



TOWN COUNCIL WORK SESSION

Monday, August 4, 2014 @ **6:30pm**

Front Royal Administration Building

1. CLOSED MEETING – Planning Commission Interview

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 Planning Commission Interview, pursuant to Section 2.2 3711. A. 1. of the Code of Virginia.

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

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

Town/Staff Related Issues:

2. Small Business Development Center (SBDC) Presentation - *Bill Sirbaugh*
3. 409 Virginia Avenue Utility Discussion – *Town Manager*
4. Continued Discussion of Warren County Habitat for Humanity Waiver of Water and Sewer Connection Fees and Planning Fees associated with Building a Home on Cannon St – *Town Manager*
5. Continued Discussion for Replacing Damaged Storm Drain Pipe on West Commonwealth Drive – *Town Manager*
6. Continued Discussion of Virginia Regional Transit (VRT) Agreement Renewal – *Town Attorney*

Council/Mayor Related Issues:

7. Council Discussion/Goals *(time permitting)*



Town of Front Royal, Virginia
Work Session Agenda Form

Date: August 4, 2014

Agenda Item: Small Business Development Center

Summary: The Economic Committee has recommended that the Town consider a proposal from the LFCC SBDC to assist the Town in developing an economic development program. The SBDC has develop a proposed Scope of Services that is attached for review.

Council Discussion: Council is requested to consider the proposed Scope of Services presented by SBDC.

Staff Evaluation: Staff have confirmed that Council can simply approve a Contract for Services with SBDC as a government agency. The indicated services to the Town and to Town businesses could assist with advancing business development in Front Royal

Budget/Funding: Funding for these services is available in 1101-43002. The Director of Finance will be available to address fiscal issues.

Legal Evaluation: The Town Attorney will be available to address legal issues.

Staff Recommendations: Staff recommends contracting with the SBDC to assist in developing economic development initiatives in Town as recommended by the Economic Committee.

Town Manager Recommendation: The Town Manager recommends contracting with the SBDC to assist in developing economic development initiatives in Town as recommended by the Economic Committee.

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action
Consensus Poll on Action: ____ (Aye) ____ (Nay)



Where Business Comes to Talk Business

June 16, 2014

Craig, Niki and George,

You will also be receiving a copy of this by snail mail to insure you receive it.

We think it may benefit all parties if we meet again to cover anything left unexplained below. It will help us mark milestones in this process. I would like to suggest we meet at either 10:00am or 1:30 pm on June 30th or at 10:00am on July 2nd. If these dates and times don't meet your commitments please suggest another date after July 2nd.

I appreciate your patience with us in formulating this proposal. Admittedly it is not something we have done before as a complete package. We are certainly old friends with the individual pieces but we wanted to put it together as a single unit for you to consider. The lion's share of the work below is Casey's which he pulled from his vast inventory of experience working with the State of Maryland. The material below is a draft or proposal for you to consider to see if it moves you and Front Royal in the direction you envision for the town and the business community.

As a preface the SBDC recognizes 3 primary goals of the town for engaging the SBDC to initiate economic development efforts to move forward the business base of the Town of Front Royal.

1. The SBDC will provide a base for the town to judge the merits of funding a formal economic development effort on either a part time or full time basis.
2. The activities undertaken by the SBDC will provide an experience base upon which a search committee can build interview questions to pose to applicants for any position the town may create.
3. The activities of the SBDC will represent the governing body's commitment to serving the entire business base of the Town of Front Royal and not any one centralized district.

Point One: A specific time for completion or culmination is not given and we can certainly consider one. But we look at this as an ongoing evolutionary process to move the town and its merchants from current status into tomorrow. Depending upon the initial buy-in of the local merchants some steps may take longer than what we perceive. We would rather move at the speed the merchants are comfortable with rather than a preset, arbitrary calendar we establish. We are open to suggestions. The SBC is not guaranteeing any specific set of economic outcomes such as the establishment of a new specific business entity (shop) or business designation.

Point Two: Our proposal is for the SBDC to supply a minimum of 8 hours a week on average of contact to the merchants in Front Royal. Due to obligations to various events we may not be there every week but in a month times we will average 32 hours per month. The contact will be provided by a variety of SBDC counselors but the primary lead for Front Royal deliverables will be Casey Willson. We will be bringing in subject matter experts as required and any cost associated with them will be covered by the requested amount below with the possible exception of housing. If a presenter with subject matter expertise needs to stay over a night it is expected a member of the local hospitality group would offer a room gratis or the partners will cover the cost. This need will be the exception rather than rule.

Point Three: As part of our delivery we will provide a subject specific seminar every other month for a total of 6 seminars annually which will be free to Front Royal businesses. We reserve the right to open the sessions to businesses outside Front Royal for a fee and to advertise them outside the immediate area. If space should ever be a concern preference will be given to the local businesses.

Point Four: The local partners will provide an appropriate space for the counseling and seminars. Counseling space should consist of an office or room where some privacy can be maintained. It is anticipated most one-on-one counseling will occur at the local business owner's location but there may be a need to talk to a pre-venture candidate in privacy.

Seminar space should be in a "quiet" location and the sponsor's choosing but should accommodate web access and comfortable seating.

Point Five: The Front Royal group will cover the SBDC expenses for these deliverables on a semi-annually basis (July 1st and January 1st each year ~~after the first year~~) with the first \$10,000 payment due upon acceptance by the town in August 2014 with a check made out to the "Lord Fairfax SBDC" for \$10,000 (total of \$20,000 annually) mailed to their offices in the Corron Community Development Building on the campus of Lord Fairfax Community College.

What you will find on the following pages is a position paper to assist us internally to get our bearings. The opening 2.5 pages are for our benefit to maintain direction but we share with you to make the record complete. It is followed by an outline of how we see the project evolving over time.

When we meet **at either 10:00am or 1:30 pm on June 30th or at 10:00am on July 2nd** or at a date and time more convenient to your schedules after July 2nd we will have ready for your review 3 business checkup sheets we plan to use to initiate the program with the area businesses. There will be one for restaurants, a second for service oriented organizations and a third for general retail. We will also have the list of 6 seminars we propose in **Point Three** above for your review and comments.

If there is a better way to proceed we are open to your suggestions.

FRONT ROYAL, VIRGINIA

Small Business/Economic Development

Integration Outline

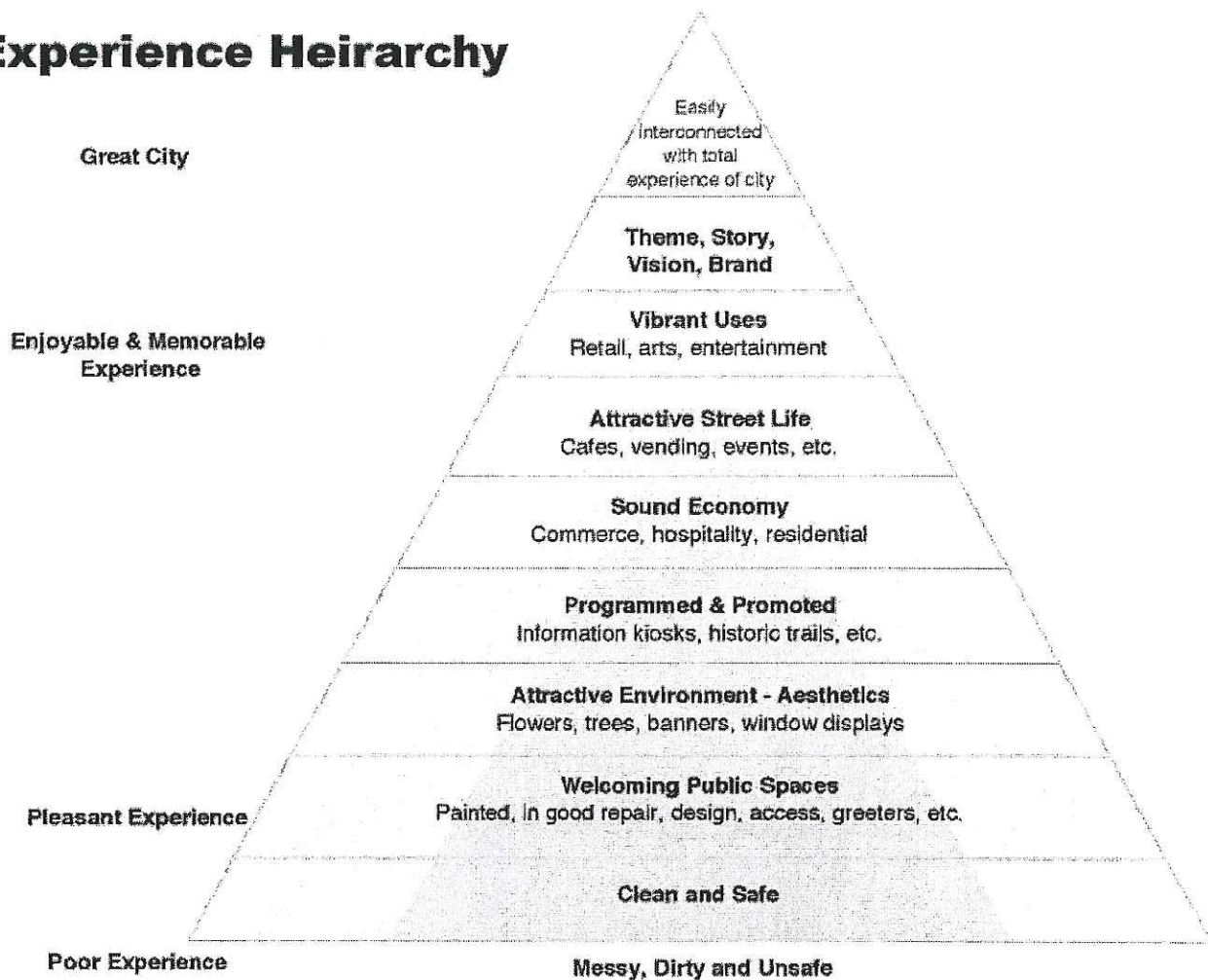
Introduction

The Town of Front Royal is currently updating its Comprehensive Plan and has consequently been involved in an ongoing process of reviewing Town assets and opportunities in all facets of operations, infrastructure, resource development and preservation, and economic development with the intent of ensuring a satisfying, prosperous, and enduring quality of life for its citizens. As an ancillary project to this effort the Town enlisted the Renaissance Planning Group and Herd Planning and Design to facilitate a visioning exercise among elected officials, town administrators and staff, the planning department, and citizens representing business, service and cultural sectors.

The roughly six month effort resulted in the *ENVISION Front Royal* report released in December 2013. The virtual and workshop input from scores of people resulted in a Vision with four themes to drive activity and the goals of development in the Town. These themes conceive of Front Royal as a town that embraces: A Lifelong Community, Preserved Assets, A Popular Destination, and, indeed, A Vibrant Town.

All aspects of a community and all departments in town, county, and state government come into play in order for such a reality to be created:

Experience Heirarchy



Purpose of the this Outline

As one contemplates the goal of a Town that becomes a great place in terms of experience for its residents and for out of market guests, it is very apparent that the businesses that operate in and from the town are a critical component to the success of the mission. Businesses of all types and sizes are integral to the sustainability and health of the community; small, locally owned businesses contribute out of proportion to their size and volume, though, in contributing stability and wealth to the community and, indeed, creating the character, complexity, and complexion of the Town.

The intent is to forge a program that enhances the operational capacities of existing businesses, creates or strengthens business organization and provides business owners with a focused voice in development policy, and fosters business attraction and development.

This outline is based on STAMP (Small Town and Merchant Program) developed at the Maryland SBTDC in 2007, refined by the Virginia SBDC, and now presented in a dozen state SBDCs; the National Trust for Historic Preservation Main Street Program; and the integration of county, state, and federal programs as applicable. In general, the program in Front Royal would commence using the “AAA (A)” approach commonly used with the STAMP program:

- **Awareness** = create awareness among businesses in the defined target area that a program to foster organization and business operational excellence will be offered as a service of the Town, and administered by the VA SBDC.
- **Assessment** = use diagnostic tools (see attached), confidential financial statements, and confidential one-on-one counseling to assess the operational expertise and sustainability of participating businesses.
- **Assistance** = design training sessions for participating merchants addressing common needs discovered in the Assessment activity, and offer one-on-one confidential counseling to foster the business acumen of individual business owners. (See attached for examples of possible training curriculum.)
- **(Achievement)** = adopt reporting that protects the confidentiality of individual businesses, but that rolls up meaningful metrics as Measurement and Evaluation reporting to appropriate parties.

The Outline

1. Define participating target group
 - a. Merchants and businesses within the town limits of Front Royal
 - b. Outlying commercial district tenants and owners
 - c. Inform and enlist property owners
2. Implement AAA (A) as defined above
 - a. Formulate marketing to garner participation
 - b. Schedule and implement outreach
 - c. Format and complete assessment
 - d. Schedule and deliver training, perhaps segmented by industry
 - i. Retail
 - ii. Restaurant/Food Service

- iii. Service
 - iv. Hospitality (Accommodations)
- e. Schedule and conduct one-on-one counseling
- 3. Enlist existing business organizations into the process
 - a. Chamber of Commerce
 - b. FRIBA
- 4. Assess the current market place
 - a. Windshield Audit (aesthetics and condition of major thoroughfares)
 - b. Tenant Mix analysis
 - i. Property occupancy
 - ii. Define tenant opportunities for adequate mix
 - iii. Property owner involvement
 - c. Pedestrian/Vehicle Traffic Flow
 - d. Parking
 - e. Municipal way finding and signage
 - f. Streetscape design
- 5. Possible Main Street Designation or committee model
 - a. Organization
 - b. Design
 - c. Promotion
 - d. Economic Restructuring
 - e. Green, Safe, and Growing
- 6. Business Attraction and Development
 - a. Assess the entire community's capacity and process for new business cultivation
 - b. Attraction strategy
 - c. Development opportunities
 - i. Redevelopment
 - ii. New opportunities
 - iii. Possible tax incentive strategies
 - d. Pop-up retail
- 7. Attractions, Branding, Marketing and Tourism
 - a. Assess current media/technology programs
 - i. Town website
 - 1. Business licensing flow chart
 - 2. How to Open a Business Brochure
 - 3. Potential business specific link (?)
 - 4. Town Attractions and Amenities (links?)
 - ii. Tourism website

- iii. Mobile Apps (hiking, tourism)
 - iv. Specialty videos
 - b. Assess current events and specialties
 - i. Farmer's Market
 - ii. Gazebo Gatherings
 - iii. Walking Tour of Front Royal
 - iv. Civil War Monuments Driving Tour
 - v. Battle of Front Royal Tour
 - c. Integration of branding and media
- 8. Identify possible funding resources and applications
 - a. State
 - b. Federal
 - c. Interface with housing/transportation/infrastructure funding

Thank you for giving us the opportunity to work with the Front Royal business community.

Bill Sirbaugh

Director, Lord Fairfax SBDC

Phone 540 868 7093

FAX 540 868 7095

bsirbaugh@lfsbdc.org

bsirbaugh@lfcc.edu

www.lfsbdc.org

where business comes to talk business



Mason Enterprise Center

Front Royal Independent Business Alliance



Town of Front Royal, Virginia
Work Session Agenda Form

Date: August 4, 2014

Agenda Item: 409 Virginia Avenue

Summary: A duplex constructed 1937 is currently serviced by a single water meter. The single water meter for two separate properties does not comply with Town Code, and presents issues when dealing with individual water needs and maintenance efforts. Staff proposes to install an independent water service for each unit from the single service line connected from the main, as it has served both units for several years. Should the service require maintenance in the future, independent connection will be provided at that time.

Council Discussion: Council is requested to consider approval of a Special Exception to the requirement of separate connections for separate properties due to the special circumstances for this property.

Staff Evaluation: Staff believes that temporary joint use of the service line that has served the two properties for over thirty (30) years to connect two meters for the separate properties is appropriate considering the specific circumstances for this situation. The Town will install separate water service lines at such time as the existing single service line requires replacement.

Budget/Funding: The Director of Finance will be available to address fiscal issues.

Legal Evaluation: The Town Attorney will be available to address legal issues.

Staff Recommendations: Staff recommends Council approve a resolution providing a Special Exemption to Town Code allowing a single water service line serve to these two properties due to the special circumstances at this property.

Town Manager Recommendation: The Town Manager recommends Council approve a resolution providing a Special Exemption to Town Code allowing a single water service line to these two properties due to the special circumstances at this property.

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action
Consensus Poll on Action: ____ (Aye) ____ (Nay)

21 July 2004

I Rebecca Sinclair purchased
a home at 409 Virginia Ave
Front Royal, VA in Oct. 2003.
It was not disclosed to me
that the water and sewer was
never separated. The town of
Front Royal has repeatedly cut
my water off because my
~~neighbors~~ neighbors didn't pay their
bill. I want the town to
~~take~~ waive all fees to
operate my plumbing at no

cost to me. I am 67 and
on a fixed income, also this
whole affair has been unfair
to me.

Sincerely
Rebecca C. Sinclair



Town of Front Royal, Virginia
Work Session Agenda Form

Date: August 4, 2014

Agenda Item: Habitat for Humanity Request to Waive Water & Sewer Connection Fees & Planning Fees

Summary: The Town has received a request from the Warren County Habitat for Humanity to waive the water and sewer connection fees and Planning permit fees for development of Lot 8 on Cannon Street. At the July 21st Work Session, Council determined that consideration would be given to waive the Planning permit fees. Council also requested that Staff contact the Habitat for Humanity to determine if a lien for the connection fees could be considered.

Council Discussion: Council is requested to discuss possibly place a lien on the property in lieu of payment for the connection fees.

Staff Evaluation: The residence would most likely be served by a 3/4" meter for which the water connection fee is \$4,340 and sewer connection fee is \$9,750. Staff have discussed a lien for the connection fees with representatives from Habitat for Humanity. They indicated that they will discuss at their Board Meeting and attend the Council's Work Session to discuss any issues or concerns.

Budget/Funding: The Director of Finance will be available to address fiscal issues.

Legal Evaluation: The Town Attorney will be available to address legal issues.

Staff Recommendations: Staff recommends Council consider a lien in lieu of connection fee payment for the Habitat for Humanity home.

Town Manager Recommendation: The Town Manager recommends Council consider a lien in lieu of connection fee payment for the Habitat for Humanity home.

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action
Consensus Poll on Action: ____ (Aye) ____ (Nay)

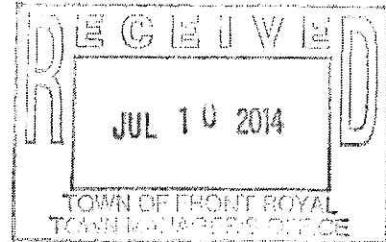


PO Box 323
Front Royal, VA 22630-0007

From: Warren County Habitat for Humanity

Date: July 8, 2014

102 E. Main Street
Town Administration Building
Front Royal, VA 22630



Attn: Town Manager Steven M. Burke and Town Council

The Habitat's organization's goal is to provide affordable homes for area families in the median income range who are unable to qualify for conventional bank mortgages to own a house. The nonprofit organization relies heavily on donors and volunteers to construct homes.

Warren County Habitat Humanity has applied to the Town of Front Royal for a building permit to build a home for a mother and her three children. She lost her husband in October 2013 to cancer.

The reason for this request is for a waiver, this fee would help to lower the mortgage payment which would make it more affordable for this family. The location is Lot 8 on Cannon Street, the tax map ID is 20A131, off of Happy Creek Road.

We are requesting a waiver for the sewer and water hookup and if possible the fees for the building permit.

Thank you for considering this request for waiver, if any further information is needed please feel free call the numbers listed below:

Board Members of Habitat for Humanity

Kim Jones (540) 6716097 or Juanita Blackman (540) 252-2653

Sincerely,

Kim Jones



Town of Front Royal, Virginia Work Session Agenda Form

Date: August 4, 2014

Agenda Item: Commonwealth Drive Drainage Pipe Repair Bid

Summary: The Town has received bids to replace the failed 30" CMP drainage pipe located outside of the roadway of Commonwealth Drive with 30" HDPE drainage pipe and to fill approximately 200 cubic yards of the swale to improve future maintenance. Town standards require concrete pipe beneath roadways, but permit alternative pipe materials in other locations. VDOT standards also permit the use of HDPE pipe provided loading will not exceed the crushing strength of the pipe.

Council Discussion: Council is requested to consider award of a contract to replace a failed drainage pipe near Commonwealth Drive.

Staff Evaluation: Due to location of the pipe replacement outside of the roadway, use of HDPE drainage pipe will facilitate timely repair of the failed CMP pipe.

Budget/Funding: Funding for the project is 4500-R45471 and 4102-4571 Storm Drainage in the amount of \$9,500.00. The Director of Finance will be available to address fiscal issues.

Legal Evaluation: The Town Attorney will be available to address legal issues.

Staff Recommendations: Staff recommends Council consider award of a contract to replace a failed drainage pipe and place fill material to facilitate future maintenance along Commonwealth Drive.

Town Manager Recommendation: The Town Manager recommends Council consider award of a contract to replace a failed drainage pipe and place fill material to facilitate future maintenance along Commonwealth Drive.



Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action

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

Town of Front Royal, Virginia Work Session Agenda Form

Date: August , 2014

Agenda Item: CONSIDERATION OF RENEWAL OF VIRGINIA REGIONAL TRANSPORT FRANCHISE TO OPERATE A PUBLIC BUS TRANSPORTATION SERVICE IN TOWN.

Summary: Virginia Regional Transport ("VRT"), also known as the Front Royal Area Transit ("FRAT") or the "Royal Trolley", provides affordable transportation through bus passenger service in the Town. The enclosed schedule shows the various bus stops throughout Town and across the Bridges to the Crooked Run and Village Commons Shopping Centers, all for a fare of 50 cents. The low rates are realizable because of funding provided to VRT by Section 5311 of the Federal Service Transportation Efficiency Act. The Town granted a five (5) year franchise to VRT originally effective July 1, 2004, which was renewed for an additional five (5) year term effective October 1, 2009. A copy of the Ordinance, Chapter 180 of the Town Code, Public Passenger Bus Service, whereby the franchise to VRT was granted, is enclosed. This franchise, if not renewed, will expire October 1, 2014. The reason for granting franchises of five years is because of Va. Con. Art. 7 § 9 (1971), which states: "[b]efore granting any such franchise or privilege for a term in excess of five years, except for a trunk railway, the city or town shall, after due advertisement, publicly receive bids therefor."

Council Discussion: Council is requested to consider whether or not it wants to renew the franchise of VRT for an additional five year term. Council might also consider whether or not it wishes to modify any of the other terms of Chapter 180.

Staff Evaluation: Currently, VRT's weekdays loops have stops at the Visitors Center, Skate Park, Kerfoot and Brown Avenue, Northwest Community Services, Samuels Public Library/Royal Arms Apartments, Gateway Plaza Shopping Center, Royal Plaza Shopping Center, Lester and Mowery Pharmacy, South Royal Avenue, the Town Administration Building/Court House, Valley Health Urgent Care, the Government Center, the Parks Department/Youth Center/Bing Crosby Park Complex, Department of Social Center, Senior Center, Warren Memorial Hospital, Old Middle School, Family Store, Mountain Oaks Apartments, Warren County Community Center, and Randolph Macon Academy.

The Saturday loop has stops at RMA circle, Subway, Royal Cinemas, Visitors Center, the Bowling Alley, Gateway Plaza, and Royal Plaza.

The Sunday Loop is the same as the Saturday loops, with the addition of stops at Crooked Run Shopping Center and Village Commons Shopping Center in the County.

Budget/Funding: The Town Code sets this out as follows:

"180-185.9 ANNUAL PAYMENT AND OPERATION

"VRT's operation under this Franchise Agreement shall be subject to an annual payment to the Town of Front Royal of ONE DOLLAR (\$1.00). The cost of operation of the Franchise shall be borne as follows:

"A. Beginning on or about (October 1, 2009 and ending September 30, 2014), sixty-eight percent (68%) of the hourly costs of the operation, as invoiced from VRT to the Town, shall be paid to VRT by Federal and State contributions under the FTA 5311 Program. Thirty-two percent (32%) of the

hourly costs shall be paid to the VRT by the Town of Front Royal from such general funds as may be required to total the thirty-two percent (32%) local match.

"B. VRT shall purchase one or more buses for the operation of the Franchise. VRT shall bear eighty-five percent (85%) of the cost to purchase, equip and decorate the bus(es) and the Town shall contribute to VRT fifteen percent (15%) of the cost."

Legal Evaluation: The Assistant Town Attorney will be available to answer legal questions.

Staff Recommendations: Staff is not aware of any issues that warrant not recommending renewal of the franchise to VRT. VRT does appear to provide affordable public transportation to places of most interest to most people in Town.

Planning Commission Recommendation: Not applicable.

Town Manager Recommendation: The Town Manager concurs with staff's recommendation.

Council Recommendation:

☐ Additional Worksession ☐ Regular Meeting ☐ No Action

Tina Presley

From: Greg McGowan <greg@vatransit.org>
Sent: Friday, July 25, 2014 2:22 PM
To: Doug Napier
Cc: 'Mark McGregor'; 'Mary Gayle Holden'; 'Kathy Finniff'; 'Darrel Feasel'; 'Bruce Simms'; 'Carol Menking'
Subject: Royal Trolley Franchise Continuation

Greetings Mr. Napier,

In response to your inquiry regarding the franchise agreement with VRT we have secured both Federal and State matching funds to continue this service as of October 1st, 2014.

If Council approves the budget we would definitely want to continue our long term agreement with the Town of Front Royal.

If you need any additional information or would like for me to attend the meeting and give a brief presentation I would be happy to do so.

Regards,

Greg McGowan



Greg McGowan, CCTM/CSSM

Virginia Regional Transit

West Central Region \ VaRides

Transit Manager

1099 Brandy Knoll Court

Culpeper, VA 22701

Office 540-825-2456 Ext 3101

FAX 540-825-6563

Cell 571-217-3136

www.vatransit.org

Our Mission

As a multifaceted organization, Virginia Regional Transit provides access to affordable transportation through passenger service, transit system management and other transit related services.

PUBLIC PASSENGER BUS SERVICE

(Adopted 6-28-04 by Ord. No. 7-04-Effective 7-1-04)
(Renewed 8-24-09 by Ord. No. 10-09-Effective 10-1-09)

180-185.1 FRANCHISE GRANTED

The Virginia Regional Transit, hereinafter known as "VRT", its lessees, successors and assigns, for the term and subject to the conditions and limitations hereinafter stated, is hereby granted a Franchise to occupy and use the streets, roads, avenues, alleys and other public places of the Town of Front Royal, Virginia, and to designate, maintain and use adjacent sidewalks for the operation of public passenger bus transportation services to the people of Front Royal utilizing the FTA 5311 Rural Transit Program (Section 5311 of the Federal Surface Transportation Efficiency Act).

180-185.2 PURPOSE OF THE FRANCHISE

The purpose of the Franchise is to permit VRT the right and privilege of operating a public passenger bus transportation service consisting of one or more passenger buses or mini-buses, wheelchair lift equipped and ADA compliant, driven by VRT-employed drivers with commercial driver's licenses, within the Town of Front Royal, and such portions of Warren County as the Town, the County, and VRT shall mutually agree, subject to the conditions and agreements as hereafter set forth.

180-185.3 TERM OF FRANCHISE

The term of the Franchise shall be for a period of five (5) years and three (3) months from the effective date of this Ordinance.

180-185.4 BUSES

For the purpose of providing public passenger bus service, VRT is authorized to operate buses capable of seating a minimum of thirteen (13) and a maximum of thirty-five (35) passengers along one or more routes to be determined by the Town following route surveys made by VRT. The buses shall be equipped with wheelchair lifts and shall be compliant with the Americans with Disabilities Act. The buses may bear such decorations, logos or insignias as shall be prescribed by Town Council. VRT shall perform such routine and appropriate maintenance of its bus(es) as shall be necessary to ensure uninterrupted, safe and effective service of this Franchise. VRT shall further employ drivers who have been appropriately trained and licensed for the operation of public passenger-buses, who have been familiar with the Town of Front Royal and the route(s) established therein, who have been submitted to a criminal background investigation, initial drug screening, and who are subject to periodic random drug testing pursuant to Federal regulations.

(Ord. No. 10-10 Removed Reference to "FRAT" 11-22-10-Effective Upon Passage)

180-185.5 REPAIRS

VRT shall promptly repair or replace any sidewalk, street, or other property of the Town which may be damaged or displaced by VRT in the operation of its public bus system. In the event that VRT fails or refuses to repair any damage to the property of the Town of Front Royal upon ten (10) days written notice to VRT, the Town may then undertake to repair or replace any damaged or displaced Town property, and the expense of such repairs or replacement shall be paid to the Town by VRT, and may be recovered in any manner prescribed by law, including application of the performance bond imposed hereunder.

180-185.6 INDEMNIFICATION

VRT agrees and bonds itself, by the acceptance of this Ordinance, to indemnify, keep and hold the Town of Front Royal free and harmless from liability on account of injury to persons or property growing out of the negligence of VRT, or its employees, or agents in the operation of its public bus service. Nothing herein, however, shall be construed to render VRT liable for the negligence of the Town of Front Royal, its agents or employees, or the negligence of other persons or entities.

180-185.7 MAINTENANCE

The rights and privileges set forth herein are granted to VRT upon the expressed condition and understanding that VRT will maintain its vehicles located within the Town of Front Royal in good and safe repair and order at all times during the terms of this Franchise Agreement.

180-185.8 INSPECTIONS

The Town of Front Royal, its employees or agents, shall have the right at any time to make inspections, upon reasonable notice, of VRT's buses or any part thereof.

180-185.9 ANNUAL PAYMENT AND OPERATION

VRT's operation under this Franchise Agreement shall be subject to an annual payment to the Town of Front Royal of ONE DOLLAR (\$1.00). The cost of operation of the Franchise shall be borne as follows:

A. Beginning on or about (October 1, 2009 and ending September 30, 2014), sixty-eight percent (68%) of the hourly costs of the operation, as invoiced from VRT to the Town, shall be paid to VRT by Federal and State contributions under the FTA 5311 Program. Thirty-two percent (32%) of the hourly costs shall be paid to the VRT by the Town of Front Royal from such general funds as may be required to total the thirty-two percent (32%) local match.

B. VRT shall purchase one or more buses for the operation of the Franchise. VRT shall bear eighty-five percent (85%) of the cost to purchase, equip and decorate the bus(es) and the Town shall contribute to VRT fifteen percent (15%) of the cost.

C. VRT shall replace its bus(es) used under this Franchise upon the later of three (3) years of service or 150,000 miles traveled. Each party shall bear the same proportion of the cost of replacement as is prescribed for the initial bus purchase in Subsection (B) above.

D. In the event that VRT fails to receive funds for the cost operation of the Franchise in accordance with the payment schedule set forth above, and then VRT shall have the right to terminate the operation of the Franchise upon thirty (30) days prior written notice to the Town.

180-185.10 PASSENGER FARES

VRT drivers shall collect from each passenger a fare to be set and determined by the Town Council by resolution. In setting fares, the Town Council may establish separate rates for adults, senior citizens, persons with physical disabilities, students and children. Town Council may provide for the advance purchase of tickets or tokens to be used for the payment of fares by passengers.

180-185.11 SCHEDULES

VRT's bus(es) shall operate on such schedules(s) as shall be established and adopted by the Town Manager or his designee, pursuant to route surveys completed by VRT or by demand or both.

180-185.12 ROUTES AND STOPS

VRT's bus(es) shall operate on such route(s) and regularly make such scheduled stops at locations established by the Town Manager or his designee, pursuant to route surveys completed by VRT or by demand or both. VRT shall be responsible for the marking of regular bus stops by appropriate signage containing route name or number and schedule for stop, as shall be appropriate.

180-185.13 COMPLIANCE WITH LAWS

VRT and its drivers shall comply with all state and local traffic, registration, licensing and inspection laws, including, but not limited to, Sections 46.2-107, 46.2-694 and 46.2-695 of the Code of Virginia (1950), as amended.

180-185.14 INSURANCE

VRT, as a condition of Franchise approval, shall obtain and maintain throughout the term of the Franchise a General Liability insurance policy in the amount of not less than TEN MILLION DOLLARS (\$10,000,000.00) from an insurance provider approved to do business within the Commonwealth of Virginia, and shall name the Town of Front Royal as an additional insured party.

180-185.15 BOND

VRT, as a condition of Franchise approval, shall execute a bond in the amount of ONE THOUSAND DOLLARS (\$1,000.00) with security acceptable to the Town of Front Royal to ensure VRT's satisfactory performance of its obligation under this Franchise.

180-185.16 GOVERNING LAW

In any controversy or dispute concerning the terms of the Franchise, the laws of the State of Virginia shall apply.

180-185.17 SEVERABILITY

In the event that any section, subsection, sentence, clause, phrase or a portion of the Franchise Ordinance is for any reasons held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and will be severed from all other portions without affecting the validity of the remainder.

180-185.18 EQUAL OPPORTUNITY REQUIRED

VRT shall not refuse to hire, or employ, nor bar, nor discharge from employment, nor discriminate against any person, because of sex, race, creed, religion, age or national origin.

180-185.19 SUCCESSORS OR ASSIGNEES

The rights, privileges and obligations hereby granted to VRT may not be assigned without express written consent of the Town Council.

All rights and privileges hereby granted to VRT may be exercised by any successor or assignee of VRT, but said successor or assignee shall be subject to the provisions, obligations, stipulations and requirements hereby prescribed. The Town reserves the right to increase the required performance bond imposed hereunder for any successor or assignee.

180-185.20 FRANCHISE RIGHTS

The Town of Front Royal grants to VRT an exclusive Franchise for the operation of a public passenger bus service and for no other purpose.

180-185.21 REMEDIES

A. The sole remedy for any violation of this Franchise shall be limited to the following. Upon the occurrence of any uncured default in the obligations of the Franchise, Town shall have the right:

1. To compel the Franchisee by mandamus or injunction to cure and correct any violation or default of the terms and obligations of the Franchise;
2. To suspend or revoke the Franchise. Upon such revocation, the Franchise shall be automatically deemed null and void and have no force or effect, and Franchisee shall remove its equipment from Town as and when requested by Town.

B. In the event that the Town believes that grounds for suspension or revocation exist or have existed the Town may notify the Franchisee in writing set forth the nature and facts of such non-compliance. If within thirty (30) days following such written notification that the Franchisee has not furnished reasonably satisfactory evidence that corrective action has been taken or is being

actively and expeditiously pursued, or that the alleged violations did not occur, or that the alleged violations were beyond the Franchisee's control, the Town shall publish a notice setting forth the time, place, and general purpose of a public hearing to consider suspension or revocation of the Franchise notice of such hearing at least ten (10) days prior to such public hearing. The Franchisee and any interested person shall be entitled to be heard at such hearing. Upon a finding by the Town Council of uncorrected defaults in the terms and obligations under this Franchise, the Council shall have the option to suspend or revoke the Franchise.