TOWN COUNCIL WORK SESSION

Monday, January 27, 2014 @ **6:00 p.m.**

Warren County Government Center

1. CLOSED MEETING – 1) Disposition of Publicly Held Property, 2)Consultation with Legal Counsel and 3)Acquisition of Real Property for a Public Purpose

Motions to Go Into Closed Meeting

1) I move that Council convene and go into Closed Meeting for the purpose of discussion or consideration of the disposition of publicly held real property, specifically, the former Town Hall property, where discussion in an Open Meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711 A. 3. of the Code of Virginia.

2) I move that Council convene and go into Closed Meeting pursuant to Virginia Code § 2.2-3711.7 for the purpose of consultation with legal counsel employed or retained by a public body regarding specific legal matters, specifically, the Afton Inn property and the former Town Hall Property, requiring the provision of legal advice by such counsel.

3) I move that Council convene and go into Closed Meeting for the purpose of discussion or consideration of the acquisition of real property for a public purpose, specifically, real property to be used in conjunction with a future public right of way, where discussion in an Open Meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711 A. 3. of the Code of Virginia.

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

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

WORK SESSION TO BEGIN AT 6:00PM

TOWN OF FRONT ROYAL, VIRGINIA
TOWN COUNCIL MEETING
Monday, January 27, 2014 @ 7:00 p.m.
Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of the Regular Council Meeting minutes of January 13, 2014.
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
   a. Report of special committees or Town officials and Town Manager.
      1. Report from EDA– Jennifer McDonald
   b. Requests and inquiries of Council members.
   c. Report of the Mayor
   d. Proposals for addition/deletion of items to the Agenda.

*7. **CONSENT AGENDA ITEMS** – **(ROLL CALL VOTE REQUIRED) - NONE**

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

8. **PUBLIC HEARING** – Memorandum of Agreement with EDA that Incorporates a Land Exchange Agreement between the EDA and Afton Inn, LLC

9. **COUNCIL APPROVAL** – Budget Amendment and Purchase of Telephone System

10. **CLOSED MEETING** – Personnel Matter – Community Development Director Position

Town of Front Royal, Virginia
Council Agenda Statement

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Item No. 8

Meeting Date: January 27, 2014

Agenda Item: PUBLIC HEARING – Memorandum of Agreement with EDA that Incorporates a Land Exchange Agreement between the EDA and Afton Inn, LLC.

Summary: Council is requested to approve a Memorandum of Agreement (MOA) with the Economic Development Authority (EDA) that incorporates a Land Exchange Agreement between the Economic Development Authority (EDA) and Afton Inn, LLC. as presented.

Budget/Funding: None

Attachments: Proposed MOA and Land Exchange Agreement

Meetings:

Staff Recommendation: Approval ✓ Denial______

Proposed Motion: **I move that Council approve a Memorandum of Agreement (MOA) with the Economic Development Authority (EDA) that incorporates a Land Exchange Agreement between the Economic Development Authority (EDA) and Afton Inn, LLC. as presented.**

ROLL CALL VOTE REQUIRED

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

Approved By: SB

DRAFT

THIS MEMORANDUM OF AGREEMENT ("AGREEMENT" or "MOA") is made as of this day of ______________, ~~2013~~2014, by and between THE TOWN OF FRONT ROYAL, VIRGINIA, a Virginia Municipal Corporation and political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "Town", party of the first part, and the ECONOMIC DEVELOPMENT AUTHORITY , a political subdivision of the Town of Front Royal and the County of Warren as authorized by the Commonwealth of Virginia, party of the second part, hereinafter referred to as the "EDA".

WHEREAS, Afton Inn, LLC, a Virginia limited liability company, is the owner of the real property located within the Town of Front Royal, County of Warren, Virginia 22630 (hereinafter, the "Town") at the intersection of East Main Street and Crescent Street with an official property address of 2 East Main Street, Town of Front Royal, Warren County, Virginia, 22630, also known as Tax Map 20A8 4 14, upon which is located a structure commonly known as the "Afton Inn", or as the "Afton Inn Hotel", and is hereinafter referred to as the "Afton Inn" or "Afton Inn property".

WHEREAS, the Town is the owner of that real property between Union Street and North Royal Avenue improved by building situate located at 16 North Royal Avenue, Town of Front Royal, Warren County, Virginia 22630, formerly being the Town Hall for the Town of Front Royal, situate between the Front Royal United Methodist Church and the First Baptist Church of Front Royal, as well as a two story building immediately to the west (rear) of the former Town Hall, both of which buildings are hereinafter referred to as the "Town Hall", or "Town Hall property".

WHEREAS, the Town is also owner of a parking lot on the west side of Union Street between the Maddox Funeral Home and the First Baptist Churh of Front Royal, which said parking lot is not included as a part of the Town Hall property to be exchanged pursuant to this Agreement.

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WHEREAS, Afton Inn and the Town wish to exchange their properties under the terms and conditions set forth herein.

WHEREAS, in accordance with the express authority granted by the in Virginia Code § 15.2- 4901, the EDA has been formed by ordinances of the Town and the County of Warren, Virginia, among other things, for the purposes of inducing commercial enterprises to locate and remain in the Commonwealth of Virginia and for developing trade, increasing commerce, and promoting industry, and the safety, health, welfare, convenience, and prosperity of the inhabitants of the Commonwealth, which powers shall be exercised for the benefit of said inhabitants.

WHEREAS, all parties hereto wish to see the Afton Inn property ultimately put to a use, especially economic development, that especially benefits to the maximum degree the inhabitants of the Town of Front Royal and the County of Warren, and the parties agree that under the statutory framework applicable to the parties, and given the parameters given the EDA as to how the EDA might be able to deal with the Afton Inn property as set forth in this MOA, the parties agree that economic development of the Town and County and the public benefit and common good will be more timely and accurately served by allowing the EDA to select the ultimate owner and user of the Afton Inn property

WHEREAS, Virginia Code § 15.2- 953 expressly provides that any locality may make gifts, donations and appropriations of public funds, of personal property or of any real estate and donation to industrial development authorities, such as the EDA, for the purposes of promoting economic development.

NOW, THEREFORE, WITNESSETH, to that end, and in consideration of the premises and the mutual covenants contained herein, the Town and EDA agree as follows:

1. Provided that Afton Inn, LLC, has agreed, in a legally binding agreement, to deed the Afton Inn property to the EDA as set forth in paragraph no. 2 below, the Town will deed, by deed of gift with special warranty of title, the Town Hall property to the EDA, in accordance with the terms and conditions of that certain Land Exchange Agreement (the "Land Exchange Agreement") between Afton Inn, LLC, and the EDA, including the Restrictive Covenants

contained therein, which Land Exchange Agreement is attached hereto and incorporated by reference herein and made a part hereof.

2. Paragraph no. 1 above is conditioned upon the condition that Afton Inn, LLC, has agreed, in a legally binding agreement, to deed, by deed of general warranty of title, the Afton Inn property to the EDA, in accordance with the terms and conditions of said Land Exchange Agreement.

3. The Afton Inn property is in close physical proximity and next door to the current Town Administration Building located at 102 East Main Street, Town of Front Royal, Virginia. The Town has clearly identifiable interests in the use to be made, and the appearance, of the Afton Inn property, as the General Assembly has recognized, among other places, in Virginia Code § 15.2- 1801. Therefore, the parties agree that EDA will not convey the Afton Inn property to any party to be used for any purpose ("future purpose") not approved in writing by the Town Council of the Town ("Town Council") not less than forty five (45) days in advance of said conveyance, said approval to not unreasonably be withheld. Further, the parties agrees that no deed or lease or other written instrument or document concerning the future use of the Afton Inn property by any party ("future use document"), whether improved by the current structure or to become improved by a new structure or no structure, or whether the property is to become unimproved, shall have any legal force or effect or validity, unless said future use document shall contain written restrictions and conditions concerning the permissible uses and external appearances of said Afton Inn property which are approved in writing by Town Council not less than forty five (45) days in advance of execution of said future use document, which approval shall not unreasonably be withheld, which said future use document shall be recorded among the land records of the County of Warren. EDA shall, and shall be responsible for, giving the Town timely notice in writing of such future purpose and future use document.

4. During the EDA's ownership of the Afton Inn property the Town will be responsible for the payment of any and all repairs, maintenance, upkeep and insurance policies for the Afton Inn property incurred by the EDA, provided the Town has agreed in writing to the incurring of

such expenses by the EDA, and shall pay any invoices therefor within thirty (30) days of receipt of such invoices from the EDA, or its vendors.

~~4.~~5. Upon sale or lease of the Afton Inn property, the proceeds therefrom will be paid over by the EDA to the Town, subject to the following in paragraphs ~~4~~5.A., ~~4~~5.B., 5.C. and ~~4.C~~5.D.~~,~~ below:

A. EDA shall pay for, or cause for the payment of at the expense of some party other than the Town, the release of any deeds of trust or other monetary liens encumbering the Afton Inn property, if any such shall remain, and for the Virginia grantor's tax on the deed of conveyance, if such should at the time be applicable. In addition, EDA shall be obligated to pay for all legal fees, if any, for attorneys representing EDA who have been retained by EDA, if any.

B. Town shall not be obligated to pay for any cost, fees, or expenses relative to the sale, conveyance, transfer of, or the settlement of Closing on the Afton Inn property by the EDA to any party.

C. No realtor's or broker's or similar fees or commissions will be paid by the Town, as no realtor has been used or employed by the Town or on the Town's behalf in conjunction with this transaction.

D. EDA shall be entitled to retain from the sales proceeds an amount equal to any sums it has paid without reimbursement from the Town during its ownership of the Afton Inn property for documented expenses relating to the ownership, management, maintenance, repairs, and marketing for sale or lease of the Afton Inn property.

~~5~~6. Each party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. The parties agree to use their best efforts in cooperation to carry out the intent of this Agreement.

~~6~~7. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, as the parties shall be deemed to have jointly prepared this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

~~7~~8. Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

~~8~~9. All representations and warranties made herein are intended to survive all settlement closings on the Afton Inn property and shall not be merged in the deed unless otherwise stated in this Agreement.

~~9~~10. This Agreement contains the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

~~10~~11. Notice, demand, or other communication mandated by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally at the address stated below.

~~11~~12. This Agreement may be executed in two (2) or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

~~12~~13. All aspects of this Agreement shall be governed by the laws of the Commonwealth of Virginia.

~~13~~14. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

~~14~~15. Any notice or demand under this Agreement shall be in writing and sent by (a) registered or certified mail, return receipt requested, postage prepaid, (b) by recognized overnight courier service such as Federal Express, as follows, or (c) by facsimile transmission as long as a copy is sent by the methods described in clauses (a) or (b).

Notice to EDA:

Executive Director
Economic Development Authority
404 Kendrick Lane
Front Royal, VA 22630

Notice to Town:

Town Manager
Town of Front Royal
102 East Main Street
Front Royal, VA 22630

Any such notice or demand shall be deemed given three (3) days after same has been deposited in the United States mail as aforesaid, or the next business day after deposited with a recognized overnight courier. Either party by notice to the other in accordance with the above, may designate a substitute address for such notice or demand and thereafter such substitute address shall be used for the giving of notice or demand.

WITNESS the following:

[SIGNATURES AND ACKNOWLEGEMENTS NEXT TWO PAGES FOLLOWING]

"TOWN"

Town of Front Royal, Virginia,
a Municipal Corporation

ATTEST:

____________________ **By:** ____________________

Jennifer E. Berry, **Timothy W. Darr, Mayor**
Clerk of Council

STATE OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

The foregoing instrument was acknowledged before me this ____day of ______________,
~~2013~~2014, by Timothy W. Darr, Mayor of the Town of Front Royal, Virginia, a Municipal Corporation, on behalf of said municipal corporation.

____

Notary Public

Registration No: ______________________

"EDA"
A Political Subdivision
of the Town of Front Royal
and The County of Warren as
authorized by the Commonwealth of Virginia.

By: ______________________________
Patricia S. Wines, Chairman

STATE OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

The foregoing instrument was acknowledged before me this ________ day of ______________, ~~2013~~ 2014 by Patricia S. Wines, Chairman, on behalf of the EDA.

____
Notary Public
Registration No: ___________________________

DRAFT

LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT ("AGREEMENT") is made as of this day of ______________, ~~2013~~2014, by and between AFTON INN, L.L.C. , a Virginia Limited Liability Company; party of the first part, hereinafter referred to as "Afton Inn, L.L.C.", and the ECONOMIC DEVELOPMENT AUTHORITY , a political subdivision of the Town of Front Royal and the County of Warren as authorized by the Commonwealth of Virginia, party of the second part, hereinafter referred to as the "EDA".

WHEREAS, Afton Inn, L.L.C. is the owner of the real property located within the Town of Front Royal, County of Warren, Virginia 22630 (hereinafter, the "Town") at the intersection of East Main Street and Crescent Street with an official property address of 2 East Main Street, Town of Front Royal, Warren County, Virginia, 22630, also known as Tax Map 20A8 4 14, upon which is located a structure commonly known as the "Afton Inn", or as the "Afton Inn Hotel", and is hereinafter referred to as the "Afton Inn"; and

WHEREAS, the EDA is the owner or contract owner of the building situate on real property located at 16 North Royal Avenue, Town of Front Royal, Warren County, Virginia 22630, formerly being the Town Hall for the Town of Front Royal, situate between the Front Royal United Methodist Church and the First Baptist Church of Front Royal, as well as a two story building immediately to the west (rear) of the former Town Hall, both of which buildings are hereinafter referred to as the "Town Hall", which ; and

WHEREAS, Afton Inn, L.L.C. and the EDA wish to exchange their properties under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DEFINITIONS.

The Afton Inn and the Town Hall are hereinafter sometimes individually referred to as the "Exchange Property" or collectively as the "Exchange Properties."

A party who is intending to convey title to an Exchange Property at Closing is sometimes referred to hereinafter as "Grantor Party" and a party who is intending to accept title to an Exchange Property at Closing is sometimes referred to hereinafter as "Grantee Party."

2. THE EXCHANGE TERMS.

Afton Inn, L.L.C. and the EDA acknowledge that the Afton Inn and the Town Hall are of like kind and equal value. Pursuant to Section 1031 of the Internal Revenue Code (26 U.S.C.§ 1031), Afton Inn, L.L.C. will convey the Afton Inn to the EDA and the EDA will convey the Town Hall to the Afton Inn, L.L.C. at closing. At closing, each Grantor Party will execute and deliver at that Grantor Party's expense a general warranty deed with English covenants of title conveying marketable title to each respective Exchange Property to the other Grantee Party, as follows: Title to the Exchange Property shall be good of record and fact, free of liens and encumbrances, subject only to those restrictions to which Buyer has not objected in accordance with Section 7 (the "Permitted Exceptions").

Afton Inn, L.L.C. shall convey the Afton Inn to the EDA all of the Afton Inn, L.L.C.'s right, title and interest to the Afton Inn, which includes the improvement thereon, together with all easements, rights, privileges, and appurtenances belonging to same, together with any restrictions of record which do not interfere or prevent the EDA from utilizing the Afton Inn in any manner deemed appropriate by the EDA, but free and clear of all liens, encumbrances, encroachments and special assessments levied or assessed. The EDA shall convey the Town Hall to the Afton Inn, L.L.C. all of the EDA's right, title and interest to the Town Hall, which includes the improvements thereon, together with all easements, rights, privileges, and appurtenances belonging to same, together with any restrictions of record (except the "Restrictive Covenants" hereinafter described) which do not interfere or prevent Afton Inn, L.L.C. from utilizing the Town Hall in any manner permitted by the Town's Zoning Ordinance or other applicable laws or regulations, but free and clear of all liens, encumbrances, encroachments and special assessments levied or assessed, and subject to the restrictive covenants (the "Restrictive Covenants") hereinafter set forth. Afton Inn, L.L.C. acknowledges the exterior of the Town Hall has historical and aesthetic value that the Town Council of Front Royal, Virginia (hereinafter, the "Town Council") requires to be preserved in accordance with said Restrictive Covenants, which Restrictive Covenants shall not merge with the deed to the Town Hall from the EDA to Afton Inn, L.L.C. or any subsequent deed, and shall be covenants real and shall pass with the title to the Town Hall and shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such Restrictive Covenants. These Restrictive Covenants shall be as follows:

(a) The Town Hall shall be photographed contemporaneously with Closing, and copies given to Afton Inn, L.L.C. and the EDA. The exterior appearance of the Town Hall shall retain the stone face appearance, the white trim, the appearance and style of windows and doors, including the historic, multi-pane appearance thereof, that they had at the time of Closing (provided, however, that replacement windows and doors may be of currently manufactured material that maintains the aesthetic appearance of wood).

(b) Roofing material of the Town Hall shall be metal.

(c) No portion of the Town Hall or the building to the immediate west (rear) of the former Town Hall building itself (which will convey to Afton Inn, L.L.C. with the Town Hall itself) shall be demolished without the written consent of the Town Council.

(d) The former Town Hall building itself and the building to the immediate west (rear) of the former Town Hall building itself shall at all times be kept and maintained in a good state of repair.

(e) Prior to the consummation of a sale of the Town Hall to any other person or entity, Afton Inn, L.L.C. shall notify the Town Manager of the Town, by personal delivery or by certified mail, return receipt requested, at 102 East Main Street, Front Royal, Virginia 22630, as to the terms and conditions of the proposed sale. Within thirty (30) days of delivery or receipt of said notice the Town shall notify Afton Inn, L.L.C. of the Town's intention to purchase the Town Hall of its intention to purchase the Town Hall upon identical terms and conditions as the proposed sale. The Town shall then consummate the purchase of the Town Hall within Sixty (60) days of the receipt of notification of the proposed sale.

(f) The Restrictive Covenants may be amended from time to time by written mutual agreement by the then owner of the Town Hall property and the Town Council.

3. NO FURTHER ENCUMBRANCES.

Each Grantor Party covenants that it will not further encumber its Exchange Property prior to Closing without the written consent of the Grantee Party and that it will not voluntarily create or cause or permit a lien or encumbrance to attach to the Exchange Property between the date of this Contract and Closing; any monetary lien or encumbrance so attaching, as well as any existing monetary lien or encumbrance, including any existing mortgage, deed of trust, judgment lien or similar lien against the Exchange Property which can be discharged by the payment of money, shall be discharged by the Grantor Party at or prior to Closing.

4. DEDICATIONS AND EASEMENTS.

After the date of this Agreement, but prior to Closing, neither Grantor Party will dedicate, gift, transfer, mortgage or convey any interest in Grantor Party's Exchange Property without written consent from Grantee Party, which may be withheld for any reason.

5. DELIVERIES OF MATERIALS.

Promptly, but in no event later than five (5) days following the Effective Date of this Agreement , each party shall deliver to the other party the following:

(a) A true and complete copy of all owners' policies of title insurance, if any, previously obtained by or in the actual or constructive possession of the Grantor Party with respect to the Grantor Party's Exchange Property.

(b) All surveys, engineering, geotechnical, environmental or similar reports in the Grantor Party's actual or constructive possession relating to the Exchange Property.

(c) Copies of all notices of any violation relating to the Exchange Property which is uncorrected, if any.

(d) Copies of documents related to work done on the Exchange Property by Grantor Party, its agents or contractor, of which the Grantor Party has in its actual or constructive possession or control.

6. TESTS AND INSPECTIONS.

(a) Each Exchange Party, its respective agents, servants, employees, engineers, invitees and/or designees, at each's respective risk and expense, shall have the full right from and after the Effective Date to enter upon the other Exchange Party's Exchange Property at any reasonable time and from time to time, for purposes of conducting studies, environmental audits, investigations and the like with respect to such Exchange Property.

(b) Each Exchange Party shall have the right to terminate this Contract, by written notice to the other Exchange Party sent on or before ~~Ninety (90)~~ **Sixty (60)** days after the Effective Date (the "Study Period"), in its sole and absolute discretion, (i) if an Exchange Party is dissatisfied with the results of any inspections, studies or due diligence conducted with respect to the Exchange Property or (ii) if an Exchange Party is dissatisfied with any materials furnished to it pursuant to the terms of this Contract. In the event that one Exchange Party shall terminate this Contract pursuant to the provisions of this paragraph, this Agreement shall immediately become null and void and no party shall have any further liability to the other. The failure of the a respective Exchange Party to give the other Exchange Party written notice of termination by the end of the Study Period shall constitute a waiver of this contingency by that Exchange Party.

(c) If a Grantee Party enters the Exchange Property prior to settlement, that Grantor Party shall: (i) keep the Exchange Property free and clear of any and all liens or claims resulting therefrom; (ii) defend, indemnify and hold harmless the other Grantor Party against and from any claim or liability imposed or sought to be imposed upon the entering Exchange Party as a result of actions by the entering Grantee Party, its employees, agents, architects and engineers on the Exchange Property; and (C) agree not to unreasonably damage or harm the Exchange Property.

7. **TITLE INSURANCE.**

Within thirty (30) days after the date of this Agreement, or mutual written extension, Grantee Party shall deliver to Grantor Party a copy of a title insurance commitment (the "Commitment") bearing an effective date subsequent to the date hereof in favor of Grantee Party for an owner's title insurance policy insuring marketability of the title to the Exchange Property in the amount of the Exchange Property's appraised value underwritten by a title insurance company acceptable to Grantee Party which is licensed to do business in the Commonwealth of Virginia for an owner's title insurance policy on the most recent Standard ALTA Policy form. The copy of the Commitment shall be accompanied by a written statement of any objections to Grantor Party's title to the Exchange Property as disclosed by the Commitment. Any matter not objected to by Grantee Party within ~~such thirty (30) day period~~ **thirty (30) days of its receipt of such Commitment** shall be deemed approved exceptions to title by Grantee Party. Prior to Closing, Grantor Party shall deliver to Grantee Party a written statement of any objections which Grantor Party could not, upon the exercise of due diligence in good faith, cure prior to or concurrent with Grantee Party's acquisition of the Exchange Property. If Grantor Party gives notice to Grantee Party of any objections which cannot be cured, then Grantee Party shall have the option of: (i) waiving such objections and proceeding with this Agreement or (ii) terminating this Agreement, and thereupon this Agreement shall be null and void and neither Grantor Party nor Grantee Party shall have any further obligations hereunder. In addition to the terms and conditions of this Agreement, land title law of Virginia and the title standards approved by the Virginia State Bar Association to the date of examination of title shall serve as a guide of marketability of title. Grantee Party shall be responsible for the expense of a title insurance policy issued on the Exchange Property to be transferred to the Grantee Party.

8. COVENANTS, REPRESENATIONS AND WARRANTIES OF GRANTOR PARTIES.

In order to induce the Grantee Parties to enter into this Agreement and to exchange the Exchange Properties, and in addition to the warranties and representations contained elsewhere in this Agreement, the Grantor Parties make the following representations, warranties and covenants, each of which is material and is relied upon by the Grantee Parties, and each of which shall be true as of the date hereof and as of the date of Closing.

(a) Grantor Party owns good and marketable fee simple title to its Exchange Property, free and clear of liens, encumbrances, restrictions and easements of any kind whatsoever, excepting only those matters disclosed herein.

(b) No actions, suits or proceedings have been instituted or threatened against or affecting the Grantor Property or the Exchange Property at law or in equity or before any federal, state, municipal or local governmental authority, department, commission, board, bureau, agency or instrumentality thereof.

(c) Grantor Party has not received notice of violation of any building, zoning, health or other ordinances, resolutions, statutes or regulations of any government or governmental agencies, with respect to the use, occupation, maintenance, condition or operation of the Property or any part thereof which has not been cured.

(d) None of the materials which have been provided to Grantee Party pursuant to the terms of Paragraph 5 hereof are untrue or incomplete in any material adverse respect as of the date they were prepared, and that none of the materials, documents and financial information which have been provided to Grantee prior to execution of this Contract are untrue or incomplete in any material adverse respect as of the date they were prepared. Grantor Party shall continue to provide Grantee Party with copies of all material documents of the nature described in Paragraph 4 hereof, which Seller receives prior to Closing.

(e) Neither the execution of this Contract nor the consummation of the transactions contemplated hereby will: (A) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which the Grantor Party is a party; or (B) violate any restriction to which the Grantor Party is subject.

(f) Grantor Party, its agents, tenants or licensees have not placed or allowed to be placed on the Exchange Property ~~or on the Easement~~ **(what's this?)**, and Grantee Party's inspection during the Study Period reveals the Exchange Property (including the land, and any improvements) are free of, any material amounts of waste or debris, and Grantor Party, its agents, employees, members and managers have not placed or allowed to be placed on the Exchange Property, and to the knowledge of the Grantor Party, the Exchange Property is free of all contamination including: (i) any "Hazardous Waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; (iii) any substance the presence of which on the Exchange Property is prohibited by any other federal, state, or local law applicable to the Exchange Property; (iv) underground storage tanks; and (v) no landfill has occurred on the Exchange Property and no debris has been buried or placed on the Exchange Property .

(g) The Exchange Property does not contain any cemeteries or graveyards, and the Exchange Property is not subject to any easements for access to any cemeteries or graveyards.

(h) Grantor Party is not bankrupt or insolvent under any applicable federal or state standard, nor has filed for protection or relief under any applicable bankruptcy or creditor protection statute nor has any such Party been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. Grantor Party is not entering into the transactions described in this Agreement with intent to defraud any creditor or to prefer the rights of one creditor over any other. The Exchange Parties have each negotiated this Agreement at arms'-length and the consideration to be exchanged represents fair value for the assets to be transferred.

(i) No petition, application or proceeding is pending or threatened to alter the zoning of the Exchange Properties. Except for the Permitted Exceptions, Grantor Parties have made no commitments relative to the Exchange Properties whether verbally or in writing, to any governmental authority or any neighboring property owner, which would be binding on the Exchange Parties, except as contained herein, after the Closing.

(j) There are not now pending or threatened eminent domain or condemnation proceedings which would affect the Exchange Properties or any part thereof.

(k) There is no pending moratorium on, or other impediment to, immediate public sewer and water availability which is applicable to any portion of the Exchange Properties.

(l) The Exchange Properties have not been used for purposes of mining or explorations for mineral, chemicals or other natural resources.

(m) The Grantor Parties will not take or cause to be taken any action, or fail to perform any obligation, which would cause any of the foregoing representations or warranties to be untrue as of the Closing. The Grantor Parties shall immediately notify the Grantee Party, in writing, of any event or condition known to Grantor Party which occurs prior to Closing hereunder, which causes a change in the facts relating to, or the truth of, any of the above representations or warranties.

(n) In addition to, but not in limitation of, other default remedies herein elsewhere stated, in the event that any of the aforesaid representations and/or warranties are not true, shall not have been complied with or shall not have transpired now or at the time of Closing, Grantee Party, at any time prior to or at Closing, may declare this Agreement null and void and of no further effect. ~~**All covenants, representations and warranties contained in this Contract, except paragraphs 8(g), 8(h), 8(j) and 8(o), shall survive Closing for three (3) years, and acceptance of possession of the Property by Grantee Party at Closing shall not be deemed a waiver of Grantor Party's obligation to deliver the Exchange Property in the condition set forth herein.**~~ In addition, Grantee Party may exercise any and all of its other rights at law or in equity with respect to any breach or untruth concerning said covenants, representations and/or warranties.

9. POSSESSION; RISK OF LOSS.

(a) Except for Grantee Party's right of inspection as set forth in paragraph 6 above, possession of the Exchange Property shall be given to the Grantee Party as of the date of Closing, free and clear of (i) the possessory interests of any parties, and (ii) all trash and debris, **other than demolition debris and materials within the interior of the Afton Inn.**

(b) The Exchange Property shall be held at the risk of Grantor Party until Closing hereunder or possession has been given to Grantee Party, whichever occurs first.

10. GRANTOR PARTY'S DELIVERIES AND CONDITIONS PRECEDENT TO GRANTEE PARTY'S OBLIGATIONS.

In addition to other conditions precedent set forth elsewhere in this Agreement, Grantor Party shall deliver to Grantee Party at the Closing all of the following, the delivery of which shall be a condition to Grantee's obligation to consummate the purchase of the Property.

(a) Warranty Deed. A general warranty deed containing English covenants of title, said document shall be prepared by Grantor Party at its expense.

(b) Original Documents. Originals of all surveys, plats, engineering reports, studies, environmental studies and other documents delivered by Grantor Party to Grantee party under Paragraph 5 hereof, together with an assignment of all of Grantor Party's right, title and interest in any construction drawings and subdivision documents, and an assignment of Grantor Party's contract with the engineer preparing such documents (with all obligations of Grantor Party paid in full) in a form reasonably acceptable to Grantor Party.

(c) Additional Documents. Such additional customary documents as may be reasonably requested by Grantee Party or Grantee Party's title company to consummate the transactions described herein and to cause the title company to issue and deliver its title policy subject only the Permitted Exceptions and such other exceptions to which Grantee party consents.

(d) Grantee Party's obligation hereunder to complete Closing shall be conditioned upon the following:

(i) Each of Grantor Party's representations and warranties as set forth in Section 8 being true as of the date of Closing. Notwithstanding that certain of Grantor Party's representations and warranties may be limited to the extent of Grantor Party's knowledge of the facts stated therein, the condition precedent to Grantee Party's obligation to settle hereunder set forth in this Section 8(b) shall not be so limited [except as to paragraphs

6(g), 6(h) 6(j), and 6(o)], and the satisfaction of said conditions shall depend upon the actual correctness as of the time of settlement of the facts stated in all such representations and warranties.

11. TAXES.

Real estate taxes on the Exchange Property prior to the date of Closing shall be paid by Grantor Party. Real estate taxes on the Exchange Property after the date of Closing shall be paid by Grantee Party. The taxes for the year of the date of Closing shall be prorated based upon the then most current property valuations and upon the most current tax rate as determined by law.

12. CLOSING.

Closing shall occur within ~~one hundred twenty (120)~~ **Ninety (90)** days from the date of this Agreement.

13. ADJUSTMENTS, PRORATIONS, AND CLOSING COSTS.

(a) Any taxes, general or special, and all other public or governmental charges or assessments against the Exchange Property which are, or may be, payable on an annual basis (including benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements, completed or commenced, on or prior to the date hereof, or subsequent thereto), shall be adjusted and apportioned as of the date of Closing and are to be assumed and paid thereafter by Grantee Party, said adjustment apportionment to be on the basis of the fiscal year for which assessed, whether or not such assessments had been levied as of the date of Closing.

(b) All other charges, if any and fees customarily pro-rated and adjusted in similar transactions shall be pro-rated and adjusted in similar transactions shall be pro-rated at Closing and thereafter assumed by the Grantee party. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable, the parties shall pro-rate on the best available information, subject to adjustment upon receipt of the final bill or statement.

(c) The parties shall each pay the cost of all documentary stamps, recordation taxes and transfer taxes in accordance with their respective obligations imposed by applicable provisions of the Code of Virginia.

14. NO REAL ESTATE COMMISSION AND FINDER'S FEE.

The parties agree that no party hereto shall be liable for any real estate broker's commission, agent's commission, or finder's fee, in connection with the transaction contemplated by this Agreement. Each party warrants to the other party that it shall indemnify and hold harmless for any and all claims of any person for broker's or agent's commissions or finder's fees in connection with this transaction.

15. CONDITION OF EXCHANGE PROPERTY.

Grantee Party acknowledges that its representatives or agents have examined the Exchange Properties prior to entering into this Agreement. This Agreement is based upon Grantee Party's inspection of the Exchange Property and not upon any representation or warranties or conditions by Grantor Party's agents. Grantee Party acknowledges Grantor Party is conveying the Exchange Property on an "as is" basis, except for the warranties and representations as provided in this Agreement and the warranties in the general warranty deed.

16. DEFAULT.

If all conditions and other events precedent to the Grantor Party's obligations to consummate the transactions contemplated by this Contract have been satisfied or waived, but the Grantor Party fails, refuses or is unable to consummate the exchange contemplated by this Agreement, or to perform any other obligation required by this Agreement, then the Grantee Party shall be entitled to any right or remedy at law or equity, including actions for specific performance and/or damages.

17. NON-FOREIGN STATUS.

At the date of Closing, Afton Inn, L.L.C. shall deliver to the EDA the Certification of Non-Foreign Status duly executed and containing such other information as may be required by Internal Revenue Code Section 1445 and the Regulations issued thereunder.

18. ASSIGNMENT.

In the case of the assignment of this Agreement by either of the parties, prompt notice shall be given to the other party, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignors. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this Agreement.

19. SEVERABILITY.

If any non-economic mutual term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

20. FURTHER ASSURANCES.

Each undersigned party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. The Exchange Parties agree to use their best efforts in cooperation to carry out the intent of this Agreement and to provide quality and efficient development sites for both Exchange Parties.

21. INTERPRETATIONS.

Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

22. CONSTRUCTION.

Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

23. ~~NON~~-MERGER.

All representations and warranties made herein are **not** intended to survive Closing and shall ~~not~~ be merged in the deed unless otherwise stated in this Agreement.

~~This Agreement shall not be canceled at Closing~~.

24. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

25. NOTICE AND DEMANDS.

Notice, demand, or other communication mandated by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally at the address stated below.

26. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in two (2) or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

27. GOVERNING LAW.

All aspects of this Agreement shall be governed by the laws of the Commonwealth of Virginia.

28. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

29. NOTICES

Neither party shall be deemed to be in default hereunder, unless and until, it shall have been sent Notice of such default by the other party, and shall have failed to cure the default within ten (10) days of the date of such notice. Each party shall be responsible for Notices. Any notice or demand under this Agreement shall be in writing and sent by (a) registered or certified mail, return receipt requested, postage prepaid, (b) by recognized overnight courier service such as Federal Express, as follows, or (c) by facsimile transmission as long as a copy is sent by the methods described in clauses (a) or (b).

Notice to Afton Inn , L.L.C:

Afton Inn, LLC
8201 Euclid Avenue
Manassas Park, VA 20111

Field Code Changed

With a copy to:
John E. Carter, PC.
4103 Chain Bridge Road - Suite 101

Field Code Changed

Fairfax, VA 22030

Notice to EDA:

Executive Director
400-D Kendrick Lane
Front Royal, VA 22630

With a copy to:
Blair D. Mitchell
County Attorney
220 N. Commerce Avenue, Suite 100
Front Royal, VA 22630

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Notice to Town:

Town Manager
102 East Main Street
Front Royal, VA 22630

Any such notice or demand shall be deemed given three (3) days after same has been deposited in the United States mail as aforesaid, or the next business day after deposited with a recognized overnight courier. Either party by notice to the other in accordance with the above, may designate a substitute address for such notice or demand and thereafter such substitute address shall be used for the giving of notice or demand.

30. EFFECTIVE DATE OF AGREEMENT.

(a) This Agreement, and Grantee Party's offer to exchange properties herein, shall be null and void, at the option of Grantee Party exercisable by written notice to Grantor, unless Grantor Party shall execute and date this Agreement and return a fully executed copy of this Agreement to Grantee Party on or before ________________, 201____.

(b) Subject to the provisions of subparagraph (a) above, the Effective Date of this Agreement shall be the date upon which both Parties agree to all of the terms and conditions set forth herein, as evidenced by the latest date set forth next to the parties signatures below.

31. MISCELLANEOUS.

(a) The titles of the paragraphs are inserted as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

(b) This Agreement is the result of the combined draftsmanship and/or review of both parties and/or their respective agents; accordingly, there shall be no presumption or interpretation of this Contract based on its having been drafted by one or the other.

(c) Each party shall reasonably cooperate with the other in connection the satisfaction of any condition or obligation which must be satisfied by closing pursuant to the terms of this Agreement, and in connection therewith each party agrees to execute any document contemplated by the terms of this Agreement, which may be reasonably requested by the other party. Specifically, each party agrees to sign all applications, documents and governmental submissions in connection with the exchange of the exchange Properties by the Parties, and to appear at any governmental hearings in support of these exchanges.

(d) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.Time shall be of the essence of each and every provision of this Agreement.

(e) No party hereto shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

(f) No determination by any court, governmental or administrative entity or otherwise that any provision of this Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (i) any other such provision, or (ii) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

(g) Nothing in the provisions of this Agreement shall be deemed in any way to create between the parties hereto any relationship of partnership, joint venture or association, and the parties hereto hereby disclaim the existence of any such relationship.

SIGNATURE LINES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year below shown.

~~[SIGNATURES AND ACKNOWLEDGMENTS THIS PAGE AND NEXT]~~

~~"AFTON INN, LLC"~~

~~A Virginia limited liability company~~

~~By :~~__________________________

~~Managing Member~~

~~STATE OF VIRGINIA~~

~~CITY/COUNTY OF~~________________, ~~TO-WIT:~~

~~The foregoing instrument was acknowledged before me this~~ ____ ~~day of~~ ____________, ~~2013 by~~ __________________________, ~~Managing Member of Afton Inn, LLC, a Virginia limited liability company, on behalf of the corporation.~~

~~Notary Public~~

~~Registration No:~~

~~"EDA"~~

~~A Political Subdivision of the Town of Front Royal and The County of Warren as authorized by the Commonwealth of Virginia.~~

~~By:~~

~~STATE OF VIRGINIA~~

~~COUNTY OF WARREN, TO-WIT:~~

~~The foregoing instrument was acknowledged before me this ____ day of ____________, 2013 by Timothy W. Darr, Mayor of the Town of Front Royal,~~

~~Virginia, a Municipal Corporation, on behalf of the municipal corporation.~~

~~Notary Public~~

~~Registration~~

~~No:~~

AFTON INN, LLC
a Virginia limited liability company

By :______________________________
Managing Member

STATE OF VIRGINIA

CITY/COUNTY OF ___________________, TO-WIT:

The undersigned, a Notary Public in and for the jurisdiction aforesaid, does hereby certify that ____________________________ whose signature as Managing Member of Afton Inn, L.L.C., a Virginia limited liability company, is affixed to the foregoing document, appeared before the undersigned in said jurisdiction and acknowledged the same to be his free act and deed on behalf of said limited liability company

WITNESS the following signature and seal this __________________________

____
Notary Public

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year below shown.

ECONOMIC DEVELOPMENT AUTHORITY , a political subdivision of the Town of Front Royal and the County of Warren

By:_____________________________________

Patricia S. Wines, Chairman

STATE OF VIRGINIA

COUNTY OF WARREN, TO-WIT:

The undersigned, a Notary Public in and for the jurisdiction aforesaid, does hereby certify that ~~TIMOTHY W. DARR, Mayor of the Town of Front Royal~~PATRICIA S. WINES, Chairman of the Board of Directors of the EDA, whose signature as such is affixed to the foregoing document on behalf of the Economic Development Authority acknowledged the same to be his free act and deed on behalf of said Authority.

WITNESS the following signature and seal this __________________________

____

Notary Public

Town of Front Royal, Virginia

Council Agenda Statement

Page 1

Item No. 9

Meeting Date: January 27, 2014

Agenda Item: COUNCIL APPROVAL - Budget Amendment and Bids for New Town Phone System

Summary: Council is requested to approve a budget amendment in the amount of $103,807 to supplement the $31,500 currently dedicated towards acquisition and installation of a new Voice Over Internet Protocol phone system for the Town offices. Council is also requested to accept a bid of $107,863.76 from Blackbox Network Services for the phone equipment and software, a bid of $15,500 from Syntax Communications for fiber installation, network equipment and battery backup systems, and a bid of $5,500 from VMWare Licensing for the virtual network software, plus a 5% Contingency for a total amount of $135,307. The Police Department will also pursue funding towards this project associated with the call recording function required by State law. Funding to restore the budget amendment amount shall be included in the future budget.

Budget/Funding:

Revenue	1000-3510110	($103,807 - Appropriated Funds Forward)
	1204-47003	($31,500 - Dedicated Funding)
Expense	1204-47003	($135,307 - Phone System Replacement)

Attachments: Bid evaluation and equipment proposals from IT Director

Meetings: September 30, 2013 Work Session

Staff Recommendation: Approval ✓ Denial ______

Proposed Motion: **I move that Council approve a Budget Amendment in the amount not to exceed $103,807 to supplement dedicated funding to fund the new Town phone system. I further move that Council accept the bid of $107,863.74 from Blackbox Network Service, the bid of $15,500 from Syntax Communications, and the bid of $5,500 from VMWare Licensing, plus a 5% contingency in the total project amount of $135,307 for the acquisition and installation of a new Town phone system.**

ROLL CALL VOTE REQUIRED

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

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

Approved By: SB

Bid Evaluation - Bids Received 11/14/13

Vendor	Upfront $	TCO - 3 Years	Experience	Feature Set	Tech. Req's.	QoP	Notes	Questions?
KIS	$138,977.46	$269,193.46 assuming licensing costs are included for 3 years through SA	30 Years	10	10	9 - Proposal pricing is cumbersome.	Mitel solution. NPJA discounts. 3 years of support in excess of $130k. Proposal and pricing is challenging to decipher.	
CTS	$143,803.00	$143,803.00	30 Years	10	10	10	Mitel solution. Includes $48k + NPJA discount.	
IPC	$104,676.04	$104,676.04	32 Years	8 - No call recording solution provided for PD.	8 - No call recording solution for PD.	8 - Vendor state there was no requirement for licensing fees. Vendor did not include call recording solution for PD.	Shoretel Solution. Proposal does not include and appropriate call recording solution for the PD. This voids this proposal as it does not meet the standard required.	Proposal disqualified.
BlackBox	$106,863.76	$109,263.76	37 Years	10	10	10	Shoretel Solution.	Does the hardware warranty include phones and is it for 3 years? Will the call recording solution also provide recording of radio traffic? Are additional discounts available due to the hardware recently purchased for PD?
ANS	$102,535.00	$114,505 Hardware warranty is 1 year, not 3.	17 Years	10	10	10	Shoretel Solution. Support is included for ONLY 1 year on call recording solution.	Is the core hardware covered under their NetWorks solution?
CenturyLink	$121,169.86	130,109.46	42 Years	10	10	10	Shoretel Solution.	

Subject: FW: NEC End of Life Systems
Date: Saturday, January 9, 2014 at 8:42:12 AM Eastern Standard Time
From: Leif Hansen
To: Todd C. Jones

Todd,

The Town of Front Royal acquired and has utilized NEC's NEAX 2000 Voice PBX telephone and AD-64 voicemail system many years ago. We value your business, and trust that you have been pleased with the product, and the reliable service it has delivered over the years.

Your telecommunications system often provides the first real time experience your community has with your organization. Maintaining your investment requires keeping the technologically current and this has a direct impact on the success, bottom line, and services you are providing to your community.

NEC Corporation of America (NEC) announced the phased End of Life (EOL) and support status for the NEAX 2000 IPS family of products on April 22, 2009. As of September 30, 2012 NEC no longer manufactured hardware or software to support this platform.

NEC Corporation of America (NEC) announced the phased End of Life (EOL) and support status for the NEAXMail AD-64 Voicemail product on September 25, 2009. As of December 30, 2010 NEC no longer manufactured hardware or software to support this platform.

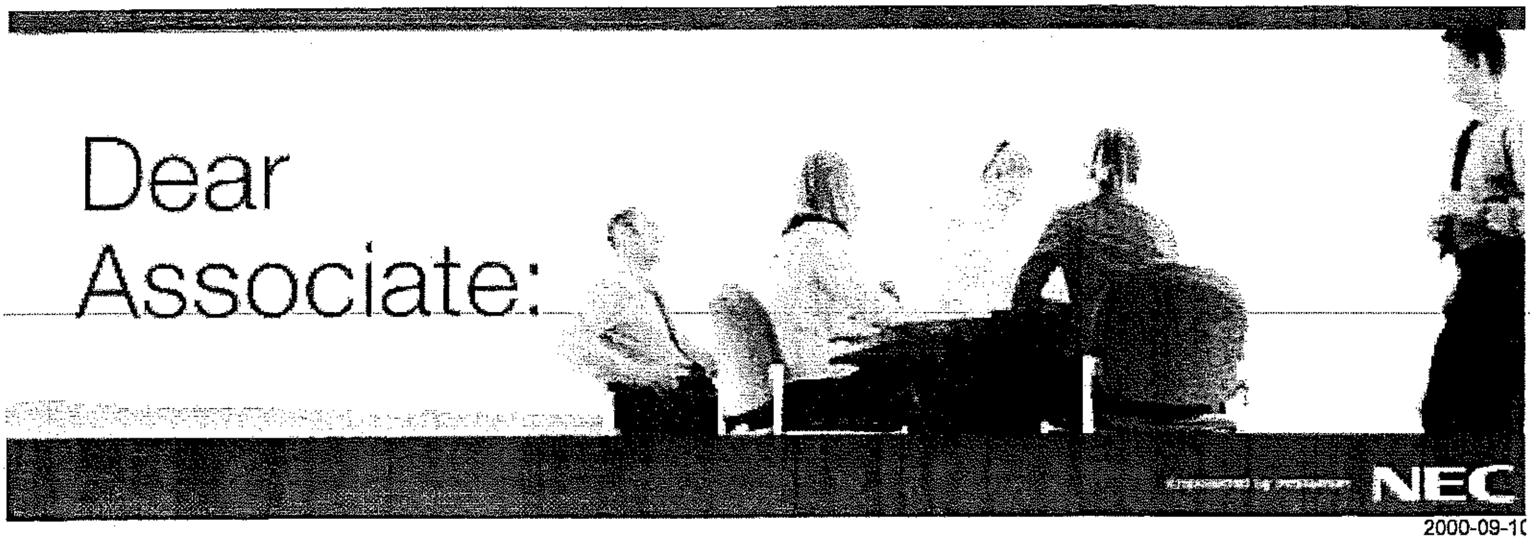
Continuing to operate an end-of-life/end-of-support system poses a number of risks to your organization. Replacement parts are no longer be manufactured, out-of-date software is not supported, and technical support from the manufacturer is no longer available. In addition, any new hardware, software enhancements or software expansion will not be offered on these older platforms.

Black Box has had clients experience End of Life major system failures and from these experiences we know that if the Town of Front Royal were to have a similar issues there would be significant downtime. We have also found that power surges, power loss, or even shutting down these older systems for maintenance or system moves can cause issues with the hardware/software which can lead to major system failures. For these clients that have had issues for one reason or another with their EOL systems, with no system recovery or partial system recovery, it can then take weeks to replace these systems with new products and there is usually a serious interruption to normal business operations which has an impact on the entire voice network. We strongly recommend that the Town of Front Royal continue to pursue a replacement for these no longer manufacturer supported End of Life systems.

Sincerely,

Leif Hansen | Senior Account Manager - NACS
Black Box Network Services
44873 Falcon Place, Suite 118 | Sterling, VA 20166
Office: 703.708.1575 | Mobile: 703.403-0383
www.blackbox.com

BLACK BOX
NETWORK SERVICES



UNIVERGE NEAX 2000 IPS Family Products Transition

NEC Unified Solutions, Inc (NEC) prides itself in offering extended support on all UNIVERGE products. However, to assist our dealers with their sales efforts and to continually offer new and enhanced solutions, NEC is announcing the transition of its older platforms to the UNIVERGE SV8000 series product family.

Beginning September 30, 2009, new sales in the U.S. for the UNIVERGE NEAX 2000 IPS, NEAX IPS DML, and NEAX IPS DMR, will be transitioned to UNIVERGE SV8300 and these platforms will be removed from MasterQuote. After the "end of new sales" phase, support will continue for existing customers through 2012. Also, some hardware and software will continue to be manufactured and may be purchased through the normal Customer Service procedures through 2012.

Support for UNIVERGE NEAX 2000 IPS Family during the transition phase is as follows:

1) Effective **May 23, 2009** NEAX 2000 IPS, NEAX IPS DML, NEAX IPS DMR system packages and Series i terminals **MSRP** will **increase** by **5%**.

2) Effective **September 30, 2009** NEC will **no longer accept new system orders** and UNIVERGE NEAX 2000 IPS, NEAX IPS DML and NEAX IPS DMR will be **removed from** new system sales in **MasterQuote** (MQ).

3) Effective **September 30, 2012 support fees** based upon the **NECCare** fee schedule will be charged for all NTAC support functions. Support calls to NTAC will be billed regardless of technician accreditation for any call related to the UNIVERGE NEAX 2000 IPS, NEAX IPS DML, and NEAX IPS DMR.

4) Effective **September 30, 2012** NEC will **no longer manufacture** out of stock items. Add parts and quoting will be removed from MQ.

NEC Unified Solutions, Inc.
6535 N State Highway 161 Irving, Texas 75039 | Phone: 214.262.2000 | Fax: 214.262.2586
www.necunifiedsolutions.com

NEAX 2000 IPS Installation Telephone Support	All telephone calls are billed or not billed depending on the technician's accreditation until September 30, 2012 EOL, at which time all calls will be billed regardless of technician's accreditation. Should the call be determined as a billable call, it will be billed per the NECCare fee schedule.
On-Site Trouble-Shooting	All site visits will be billed per the published NTAC fee schedule.
NEAX 2000 IPS Telephone Trouble-Shooting	All telephone calls are billed or not billed depending on the technician's accreditation until September 30, 2012 EOL, at which time all calls will be billed regardless of technician's accreditation. Should the call be determined a billable call, it will be billed per the NECCare fee schedule.
NEAX 1000 IVS and NEAX 2000 IVS Telephone Support	Telephone calls for the NEAX 1000 IVS and NEAX 2000 IVS will no longer be supported by NTAC after May 29, 2009.
NEAX 2000 IVS2 Telephone Support	Telephone calls for the NEAX 2000 IVS2 will no longer be supported by NTAC after September 30, 2009.
After Hours Support	All telephone calls are billed or not billed depending on the technician's accreditation until September 30, 2012 EOL, at which time all calls will be billed regardless of technician's accreditation. Should the call be determined a billable call, it will be billed per the NECCare fee schedule.
Dedicated Beeper Support	All dedicated beeper support is billable regardless of cause and will be billed per the published NTAC fee schedule.
System Engineering Support:	
Lab Test Request	Yes, No after September 30, 2012 EOL

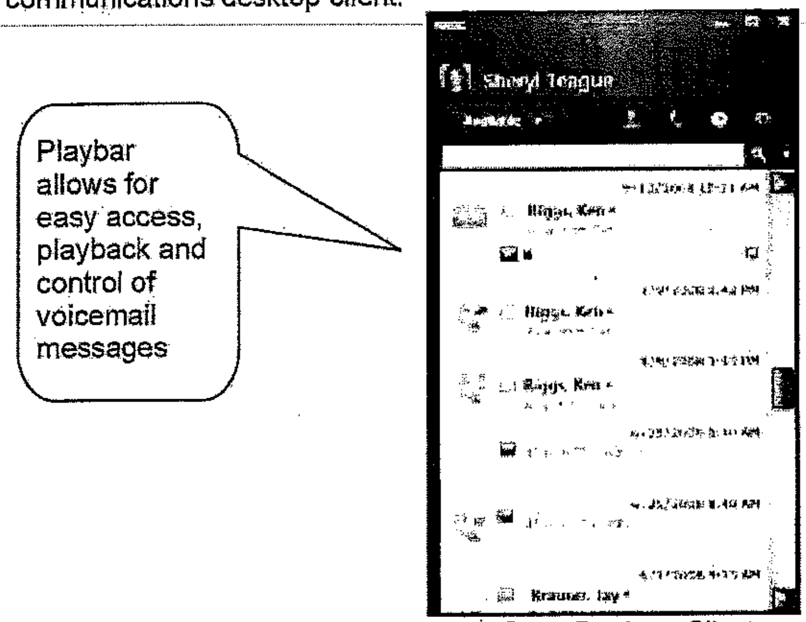
If you have any questions concerning information in this letter, please contact your NEC Account Manager.
Sincerely,

Daniel Allman

Daniel Allman
Manager, Product Management

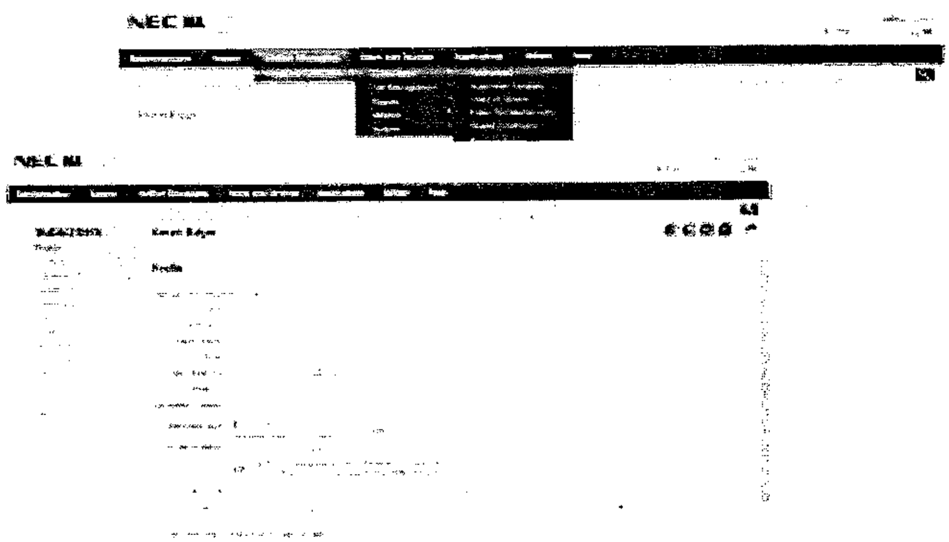
UNIVERGE and NEAX are registered trademarks of NEC Corporation.
All other brand and product names used in this document are trademarks or registered trademarks of their respective owners.

- Failover and load balancing capabilities via either centralized or distributed voicemail systems in a clustered network provides exceptional reliability and uptime
- UC for Enterprise (UCE) provides integration with the UNIVERGE OW5000 application server for voicemail indication and playback of messages directly from the UNIVERGE UC700 unified communications desktop client.



UC700 Desktop Client

- UCE also provides a menu item on the main screen of the UNIVERGE MA4000 management application for single point of administration. The UM8500, or multiple UM8500s, may be managed from the MA4000



MA4000 Administration View

- NEAXMail AD-64 menu mode conversation emulation provides a familiar menu to ease the transition for users and to reduce training for administrators
- Unified Messaging provides integrated messaging with Microsoft Exchange via the Unified Messaging for Outlook (UMO) Client

BLACK BOX
NETWORK SERVICES

11 Price Proposal

PART #	QTY	DESCRIPTION	UNIT	TOTAL
		SCHEDULE A		
		SHORETEL SOLUTION		
		SHORETEL HARDWARE		
10259	3	ShoreGear 50 - 1U half width, Max Capacities - 50 IP phones, 2 Analog exts, 4 LS trunks, 0 Universal ports. Not all maximum capacities can be reached at the same time. Requires one Tray (SKU 10223) for every two units.	$ 1,197.00	$ 3,591.00
10260	2	ShoreGear 90 - 1U half width, Max Capacities - 90 IP phones, 4 Analog exts, 8 LS trunks, 0 Universal ports. Not all maximum capacities can be reached at the same time. Requires one Tray (SKU 10223) for every two units.	$ 1,797.00	$ 3,594.00
10322	3	ShoreGear T1k - 1U half width, Max Capacities - 1 T1, 0 IP phones, 0 Analog exts, 0 LS only trunks, 0 Universal ports. Digital trunk support only. Requires one Tray (SKU 10223) for every two units. (requires ShoreTel 8 or later)	$ 2,097.00	$ 6,291.00
60047	5	Kit, Analog Harmonica & Telco 25PR (FF) Cable For ShoreGear 30, 50, 90 and 220T1A Switches	$ 62.96	$ 314.80
10223	5	Kit, rack mounting tray, for ShoreGear Switch 1U half width, holds two 1U half width switches	$ 60.42	$ 302.10
		SHORETEL PHONES		
10384	2	Starter Kit : IP930D DECT Phone - US / Canada (Includes Base, Handset & Charger) - Requires ST 14 or later	$ 359.40	$ 718.80
10429	4	ShoreTel IP Phone 655 with anti-glare screen - (Requires ShoreTel 11.1 or later)	$ 449.40	$ 1,797.60
10497	87	ShoreTel IP Phone IP480g - Requires ST 14 or later	$ 221.40	$ 19,261.80
10304	4	ShoreTel Voice Mail Quick Reference, Doc. Pack, Qty 25	$ 7.44	$ 29.76
10503	4	ShoreTel 480/480g IP Phone Quick Reference, Doc. Pack, Qty 25	$ 7.80	$ 31.20
		SHORETEL SOFTWARE		
29148	1	ShoreTel 14 Software	$ -	$ -
30035	150	Extension & Mailbox License	$ 120.00	$ 18,000.00
30040	80	Mailbox-only License (requires ShoreTel 5.2 or higher)	$ 54.00	$ 4,320.00
40005	150	Personal Access License	$ -	$ -
30044	3	Additional Site License	$ 297.00	$ 891.00
		SHORETEL 3 YEAR SUPPORT CONTRACT	$ -	
94132	30255	ShoreCare Partner Support (3 Year, Full Coverage)	$ 0.42	$ 12,707.10
		SHORETEL SUBTOTAL		$ 71,850.16
		OAISYS CALL RECORDING SOLUTION		
2110-9145	1	OAISYS Small Office Analog Recording Appliance	$ 5,880.00	$ 5,880.00
OAI-3110-2110	1	2 T1/PRI Appliance	$ 7,800.00	$ 7,800.00
2110-3565	1	Microsoft Windows Server OS	$ 1,434.00	$ 1,434.00
3498-4578	1	Tracer Concurrent User License	$ 600.00	$ 600.00
2110-1430	1	Private Training Session	$ 600.00	$ 600.00
2110-0255	2	Diamond Support - Small Office Analog Appliance	$ 480.00	$ 960.00
2110-0256	2	Diamond Support - 2 T1/PRI Appliance	$ 720.00	$ 1,440.00
		TOTAL OAISYS SOLUTION		$ 18,714.00
		INSTALLATION SERVICES		
MDF	1	Main Distribution Frame Materials		$ 150.00
TRAIN	1	Training (Admin and End User)		$ 2,660.00
NA	1	Network Assessment		$ 2,880.00
INST	1	Project Management & Installation		$ 11,609.60
SSS	1	One Year Black Box Signature Service and Support		Included
		TOTAL INSTALLATION AND SUPPORT SERVICES		$ 17,299.60
		TOTAL SYSTEM SOLUTION		**$ 107,863.76**

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Syntax Communications, Inc.
Your copper and fiber wiring specialist
Phone: 540-622-3609 Fax: 540-636-4224
987 Auburn Court Front Royal, VA 22630
syntax@syntaxcomm.com

Proposal

Version 1

To: Town of Front Royal

Phone:
Job Number: 140003
Date: 1/11/2014

Job Description:
Voice switch replacement

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

A –Overview

The town of Front Royal is planning to remove all equipment for the old Town Hall. The Town Hall houses the Towns' voice switch, fiber feed from the PD, and all voice circuits from the ISP. The plan is to install a new telephone switch in the Administration building and transfer all circuits. This proposal will add the required equipment in the computer room of the Administration building to support the new switch and reroute the fiber optic cable feeding the Town Hall to the Administration building.

B – Scope

The implementation plan for the new work is a 5 phase plan as outlined below

Phase 1 – Building work

The town will provide 2 additional 110v 20a electrical circuits to the network rack lineup in the Administration building computer room as well as any facilities requirements required by the telephone contractor.

Phase 2 – Network equipment installation

Syntax will provide and install one 42U 19" 2 post equipment rack in the administration building computer room. Syntax will provide and install the equipment in the new rack to include two 2200VA UPS, one battery pack for one of the UPS, one ground strip, one PDU, one equipment shelf, one transceiver rack with power supply and 2 media convertors. See attachment A for the porposed rack configuration.

Phase 3 – Voice switch install and cutover

The town will cooridnate with the switch vendor and the ISP to install the new phone switch in the administration building and cutover to the new system.

Approval

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

Authorized Contractors Signature: ______________________ ***Date:*** __________

Acceptance of Proposal:

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

Authorized Customers Signature: ______________________ ***Date:*** __________

THANK YOU FOR YOUR BUSINESS

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 10

Meeting Date: January 27, 2014

Agenda Item: CLOSED MEETING – Personnel Matter – Community Development Director Position

Summary: Council is requested to convene and go into Closed Meeting for the purpose of assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of a public body, specific to applications for the Community Development Director, pursuant to Section 2.2-3711 A. 1. of the Code of Virginia

Budget/Funding: None

Meetings: None

Staff Recommendation: Approval ✓ Denial______

Proposed Motion:

Motion to go Into Closed Meeting
I move that Council convene and go into Closed Meeting for the purpose of assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of a public body, specific to applications for the Community Development Director, pursuant to Section 2.2-3711 A. 1. of the Code of Virginia

Motion to Certify Closed Meeting at its Conclusion *[At the conclusion of the Closed Meeting, immediately re-convene in open meeting and take a roll call vote on the following:]*
I move that Council certify that to the best of each member's knowledge, as recognized by each Council member's affirmative vote, that only such public business matters lawfully exempted from Open Meeting requirements under the Virginia Freedom of Information Action as were identified in the motion by which the Closed Meeting was convened were heard, discussed or considered in the Closed Meeting by Council, and that the vote of each individual member of Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.

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

Approved By: SP