operation of transmission system
 - Fixed cost to APS (\$/ kW-mo), Variable cost to PJM
- Installed Capacity (5%)
 - PJM payments to generators to ensure that there is enough generation in place to supply customers during period of maximum usage
 - Fixed cost (\$/ kW-mo)

Front Royal Power Pool Agreement

- Establish billing categories for PJM charges:
 - Short term energy
 - Transmission
 - Installed Capacity
 - AMP Dispatch Center Costs
- Provides authority to Director of Energy Services to approve AMP purchases of:
 - Energy up to one year term
 - FTRs to hedge congestion and losses from resources to Front Royal

Front Royal Annual Power Rates (\$/MWh)



1,000 kWh customer pays \$107 / month
10.7 cents / kWh

Electric Rates & Fees

Residential Electric Rates

Facility Charge	\$8.50
Usage Charge	\$0.09850 per KWH

Commercial Electric Rates

Facility Charge	\$20.00
Usage 1st 700 KWH	\$0.12600 per KWH
Usage over 700 KWH	\$0.08800 per KWH
Demand	For each 1/2 KWH over 7 1/2 - 53 KWH at \$0.0440

Contacts

- Mike Migliore – VP Power Supply And Marketing
 - mmigliore@amppartners.org
 - 614-540-0921
- Jerry Willman – VP Energy Marketing
 - jwillman@amppartners.org
 - 614-540-6419
- Craig Kleinhenz – Asst. VP of Power Supply Planning
 - ckleinhenz@amppartners.org
 - 614-623-7553
- Nate Saintignon (*Saint New*) - Power Supply Planning Engineer
 - nsaintignon@amppartners.org
 - 614-540-0985
- Charlie Cicci - Power Supply Analyst
 - ccicci@amppartners.org
 - 614-540-1016
- Alexa Ray – Power Supply Analyst
 - aray@amppartners.org
 - 614-540-6412



Work Session Agenda Statement

Item # 04A

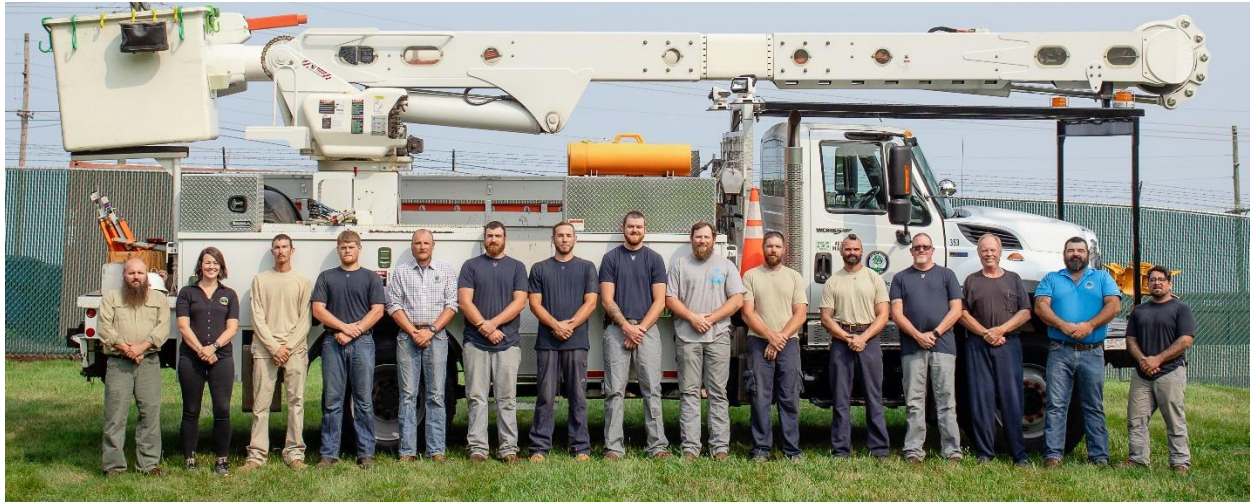
Meeting Date: September 11, 2023

Agenda Item: Proclamation for Public Power Week

Summary: Each year, Public Power Utilities across the country, including The Town of Front Royal, recognize and celebrate 'Public Power Week' during the first full week of October to help electric consumers understand how they can better engage with their community-owned utility and benefit from all its offerings.

Budget/Funding: N/A

Staff Recommendation: Staff requests that Council Proclaim October 1-7, 2023, as Public Power Week in the Town of Front Royal at their September 25, 2023, Regular Meeting.



Public Power Week 2023 - PROCLAMATION

RECOGNIZING PUBLIC POWER WEEK, OCT. 1-7, 2023 - A WEEKLONG CELEBRATION OF THE TOWN OF FRONT ROYAL'S DEPARTMENT OF ENERGY SERVICES YEAR-ROUND SERVICE TO THE COMMUNITY

WHEREAS, the Town of Front Royal's Department of Energy Services places high value on the benefits of local control of utility services and therefore operates a community-owned, not-for-profit electric utility.

WHEREAS, because, we are customers and owners of Town of Front Royal's Department of Energy Services and have a direct say in utility operations and policies;

WHEREAS, the Town of Front Royal's Department of Energy Services provides our homes, businesses, farms, social service and local government agencies with safe, reliable and efficient electricity and employs sound business practices designed to ensure the best possible service at not-for-profit rates;

WHEREAS, the Town of Front Royal's Department of Energy Services is a valuable community asset that contributes to the well-being of local citizens through energy efficiency, customer service, economic development and safety awareness;

WHEREAS, the Town of Front Royal's Department of Energy Services is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place to live and work, and contributes to a sustainable environment;

NOW, THEREFORE BE IT RESOLVED: that Town of Front Royal's Department of Energy Services will continue to work to bring safe, reliable electricity to community homes and businesses just as it has since 1894, the year when the utility was created to serve all the citizens of Front Royal; and

BE IT FURTHER RESOLVED: that the week of Oct. 1-7 be designated Public Power Week to recognize Town of Front Royal's Department of Energy Services for its contributions to the community and to educate customer-owners, policy makers, and employees on the benefits of public power;

BE IT FURTHER RESOLVED: that our community joins hands with more than 2,000 other public power systems in the United States in this celebration of public power, which is best for consumers, business, the community and the nation.

APPROVED: _____
Lori A. Cockrell, Mayor

Attest: _____
Tina L. Presley, Clerk of Council

This proclamation was adopted by the Town Council of the Town of Front Royal, VA on September 25,, 2023



Regular Work Session Agenda Statement

Item # 04B

Meeting Date: September 11, 2023

Agenda Item: Award of Contract for Installation of Influent Pumps for Wastewater Treatment Plant

Summary: Council is requested to award a contract upgrading the influent pump station at the waste water treatment plant to Johnston Construction Company in the amount of \$959,401.00. A bid opening was held on August 25, 2023, receiving three responses.

The Department of Finance solicited an invitation for bid as per the VPPA guidelines, using E-VA, the Commonwealth of Virginia online procurement website, and received three responses. Johnston Construction Company, was the lowest, responsive, and responsible bidder.

The influent pumps were installed in the 1970's and replacement parts are extremely hard to find. The Town ordered the actual pumps in November 2022, which have now been delivered and ready to be installed. These pumps are essential to operation of the WWTP.

Budget/Funding: The Town has funds set aside in the amount of \$481,781.34 on purchase order number 30804, line item 9801-R47009 for the influent pump project.

Staff recommends reallocating and using additional funds as follows from:

PO#29999 I&I Abatement Contingency Funds	9872-R40001	\$401,775.00
PO#30801 I&I Abatement Project Funds	9872- R47998	\$75,844.66

If contract is awarded, these changes will be incorporated into the future FY24 budget amendment Council will be requested to approve for carryover purchase orders; all funds will be incorporated under line item 9801-R47009.

Staff Recommendation: Staff recommends approving the award of contract as presented and budget/funding as presented under the September 25th Consent Agenda



Town of Front Royal Public Works

MEMORANDUM

TO: Michelle Campbell, Purchasing Manager

CC: B.J. Wilson, Finance Director

FROM: Robert B Boyer, Public Works Director

DATE: September 1, 2023

SUBJECT: Recommendation to award the bid for the Wastewater Treatment Plant Influent Pump Station Upgrade

The Public Works Department has reviewed the three bids received for the wastewater treatment plant influent pump station upgrade. We recommend awarding the bid to the lowest bidder, Johnston Construction Company, in the amount of \$959,401.00 to allow the installation of all four of the influent pumps from the 70's and upgrading the stairwell and ventilation system to keep the plants' staff safe. The references that Johnston Construction Company provided talked about how great the quality of their work was and whether the project was completed on time and on budget.

This project will help reduce the plants' overflows during heavy rain events since there won't be so many issues with pump failures anymore.

If you have any questions or need any further information, please contact me at 540-692-4789.

Thank You.

VENDOR SPREAD SHEET



Town of Front Royal, VA

IFB #16-2023 UPGRADE OF INFLUENT PUMP STATION AT WWTP

BIDL OPENING DATE: 8/25/2023

BID OPENING TIME: 2:00 PM

	WACO INC. SANDSTON, VA	SNYDER ENVIRONMENTAL SERVICES, INC. KEARNEYSVILLE, WV	JOHNSTON CONSTRUCTION CO. DOVER, PA
ITEM DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE
Mobilization and Demobilization (Limited to 10% of Total Bid)	\$12,551.0000	\$150,000.000	\$95,940.0000
Influent Lift Station Upgrade (Transportation and installation of pumps, valves and piping, electrical equipment and controls, concrete foundations, concrete grout layer, wet-well HVAC equipment and wet-well level sensors). *excludes cost of already purchased pumps	\$909,658.00	\$1,750,000.0000	\$800,692.0000
Removal of existing and installation of new Spiral Staircase	\$144,922.0000	\$250,000.0000	\$49,958.0000
Electrical Manhole Drainage	\$64,969.0000	\$30,000.0000	\$12,811.0000
TOTAL BID	\$1,132,100.00	\$2,180,000.00	\$959,401.00

***DENOTES NON-RESPONSIVE BID**

The VENDOR SPREAD SHEET is generated from the initial, raw information collected. No award decision has been made.

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



Regular Work Session Agenda Statement

Item # 04C

Meeting Date: September 11, 2023

Agenda Item: Award of Contract or Benefits Consulting Services

Summary: Purchasing received a request from the Department of Human Resources to procure a qualified firm to provide the Town with Benefits Consulting Services. The method of procurement was sealed competitive negotiation.

On August 17th, 2023, the Town held a public proposal opening and received six (6) proposals. In accordance with the Virginia Public Procurement Act, an evaluation team reviewed and interviewed three (3) of the six (6) offerors.

Town Council is requested to review and issue the award to Pierce Group Benefits., of Holly Springs, NC, in the amount of \$10,000 per year. This request is coming before Council for approval because the amount may exceed \$25,000 when multiple year renewals are taken into account.

Please find attached the Evaluation Consensus Letter, score card tabulation sheet, and a summary of Pierce Groups Scope and Cost of Service.

Budget/Funding: Funding has been budgeted for and is available in the following line item:

1202-43002	Professional Services	\$10,000.00
------------	-----------------------	-------------

Staff Recommendation: Staff recommends approving the award of contract as presented under the September 25 Consent Agenda



Town of Front Royal, Virginia

Purchasing, Department of Finance

September 1, 2023

RE: RFP #19-2023 BENEFITS CONSULTING SERVICES

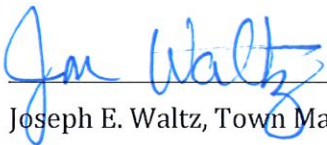
The evaluation committee for the Benefits Consulting Services Request for Proposals has reached a consensus after proposals were scored and the committee met with and interviewed three (3) of the six (6) offerors. After elaborating on the firm's and their personnel's experience in similar types of services, their qualifications, organizational capacity, methodology, and responsiveness, the evaluation committee would like to request Town Council to award a contract to Pierce Group Benefits, of Holy Springs, NC, to provide the town with their Benefits Consulting Services.



Laura McIntosh, Director of Human Resources
& Risk Management



Kayla Thomas, Senior Human Resources Analyst



Joseph E. Waltz, Town Manager

Scope of Services and Cost

TOWN OF FRONT ROYAL PURCHASING DEPARTMENT – REQUEST FOR PROPOSAL RFP #19-2023 BENEFITS CONSULTING SERVICES

Our experience and expertise will ensure that the Town of Front Royal and its employees will get the most out of the benefits available. Please see the proposal for more information about how we improve efficiency and productivity throughout our clients' organizations.

Service	Fee
Benefit Consulting/Administration	Included
Online BenSelect Enrollment Platform	Included
On-site Enrollment Services	Included
Benefit Statements	Included
Quarterly Utilization Review	Included
Claims Analysis	Included
Benefit Booklets/Benefit Website/Benefit Video	Included
Town Council Support	Included
Wellness Communication/Newsletters	Included
Health Fair Attendance	Included
FSA- Aggregate Loss Protection	Included
FSA Cobra Administration	Included
Compliance Updates	Included
New Hire Enrollment/Orientation	Included
Market Research	Included
Service Center	Included
Client Education Services	Included
Compliance Attorney Assistance	Included

Pierce Group Benefits will deliver all services outlined above for a health agent fee of **\$10,000 annually**, which can be billed monthly or quarterly. This quote assumes that we are the sole provider of benefits and will be able to communicate with your employees.

Scope of Services and Cost

The Benefit Strategy Timeline below illustrates our tentative schedule for completing each significant phase of work.

BENEFIT STRATEGY TIMELINE



RFP #19-2023 BENEFITS CONSULTING SERVICES

Score Card Tabulation

ONEDGITAL

	<u>Weight</u>	<u>Weighted Evaluation</u>	<u>Eval #1</u>	<u>Eval #2</u>	<u>Eval #3</u>
Firm's Experience in Similar Types of Services	35	236	10	9	8
Personnel's Experience in Similar Types of Services	30	210	10	9	9
Qualifications	10	68	9	9	9
Organizational Capacity	10	75	10	10	10
Methodology	10	63	9	8	8
Responsiveness	5	33	8	9	9
Total		6.5			

PIERCE GROUP

	<u>Weight</u>	<u>Weighted Evaluation</u>	<u>Eval #1</u>	<u>Eval #2</u>	<u>Eval #3</u>
Firm's Experience in Similar Types of Services	35	254	10	10	9
Personnel's Experience in Similar Types of Services	30	225	10	10	10
Qualifications of Project Manager	10	75	10	10	10
Organizational Capacity	10	73	10	9	10
Methodology	10	73	10	10	9
Responsiveness	5	36	10	10	9
Total		7.0			

MCGRIFF

	<u>Weight</u>	<u>Weighted Evaluation</u>	<u>Eval #1</u>	<u>Eval #2</u>	<u>Eval #3</u>
Firm's Experience in Similar Types of Services	35	236	10	8	9
Personnel's Experience in Similar Types of Services	30	203	10	8	9
Qualifications of Project Manager	10	68	9	8	10
Organizational Capacity	10	63	10	6	9
Methodology	10	58	9	5	9
Responsiveness	5	30	9	6	9
Total		6.3			



Regular Work Session Agenda Statement

Item # 04D

Meeting Date: September 11, 2023

Agenda Item: Proposed Fiscal Year 2024-2025 Budget Calendar

Summary: Staff is proposing the attached calendar to prepare and review the FY24-25 Proposed Budget for Town Council's review.

The first work session in January 2024 staff will provide Town Council with a list of major items that could possibly impact the budget, then providing the proposed FY24-25 budget to Council in February 2024. This will allow four work sessions to discuss the proposed budget before council is requested to vote on the 2024 tax rates and approximately 3 months before the public hearing of the appropriation ordinance.

Please note that staff has not received feedback from Warren County regarding dates for 2024 real estate and personal property tax files. Dates provided in budget calendar for setting of tax rates are based upon prior years and current ordinances.

Budget/Funding: N/A

Staff Recommendation: Staff recommends for council to review the FY24-25 Budget Calendar and discuss any questions or concerns; and to revisit receiving of tax files at an upcoming Town/County liaison meeting.

Proposed Fiscal Year 2024-2025 Budget Calendar

Sept 15, 2023	Finance Department distributes FY25 Budget forms to Departments (FY23 Figures provided will not be final/audited figures)
Oct 16, 2023	FY25 Departmental spending requests & Budgetary Planning documents due back to Finance
Nov 13-17, 2023	Town Manager preliminary review spending with Departments
Dec 15, 2023	Mid-year FY24 Budget transfers due from departments
Jan 2, 2024	Review of major items that may be included in FY25 Proposed Budget
Feb 5, 2024	Town Manager's Recommended Budget provided to Town Council Work Session review of FY24 Proposed Budget
Feb 12, 2024	Additional Budget Work Session (As needed)
March 4, 2024	Work Session to discuss advertisement to be submitted for annual tax rate for Real and Personal Property – rate to be set prior to April 1
March 11, 2024	Additional Budget Work Session (As needed)
March 25, 2024	Public Hearing & Request of Council approval for Town Tax rates for both Real Estate and Personal Property
April 2, 2024	Advertisement submitted for Annual Appropriation Ordinance
April 8 th 2024	Additional Budget Work Session (if requested)
April 22, 2024	Public Hearing & Request of Council approval for FY 24-25 Appropriations Ordinance & Rate Ordinances



Regular Work Session Agenda Statement

Item # 04E

Meeting Date: September 11, 2023

Agenda Item: DMV Matching Grants for Police Department and Budget Amendment

Summary: The Police Department applies annually to the Division of Motor Vehicles (DMV) for matching grant funds for the specific enforcement of speed and impaired driving. The funds pay (through reimbursement) for overtime costs associated to the selective enforcement efforts. The tentative grant agreements for Oct. 1, 2023, through Sept. 30, 2024, are as follows:

- Police Traffic services/Speed enforcement: \$10,605.00
- Alcohol enforcement: \$13,300.00

The grant funding is based upon a 50% match from the Town in each grant area which is normally fulfilled through gas and vehicle maintenance costs.

Budget/Funding: Each grant area requires a 50% match from the Town, normally fulfilled through gas and vehicle maintenance costs.

FY24 Budget Amendment

1000-3310010	General Fund Grant Proceeds	\$23,905.00
3102-41002	Police Patrol Overtime	\$23,905.00

Staff Recommendation: Staff recommends approval under the September 25th Consent Agenda.

HIGHWAY SAFETY GRANT AGREEMENT

Purpose: Virginia's Highway Safety Program Subrecipients use this form to certify and assure that they will fully comply with all terms of the Highway Safety Grant Agreement.

Instructions: Subrecipients must read the contract, complete all applicable information on the first and last page, initial and date the subsequent pages, and return all pages to the Department of Motor Vehicles.

This Highway Safety Grant Agreement is entered into between the Virginia Department of Motor Vehicles (hereinafter "Department"), 2300 West Broad Street, Richmond, Virginia 23220, and the following:

Subrecipient: Front Royal Town	Federal Award Identification Number (FAIN): 69A37523300004020VA0, 69A37524300004020VA0
Project Title: Selective Enforcement - Police Traffic Services	Project Number: BPT-2024-54093-24093
Assistance Listing Number (ALN): 20.600 ALN Name: State and Community Highway Safety	Grant Award Amount: \$ 10,605.00 Federal Funds Obligated: \$ 10,605.00 Total Federal Funds Obligated: \$ 10,605.00
Period of Performance: From October 1, 2023, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2024. Allow 21 days for the Department to complete its review and signature. FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2024.	Source of funds obligated to this award: U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA) Date of Award Letter from NHTSA: September 30, 2023

In performing its responsibilities under this Highway Safety Grant Agreement, the Subrecipient certifies and assures that it will fully comply with the following:

- Applicable Department regulations and policies and State and Federal laws, regulations, and policies
- Statement of Work and Special Conditions and an Approved Budget, included with this Highway Safety Grant Agreement
- General Terms and Conditions, also included with this Highway Safety Grant Agreement

Subrecipient's signature below indicates that the Subrecipient has read, understands and agrees to fully comply with all terms and conditions of this Highway Safety Grant Agreement without alteration. This Highway Safety Grant Agreement (hereinafter referred to as "Grant Agreement"), consisting of this certification, the attached Statement of Work and Special Conditions, the attached General Terms and Conditions, the attached Project Budget, the Subrecipient's proposal and the letter awarding the grant to the Subrecipient constitutes the entire agreement between the Department and the Subrecipient, supersedes any prior oral or written agreement between the parties and may not be modified except by written agreement as provided herein. Where any conflict arises between terms, the following is the order of governance of one term over another: (1) applicable Department regulations and policies, except where superseded by Federal laws, regulations, or policies; (2) applicable State laws, regulations, and policies, except where superseded by Federal laws, regulations, or policies; (3) applicable Federal laws, regulations, and policies; (4) Statement of Work and Special Conditions; (5) General Terms and Conditions; (6) Project Budget; (7) Subrecipient's proposal; and (8) grant award letter. **Subrecipient certifies that this grant does not include research and development.**

SIGNATURES OF AUTHORIZED APPROVING OFFICIALS

For Subrecipient:

Jason Ryan MAJOR
Name and Title of Project Director (print)

J. Ryan 9.1.2023
Signature Date

Subrecipient's UEI Number _____
Does your locality/legal entity expend \$750,000 or more annually in total federal funds? (check one) ☐ Yes ☐ No

Name and Title of Authorized Approving Official (print)

Signature Date

For Virginia Department of Motor Vehicles:

John Saunders
Director, Virginia Highway Safety Office (print)

Signature Date



Department of Motor Vehicles

Grant Budget Lines

Date Run: 10-AUG-2023

BPT-2024 - 54093 - 24093 - Front Royal Town

PM: Seppo Karkkainen

Project Director Initials

Date

9-1-23

Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds
Personnel	200 Enforcement Overtime Hours	1	10,000.00	10,000.00	10,000.00	0.00
Personnel	12 Seatbelt Survey/Community Involvement Overtime Hours	1	605.00	605.00	605.00	0.00
Matching Funds	Fuel and Maintenance	1	5,303.00	5,303.00	0.00	5,303.00
Total:				15,908.00	10,605.00	5,303.00

Subrecipient Name: Town of Fry+Royal Project #: BPT-2024-54093-24093

STATEMENT OF WORK AND SPECIAL CONDITIONS

1. Goals and Specific Program Elements. The goals and specific program elements of the subrecipient's proposal are incorporated as the first item in this Statement of Work and Special Conditions.

a. List Specific Program Elements:

For October 1, 2023 through December 31, 2023

Estimated 60 number of overtime hours to be used

Estimated 0 number of checkpoints

Estimated 9 number of saturation/individual patrols

Estimated 0 number of community/public engagement hours

For January 1, 2024 through March 31, 2024

Estimated 48 number of overtime hours to be used

Estimated 0 number of checkpoints

Estimated 8 number of saturation/individual patrols

Estimated 0 number of community/public engagement hours

For April 1, 2024 through June 30, 2024

Estimated 48 number of overtime hours to be used

Estimated 0 number of checkpoints

Estimated 7 number of saturation/individual patrols

Estimated 0 number of community/public engagement hours

For July 1, 2024 through September 30, 2024

Estimated 48 number of overtime hours to be used

Estimated 0 number of checkpoints

Estimated 8 number of saturation/individual patrols

Estimated 8 number of community/public engagement hours

- b. To conduct a minimum of 0 checkpoints and/or 1 saturation/individual patrols during each of the mandatory national Click It or Ticket Campaign period in November 2023 and May 2024. Pre and post survey will be required. Campaign summons data must be entered into TREDs (Traffic Records Electronic Data System).
- c. To conduct a minimum of 0 checkpoints and/or 1 saturation/individual patrols for each of the mandatory national Drive Sober or Get Pulled Over (DSOGPO) Campaigns for Super Bowl, St. Patrick's Day, Fourth of July, December 2023, and August 2024. Campaign summons data must be entered into TREDs.

Project Director

JM
Initial

9-1-23
Date

Subrecipient Name: Town of East Royal Project #: BPT-2024-54093-24093

- d. To have N/A (number) of sworn officers attend N/A (number) DMV approved traffic safety related training events (e.g., Virginia Highway Safety Summit, Radar Certification Schools, Small Agency Symposium, and other speed/occupant focus safety related training upon approval). The funding must be approved in accordance with the grant budget.
- e. Increase number of speed measurement (RADAR and LIDAR, only) devices (as approved in budget) in active use from N/A to N/A. (If approved, all units must be ordered by December 31, 2023, and put in service by March 31, 2024.). The funding must be approved in accordance with the grant budget.
2. The subrecipient must contribute to the overall State Highway Safety Plan goals.

a. **POLICE TRAFFIC SERVICES**

STATEWIDE GOAL:

- Reduce unrestrained passenger vehicle occupant fatalities in all seating positions 11 percent from 375 to 332 by December 31, 2024.
- Reduce speed-related fatalities by 2 percent from 285 to 280 by December 31, 2024.

AGENCY GOAL:

Check the box or boxes that apply for your agency goal and complete.

☒ To reduce unrestrained passenger vehicle occupant fatalities by 11 percent from 1 to 0 by December 31, 2024. (Please use whole numbers.)

☐ To reduce speed-related fatalities by 2 percent from to by December 31, 2024. (Please use whole numbers.)

☐ To maintain 0 highway safety related fatalities.

☒ To assist Warren (county/city) in reducing overall highway safety related fatalities. (To be used by towns that do not have any fatalities.)

- b. Subrecipient must participate in mandatory national Drive Sober or Get Pulled Over (DSOGPO) Campaigns for Super Bowl, St. Patrick's Day, Fourth of July, December 2023 and August 2024 and enter selective enforcement data electronically through TREDs.
- c. Subrecipient must participate in the national Click It or Ticket (CIOT) activities (November 2023 and May 2024) to include completion of the pre and post seatbelt surveys and submit selective enforcement and survey data electronically through TREDs.
- d. **BASED ON ALL HIGHWAY SAFETY RELATED CRASH DATA** (using crash data from VAHSO or other approved local crash information):

70 percent of highway safety related selective enforcement activities are to be conducted between the hours of 9am and 6am

with special emphasis on the following days of the week: Monday through Sunday

The remaining 30 percent of selective enforcement hours may be scheduled during other DMV approved identified high-crash time periods.

Project Director

JAC
Initial

9-1-23
Date

Subrecipient Name: Town of Fratt Royal Project #: BPT-2024-54093-24093

- e. Monitor agency goal and statewide goal quarterly to determine if project efforts are being effective or if adjustments are needed. If adjustments are needed to address the current needs, contact assigned Project Monitor.
- f. Enforcement is to be conducted using data-identifying problem locations.
- g. Grant-funded equipment must be ordered by December 31, 2023 and put in service by March 31, 2024. Documentation concerning use must be maintained. Must be approved funding in the grant budget.
- h. Reimbursement vouchers will be submitted _____ monthly or X quarterly. Only check one option and this option will be effective for the entire FY2024 grant year.
- i. If locality has been identified as one of the top 20 jurisdictions for 2022 fatalities must increase education, enforcement, and outreach efforts.
- j. Subrecipient must conduct public participation and engagement (PPE) with an affected local community based on data identification of the highway safety problem (who, what, where, and why) throughout the grant year. The PPE must actively engage the public for the data identified focus area(s) by way of community events, social media feedback, community meetings, survey, focus group, etc. to obtain the public's meaningful feedback on the highway safety focus area.

The feedback must be documented in the monitoring report (TSS 14-A), used in programming of the project, and the impact and use of feedback must be documented in the monitoring report (TSS 14-A). At least one PPE opportunity must be completed by September 30, 2024.
- k. To assist with educational highway safety messaging with posting at least 1 highway safety message(s) per quarter on social media platform(s), agency website, local business, community organizations, etc.
- l. Subrecipient must submit a completed monitoring report (TSS 14-A) to their DMV Project Monitor by specific assigned quarterly dates of January 31, April 30, July 31, and November 5, 2024.
- m. Subrecipient must attend all mandatory DMV grant-related trainings.

Project Director

JAC
Initial

9-1-23
Date

HIGHWAY SAFETY GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

1. **Purpose and Background.** The Virginia Department of Motor Vehicles ("Department") is awarding this grant to support the implementation of highway safety projects by State, local, non-profit, and higher education partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the Federal program areas under 23 U.S.C. (United States Code), Chapter 4: Highway Safety and 23 U.S.C. 154 (Section 154).
2. **Paid Media.** Grants consisting of \$100,000 or more in paid media funds will be required to perform pre- and post-surveys during the Period of Performance. The level of assessment is based on the cost of a paid advertising campaign as follows:

A. Level 1, for a paid advertising campaign of up to \$100,000:

At a minimum, an assessment must measure and document audience exposure to paid advertised messages and the number of airings or print ads devoted to each announcement. The size of the audience needs to be estimated using a source appropriate for the medium used, such as Arbitron or Nielsen ratings for radio and TV. More specifically, all paid advertising for which the State or Subrecipient used 154, 402 and 405 funds must include documentation stating how many paid airings or print ads occurred and the size of the audience reached. Include the number of free airings or print ads that occurred and the size of the audience reached.

B. Level 2, for a paid advertising campaign **greater than** \$100,000:

In addition to providing the above Level 1 documentation, a more extensive assessment is required to measure target audience reaction. One or more of the activities in the following list may be used to assess how the target audience's knowledge, attitude, or actions were affected by the message(s):

1. Mail surveys;
2. Telephone surveys;
3. Focus groups;
4. Mall intercept interviews;
5. Direct mailings;
6. Call-in centers;
7. Newspaper polls;
8. Household interviews;
9. Before and after approach, which compares system status before and after the introduction of the message; and
10. Control region approach, which relates one study site exposed to the message to a similar site that is not exposed to the message.

3. **Equipment.** Costs for equipment are allowable under specified conditions. Costs for new and replacement equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more must be pre-approved before Subrecipient purchases the equipment. Such approval shall be obtained by the Department from the National Highway Traffic Safety Administration (NHTSA) regional manager in writing, and Subrecipient will be notified by the Department when this approval has been secured. Federal government requirements mandate that the Department maintain an accurate accounting and inventory of all equipment purchased using Federal funds, and Subrecipient shall comply with applicable reporting requirements that may be specified in the Highway Safety Policy and Procedures Manual and amendments thereto.

Subrecipient must request advance, written approval from the Department and NHTSA to sell, transfer or dispose of any and all non-expendable equipment purchased in whole or in part with the use of Federal highway safety funds. Disposition of funds from the sale of equipment to another entity must be agreed upon by the Department and Subrecipient and approved by NHTSA and the

Project Director's Initials MC Date 9-1-23

Department. In the event of a conflict between this section, 2 CFR (Code of Federal Regulations) Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Sections 200.313 and 200.439, 2 CFR Part 1300 (Uniform Procedures for State Highway Safety Grant Programs) Section 1300.31, and 2 CFR Part 1201 (Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) Section 1201.313, the provisions of the applicable CFR control, except where inconsistent with statute.

4. Reports and Deliverables. Quarterly Progress and Monitor Reports shall be provided to the Department by the dates indicated:

January 31, April 30, July 31, and November 5.

Each Progress and Monitor Report shall address Subrecipient's progress in fulfilling items listed in the Statement of Work and Special Conditions, including funded elements of Subrecipient's proposal. These reports should include the findings from the evaluation component of the proposal and should indicate the criteria and methods by which the progress of the initiative has been evaluated. The format for Progress and Monitor Reports will be provided to Subrecipient, but, at a minimum, will require an assessment of the program's plan with actual accomplishments during the past quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with the plan and how they will be addressed, a financial summary of expenditures for the reporting period and planned accomplishments during the next quarter. The final Progress and Monitor Report shall include a comprehensive, detailed report of all grant activities conducted during the full grant performance period, including a final summary of expenditures.

Monitoring. The Department shall, throughout the Period of Performance under this Grant Agreement and any extension of the program which is the subject of the Grant Agreement, monitor and evaluate the events, activities and tasks performed in connection with the program to include financial feasibility and progress of the grant and Subrecipient's continuing fiscal responsibility and compliance with applicable requirements and the terms and conditions of this Grant Agreement. Such monitoring and evaluation shall not in any manner relieve or waive any obligations of Subrecipient under this Grant Agreement or pursuant to applicable State and Federal law, regulations or rules. Any representation to the contrary by Subrecipient to any third party is strictly prohibited and may be grounds for the termination of this Grant Agreement by the Department.

5. Single Audit. A Subrecipient expending \$750,000 or more in Federal awards (single or multiple awards) in a year is required to obtain an annual audit in accordance with the Single Audit Act (Public Law 98-502) and subsequent amendments (refer to 2 CFR Part 200 and 2 CFR Part 1201), and the American Institute of Certified Public Accountants' (AICPA) Statement on Auditing Standards (SAS) 99, *Consideration of Fraud in a Financial Statement Audit*. The audit report must be submitted to DMV **no later than nine months after Subrecipient's fiscal year end date** unless a Federal extension is granted. If an extension is granted, the due date will be extended based on the information provided in the Federal language. Subrecipient is encouraged to submit their audit report to the U.S. General Services Administration (GSA) at <https://www.fac.gov/> (effective October 1, 2023). Failure to meet the single audit requirements could result in your entity having to repay grant monies and/or losing access to future Federal funding.

The State auditor may conduct an audit or investigation of any entity receiving funds from the Department, either directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. Acceptance of funds directly or indirectly under the Grant Agreement constitutes acceptance of the authority of the State auditor to conduct an audit or investigation in connection with those funds. In the event an audit reveals unallowable expenditures, Subrecipient will be responsible for repayment to the Department of such unallowable expenditures.

6. Closeout. Subrecipient is required to submit final requests for reimbursements and final Progress Reports according to the schedule identified in this Grant Agreement. Requests for reimbursements submitted after **November 5** will be denied.

Project Director's Initials JS Date 9-1-23

Article 1. COMPLIANCE WITH LAWS

Subrecipient shall comply with all Federal, State, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Grant Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish the Department with satisfactory proof of its compliance therewith.

Article 2. STANDARD ASSURANCES

Subrecipient hereby assures and certifies that it will comply with all applicable laws, regulations, policies, guidelines, and requirements, including 23 USC Chapter 4: Highway Safety; 2 CFR Part 200 and 2 CFR Part 1201; 23 CFR Part 1300; the Federal Highway Safety Grant Funding Guidance (Revised 2013); and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of Federal or State funds for this project. Also, Subrecipient assures and certifies that:

- A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized approving official of Subrecipient to act in connection with the application and to provide such additional information as may be required.
- B. It will comply with the Federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- C. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- D. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- E. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all State and local government officers and employees and applies to subrecipients.
- F. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.
- G. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.
- H. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

Article 3. GRANT AWARD COMPENSATION

- A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to Subrecipient.
- B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.

Project Director's Initials JTC Date 9-1-23

- C. All payments will be made in accordance with the terms of the Grant Agreement.
The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Project, unless the Grant Agreement is amended as described in Article 5, Amendments and Modifications to Grant Agreement.
- D. To be eligible for reimbursement under the Grant Agreement, a cost must have been incurred in accordance with the Grant Agreement, within the time frame specified in the Period of Performance as stated in the Grant Agreement, attributable to work covered by the Grant Agreement, and which has been completed in a manner satisfactory and acceptable to the Department. Reimbursement is available only for costs that have been paid by Subrecipient. Under no circumstance will the Department provide up-front payments for costs not incurred and paid by Subrecipient.
Costs related to contractual fees require additional documentation in order to be eligible for reimbursement. Subrecipient must submit a copy of each contract, memorandum of understanding/agreement, rental/lease agreement prior to implementing the contract activity and allow sufficient time (minimum of three (3) weeks) for review and approval to ensure that services and products being provided are allowable expenses attributable to work covered by the Grant Agreement.
- E. For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 Travel costs). Refer to § 200.444 for more information on unallowable general costs of government.
- F. Per 2 CFR § 200.430 the rate law enforcement agencies pay for grant-funded overtime enforcement activities must be the same as the rate they pay for agency-funded overtime enforcement. Compensation must be paid in a manner consistent with the written policies of the employing entity, as long as it does not contradict 2 CFR Part 200.
- G. Payment of costs incurred under the Grant Agreement is further governed by 2 CFR Part 200 and 2 CFR Part 1201.
- H. For nonprofit organizations, Subrecipient must provide the most recent Form 990 (Return of Organization Exempt for Income Tax) submitted to IRS. Subrecipient must provide documentation of yearly salary or hourly pay and any other compensation, including fringe benefits, for each employee/position for which Subrecipient seeks reimbursement. Documentation of pay must be provided through a certified letter from the organization's Board Chair or President. Form 990 and the certified letter must be submitted with Subrecipient's signed Grant Agreement. Requests for compensation for pay raises, bonuses, and staff changes must be made in writing via email to the Department. The Department will review such requests and determine approval for reimbursement. The Department reserves the right to deny increased reimbursement for raises, bonuses, and staff changes.
- I. Subrecipient may request an Indirect Cost Rate for grants that are not enforcement related. Subrecipient must submit a copy of their Federally negotiated indirect cost rate. A non-federal Subrecipient that does not have a current Federally negotiated indirect cost rate, may submit a letter requesting a de minimis indirect cost rate of 10% of modified total direct costs which may be used indefinitely (2 CFR § 200.414(f)). Payment for indirect costs will not be made until the aforementioned documents have been received by the Department.
Indirect cost references and information can be found in various parts of 2 CFR Part 200.
- J. Subrecipient will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before Subrecipient can demonstrate that funds for the corresponding portion of the matching requirement have been received by Subrecipient. **A match report and supporting documentation must be submitted with each reimbursement voucher; Subrecipient must also keep documentation related to matching funds in their project file.**
- K. Subrecipient agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Policy and Procedures Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. Subrecipient agrees to submit the final

Project Director's Initials MC Date 9-1-23

Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Period of Performance or **November 5**.

All grant funds must be encumbered by the end of the Period of Performance (**September 30**), complete with supporting invoices. At the end of the Period of Performance, any unexpended or unobligated funds shall no longer be available to Subrecipient. In no case shall Subrecipient be reimbursed for expenses incurred prior to the beginning or after the end of the Period of Performance.

- L. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- M. Grant Agreements supported with Federal or State funds are limited to the length of the Period of Performance specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, Subrecipient may apply for funding assistance beyond the initial Period of Performance. Preference for funding will be given to those projects for which Subrecipient has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.
- N. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, including this Grant Agreement, Subrecipient shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds provided for the project or program.

Article 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Period of Performance, the Department determines that there is insufficient funding to continue the project, the Department shall so notify Subrecipient, giving notice of intent to terminate the Grant Agreement, as specified in Article 12, Suspension or Termination.

Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT

The Grant Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment form designated by the Department. Any amendment must be executed by the parties within the Period of Performance specified in the Grant Agreement. Any proposed modifications or amendments to this Grant Agreement as defined in Article 6, Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Subrecipient's implementation of the proposed modification or amendment.

Any alterations, additions, or deletions to the Grant Agreement that are required by changes in Federal or State laws, regulations or directives are automatically incorporated on the date designated by the law, regulation or directive.

The Department may unilaterally modify this Grant Agreement to de-obligate funds not obligated by Subrecipient as of the close of the Period of Performance specified in this Grant Agreement. In addition, the Department may de-obligate funds in the event of termination of the Grant Agreement pursuant to Article 12, Suspension or Termination.

Article 6. ADDITIONAL WORK AND CHANGES IN WORK

If Subrecipient is of the opinion that any assigned work is beyond the scope of the Grant Agreement and constitutes additional work, Subrecipient shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise Subrecipient and a written amendment to the Grant Agreement will be executed according to Article 5, Amendments and Modifications to Grant Agreement, to provide compensation for doing this work on the

Project Director's Initials JAL Date 9-1-23

same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If Subrecipient has submitted work in accordance with the terms of the Grant Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Grant Agreement, Subrecipient shall make such revisions as requested and directed by the Department. This will be considered additional work and will be paid for as specified in this Article.

If Subrecipient submits work that does not comply with the terms of the Grant Agreement, the Department shall instruct Subrecipient to make such revisions as are necessary to bring the work into compliance with the Grant Agreement. No additional compensation shall be paid for this work.

Subrecipient shall make revisions to the work authorized in the Grant Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by Subrecipient or any costs incurred by Subrecipient relating to additional work not directly associated with or prior to the execution of an amendment.

Article 7. REPORTING AND NOTIFICATIONS

Subrecipient shall submit performance reports using forms provided and approved by the Department as outlined in the Statement of Work and Special Conditions, Section 4, Reports and Deliverables.

Subrecipient shall promptly advise the Department in writing of events that will have a significant impact upon the Grant Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subrecipient personnel that will materially affect Subrecipient's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or Federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable Subrecipient to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

Article 8. RECORDS

Subrecipient agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Subrecipient shall make such records available at its office for the time period specified in the Grant Agreement. Subrecipient further agrees to retain such records for three (3) years from the date of final payment under the Grant Agreement, until completion of all audits, or until any pending litigation has been completely and fully resolved, whichever occurs last.

Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States, the General Accounting Office, the Virginia Office of the Secretary of Transportation, the Virginia Department of Motor Vehicles, the Virginia State Comptroller or the Virginia Auditor of Public Accounts shall have access to and the right to examine any and all books, documents, papers and other records (including computer records) of Subrecipient that are related to this Grant Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Subrecipient's personnel and program participants for the purpose of conducting interviews and discussions related to such documents. The Department's right to such access shall last as long as the records are retained as required under this Grant Agreement.

Article 9. CONFIDENTIALITY

Distribution of privileged information, as described at Va. Code § 46.2-208, to any third party is prohibited unless specifically provided for in this Agreement. If dissemination to a third party is allowed,

Project Director's Initials JAL Date 9-1-23

Subrecipient shall only disseminate privileged information to third parties subject to the original purpose specified in this Agreement and consistent with Title 46.2 of the Code of Virginia. If Subrecipient is a federal, state, or local governmental entity, local government group self-insurance pool, law-enforcement officer, attorney for the Commonwealth, or court, or the authorized agent of any of the foregoing, Subrecipient certifies, by execution of this Agreement, that the information obtained will not be used for civil immigration purposes or knowingly disseminated to any third party for any purpose related to civil immigration enforcement.

Article 10. INDEMNIFICATION

Subrecipient, if other than a government entity, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the acts or omission of Subrecipient, its officers, agents or employees. Subrecipient, if other than a government entity, further agrees to indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any costs including, but not limited to, attorney fees and court costs, incurred by the Department in connection with any such claims or actions.

If Subrecipient is a government entity, both parties to the Grant Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 11. DISPUTES AND REMEDIES

Subrecipient shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by Subrecipient in support of Grant Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Director of the Virginia Highway Safety Office or his or her designee acting as final referee.

Article 12. SUSPENSION OR TERMINATION

The Department may suspend or terminate the Grant Agreement, in whole or in part, for cause if Subrecipient fails to fulfill its obligations under the Grant Agreement; fails to comply with any applicable Department policy or procedure or any applicable Federal, State or local law, regulation or policy; or fails to correct a violation of any such law, regulation, policy or procedure. This does not limit any other suspension or termination rights that the Department may have under State or Federal laws, regulations or policies.

The Grant Agreement shall remain in effect until Subrecipient has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- A. The Department suspends or terminates the Grant Agreement for cause and informs Subrecipient that the project is suspended or terminated immediately; or
- B. The Department determines that the performance of the project is not in the best interest of the Department and informs Subrecipient that the project is suspended or terminated immediately; or
- C. The Grant Agreement is suspended or terminated in writing with the mutual consent of both parties; or
- D. There is a written thirty (30) day notice to suspend or terminate by either party.

The Department shall compensate Subrecipient for only those eligible expenses incurred during the Period of Performance specified in the Grant Agreement which are directly attributable to the completed portion of the work covered by the Grant Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. Subrecipient shall not incur nor be reimbursed for any new obligations after the effective date of termination.

Article 13. SUBCONTRACTS

No portion of the work specified in the Grant Agreement shall be subcontracted without the prior written consent of the Department. In the event that Subrecipient desires to subcontract part of the work

Project Director's Initials *JD* Date 9-1-23

specified in the Grant Agreement, Subrecipient shall furnish the Department the names, qualifications and experience of their proposed subcontractors. For purposes of the Grant Agreement, subcontractor(s) shall include, but are not limited to, recipients of mini grants and parties to cooperative agreements and memoranda of understanding.

Subrecipient, however, shall remain fully responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the Grant Agreement. In any agreement entered into with a subcontractor, Subrecipient shall include or incorporate by reference all language contained in the Statement of Work and Special Conditions and in the General Terms and Conditions portions of this Highway Safety Grant Agreement, and the subcontractor shall agree to be bound by all requirements contained therein.

Article 14. NONCOLLUSION

Subrecipient certifies that its grant application was made without collusion or fraud, and it has not conferred on any public employee having official responsibility for the Highway Safety Grant process any loan, gift, favor, service or anything of more than nominal value, present or promised, in connection with its application. If Subrecipient breaches or violates this certification, the Department shall have the right to annul this Grant Agreement without liability.

Article 15. SUBRECIPIENT'S RESOURCES

Subrecipient certifies that it presently has adequate qualified personnel in its employment to perform the work required under the Grant Agreement, or that Subrecipient will be able to obtain such personnel from sources other than the Department. Subrecipient further certifies that it has the financial resources required to satisfy incurred costs whether or not such costs are eligible for subsequent reimbursement.

All employees of Subrecipient shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Subrecipient who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the project shall immediately be removed from association with the project.

Unless otherwise specified, Subrecipient shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 16. SUBRECIPIENT SEAT BELT USE

Subrecipient agrees to adopt and enforce an on-the-job seat belt use policy requiring all employees to wear a seat belt when operating any vehicle owned, leased or rented by Subrecipient, including police vehicles.

Article 17. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

Subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Article 18. PROCUREMENT AND PROPERTY MANAGEMENT

Subrecipient shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to the Grant Agreement in accordance with Virginia law and Department policies and procedures, provided that such laws, policies and procedures are not in conflict with Federal standards, as appropriate, in 2 CFR Part 200 and 2 CFR Part 1201.

In the event of conflict, such Federal standards shall apply unless Virginia law or Department policies or procedures impose stricter requirements than the Federal standards.

Project Director's Initials JH Date 9-1-23

Article 19. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Agreement shall become the sole property of the Commonwealth in accordance with Va. Code §2.2-2822 and Executive Memorandum 4-95. On request, Subrecipient shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed during the performance of the Grant Agreement.

Article 20. RESEARCH ON HUMAN SUBJECTS

Subrecipient shall comply with the National Research Act, Public Law 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by the Grant Agreement.

Article 21. ASSIGNMENT

The Grant Agreement shall not be assignable by Subrecipient in whole or in part without the written consent of the Department.

Article 22. NONDISCRIMINATION

- A. Subrecipient WILL COMPLY WITH ALL Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include, but are not limited to:
1. *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 2. *49 CFR Part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964*);
 3. *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
 4. *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 5. *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 *et seq.*), and *Title IX of the Education Amendments of 1972*, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
 6. *Section 504 of the Rehabilitation Act of 1973*, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and *49 CFR Part 27*;
 7. *The Age Discrimination Act of 1975*, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
 8. *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
 9. *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and *49 CFR Parts 37 and 38*;
 10. *Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high

Project Director's Initials Jul Date 9-1-23

and adverse human health or environmental effects on minority and low-income populations);
and

11. *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
12. *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
13. *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

B. The Subrecipient entity –

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, gender identity, sexual orientation or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any subrecipients, subgrantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs a through d, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program."

Project Director's Initials SM Date 9-1-23

- C. Certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If Subrecipient has been cited for noncompliance with these laws, regulations or policies, Subrecipient will not be eligible to receive funding.

Article 23. DRUG-FREE WORKPLACE

Subrecipient certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103 – Federal grant recipients).

Article 24. BUY AMERICA ACT

Subrecipient will comply with the provisions of the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a Subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to the Secretary of Transportation for approval.

The National Highway Traffic Safety Administration (NHTSA) was granted a Buy America Act public interest waiver that became effective July 30, 2015, (Federal Register Vol. 80, No. 125, published June 30, 2015). This waiver allows a State or Subrecipient to purchase any manufactured product with a purchase price of \$5,000 or less, excluding a motor vehicle when the product is purchased using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code. The "National Traffic and Motor Vehicle Safety Act of 1966" defines a motor vehicle as a vehicle driven or drawn by mechanical power and manufactured primarily for use on public streets, roads, and highways, but does not include a vehicle operated only on a rail line. See 49 U.S.C. 30102(a)(6). Therefore, the purchase of foreign-made cars, motorcycles, trailers and other similar conveyances must be made with a waiver regardless of price.

Article 25. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to the Grant Agreement as follows:

- A. Subrecipient agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with Federal funds. In this regard, Subrecipient shall make good faith efforts, in accordance with 49 CFR Part 26, to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- B. Subrecipient and any subcontractor shall not discriminate on the basis of race, color, national origin, sex, disability, or age in the award and performance of agreements funded in whole or in part with Federal funds.

These requirements shall be included in any subcontract or subagreement. Failure to comply with the requirements set forth above shall constitute a breach of the Grant Agreement and, after the notification by the Department, may result in termination of the Grant Agreement by the Department or other such remedy as the Department deems appropriate.

Article 26. DEBARMENT AND SUSPENSION

- A. Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in covered transactions by any State or Federal department or agency or otherwise excluded by any Federal or State department or agency;

Project Director's Initials JM Date 9-1-23

2. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a Federal, State, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 4. Have not, within a three-year period preceding this Grant Agreement, had one or more Federal, State, or local transactions terminated for cause or default.
- B. Where Subrecipient is unable to certify to any of the statements in this Article, such Subrecipient shall attach an explanation to the Grant Agreement.
- C. Subrecipient is prohibited from making any subcontract or sub-award or permitting any subcontract or sub-award to any party that does not certify to Subrecipient that such party meets the requirements set forth in Section A., Items 1-4 of this Article. When requested by the Department, Subrecipient shall furnish a copy of such certification.
- D. Subrecipient shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive Federal grant funds, and, when requested by the Department, to furnish a copy of the certification.
- E. Subrecipient shall provide immediate written notice to the Department if at any time Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- F. Subrecipient agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

Article 27. POLITICAL ACTIVITY (HATCH ACT)

Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Article 28. FEDERAL LOBBYING CERTIFICATION

Subrecipient certifies to the best of his or her knowledge and belief that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the party to the Grant Agreement shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Congress.

Project Director's Initials JA Date 9-1-23

- D. Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was made or entered into. Submission of this certification is a prerequisite for entering into this Grant Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 29. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

No funds under this Grant Agreement will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Virginia General Assembly, except in presentation to the General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Virginia General Assembly.

Article 30. INTERPRETATION AND ENFORCEABILITY

In the event any terms or provisions of this Grant Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of any terms and provisions contained in this Grant Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Grant Agreement and the remedies available under the Code of Virginia. If Subrecipient is not a government entity, in the event the Department must initiate proceedings to enforce the terms and conditions of this Grant Agreement or seek redress for damages caused by Subrecipient's breach of this Grant Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorney fees, incurred in such proceedings.

Article 31. ADDITIONAL PROVISIONS

- A. Signature Authorized. Subrecipient's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay costs subsequently reimbursed and the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B. Headings. The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.

Project Director's Initials Jde Date 9-1-23

C. Notice. All notices, requests and demands shall be directed as follows:

To the Department: Virginia Department of Motor Vehicles
ATTENTION: Director, Virginia Highway Safety Office
Post Office Box 27412
Richmond, Virginia 23269-0001

To Subrecipient: _____

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or is deposited in the United States certified mail, return receipt requested, properly addressed and with postage prepaid.

Project Director's Initials JH Date 9-1-23

Staunton Region

August, 2023

Front Royal Speed Crash Statistics

Available Crash Data - Calendar Year	2019	2020	2021	2022
Speed Crashes	13	15	19	18
Speed Fatal Crashes				
Highest Time Period(s)	No Speed	No Speed	No Speed	No Speed
Highest Day(s)	Fatalities	Fatalities	Fatalities	Fatalities
Highest Month(s)				
Speed Serious Injury Crashes	1	1	2	1
Highest Time Period(s)	3:00pm - 5:59pm (100%)	3:00pm - 5:59pm (100%)	3:00pm - 5:59pm Noon - 2:59pm (100%)	9:00am - 11:59am (100%)
Highest Day(s)	Wednesday (100%)	Saturday (100%)	Monday • Thursday (100%)	Saturday (100%)
Highest Month(s)	August (100%)	April (100%)	January (100%)	February (100%)
Speed Injury Crashes	5	6	8	3
Highest Time Period(s)	3:00pm - 5:59pm (40%)	3:00pm - 5:59pm (50%)	Noon - 2:59pm (50%)	3:00pm - 5:59pm 9:00am - 11:59am (66%)
Highest Day(s)	Monday • Sunday (40%)	Friday (33%)	Saturday (38%)	Saturday • Thursday (66%)
Highest Month(s)	March (40%)	March (50%)	January • July (50%)	March (67%)



- Speed Fatal Interstate Crashes
- Speed Serious Injury Interstate Crashes

The blue gradient represents the density of all speed crashes.

- Speed Fatal Non-interstate Crashes
- Speed Serious Injury Non-interstate Crashes


This report was generated by the
Center for Geospatial Information Technology

 9-1-23

Front Royal Speed Crash Statistics

2021 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2022 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2021 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
DUCK ST		1
6TH ST	WASHINGTON AVE	1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

2022 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
LEACH RUN PKWY		1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

Locations with equal crash counts are listed in random order in table and single crash locations may not be listed.

MB 9-1-23

Staunton Region

August, 2023

Front Royal Unrestrained Crash Statistics

Available Crash Data - Calendar Year	2019	2020	2021	2022
Unrestrained-Related Crashes	1	5	2	5
Unrestrained-Related Fatal Crashes (fatalities)				
Highest Time Period(s)	No	No	No	No
Highest Day(s)	Unrestrained	Unrestrained	Unrestrained	Unrestrained
Highest Month(s)	Fatalities	Fatalities	Fatalities	Fatalities
Unrestrained-Related Serious Injury Crashes (injuries)			1 (1)	2 (2)
Highest Time Period(s)	No	No	Midnight - 2:59am (100%)	3:00am - 5:59am 6:00am - 8:59am (100%)
Highest Day(s)	Unrestrained	Unrestrained	Sunday (100%)	Friday • Monday (100%)
Highest Month(s)	Serious Injuries	Serious Injuries	June (100%)	June • September (100%)
Unrestrained-Related Injury Crashes (injuries)	1 (1)	5 (7)	2 (3)	5 (6)
Highest Time Period(s)	Noon - 2:59pm (100%)	Noon - 2:59pm (40%)	3:00pm - 5:59pm Midnight - 2:59am (100%)	Noon - 2:59pm (60%)
Highest Day(s)	Tuesday (100%)	Friday • Saturday (80%)	Sunday • Wednesday (100%)	Wednesday (40%)
Highest Month(s)	August (100%)	June (40%)	June • May (100%)	May (40%)



- Unrestrained-Related Fatal Interstate Crashes
- Unrestrained-Related Serious Injury Interstate Crashes

- Unrestrained-Related Fatal Non-interstate Crashes
- Unrestrained-Related Serious Injury Non-interstate Crashes

The blue gradient represents the density of all unrestrained-related crashes.


 VIRGINIA TECH.
 This report was generated by the
 Center for Geospatial Information Technology

JA 9-1-23

Front Royal Unrestrained Crash Statistics

2021 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2022 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2021 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
LURAY AVE	KILBY DR	1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

2022 Serious Injury Crashes - Calendar Year

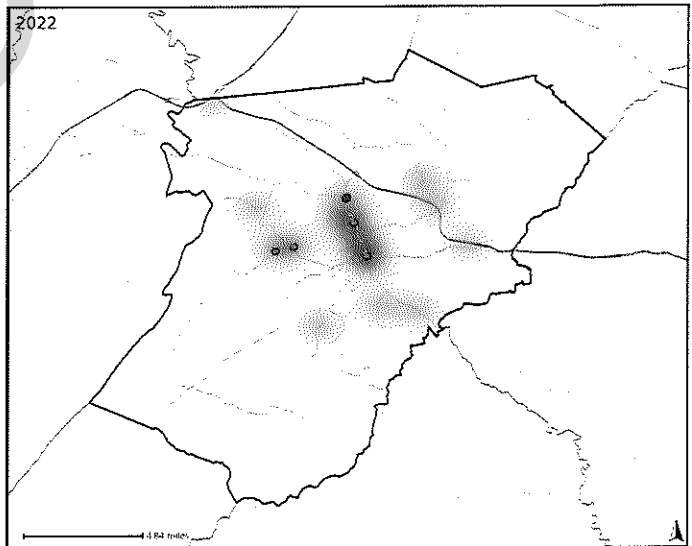
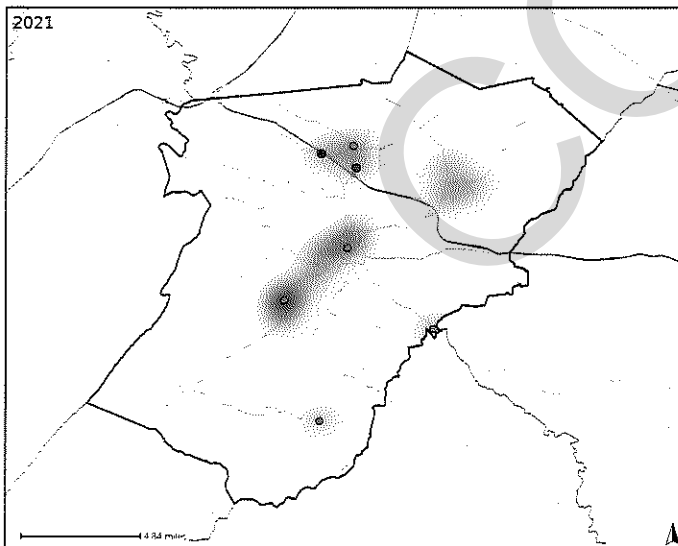
Street	Cross Street	Count
COMMERCE AVE	JOHN MARSHALL HWY	1
ROYAL AVE		1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

Locations with equal crash counts are listed in random order in table and single crash locations may not be listed.

Warren County Unrestrained Crash Statistics

Available Crash Data - Calendar Year	2019	2020	2021	2022
Unrestrained-Related Crashes	15	24	15	16
Unrestrained-Related Fatal Crashes (fatalities)	3 (3)		2 (2)	1 (1)
Highest Time Period(s)	3:00pm - 5:59pm (67%)	No Unrestrained Fatalities	9:00am - 11:59am 9:00pm - 11:59pm (100%)	6:00am - 8:59am (100%)
Highest Day(s)	Sunday - Thursday (66%)		Sunday - Wednesday (100%)	Saturday (100%)
Highest Month(s)	December (67%)		July (100%)	December (100%)
Unrestrained-Related Serious Injury Crashes (injuries)	5 (5)	7 (7)	5 (6)	4 (4)
Highest Time Period(s)	Noon - 2:59pm (40%)	6:00pm - 8:59pm 9:00pm - 11:59pm (58%)	Noon - 2:59pm (40%)	3:00am - 5:59am (50%)
Highest Day(s)	Tuesday (40%)	Sunday (43%)	Saturday (40%)	Friday (50%)
Highest Month(s)	November (40%)	April (29%)	August - December (40%)	September (50%)
Unrestrained-Related Injury Crashes (injuries)	12 (13)	24 (27)	13 (16)	15 (18)
Highest Time Period(s)	Noon - 2:59pm (25%)	Noon - 2:59pm (29%)	9:00am - 11:59am Noon - 2:59pm (46%)	Noon - 2:59pm (33%)
Highest Day(s)	Tuesday (33%)	Saturday (33%)	Saturday (31%)	Thursday - Tuesday (40%)
Highest Month(s)	August - January (34%)	June (17%)	August - June (30%)	November (20%)



- Unrestrained-Related Fatal Interstate Crashes
- Unrestrained-Related Serious Injury Interstate Crashes

- Unrestrained-Related Fatal Non-interstate Crashes
- Unrestrained-Related Serious Injury Non-interstate Crashes

The blue gradient represents the density of all unrestrained-related crashes.



This report was generated by the
Center for Geospatial Information Technology

JK 9-1-23

Warren County Unrestrained Crash Statistics

2021 Fatal Crashes - Calendar Year

Street	Cross Street	Count
WINCHESTER RD	CROOKED RUN BLVD	1
I-66		1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

2022 Fatal Crashes - Calendar Year

Street	Cross Street	Count
SHENANDOAH AVE	STRASBURG RD	1
Mainline crash locations not included in table: 0		
Intersection crash locations not included in table: 0		

2021 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
STONEWALL JACKSON HWY		1
REMOUNT RD	JOURDAN BROWN LN	1
SMITH RUN RD		1
LURAY AVE	KILBY DR	1
RELANCE RD		1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

2022 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
COMMERCE AVE	JOHN MARSHALL HWY	1
CATLETT MOUNTAIN RD	STOOTS LN	1
ROYAL AVE		1
RIVERMONT DR		1

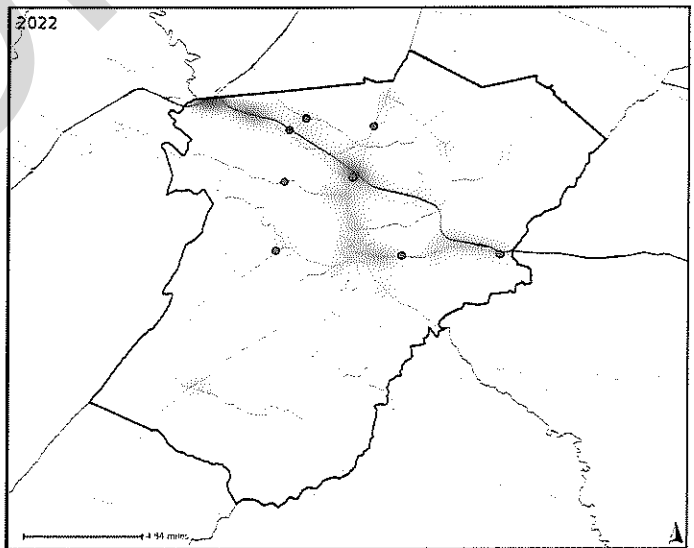
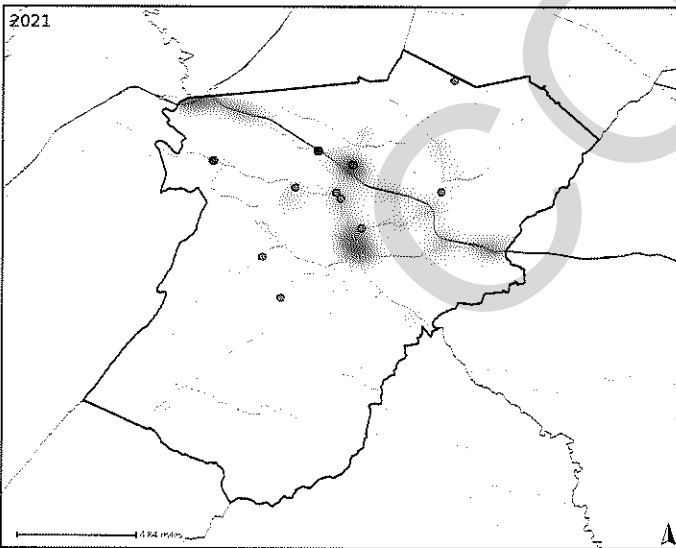
Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

Locations with equal crash counts are listed in random order in table and single crash locations may not be listed.

9-1-23

Warren County Speed Crash Statistics

Available Crash Data - Calendar Year	2019	2020	2021	2022
Speed Crashes	100	91	98	107
Speed Fatal Crashes	2	1	3	
Highest Time Period(s)	3:00am - 5:59am 3:00pm - 5:59pm (100%)	Noon - 2:59pm (100%)	9:00am - 11:59am (67%)	No Speed Fatalities
Highest Day(s)	Thursday - Wednesday (100%)	Thursday (100%)	Sunday (67%)	
Highest Month(s)	August - December (100%)	July (100%)	July (67%)	
Speed Serious Injury Crashes	8	10	8	9
Highest Time Period(s)	3:00pm - 5:59pm (50%)	3:00pm - 5:59pm (30%)	3:00pm - 5:59pm (50%)	Noon - 2:59pm (33%)
Highest Day(s)	Friday - Wednesday (50%)	Sunday (40%)	Thursday (38%)	Monday (33%)
Highest Month(s)	August - January (50%)	April - July (40%)	January - November (50%)	February (44%)
Speed Injury Crashes	37	41	38	36
Highest Time Period(s)	3:00pm - 5:59pm (32%)	3:00pm - 5:59pm (24%)	Noon - 2:59pm (34%)	Noon - 2:59pm (25%)
Highest Day(s)	Sunday (30%)	Saturday - Sunday (40%)	Saturday - Thursday (36%)	Monday (19%)
Highest Month(s)	July - March (32%)	November (15%)	July - June (26%)	March (17%)



- Speed Fatal Interstate Crashes
- ✦ Speed Serious Injury Interstate Crashes

The blue gradient represents the density of all speed crashes.

- Speed Fatal Non-interstate Crashes
- ✦ Speed Serious Injury Non-interstate Crashes



This report was generated by the
Center for Geospatial Information Technology

9-1-23

Warren County Speed Crash Statistics

2021 Fatal Crashes - Calendar Year

Street	Cross Street	Count
STRASBURG RD		1
WINCHESTER RD	CROOKED RUN BLVD	1
I-66		1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

2022 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2021 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
STRASBURG RD		1
DUCK ST		1
SHENANDOAH AVE	QUADRANT RD	1
STONEWALL JACKSON HWY		1
6TH ST	WASHINGTON AVE	1
MORGAN FORD RD	SHANNON LN	1
RIVERMONT DR		1
ROCKLAND RD		1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

2022 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
RELIANCE RD		2
JOHN MARSHALL HWY		1
I-66		1
WINCHESTER RD		1
WINCHESTER RD	ACCESS	1
LEACH RUN PKWY		1
STRASBURG RD		1
RIVERMONT DR		1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

Locations with equal crash counts are listed in random order in table and single crash locations may not be listed.

John 9-7-23

HIGHWAY SAFETY GRANT AGREEMENT

- Purpose:** Virginia's Highway Safety Program Subrecipients use this form to certify and assure that they will fully comply with all terms of the Highway Safety Grant Agreement.
- Instructions:** Subrecipients must read the contract, complete all applicable information on the first and last page, initial and date the subsequent pages, and return all pages to the Department of Motor Vehicles.

This Highway Safety Grant Agreement is entered into between the Virginia Department of Motor Vehicles (hereinafter "Department"), 2300 West Broad Street, Richmond, Virginia 23220, and the following:

Subrecipient: Front Royal Town	Federal Award Identification Number (FAIN): 69A37522300001540VAA, 69A37523300001540VAA
Project Title: Selective Enforcement - Alcohol	Project Number: ENF_AL-2024-54087-24087
Assistance Listing Number (ALN): 20.607 ALN Name: Alcohol Open Container Requirements	Grant Award Amount: \$ 13,300.00 Federal Funds Obligated: \$13,300.00 Total Federal Funds Obligated: \$ 13,300.00
Period of Performance: From October 1, 2023, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2024. Allow 21 days for the Department to complete its review and signature. FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2024.	Source of funds obligated to this award: U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA) Date of Award Letter from NHTSA: September 30, 2023

In performing its responsibilities under this Highway Safety Grant Agreement, the Subrecipient certifies and assures that it will fully comply with the following:

- Applicable Department regulations and policies and State and Federal laws, regulations, and policies
- Statement of Work and Special Conditions and an Approved Budget, included with this Highway Safety Grant Agreement
- General Terms and Conditions, also included with this Highway Safety Grant Agreement

Subrecipient's signature below indicates that the Subrecipient has read, understands and agrees to fully comply with all terms and conditions of this Highway Safety Grant Agreement without alteration. This Highway Safety Grant Agreement (hereinafter referred to as "Grant Agreement"), consisting of this certification, the attached Statement of Work and Special Conditions, the attached General Terms and Conditions, the attached Project Budget, the Subrecipient's proposal and the letter awarding the grant to the Subrecipient constitutes the entire agreement between the Department and the Subrecipient, supersedes any prior oral or written agreement between the parties and may not be modified except by written agreement as provided herein. Where any conflict arises between terms, the following is the order of governance of one term over another: (1) applicable Department regulations and policies, except where superseded by Federal laws, regulations, or policies; (2) applicable State laws, regulations, and policies, except where superseded by Federal laws, regulations, or policies; (3) applicable Federal laws, regulations, and policies; (4) Statement of Work and Special Conditions; (5) General Terms and Conditions; (6) Project Budget; (7) Subrecipient's proposal; and (8) grant award letter. **Subrecipient certifies that this grant does not include research and development.**

SIGNATURES OF AUTHORIZED APPROVING OFFICIALS

For Subrecipient:

Jason Ryan MAJOR
Name and Title of Project Director (print)

[Signature] 9.1.2023
Signature Date

Subrecipient's UEI Number N7VQXJM58JPL
Does your locality/legal entity expend \$750,000 or more annually in total federal funds? (check one) ☐ Yes ☐ No

Name and Title of Authorized Approving Official (print)

Signature Date

For Virginia Department of Motor Vehicles:

John Saunders
Director, Virginia Highway Safety Office (print)

Signature Date



Department of Motor Vehicles

Grant Budget Lines

Date Run: 10-AUG-2023

ENF_AL-2024 - 54087 - 24087 - Front Royal
Town

PM: Seppo Karkkainen

Project Director Initials SK

Date 9-1-23

Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds
Personnel	250 Overtime Hours	1	12,500.00	12,500.00	12,500.00	0.00
Training / Travel	DMV approved training	1	800.00	800.00	800.00	0.00
Matching Funds	Fuel and Maintenance	1	6,650.00	6,650.00	0.00	6,650.00
Total:				19,950.00	13,300.00	6,650.00

Subrecipient Name: Town of Front Royal Project #: ENF-AL-2024-54087-24087

STATEMENT OF WORK AND SPECIAL CONDITIONS

1. Goals and Specific Program Elements. The goals and specific program elements of the subrecipient's proposal are incorporated as the first item in this Statement of Work and Special Conditions.

a. List Specific Program Elements:

For October 1, 2023 through December 31, 2023

Estimated 66 number of overtime hours to be used

Estimated 0 number of checkpoints

Estimated 8 number of saturation/individual patrols

For January 1, 2024 through March 31, 2024

Estimated 60 number of overtime hours to be used

Estimated 0 number of checkpoints

Estimated 8 number of saturation/individual patrols

For April 1, 2024 through June 30, 2024

Estimated 62 number of overtime hours to be used

Estimated 0 number of checkpoints

Estimated 8 number of saturation/individual patrols

For July 1, 2024 through September 30, 2024

Estimated 62 number of overtime hours to be used

Estimated 0 number of checkpoints

Estimated 8 number of saturation/individual patrols

- b. To conduct a minimum of 0 checkpoints and/or 1 saturation/individual patrols during each of the mandatory national Click It or Ticket Campaign period in November 2023 and May 2024. Pre and post survey will be required. Campaign summons data must be entered into TREDs (Traffic Records Electronic Data System).
- c. To conduct a minimum of 0 checkpoints and/or 1 saturation/individual patrols for each of the mandatory national Drive Sober or Get Pulled Over (DSOGPO) Campaigns for Super Bowl, St. Patrick's Day, Fourth of July, December 2023 and August 2024. Campaign summons data must be entered into TREDs.

Project Director

JB
Initial

9-1-23
Date

HIGHWAY SAFETY GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

1. Purpose and Background. The Virginia Department of Motor Vehicles ("Department") is awarding this grant to support the implementation of highway safety projects by State, local, non-profit, and higher education partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the Federal program areas under 23 U.S.C. (United States Code), Chapter 4: Highway Safety and 23 U.S.C. 154 (Section 154).
2. Paid Media. Grants consisting of \$100,000 or more in paid media funds will be required to perform pre- and post-surveys during the Period of Performance. The level of assessment is based on the cost of a paid advertising campaign as follows:

A. Level 1, for a paid advertising campaign of up to \$100,000:

At a minimum, an assessment must measure and document audience exposure to paid advertised messages and the number of airings or print ads devoted to each announcement. The size of the audience needs to be estimated using a source appropriate for the medium used, such as Arbitron or Nielsen ratings for radio and TV. More specifically, all paid advertising for which the State or Subrecipient used 154, 402 and 405 funds must include documentation stating how many paid airings or print ads occurred and the size of the audience reached. Include the number of free airings or print ads that occurred and the size of the audience reached.

B. Level 2, for a paid advertising campaign greater than \$100,000:

In addition to providing the above Level 1 documentation, a more extensive assessment is required to measure target audience reaction. One or more of the activities in the following list may be used to assess how the target audience's knowledge, attitude, or actions were affected by the message(s):

1. Mail surveys;
2. Telephone surveys;
3. Focus groups;
4. Mall intercept interviews;
5. Direct mailings;
6. Call-in centers;
7. Newspaper polls;
8. Household interviews;
9. Before and after approach, which compares system status before and after the introduction of the message; and
10. Control region approach, which relates one study site exposed to the message to a similar site that is not exposed to the message.

3. Equipment. Costs for equipment are allowable under specified conditions. Costs for new and replacement equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more must be pre-approved before Subrecipient purchases the equipment. Such approval shall be obtained by the Department from the National Highway Traffic Safety Administration (NHTSA) regional manager in writing, and Subrecipient will be notified by the Department when this approval has been secured. Federal government requirements mandate that the Department maintain an accurate accounting and inventory of all equipment purchased using Federal funds, and Subrecipient shall comply with applicable reporting requirements that may be specified in the Highway Safety Policy and Procedures Manual and amendments thereto.

Subrecipient must request advance, written approval from the Department and NHTSA to sell, transfer or dispose of any and all non-expendable equipment purchased in whole or in part with the use of Federal highway safety funds. Disposition of funds from the sale of equipment to another entity must be agreed upon by the Department and Subrecipient and approved by NHTSA and the

Project Director's Initials Jo Date 9-1-23

Department. In the event of a conflict between this section, 2 CFR (Code of Federal Regulations) Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Sections 200.313 and 200.439, 2 CFR Part 1300 (Uniform Procedures for State Highway Safety Grant Programs) Section 1300.31, and 2 CFR Part 1201 (Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) Section 1201.313, the provisions of the applicable CFR control, except where inconsistent with statute.

4. Reports and Deliverables. Quarterly Progress and Monitor Reports shall be provided to the Department by the dates indicated:

January 31, April 30, July 31, and November 5.

Each Progress and Monitor Report shall address Subrecipient's progress in fulfilling items listed in the Statement of Work and Special Conditions, including funded elements of Subrecipient's proposal. These reports should include the findings from the evaluation component of the proposal and should indicate the criteria and methods by which the progress of the initiative has been evaluated. The format for Progress and Monitor Reports will be provided to Subrecipient, but, at a minimum, will require an assessment of the program's plan with actual accomplishments during the past quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with the plan and how they will be addressed, a financial summary of expenditures for the reporting period and planned accomplishments during the next quarter. The final Progress and Monitor Report shall include a comprehensive, detailed report of all grant activities conducted during the full grant performance period, including a final summary of expenditures.

Monitoring. The Department shall, throughout the Period of Performance under this Grant Agreement and any extension of the program which is the subject of the Grant Agreement, monitor and evaluate the events, activities and tasks performed in connection with the program to include financial feasibility and progress of the grant and Subrecipient's continuing fiscal responsibility and compliance with applicable requirements and the terms and conditions of this Grant Agreement. Such monitoring and evaluation shall not in any manner relieve or waive any obligations of Subrecipient under this Grant Agreement or pursuant to applicable State and Federal law, regulations or rules. Any representation to the contrary by Subrecipient to any third party is strictly prohibited and may be grounds for the termination of this Grant Agreement by the Department.

5. Single Audit. A Subrecipient expending \$750,000 or more in Federal awards (single or multiple awards) in a year is required to obtain an annual audit in accordance with the Single Audit Act (Public Law 98-502) and subsequent amendments (refer to 2 CFR Part 200 and 2 CFR Part 1201), and the American Institute of Certified Public Accountants' (AICPA) Statement on Auditing Standards (SAS) 99, *Consideration of Fraud in a Financial Statement Audit*. The audit report must be submitted to DMV **no later than nine months after Subrecipient's fiscal year end date** unless a Federal extension is granted. If an extension is granted, the due date will be extended based on the information provided in the Federal language. Subrecipient is encouraged to submit their audit report to the U.S. General Services Administration (GSA) at <https://www.fac.gov/> (effective October 1, 2023). Failure to meet the single audit requirements could result in your entity having to repay grant monies and/or losing access to future Federal funding.

The State auditor may conduct an audit or investigation of any entity receiving funds from the Department, either directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. Acceptance of funds directly or indirectly under the Grant Agreement constitutes acceptance of the authority of the State auditor to conduct an audit or investigation in connection with those funds. In the event an audit reveals unallowable expenditures, Subrecipient will be responsible for repayment to the Department of such unallowable expenditures.

6. Closeout. Subrecipient is required to submit final requests for reimbursements and final Progress Reports according to the schedule identified in this Grant Agreement. Requests for reimbursements submitted after **November 5** will be denied.

Project Director's Initials *Me* Date 9-1-23

Article 1. COMPLIANCE WITH LAWS

Subrecipient shall comply with all Federal, State, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Grant Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish the Department with satisfactory proof of its compliance therewith.

Article 2. STANDARD ASSURANCES

Subrecipient hereby assures and certifies that it will comply with all applicable laws, regulations, policies, guidelines, and requirements, including 23 USC Chapter 4: Highway Safety; 2 CFR Part 200 and 2 CFR Part 1201; 23 CFR Part 1300; the Federal Highway Safety Grant Funding Guidance (Revised 2013); and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of Federal or State funds for this project. Also, Subrecipient assures and certifies that:

- A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized approving official of Subrecipient to act in connection with the application and to provide such additional information as may be required.
- B. It will comply with the Federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- C. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- D. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- E. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all State and local government officers and employees and applies to subrecipients.
- F. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.
- G. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.
- H. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

Article 3. GRANT AWARD COMPENSATION

- A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to Subrecipient.
- B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.

Project Director's Initials *JM* Date 9-1-23

- C. All payments will be made in accordance with the terms of the Grant Agreement.

The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Project, unless the Grant Agreement is amended as described in Article 5, Amendments and Modifications to Grant Agreement.

- D. To be eligible for reimbursement under the Grant Agreement, a cost must have been incurred in accordance with the Grant Agreement, within the time frame specified in the Period of Performance as stated in the Grant Agreement, attributable to work covered by the Grant Agreement, and which has been completed in a manner satisfactory and acceptable to the Department. Reimbursement is available only for costs that have been paid by Subrecipient. Under no circumstance will the Department provide up-front payments for costs not incurred and paid by Subrecipient.

Costs related to contractual fees require additional documentation in order to be eligible for reimbursement. Subrecipient must submit a copy of each contract, memorandum of understanding/agreement, rental/lease agreement prior to implementing the contract activity and allow sufficient time (minimum of three (3) weeks) for review and approval to ensure that services and products being provided are allowable expenses attributable to work covered by the Grant Agreement.

- E. For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 Travel costs). Refer to § 200.444 for more information on unallowable general costs of government.
- F. Per 2 CFR § 200.430 the rate law enforcement agencies pay for grant-funded overtime enforcement activities must be the same as the rate they pay for agency-funded overtime enforcement. Compensation must be paid in a manner consistent with the written policies of the employing entity, as long as it does not contradict 2 CFR Part 200.
- G. Payment of costs incurred under the Grant Agreement is further governed by 2 CFR Part 200 and 2 CFR Part 1201.
- H. For nonprofit organizations, Subrecipient must provide the most recent Form 990 (Return of Organization Exempt for Income Tax) submitted to IRS. Subrecipient must provide documentation of yearly salary or hourly pay and any other compensation, including fringe benefits, for each employee/position for which Subrecipient seeks reimbursement. Documentation of pay must be provided through a certified letter from the organization's Board Chair or President. Form 990 and the certified letter must be submitted with Subrecipient's signed Grant Agreement. Requests for compensation for pay raises, bonuses, and staff changes must be made in writing via email to the Department. The Department will review such requests and determine approval for reimbursement. The Department reserves the right to deny increased reimbursement for raises, bonuses, and staff changes.
- I. Subrecipient may request an Indirect Cost Rate for grants that are not enforcement related. Subrecipient must submit a copy of their Federally negotiated indirect cost rate. A non-federal Subrecipient that does not have a current Federally negotiated indirect cost rate, may submit a letter requesting a de minimis indirect cost rate of 10% of modified total direct costs which may be used indefinitely (2 CFR § 200.414(f)). Payment for indirect costs will not be made until the aforementioned documents have been received by the Department.
- Indirect cost references and information can be found in various parts of 2 CFR Part 200.
- J. Subrecipient will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before Subrecipient can demonstrate that funds for the corresponding portion of the matching requirement have been received by Subrecipient. **A match report and supporting documentation must be submitted with each reimbursement voucher; Subrecipient must also keep documentation related to matching funds in their project file.**
- K. Subrecipient agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Policy and Procedures Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. Subrecipient agrees to submit the final

Project Director's Initials Me Date 9-1-23

Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Period of Performance or **November 5**.

All grant funds must be encumbered by the end of the Period of Performance (**September 30**), complete with supporting invoices. At the end of the Period of Performance, any unexpended or unobligated funds shall no longer be available to Subrecipient. In no case shall Subrecipient be reimbursed for expenses incurred prior to the beginning or after the end of the Period of Performance.

- L. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- M. Grant Agreements supported with Federal or State funds are limited to the length of the Period of Performance specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, Subrecipient may apply for funding assistance beyond the initial Period of Performance. Preference for funding will be given to those projects for which Subrecipient has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.
- N. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, including this Grant Agreement, Subrecipient shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds provided for the project or program.

Article 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Period of Performance, the Department determines that there is insufficient funding to continue the project, the Department shall so notify Subrecipient, giving notice of intent to terminate the Grant Agreement, as specified in Article 12, Suspension or Termination.

Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT

The Grant Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment form designated by the Department. Any amendment must be executed by the parties within the Period of Performance specified in the Grant Agreement. Any proposed modifications or amendments to this Grant Agreement as defined in Article 6, Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Subrecipient's implementation of the proposed modification or amendment.

Any alterations, additions, or deletions to the Grant Agreement that are required by changes in Federal or State laws, regulations or directives are automatically incorporated on the date designated by the law, regulation or directive.

The Department may unilaterally modify this Grant Agreement to de-obligate funds not obligated by Subrecipient as of the close of the Period of Performance specified in this Grant Agreement. In addition, the Department may de-obligate funds in the event of termination of the Grant Agreement pursuant to Article 12, Suspension or Termination.

Article 6. ADDITIONAL WORK AND CHANGES IN WORK

If Subrecipient is of the opinion that any assigned work is beyond the scope of the Grant Agreement and constitutes additional work, Subrecipient shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise Subrecipient and a written amendment to the Grant Agreement will be executed according to Article 5, Amendments and Modifications to Grant Agreement, to provide compensation for doing this work on the

Project Director's Initials *JS* Date 9-1-23

same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If Subrecipient has submitted work in accordance with the terms of the Grant Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Grant Agreement, Subrecipient shall make such revisions as requested and directed by the Department. This will be considered additional work and will be paid for as specified in this Article.

If Subrecipient submits work that does not comply with the terms of the Grant Agreement, the Department shall instruct Subrecipient to make such revisions as are necessary to bring the work into compliance with the Grant Agreement. No additional compensation shall be paid for this work.

Subrecipient shall make revisions to the work authorized in the Grant Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by Subrecipient or any costs incurred by Subrecipient relating to additional work not directly associated with or prior to the execution of an amendment.

Article 7. REPORTING AND NOTIFICATIONS

Subrecipient shall submit performance reports using forms provided and approved by the Department as outlined in the Statement of Work and Special Conditions, Section 4, Reports and Deliverables.

Subrecipient shall promptly advise the Department in writing of events that will have a significant impact upon the Grant Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subrecipient personnel that will materially affect Subrecipient's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or Federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable Subrecipient to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

Article 8. RECORDS

Subrecipient agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Subrecipient shall make such records available at its office for the time period specified in the Grant Agreement. Subrecipient further agrees to retain such records for three (3) years from the date of final payment under the Grant Agreement, until completion of all audits, or until any pending litigation has been completely and fully resolved, whichever occurs last.

Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States, the General Accounting Office, the Virginia Office of the Secretary of Transportation, the Virginia Department of Motor Vehicles, the Virginia State Comptroller or the Virginia Auditor of Public Accounts shall have access to and the right to examine any and all books, documents, papers and other records (including computer records) of Subrecipient that are related to this Grant Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Subrecipient's personnel and program participants for the purpose of conducting interviews and discussions related to such documents. The Department's right to such access shall last as long as the records are retained as required under this Grant Agreement.

Article 9. CONFIDENTIALITY

Distribution of privileged information, as described at Va. Code § 46.2-208, to any third party is prohibited unless specifically provided for in this Agreement. If dissemination to a third party is allowed,

Project Director's Initials JK Date 9-1-23

Subrecipient shall only disseminate privileged information to third parties subject to the original purpose specified in this Agreement and consistent with Title 46.2 of the Code of Virginia. If Subrecipient is a federal, state, or local governmental entity, local government group self-insurance pool, law-enforcement officer, attorney for the Commonwealth, or court, or the authorized agent of any of the foregoing, Subrecipient certifies, by execution of this Agreement, that the information obtained will not be used for civil immigration purposes or knowingly disseminated to any third party for any purpose related to civil immigration enforcement.

Article 10. INDEMNIFICATION

Subrecipient, if other than a government entity, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the acts or omission of Subrecipient, its officers, agents or employees. Subrecipient, if other than a government entity, further agrees to indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any costs including, but not limited to, attorney fees and court costs, incurred by the Department in connection with any such claims or actions.

If Subrecipient is a government entity, both parties to the Grant Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 11. DISPUTES AND REMEDIES

Subrecipient shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by Subrecipient in support of Grant Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Director of the Virginia Highway Safety Office or his or her designee acting as final referee.

Article 12. SUSPENSION OR TERMINATION

The Department may suspend or terminate the Grant Agreement, in whole or in part, for cause if Subrecipient fails to fulfill its obligations under the Grant Agreement; fails to comply with any applicable Department policy or procedure or any applicable Federal, State or local law, regulation or policy; or fails to correct a violation of any such law, regulation, policy or procedure. This does not limit any other suspension or termination rights that the Department may have under State or Federal laws, regulations or policies.

The Grant Agreement shall remain in effect until Subrecipient has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- A. The Department suspends or terminates the Grant Agreement for cause and informs Subrecipient that the project is suspended or terminated immediately; or
- B. The Department determines that the performance of the project is not in the best interest of the Department and informs Subrecipient that the project is suspended or terminated immediately; or
- C. The Grant Agreement is suspended or terminated in writing with the mutual consent of both parties; or
- D. There is a written thirty (30) day notice to suspend or terminate by either party.

The Department shall compensate Subrecipient for only those eligible expenses incurred during the Period of Performance specified in the Grant Agreement which are directly attributable to the completed portion of the work covered by the Grant Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. Subrecipient shall not incur nor be reimbursed for any new obligations after the effective date of termination.

Article 13. SUBCONTRACTS

No portion of the work specified in the Grant Agreement shall be subcontracted without the prior written consent of the Department. In the event that Subrecipient desires to subcontract part of the work

Project Director's Initials JA Date 9-1-23

specified in the Grant Agreement, Subrecipient shall furnish the Department the names, qualifications and experience of their proposed subcontractors. For purposes of the Grant Agreement, subcontractor(s) shall include, but are not limited to, recipients of mini grants and parties to cooperative agreements and memoranda of understanding.

Subrecipient, however, shall remain fully responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the Grant Agreement. In any agreement entered into with a subcontractor, Subrecipient shall include or incorporate by reference all language contained in the Statement of Work and Special Conditions and in the General Terms and Conditions portions of this Highway Safety Grant Agreement, and the subcontractor shall agree to be bound by all requirements contained therein.

Article 14. NONCOLLUSION

Subrecipient certifies that its grant application was made without collusion or fraud, and it has not conferred on any public employee having official responsibility for the Highway Safety Grant process any loan, gift, favor, service or anything of more than nominal value, present or promised, in connection with its application. If Subrecipient breaches or violates this certification, the Department shall have the right to annul this Grant Agreement without liability.

Article 15. SUBRECIPIENT'S RESOURCES

Subrecipient certifies that it presently has adequate qualified personnel in its employment to perform the work required under the Grant Agreement, or that Subrecipient will be able to obtain such personnel from sources other than the Department. Subrecipient further certifies that it has the financial resources required to satisfy incurred costs whether or not such costs are eligible for subsequent reimbursement.

All employees of Subrecipient shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Subrecipient who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the project shall immediately be removed from association with the project.

Unless otherwise specified, Subrecipient shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 16. SUBRECIPIENT SEAT BELT USE

Subrecipient agrees to adopt and enforce an on-the-job seat belt use policy requiring all employees to wear a seat belt when operating any vehicle owned, leased or rented by Subrecipient, including police vehicles.

Article 17. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

Subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Article 18. PROCUREMENT AND PROPERTY MANAGEMENT

Subrecipient shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to the Grant Agreement in accordance with Virginia law and Department policies and procedures, provided that such laws, policies and procedures are not in conflict with Federal standards, as appropriate, in 2 CFR Part 200 and 2 CFR Part 1201.

In the event of conflict, such Federal standards shall apply unless Virginia law or Department policies or procedures impose stricter requirements than the Federal standards.

Project Director's Initials *Me* Date 9-1-23

Article 19. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Agreement shall become the sole property of the Commonwealth in accordance with Va. Code §2.2-2822 and Executive Memorandum 4-95. On request, Subrecipient shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed during the performance of the Grant Agreement.

Article 20. RESEARCH ON HUMAN SUBJECTS

Subrecipient shall comply with the National Research Act, Public Law 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by the Grant Agreement.

Article 21. ASSIGNMENT

The Grant Agreement shall not be assignable by Subrecipient in whole or in part without the written consent of the Department.

Article 22. NONDISCRIMINATION

- A. Subrecipient WILL COMPLY WITH ALL Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include, but are not limited to:
1. *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 2. *49 CFR Part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964*);
 3. *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
 4. *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 5. *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 *et seq.*), and *Title IX of the Education Amendments of 1972*, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
 6. *Section 504 of the Rehabilitation Act of 1973*, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and *49 CFR Part 27*;
 7. *The Age Discrimination Act of 1975*, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
 8. *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
 9. *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and *49 CFR Parts 37 and 38*;
 10. *Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high

Project Director's Initials



Date

9-1-23

and adverse human health or environmental effects on minority and low-income populations);
and

11. *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
12. *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
13. *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

B. The Subrecipient entity –

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, gender identity, sexual orientation or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any subrecipients, subgrantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs a through d, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program."

Project Director's Initials



Date

9-1-23

- C. Certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If Subrecipient has been cited for noncompliance with these laws, regulations or policies, Subrecipient will not be eligible to receive funding.

Article 23. DRUG-FREE WORKPLACE

Subrecipient certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103 – Federal grant recipients).

Article 24. BUY AMERICA ACT

Subrecipient will comply with the provisions of the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a Subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to the Secretary of Transportation for approval.

The National Highway Traffic Safety Administration (NHTSA) was granted a Buy America Act public interest waiver that became effective July 30, 2015, (Federal Register Vol. 80, No. 125, published June 30, 2015). This waiver allows a State or Subrecipient to purchase any manufactured product with a purchase price of \$5,000 or less, excluding a motor vehicle when the product is purchased using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code. The "National Traffic and Motor Vehicle Safety Act of 1966" defines a motor vehicle as a vehicle driven or drawn by mechanical power and manufactured primarily for use on public streets, roads, and highways, but does not include a vehicle operated only on a rail line. See 49 U.S.C. 30102(a)(6). Therefore, the purchase of foreign-made cars, motorcycles, trailers and other similar conveyances must be made with a waiver regardless of price.

Article 25. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to the Grant Agreement as follows:

- A. Subrecipient agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with Federal funds. In this regard, Subrecipient shall make good faith efforts, in accordance with 49 CFR Part 26, to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- B. Subrecipient and any subcontractor shall not discriminate on the basis of race, color, national origin, sex, disability, or age in the award and performance of agreements funded in whole or in part with Federal funds.

These requirements shall be included in any subcontract or subagreement. Failure to comply with the requirements set forth above shall constitute a breach of the Grant Agreement and, after the notification by the Department, may result in termination of the Grant Agreement by the Department or other such remedy as the Department deems appropriate.

Article 26. DEBARMENT AND SUSPENSION

- A. Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in covered transactions by any State or Federal department or agency or otherwise excluded by any Federal or State department or agency;

Project Director's Initials JA Date 9-1-23

2. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a Federal, State, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 4. Have not, within a three-year period preceding this Grant Agreement, had one or more Federal, State, or local transactions terminated for cause or default.
- B. Where Subrecipient is unable to certify to any of the statements in this Article, such Subrecipient shall attach an explanation to the Grant Agreement.
- C. Subrecipient is prohibited from making any subcontract or sub-award or permitting any subcontract or sub-award to any party that does not certify to Subrecipient that such party meets the requirements set forth in Section A., Items 1-4 of this Article. When requested by the Department, Subrecipient shall furnish a copy of such certification.
- D. Subrecipient shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive Federal grant funds, and, when requested by the Department, to furnish a copy of the certification.
- E. Subrecipient shall provide immediate written notice to the Department if at any time Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- F. Subrecipient agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

Article 27. POLITICAL ACTIVITY (HATCH ACT)

Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Article 28. FEDERAL LOBBYING CERTIFICATION

Subrecipient certifies to the best of his or her knowledge and belief that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the party to the Grant Agreement shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Congress.

Project Director's Initials JM Date 9-1-23

- D. Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was made or entered into. Submission of this certification is a prerequisite for entering into this Grant Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 29. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

No funds under this Grant Agreement will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Virginia General Assembly, except in presentation to the General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Virginia General Assembly.

Article 30. INTERPRETATION AND ENFORCEABILITY

In the event any terms or provisions of this Grant Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of any terms and provisions contained in this Grant Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Grant Agreement and the remedies available under the Code of Virginia. If Subrecipient is not a government entity, in the event the Department must initiate proceedings to enforce the terms and conditions of this Grant Agreement or seek redress for damages caused by Subrecipient's breach of this Grant Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorney fees, incurred in such proceedings.

Article 31. ADDITIONAL PROVISIONS

- A. Signature Authorized. Subrecipient's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay costs subsequently reimbursed and the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B. Headings. The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.

Project Director's Initials  Date 9-1-23

C. Notice. All notices, requests and demands shall be directed as follows:

To the Department: Virginia Department of Motor Vehicles
ATTENTION: Director, Virginia Highway Safety Office
Post Office Box 27412
Richmond, Virginia 23269-0001

To Subrecipient: _____

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or is deposited in the United States certified mail, return receipt requested, properly addressed and with postage prepaid.

Project Director's Initials

JL

Date

9-1-23

Staunton Region

August, 2023

Front Royal Alcohol Crash Statistics

Available Crash Data - Calendar Year	2019	2020	2021	2022
Alcohol Crashes	15	14	9	10
Alcohol Fatal Crashes	1			
Highest Time Period(s)	9:00pm - 11:59pm (100%)	No Alcohol Fatalities	No Alcohol Fatalities	No Alcohol Fatalities
Highest Day(s)	Thursday (100%)			
Highest Month(s)	June (100%)			
Alcohol Serious Injury Crashes	2	2	2	
Highest Time Period(s)	6:00pm - 8:59pm 9:00pm - 11:59pm (100%)	6:00pm - 8:59pm (100%)	6:00pm - 8:59pm Midnight - 2:59am (100%)	No Alcohol Serious Injuries
Highest Day(s)	Friday • Saturday (100%)	Monday • Saturday (100%)	Friday • Sunday (100%)	
Highest Month(s)	April • August (100%)	December • November (100%)	June • September (100%)	
Alcohol Injury Crashes	6	4	4	
Highest Time Period(s)	6:00pm - 8:59pm 9:00pm - 11:59pm (66%)	6:00pm - 8:59pm (50%)	Midnight - 2:59am (50%)	No Alcohol Injuries
Highest Day(s)	Saturday (67%)	Friday • Monday (50%)	Monday (50%)	
Highest Month(s)	August (33%)	December • March (50%)	April • August (50%)	



- Alcohol Fatal Interstate Crashes
- Alcohol Serious Injury Interstate Crashes

- Alcohol Fatal Non-interstate Crashes
- Alcohol Serious Injury Non-interstate Crashes

The blue gradient represents the density of all alcohol crashes.


This report was generated by the
Center for Geospatial Information Technology

JAG 9.1.23

**Front Royal Alcohol Crash Statistics****2021 Fatal Crashes - Calendar Year**

No fatal crashes occurred.

2022 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2021 Serious Injury Crashes - Calendar Year**2022 Serious Injury Crashes - Calendar Year**

No serious injury crashes occurred.

Street	Cross Street	Count
ROYAL AVE	STEELE AVE	1
LURAY AVE	KILBY DR	1

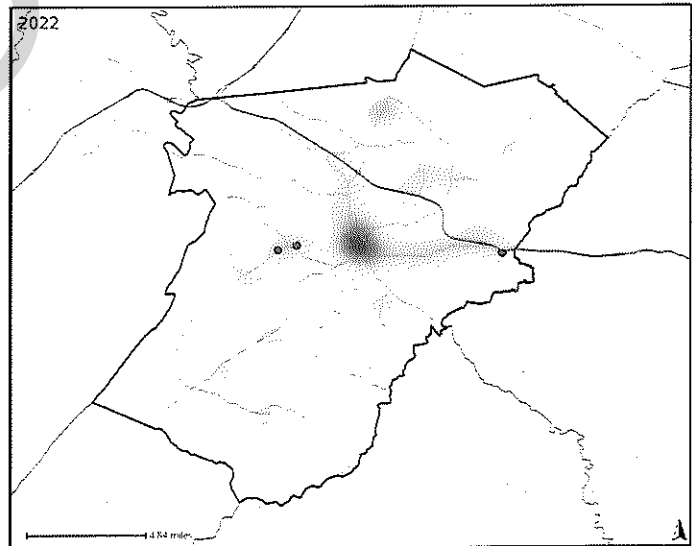
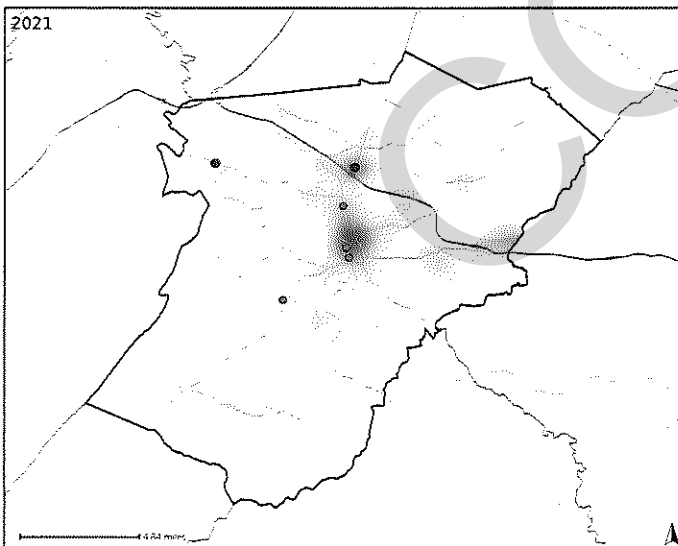
Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

Locations with equal crash counts are listed in random order in table and single crash locations may not be listed.

9-1-23

Warren County Alcohol Crash Statistics

Available Crash Data - Calendar Year	2019	2020	2021	2022
Alcohol Crashes	33	42	29	31
Alcohol Fatal Crashes	1		2	
Highest Time Period(s)	9:00pm - 11:59pm (100%)	No Alcohol Fatalities	9:00am - 11:59am 9:00pm - 11:59pm (100%)	No Alcohol Fatalities
Highest Day(s)	Thursday (100%)		Sunday - Wednesday (100%)	
Highest Month(s)	June (100%)		July - June (100%)	
Alcohol Serious Injury Crashes	4	7	4	3
Highest Time Period(s)	6:00pm - 8:59pm 9:00pm - 11:59pm (50%)	6:00pm - 8:59pm (43%)	3:00am - 5:59am 6:00pm - 8:59pm (50%)	3:00am - 5:59am 6:00pm - 8:59pm (66%)
Highest Day(s)	Saturday (50%)	Friday - Saturday (58%)	Sunday (50%)	Friday - Saturday (66%)
Highest Month(s)	April - August (50%)	November (43%)	January - June (50%)	February (67%)
Alcohol Injury Crashes	16	25	15	8
Highest Time Period(s)	9:00pm - 11:59pm Midnight - 2:59am (50%)	6:00pm - 8:59pm (28%)	6:00pm - 8:59pm (27%)	9:00pm - 11:59pm (50%)
Highest Day(s)	Saturday (44%)	Friday (36%)	Monday - Saturday (40%)	Saturday (50%)
Highest Month(s)	June (19%)	December - November (40%)	April - August (40%)	February - September (50%)



- Alcohol Fatal Interstate Crashes
- ⊕ Alcohol Serious Injury Interstate Crashes

- Alcohol Fatal Non-interstate Crashes
- ⊕ Alcohol Serious Injury Non-interstate Crashes

The blue gradient represents the density of all alcohol crashes.


 VIRGINIA TECH
 This report was generated by the
 Center for Geospatial Information Technology

Handwritten signature 9-1-23

Warren County Alcohol Crash Statistics

2021 Fatal Crashes - Calendar Year

Street	Cross Street	Count
STRASBURG RD		1
WINCHESTER RD	CROOKED RUN BLVD	1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

2022 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2021 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
ROYAL AVE	STEELE AVE	1
STONEWALL JACKSON HWY		1
SHENANDOAH AVE		1
LURAY AVE	KILBY DR	1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

2022 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
JOHN MARSHALL HWY		1
CATLETT MOUNTAIN RD	STOOTS LN	1
RIVERMONT DR		1

Mainline crash locations not included in table: 0
Intersection crash locations not included in table: 0

Locations with equal crash counts are listed in random order in table and single crash locations may not be listed.

JM 9-1-23

Virginia Crash Report

Date Range: 1/1/2022 to 9/1/2023

Region/PDC: Region: Staunton

The 2023 data contained in this report is preliminary and subject to change. Some crash information may not have been reported or finalized by Law Enforcement.

Jurisdiction: Warren County

Grouped By: Three Hour Window

Crashes Filtered By: Alcohol Related

Three Hour Window	2022			2023		
	Crashes	Fatalities	Injuries	Crashes	Fatalities	Injuries
Midnight - 2:59am	7	0	1	5	0	1
3:00am - 5:59am	1	0	2	3	0	2
6:00am - 8:59am	1	0	0	1	0	0
9:00am - 11:59am	0	0	0	1	0	0
Noon - 2:59pm	1	0	0	1	0	2
3:00pm - 5:59pm	1	0	0	2	0	3
6:00pm - 8:59pm	9	0	2	7	0	3
9:00pm - 11:59pm	11	0	5	6	0	7
Totals	31	0	10	26	0	18

9-1-23

Virginia Crash Report

Date Range: 1/1/2022 to 9/1/2023

Region/PDC: Region: Staunton

Jurisdiction: Warren County

Grouped By: Three Hour Window

Crashes Filtered By: Alcohol Related

The 2023 data contained in this report is preliminary and subject to change. Some crash information may not have been reported or finalized by Law Enforcement.

COPY

Report Created: 9/1/2023 11:24:42 AM

Execution Time: 0 minute(s), 8 second(s)

Page 2 of 2

JK 9-1-23

Virginia Crash Report

Date Range: 1/1/2022 to 9/1/2023

Region/PDC: Region: Staunton

The 2023 data contained in this report is preliminary and subject to change. Some crash information may not have been reported or finalized by Law Enforcement.

Jurisdiction: Warren County

Grouped By: Day Of Week

Crashes Filtered By: Alcohol Related

Day Of Week	2022			2023		
	Crashes	Fatalities	Injuries	Crashes	Fatalities	Injuries
Sunday	3	0	1	6	0	3
Monday	7	0	2	0	0	0
Tuesday	1	0	0	3	0	3
Wednesday	4	0	0	1	0	1
Thursday	2	0	0	9	0	8
Friday	6	0	2	3	0	3
Saturday	8	0	5	4	0	0
Totals	31	0	10	26	0	18

Report Created: 9/1/2023 11:23:26 AM

Page 1 of 2

Execution Time: 0 minute(s), 18 second(s)

JTG 9-1-23

Virginia Crash Report

Date Range: 1/1/2022 to 9/1/2023

Region/PDC: Region: Staunton

Jurisdiction: Warren County

Grouped By: Day Of Week

Crashes Filtered By: Alcohol Related

The 2023 data contained in this report is preliminary and subject to change. Some crash information may not have been reported or finalized by Law Enforcement.

COPY

Report Created: 9/1/2023 11:23:26 AM

Execution Time: 0 minute(s), 18 second(s)

Page 2 of 2

ATC 9-1-23



Regular Work Session Agenda Statement

Item #05

Meeting Date: September 11, 2023

Agenda Item: Request to Vacate portion of North Royal Ave and an alley between N. Royal Ave and Virginia Ave – Aaron Hike

Summary: The applicant is requesting vacation of 15,324.41 square feet of North Royal Ave and the alley between N. Royal Ave and Virginia Ave.

Public works offered the following comments on the vacation:

- (1) On the W. 16th Street side of the town alleyway there's a storm drain culvert that extends in the alleyway
- (2) An asphalt driveway for 101 W. 16th Street is located on a portion of the Town alleyway

Energy Services offered the following comments on the vacation:

- (1) The only issue is the location of a three-phase electrical line along the property on N. Royal Ave that will require an easement if the property is vacated.

Town Manager Comments:

- (1) Mr. Hike currently has a fence encroachment agreement with the Town for the alley he is requesting to vacate due to a fence being in the right of way. The agreement was established in May of 2021 and for a term of 5 years.
- (2) Mason/Randolph (1602 N. Royal Ave) has a lease agreement for a 413 square foot parking area on the right of way located on North Royal Ave.

The next steps in the vacation process:

- (1) Notify all adjoining property owners with a notice of 30 days
- (2) Advertise for a public hearing (October 23rd)

Budget/Funding: N/A

Staff Recommendation:

The Town Manager recommends moving forward with notifying adjoining property owners and holding a public hearing on October 23rd to fully evaluate the request for vacation.

SCALE: 1" = 50'	DATE: SEPT. 1, 2023	DRAWN BY: PMH
JOB: W20-80	PAPER SIZE 8.5" x 14"	SHEET: 1 OF 1

DRAWING FILE: ALLEY VACATION R1.dwg

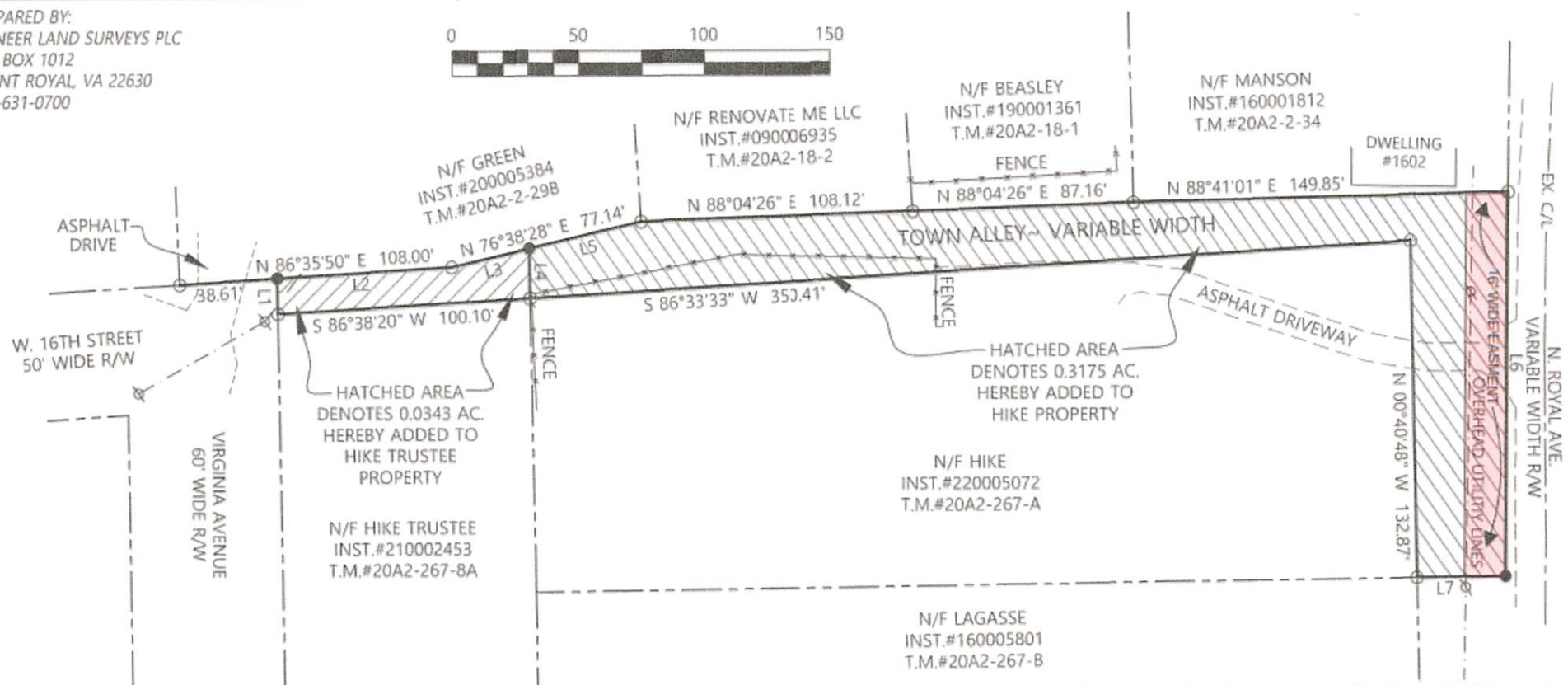
PREPARED BY:
PIONEER LAND SURVEYS PLC
P.O. BOX 1012
FRONT ROYAL, VA 22630
540-631-0700

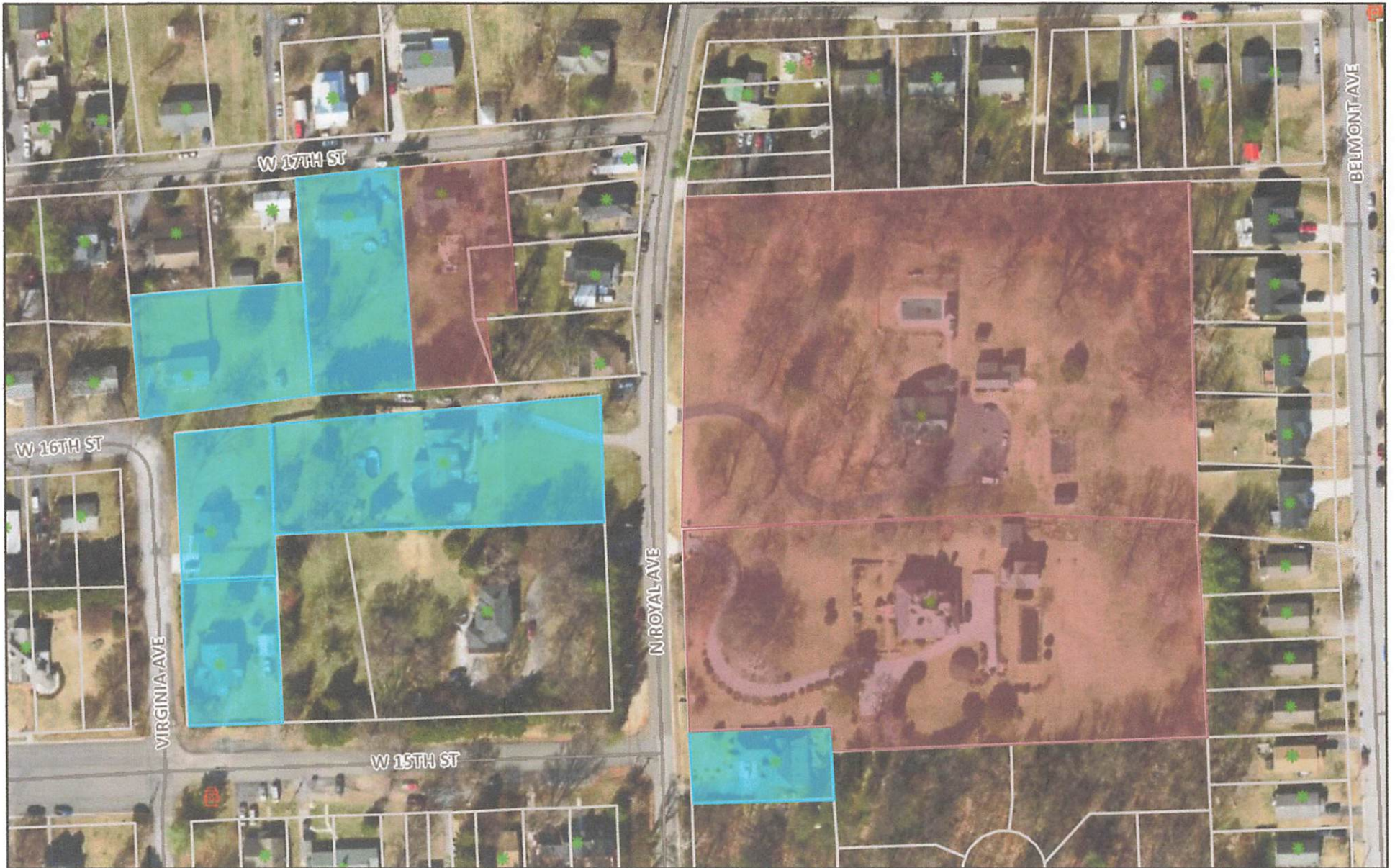
1. THE LAND BOUNDARY SHOWN HEREON IS BASED ON A CURRENT FIELD SURVEY.
2. NO TITLE REPORT WAS FURNISHED. THESE PROPERTIES ARE SUBJECT TO ANY ADDITIONAL EASEMENTS AND/OR COVENANTS THAT MAY NOT BE SHOWN HEREON.
3. ZONED: R-1

○ = IRON PIN FOUND
● = IRON PIN SET
⊗ = UTILITY POLE

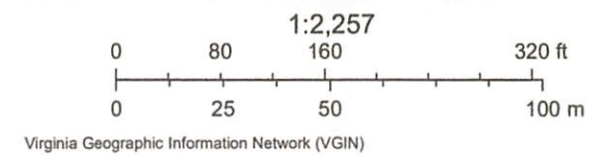


LINE	BEARING	DISTANCE
L1	N 00°38'53" W	14.08'
L2	N 86°35'50" E	69.39'
L3	N 76°38'28" E	31.45'
L4	N 00°38'53" W	19.60'
L5	N 76°38'28" E	45.69'
L6	S 00°52'36" W	151.60'
L7	S 89°20'48" W	35.53'





September 6, 2023



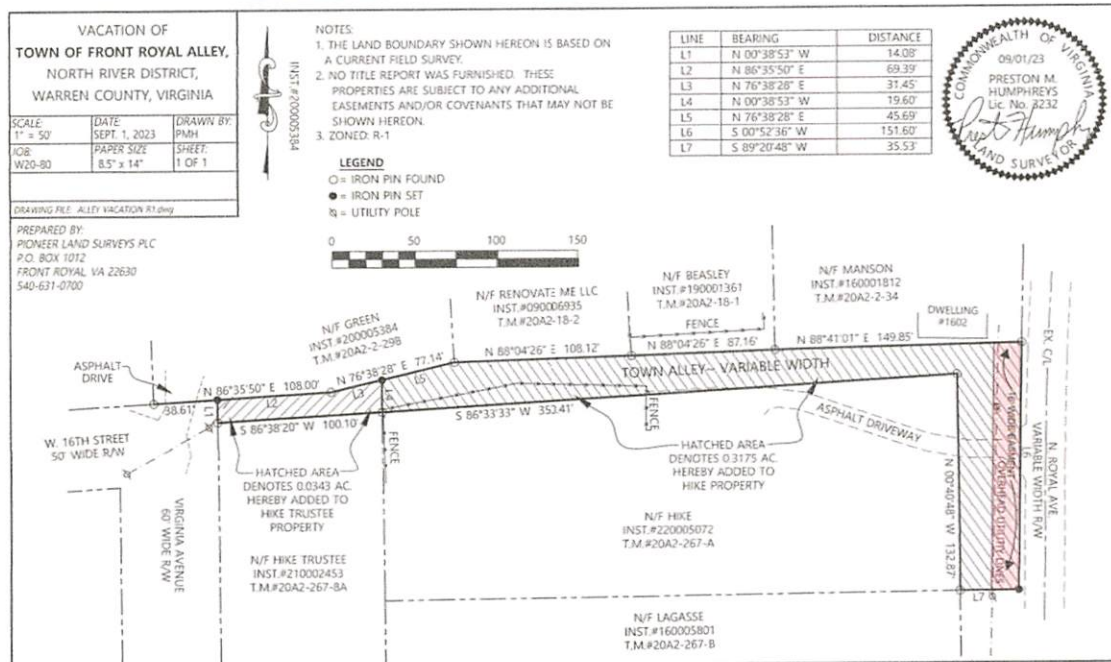
Aaron & Harmony Hike
1516 North Royal Ave.
Front Royal, VA. 22630
540-624-3095
Hikefamily4@gmail.com

September 6, 2023

Dear Council,

Thank you for considering vacation request application. My name is Aaron Hike and I have applied to have the alley located to the north side of my residence located at 1516 North Royal Ave. I have also applied to vacate a portion along the front of Royal Ave. as it is unusually wide and extends almost 50' past the pavement. I had initially asked for a fence encroachment for the front but was encouraged by the town to apply for vacation.

PLAT SHOWING ALLEY AND FRONT VACATION REQUEST



AERIAL VIEW OF ALLEY AND FRONT VACATION REQUEST



Description

Yellow: Our current property line

Red: Proposed Town vacation

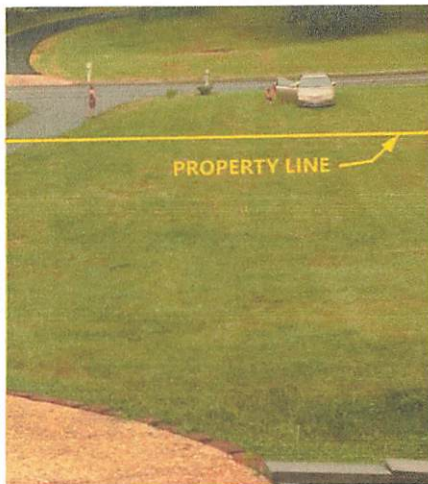
Blue: Planned future fence location

Black: Neighbor current property line (1602 N Royal Ave.)

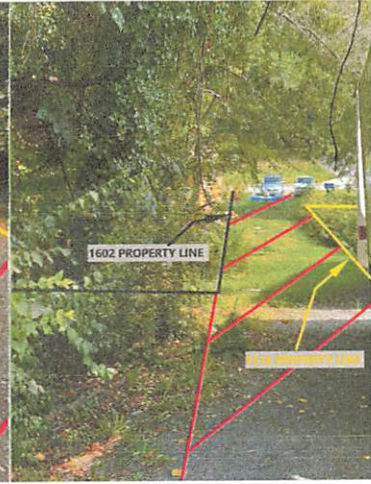
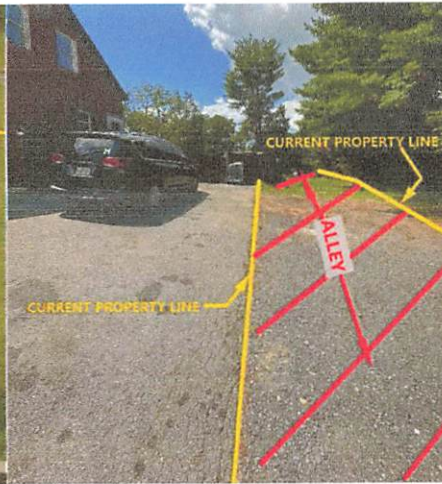
Reasons why we have requested the vacation

1. We maintain the majority of the alley.
2. Our rear yard fence was built partially on the town property and we would like to leave it there and not be forced to take it down as that would be very costly. We did not put up the fence and were unaware when we purchased the home that the fence encroached upon the town alley. Vacating and purchasing the alley would make this possible.
3. The alley comes right up to our driveway where we park our cars, 20 feet from what we use as our main entrance to our home, making our family feel unsafe as we enter and exit our vehicles.
4. We would like to extend our fence to the front offering our four children additional safety. In addition, the unusually wide road width in front of our property would mean the fence would be 50' back from the road and would look out of place.
5. No one uses the majority of the alley and there are no plans by the town to use it, or maintain it.
6. We feel this will be a safer situation for the neighbors as well, without having an unlit, unmaintained public alley way right in the middle of the neighborhood.
7. We built a home for our mother that lives at the exit of the alley and would like the children to go to and from to visit without it being a public alley.
8. This is a prime example of a pointless alley for the town that would generate revenue by vacating as well as reduce potential liability and maintenance.
9. We have had neighbors parking in front of our house in the oversized right of way. We recognize it is not our property but we pay to have it fertilized and maintained. Our neighbor made it a point to let us know it was not our property which created a disruptive experience for our children, who did not understand why littering and parked cars were in our front yard.

NEIGHBOR PARKING RIGHT OF WAY



ALLEY NEXT TO OUR HOUSE



Our support

We have gathered support and attached letters and submissions of surrounding neighbors and have several more that we will have for the hearing. Most have agreed to come to hearing to show support. Our neighbors do generally agree that they will feel safer with the public alley being private and agree that it is unused.

Our opposition

As far as we know, there will be only one neighbor to oppose the vacation on the alley. This neighbor lives directly next to the entrance of the alley and her property adjoins a portion of the alley. She very well may bring additional neighbors that do not have alley frontage to support her.

Her reasons that she will object to the approval of vacating the entire alley

1. She wants to park her cars at the entrance of the alley. She would argue that it is unsafe to use her gravel parking pad in front of her home off of the street.
2. She also wants her children to run and play in the alley adjacent to her yard/property as an extension of her yard.
3. She wants the entire alley herself

Our comments to her reasons

One: Parking

Ms. Randolph purchased her home and property with space to park beside her home and additional spaces in front of her home own by the town. Parking her cars in the entrance of the town alley is a want, not a need. She has parking spots available on the side of her home and in the front.

VIEW OF 1602 SHOWING AVAILABLE PARKING



Two: Children playing in alley

Ms. Randolph does have a large back yard (109ft by 75ft) that is her owned property that they use on a regular basis by her children. The alley sits at an elevated height from her back yard creating a natural separation between the two.

Three: She denied our offer to split alley 75/25% split in her favor.

- In 2020, we were approached by Town Management who informed us that Ms. Randolph brought to his attention that our fence was encroaching on the town alley property. We were given only 10 days to remove it, or the town would tear it down.
- Under advisement of town manager we submitted a request to vacate the alley, offering 75% to Ms. Randolph and 25% to us for her portion of the adjacent land.
- The Town Manager at the time said that a vacation of the town alley was denied as Ms. Randolph wanted the entire alley. Ms. Presley was able to facilitate an encroachment license for us for the time being so we could keep our fence.
- The Town Manager proceeded to grant Mrs. Randolph a lease that would allow her to park her cars at the entrance of the alley, for \$1 per year, and in turn, blocked the alley entrance.
- **We have records of this entire situation in emails and available upon request as supporting documentation.**

We feel that we negotiated in good faith on the first recommended attempt to vacate. We also feel that we were not given the opportunity to present our request to vacate to town council. This time, we are asking for the entire portion, including the front part of our yard that is also town property. We feel that if she were to keep the parking spots and we do purchase the alley, the entrance would to the purchased land would be blocked and we would not be able to build our fence as planned.

While we understand that the town property line is not ideal for her, due to past experience and being consistently unreasonable, we do not feel that offering any concession would be enough other than offering it all, and we are not willing to do that. We are open to council's recommendations and negotiating with council. We would like to follow the laws of governance, and hopefully vacate and purchase the property we are applying for. **We are not asking for the alley, we are asking for the opportunity to buy it.** In this position, an option could be, Ms. Randolph would be able to request to purchase land from us, which we would be amenable to, through an attorney or mediator and alleviate the town from having to be involved.

Other things to note:

The other neighbors that back up to the alley all have fences with over grown bushes and trees and have not used this property.

Our intention is to make a clean purchase and build a barrier that works for safety for our family without conceding or complicating the process, as this has been going on for many years.

Akil Green

101 W 16th St

Front Royal VA, 22630

September 3, 2023

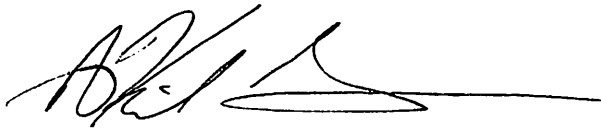
ALLEY VACATION

To: Town Council/Manager

My name is Akil Green and I own the house located at 101 W 16th St. My property adjoins the alley and I have the second longest alley frontage outside of Mr. Hike. I support Mr. Hikes vacation of said alley. The town does not and has not maintained this alley. The alley is not accessible on our end by the street as there is a substantial drop off. The next two properties on my side with alley frontage do not have access as they are both blocked in by trees and fenced. They both access their rear yards through the front of their properties. The alley is uncomfortably close (20 feet) to the front of my house. With no current or future use plans by the Town for the alley, I see no reason not to vacate and make this private property.

Akil Green

(804) 300-3500

A handwritten signature in black ink, appearing to read 'Akil Green', with a long horizontal line extending to the right.

Kisha Phillips

33 W. 15th Street

Front Royal, VA 22630

Dear Town of Front Royal/ Town Manager

My name is Kisha Phillips, and our family owns a property that is one home removed from the alley in question regarding the Hike Family vacate request that is adjacent to 1516 N. Royal Ave.

I was contacted by our neighbor Harmony Hike regarding her request to vacate the alley and purchase it so that she would be able to use that land for her fence that was installed by previous owners. I see no reason to not vacate this alley and allow it to be purchased privately.

I have always thought it was a curious thing to have the alley and secretly hoped that nothing would ever come of it. Converting this land to private property would give me peace of mind that there is no thru traffic tramping about. Further the town's efforts to vacate unused alleys as a whole and reduce the financial liability on residents is a good thing.

Signed,

Kisha Phillips

540-771-4596

Tracy.kisha@gmail.com

Michael & Leah Junk

1505 Virginia Avenue
Front Royal, VA 22630
M 540.631.4544
L 703.401.8527
ourjunkhome@comcast.net

August 25, 2023

Mr. Joseph Waltz
Front Royal Town Manager
PO Box 1560
Front Royal, VA 22630

Dear Mr Waltz,

We are writing to give our views on converting the alley that runs between North Royal Avenue and Virginia Avenue that ends at the corner of Virginia Avenue and West 16th Street. There is a proposal to the Town of Front Royal to vacate the alley and sell the land to Aaron and Harmony Hike.

Our home at 1505 Virginia Avenue directly borders on the alley from the corner of Aaron and Harmony Hike's property to West 16th Street. Our home was completed in November of 2020 and we have lived here since that date.

We have had safety concerns about the alley from the beginning. It is not comfortable knowing that anyone can could down the alley and be behind our home out of our sight. It appears that much of the alley has not been maintained allowing potential for an overgrown snake infested area. I myself have cut the grass on part of the alley many times. Additionally, there is no lighting on the alley which contributes to our safety concerns. For these reasons we hope you will vacate the alley and allow it to be sold to the Hike's.

We are aware and in full support that the Hike Family also hopes to acquire the land directly in front of their house giving them the ability to keep neighbors from parking and playing directly in front of their home. This would stop all unwanted access thereby making the area safer and more secure for their children. In addition, by adding a fence to contain their full front yard would further ensure the Hike children's security around their home.

Sincerely,

Michael & Leah Junk



VACATION OF STREETS AND ALLEY and OTHER TOWN RIGHTS-OF-WAYS APPLICATION

APPLICANT INFORMATION

(please print)



Name Aaron Hike

Mailing Address 1516 N Royal Ave

Phone # 540-683-1923 E-mail Hikeconstruction@gmail.com

VACATION INFORMATION

Description (please select all that apply)

☐ Street/Portion of Street

☒ Alley/Portion of Alley

☐ Other (please specify) _____

Location Portion of Alley between N Royal and Va ave in line with 16th st. that is unimproved + unmaintained

Reason for request Alley disputes between neighbors, adjoining owners are on board with vacation.

☒ Current Plat Attached Showing Property to be Vacated

Applicant's Signature

Date 7-26-23

Completed application shall be returned by mail or delivery to:

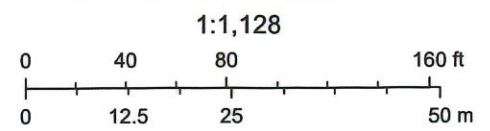
Town Manager's Office, Town Hall, 102 E. Main Street, P.O. Box 1560, Front Royal, VA 22630

Additional Information: Town Manager's Office (540)635-8007, Monday-Friday, 8:00am – 5:00pm

Revised 8/5/2020



July 27, 2023



PUBLIC WORKS COMMENTS FROM ROBBIE BOYER:

	Date	Entered By	Note	
	08/10/2023	Boyer, Robert B.	On the W. 16th St side of the town alleyway there's a storm drain culvert the extends into the alleyway. It looks like part of the asphalt driveway for 101 W. 16th St is located on a portion of the town alleyway.	

ENERGY SEREVICES COMMENTS:

MARY LYNN:

	Date	Entered By	Note	
	08/01/2023	Lynn, Mary	No concerns from the Department of Energy Services.	

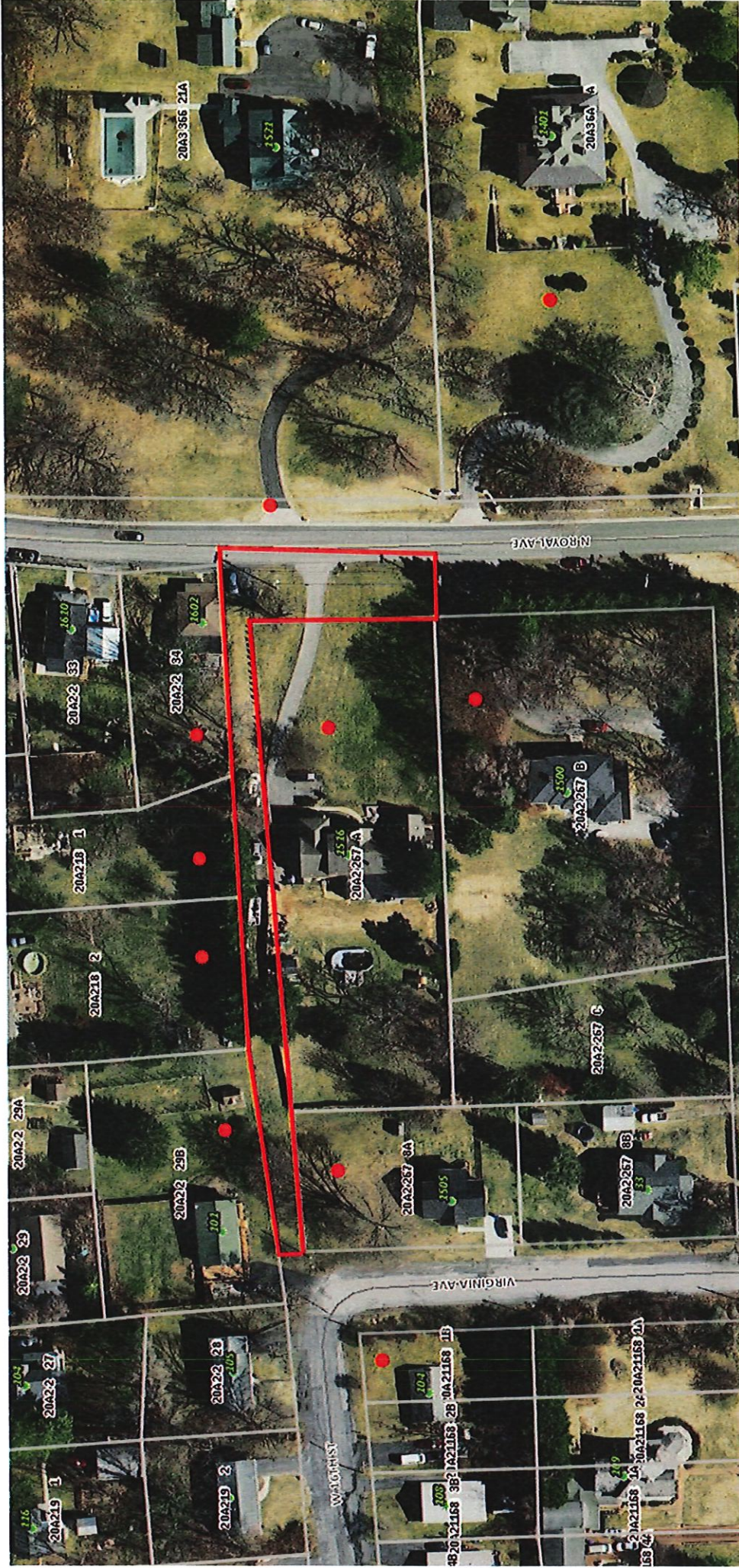
CAREY SAFFELLE: NO COMMENTS







2300498 – ALLEY VACATION – AARON HIKE – 15116 N ROYAL AVENUE





1521 N ROYAL AVE

Property Details

Current Owner

Name: BUTLER DAVID E & JEAN A

Mailing Address: 1521 N ROYAL AVE N/A
FRONT ROYAL, VA 22630

Physical Address: 1521 N ROYAL AVE
FRONT ROYAL, VA 22630

Tax Map #: 20A3 366 21A

Account #: 9885

Total Acres (Includes all Sublots): 4.2529

Zoning: R-1

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: PAR 21 BL 66 & L
1,2,3

Instrument Type and Year: LR 2016

Deed Book No: N/A

Legal Description 2: BL 69, L
18,19,20 BL 66,

Instrument Number: 6460

Deed Book Page: 0

Legal Description 3: & UNIMP 16TH
ST LR17-6961

Slide Number: 282

Will Book No: N/A

Legal Description 4: N/A

Slide Index: B

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
\$196,300	\$589,200	\$785,500

Grantor	Sale Price	Sale Date
LEVY JANE D/NEVILLE JOSEPH DENNY	\$503,100	12/6/2016

Number of Parcels Involved in Sale

1



1401 N ROYAL AVE

Property Details

Current Owner

Name: MANNIS LUTHER & SHARON ANN

Mailing Address: 1401 N ROYAL AVE N/A
FRONT ROYAL, VA 22630

Physical Address: 1401 N ROYAL AVE
FRONT ROYAL, VA 22630

Tax Map #: 20A36A A

Account #: 10004

Total Acres (Includes all Sublots): 2.92

Zoning: R-3

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Commercial/Industrial

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: TRACT A WM E
CARSON EST

Instrument Type and Year: LR 2017

Deed Book No: N/A

Legal Description 2: (RESUB
PARCEL D-E & PT R)

Instrument Number: 223

Deed Book Page: 0

Legal Description 3: ALSO 20 FT
ALLEY DB 484-873

Slide Number: N/A

Will Book No: N/A

Legal Description 4: N/A

Slide Index: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
\$163,000	\$730,400	\$893,400

Grantor	Sale Price	Sale Date
BERGIDA MARVIN M	\$550,000	1/17/2017

Number of Parcels Involved in Sale

1



1500 N ROYAL AVE

Property Details

Current Owner

Name: LAGASSE FRANK E & ANITA C

Mailing Address: 1500 N ROYAL AVE N/A
FRONT ROYAL, VA 22630

Physical Address: 1500 N ROYAL AVE
FRONT ROYAL, VA 22630

Tax Map #: 20A2 267 B

Account #: 9134

Total Acres (Includes all Sublots): 1.177

Zoning: R-1

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: L B B67

Legal Description 2: N/A

Legal Description 3: N/A

Legal Description 4: N/A

Instrument Type and Year: LR 2016

Instrument Number: 5801

Slide Number: N/A

Slide Index: N/A

Deed Book No: N/A

Deed Book Page: 0

Will Book No: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
\$86,300	\$500,200	\$586,500
Grantor	Sale Price	Sale Date
MABRY RONALD L & SANDRA S	\$405,000	11/2/2016

Number of Parcels Involved in Sale

2



1516 N ROYAL AVE

Property Details

Current Owner

Name: HIKE AARON L & HARMONY F

Mailing Address: 1516 N ROYAL AVE N/A
FRONT ROYAL, VA 22630

Physical Address: 1516 N ROYAL AVE
FRONT ROYAL, VA 22630

Tax Map #: 20A2 267 A

Account #: 9133

Total Acres (Includes all Sublots): 1.00

Zoning: R-1

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: LA RESUB OF 67 **Instrument Type and Year:** LR 2022 **Deed Book No:** N/A

Legal Description 2: N/A **Instrument Number:** 5072 **Deed Book Page:** 0

Legal Description 3: N/A **Slide Number:** N/A **Will Book No:** N/A

Legal Description 4: N/A **Slide Index:** N/A **Will Book Page:** 0

Valuation & Sales

Land	Improvements	Total Value
\$80,500	\$436,500	\$517,000

Grantor	Sale Price	Sale Date
HIKE AARON L	N/A	8/16/2022

Number of Parcels Involved in Sale

1



1505 VIRGINIA AVE

Property Details

Current Owner

Name: HIKE AARON TRUSTEE

Mailing Address: 417 N ROYAL AVE N/A
FRONT ROYAL, VA 22630

Physical Address: 1505 VIRGINIA AVE
FRONT ROYAL, VA 22630

Tax Map #: 20A2 267 8A

Account #: 31408

Total Acres (Includes all Sublots): .3614

Zoning: R-1

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: PAR A RESUB L 8
& 9

Instrument Type and Year: LR 2021

Deed Book No: N/A

Legal Description 2: FR RIV IMP CO

Instrument Number: 2453

Deed Book Page: 0

Legal Description 3: LR03-12738

Slide Number: N/A

Will Book No: N/A

Legal Description 4: N/A

Slide Index: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
\$51,800	\$268,200	\$320,000

Grantor	Sale Price	Sale Date
JUNK MICHAEL & LEAH/HIKE AARON	\$48,000	3/19/2021

Number of Parcels Involved in Sale

1



104 W 16TH ST

Property Details

Current Owner

Name: BAGGARLY JENNIE B

Mailing Address: 104 W 16TH ST N/A
FRONT ROYAL, VA 22630

Physical Address: 104 W 16TH ST
FRONT ROYAL, VA 22630

Tax Map #: 20A21168 1B

Account #: 9518

Total Acres (Includes all Sublots): .275

Zoning: R-1

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: L1B-2B B68
BORDEN SUB

Instrument Type and Year: WF 2005

Deed Book No: N/A

Legal Description 2: N/A

Instrument Number: 44

Deed Book Page: 0

Legal Description 3: N/A

Slide Number: N/A

Will Book No: N/A

Legal Description 4: N/A

Slide Index: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
\$46,000	\$139,200	\$185,200

Grantor	Sale Price	Sale Date
BAGGARLY WILFRED ET UX	N/A	4/5/2005

Number of Parcels Involved in Sale

1



101 W 16TH ST

Property Details

Current Owner

Name: GREEN AKIL M

Mailing Address: 101 W 16TH ST N/A
FRONT ROYAL, VA 22630

Physical Address: 101 W 16TH ST
FRONT ROYAL, VA 22630

Tax Map #: 20A2 2 29B

Account #: 9128

Total Acres (Includes all Sublots): .55

Zoning: R-1

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: PAR C FRED S
JORDON LAND

Instrument Type and Year: LR 2020

Deed Book No: N/A

Legal Description 2: N/A

Instrument Number: 5384

Deed Book Page: 0

Legal Description 3: N/A

Slide Number: N/A

Will Book No: N/A

Legal Description 4: N/A

Slide Index: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
\$51,800	\$224,400	\$276,200

Grantor	Sale Price	Sale Date
DAVIS REBEKAH L	\$230,000	8/17/2020

Number of Parcels Involved in Sale

1



28 W 17TH ST

Property Details

Current Owner

Name: RENOVATE ME

Mailing Address: 8006 ALGARVE ST N/A
MCLEAN, VA 22102

Physical Address: 28 W 17TH ST
FRONT ROYAL, VA 22630

Tax Map #: 20A218 2

Account #: 9574

Total Acres (Includes all Sublots): .550

Zoning: R-1

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: L 2 DIV OF THE
LAND OF

Instrument Type and Year: LR 2009

Deed Book No: N/A

Legal Description 2: RICHARD J
SMITH

Instrument Number: 6935

Deed Book Page: 0

Legal Description 3: N/A

Slide Number: N/A

Will Book No: N/A

Legal Description 4: N/A

Slide Index: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
\$51,800	\$203,900	\$255,700

Grantor	Sale Price	Sale Date
ALIFF ALLISON	N/A	12/1/2009

Number of Parcels Involved in Sale

1



20 W 17TH ST

Property Details

Current Owner

Name: BEASLEY BRETT ALEXANDER &

Mailing Address: 20 W 17TH ST N/A
FRONT ROYAL, VA 22630

Physical Address: 20 W 17TH ST
FRONT ROYAL, VA 22630

Tax Map #: 20A218 1

Account #: 9573

Total Acres (Includes all Sublots): .573

Zoning: R-1

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: L 1 DIV OF THE
LAND OF

Instrument Type and Year: LR 2019

Deed Book No: N/A

Legal Description 2: RICHARD J
SMITH

Instrument Number: 1361

Deed Book Page: 0

Legal Description 3: N/A

Slide Number: N/A

Will Book No: N/A

Legal Description 4: N/A

Slide Index: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
\$51,800	\$294,400	\$346,200

Grantor	Sale Price	Sale Date
LAMB CHRISTOPHER ALAN &	\$234,000	4/1/2019

Number of Parcels Involved in Sale

1



1602 N ROYAL AVE

Property Details

Current Owner

Name: MANSON JOSEPH T JR

Mailing Address: 1602 N ROYAL AVE N/A
FRONT ROYAL, VA 22630

Physical Address: 1602 N ROYAL AVE
FRONT ROYAL, VA 22630

Tax Map #: 20A2 2 34

Account #: 9132

Total Acres (Includes all Sublots): 0.258

Zoning: R-1

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: L34 ANDERSON
EDMONDS

Instrument Type and Year: LR 2016

Deed Book No: N/A

Legal Description 2: N/A

Instrument Number: 1812

Deed Book Page: 0

Legal Description 3: N/A

Slide Number: N/A

Will Book No: N/A

Legal Description 4: N/A

Slide Index: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
\$40,300	\$242,100	\$282,400

Grantor	Sale Price	Sale Date
DIXON DAVID	\$175,000	4/25/2016

Number of Parcels Involved in Sale

1



Regular Work Session Agenda Statement

Item # 06

Meeting Date: September 11, 2023

CLOSED MEETING

Motion to go into Closed Meeting

[to be approved by affirmative recorded vote, with motion set forth in detail in the minutes]

I move that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purpose:

- 1) pursuant to §2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, more specifically, the Clerk of Council; and,
- 2) pursuant to Section 2.2-3711(A)(7) of the Code of Virginia, consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, more specifically, Town of Front Royal v. Front Royal Warren County EDA, et al

Motion to Certify Closed Meeting at its Conclusion

[At the conclusion of the Closed Meeting, immediately re-convene in open meeting and take a roll call vote on the following:]

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