GRAND OPENING OF HAPPY CREEK TRAIL @ 6:00PM

TOWN OF FRONT ROYAL, VIRGINIA TOWN COUNCIL MEETING

Monday, September 22, 2014 @ 7:00pm
Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of the Regular Council Meeting minutes of August 25, 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 Northern Shenandoah Valley Regional Commission – Martha Shickle
   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)**
   A. COUNCIL APPROVAL – Highway Safety Program Grant for Police Department
   B. COUNCIL APPROVAL – Budget Amendment to Accept VML Grant Monies
   C. COUNCIL APPROVAL – Bid for De-Icing Road Salt
   D. COUNCIL APPROVAL – Sole Source Purchase of Radio Read Water Meters

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

8. **COUNCIL APPROVAL** – An Ordinance to Renew Town Code Sections 180-185.1 through 180-185.21 Pertaining to the Operation of a Public Passenger Bus Service and Amend Town Code Section 180-185.9 Annual Payment and Operation. *(2nd Reading)*

WORK SESSION
(to follow the regular meeting)

1. Council Packet/Electronic Delivery – Town Manager

2. CLOSED MEETING – Personnel Matter and Consultation with Legal Counsel

Town of Front Royal, Virginia
Council Agenda Statement

Meeting Date: September 22, 2014

Agenda Item: COUNCIL APPROVAL – Highway Safety Program Grant for Police Department

Summary: Council is requested to approve the acceptance of a Division of Motor Vehicle (DMV) Highway Safety Program Grant in the amount of $8,345.00 contingent upon a matching amount of $4,172.00 (total 12,517.00). Funding will be used for the replacement of two RADAR units in patrol vehicles and reimbursement for overtime funds used for specific speed enforcement operations. It is also requested to authorize the Town Manager to execute the necessary documents for the grant disbursement.

Budget/Funding: Matching portion of grant funding is allocated within the Police Department's Operational Budget.

Attachments: Letter from DMV and Grant Document

Meetings: None

Staff Recommendation: Approval ✓ Denial_____

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

Proposed Motion: **I move that Council approve the acceptance of a Division of Motor Vehicle (DMV) Highway Safety Program Grant in the amount of $8,345.00 contingent upon a matching amount of $4,172.00 (total $12,517.00) to replace two RADAR units in patrol vehicles and reimbursement for overtime funds used for specific speed enforcement operations. I further move to authorize the Town Manager to execute the necessary documents for the grant disbursement.**

*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: _____

COMMONWEALTH of VIRGINIA
Department of Motor Vehicles
2300 West Broad Street

Richard D. Holcomb
Commissioner

Post Office Box 27412
Richmond, VA 23269-0001

August 11, 2014

Mr. Travis Cave
Master Police Officer
Front Royal Town
23 East Jackson Street
Front Royal, VA 22644

Dear Mr. Cave:

Safety has been and will continue to be a high priority in Virginia's overall transportation system. The McAuliffe administration is committed to ensuring that safety is the highest priority in the development of the Commonwealth's multi-modal transportation system.

I am pleased to inform you that the highway safety project proposal(s) listed below has been approved for pass-through grant funding from the National Highway Traffic Safety Administration for Federal Fiscal Year (FFY) 2015.

Program Project ID# - CFDA#	Project Title	Amount Approved
SC-2015-55340-6079-20.600	Selective Enforcement - Speed	$8,345.00

The availability of funds under this grant is contingent upon two conditions: (1) the project director and the fiscal contact responsible for the financial management of your grant must attend a grantee workshop and (2) the release of federal funds to the Commonwealth. Your assigned program manager will be contacting you to provide the dates and locations for this mandatory training.

You will receive the project agreement(s), scope of work, special conditions, and project budget during the training session. As the recipient of a FFY 2015 grant award, it is important that you read and follow the information carefully. If you have any questions regarding the conditions, please contact the program manager assigned to your grant.

Thank you for your commitment and participation in improving highway safety. We look forward to the positive impact that your project will have on making our roadways safer.

Sincerely,

Richard D. Holcomb

RDH/sb

Program Manager: Doug Stader

www.dmvNow.com
Virginia Department of Motor Vehicles
Post Office Box 27412
Richmond, Virginia 23269-0001

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

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

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

Sub Grantee:	**Front Royal Town**
Project Title:	**Selective Enforcement - Speed**
Project Number/CFDA Number:	SC-2015-55340-6079-20.600
Grant Award Amount	**$8,345.00**
Source of funds obligated to this award:	U.S. Department of Transportation National Highway Traffic Safety Administration
Period of Performance for this project (hereinafter "Grant Period"):	From October 1, 2014, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2015. Allow 21 days for the Department to complete its review and signature. **FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2015.**

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

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

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

SIGNATURES OF AUTHORIZED APPROVING OFFICIALS

For Sub Grantee:

JASON A. RYMAN CAPTAIN
Name and Title of Project Director (print)

J. A. Ryman — 9-11-14
Signature — Date

Name and Title of Authorized Approving Official (print)

Sub Grantee's DUNS Number _____

Does your locality/legal entity expend $500,000 or more annually in total federal funds? *(check one)* ____Yes ____No

Signature — Date

For Virginia Department of Motor Vehicles:

John Saunders
Director, Virginia Highway Safety Office (print)

Signature — Date

DMV

Department of Motor Vehicles

Grant Budget Lines

Date Run: 09- JUL- 2014

SC- 2015 - 55340 - 6079 - Front Royal Town **PM: Doug Stader** **Project Director Initials ____ Date**

Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds
Personnel	140 overtime hours at $30/hr. SE- Speed	140	30.00	4,200.00	4,200.00	0.00
Other Direct Costs	Fuel and vehicle maintenance.	1	4,172.50	4,172.50	0.00	4,172.50
Equipment	Kustom Signals Golden Eagle II Radar units and applicable tunning forks and equipment	1	1,700.00	1,700.00	1,700.00	0.00
Equipment	Kustom Signals Raptor RP-1 motorcycle RADAR unit and applicable equipment	1	2,445.00	2,445.00	2,445.00	0.00
			Total:	**12,517.50**	**8,345.00**	**4,172.50**

Sub Grantee Name: _____ Project #: _____

STATEMENT OF WORK AND SPECIAL CONDITIONS

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

   a. List Specific Program Elements:

   For October 1, 2014 through December 31, 2014

   Estimated 35 number of overtime hours to be used

   Estimated 7 number of saturation patrols

   For January 1, 2015 through March 31, 2015

   Estimated 35 number of overtime hours to be used

   Estimated 7 number of saturation patrols

   For April 1, 2015 through June 30, 2015

   Estimated 35 number of overtime hours to be used

   Estimated 7 number of saturation patrols

   July 1, 2015 through September 30, 2015

   Estimated 35 number of overtime hours to be used

   Estimated 7 number of saturation patrols

   b. To conduct a minimum of 4 saturation patrols for the Click It or Ticket Mobilization in May 2015.

   c. To conduct a minimum of 5 saturation patrols for the Checkpoint Strike Force Campaign.

   d. To have 0 number of sworn officers attend 0 number DMV approved traffic safety related training events (e.g. ACTS, NHTSA Safety Summit, Field Sobriety Testing).

   e. Increase from number of radar units in active use from 10 to 10. (If approved, all units must be ordered by December 31, 2014 and put in service by March 31, 2015).

Project Director _____ Initial 9-11-14 Date

Department of Motor Vehicles | Virginia Highway Safety Office

Staunton Region *August 2014 Workshops*

Front Royal Speed Crash Stats

CY 2012		CY 2013
0	Fatal CRASHES	0

Highest Time Periods

Highest Days

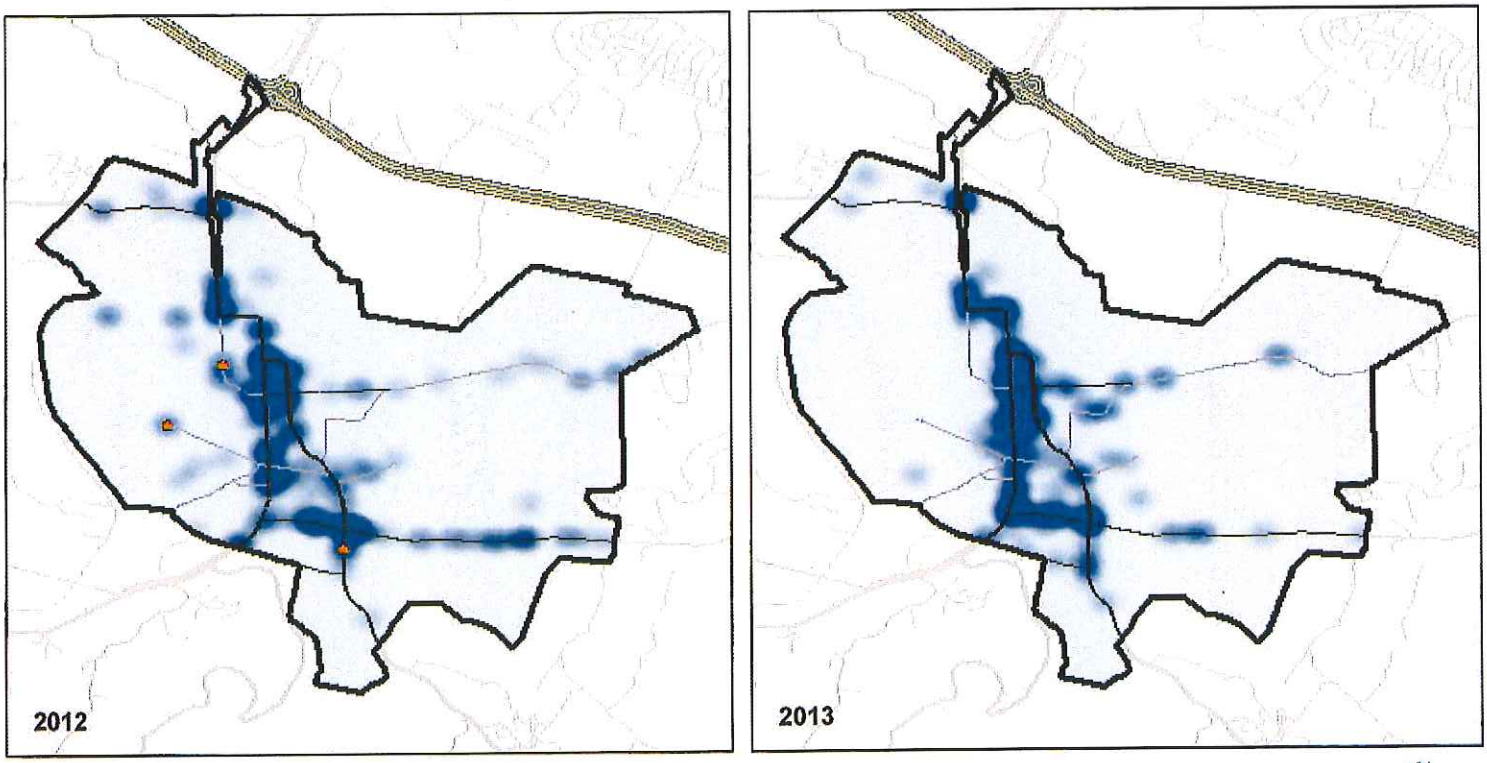
Highest Months

CY 2012		CY 2013
3	Serious Injury CRASHES	0

Midnight - 2:59am • 6:00pm- 8:59pm — **Highest Time Periods**
67% of Speed serious injury crashes

Wednesday • Sunday — **Highest Days**
67% of Speed serious injury crashes

September • May — **Highest Months**
67% of Speed serious injury crashes



Front Royal Speed Related Crashes

Interstate Crashes	Non-interstate Crashes
Fatal	Fatal
Serious Injury	Serious Injury

0 0.5 1 2
Miles

N

Virginia Tech

Department of Motor Vehicles Virginia Highway Safety Office

Staunton Region *August 2014 Workshops*

Front Royal Speed Crash Stats

CY 2012 Fatal Crashes

Street	Cross Street	Count

CY 2013 Fatal Crashes

Street	Cross Street	Count

CY 2012 Serious Injury Crashes

Street	Cross Street	Count
MAIN ST		1
REMOUNT RD		1
SHENANDOAH AVE		1

CY2013 Serious Injury Crashes

Street	Cross Street	Count

Crash Trends

Available Crash Data for Calendar Year (CY)	CY 2010	CY 2011	CY 2012	CY 2013
TOTAL CRASHES	195	168	195	152
FATAL CRASHES	1	1	0	0
INJURY CRASHES	49	59	76	41
Speed Related Fatal Crashes	0	0	0	0
Percent of Speed Related Fatal Crashes to Total Fatal Crashes	0%	0%	0%	0%
Speed Related Injury Crashes	5	4	17	6
Percent of Speed Related Injury Crashes to Total Injury Crashes	10%	7%	22%	15%

HIGHWAY SAFETY GRANT AGREEMENT
GENERAL TERMS AND CONDITIONS

1. Purpose and Background. The Department is awarding this grant to support the implementation of highway safety projects by state, local and non-profit partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the federal program areas under Public Law 112-141, Moving Ahead for Progress in the 21st Century Act (MAP-21).

2. Paid Media. Grants consisting of $100,000 or more in paid media funds will be required to perform pre- and post-surveys during the Grant Period. The level of assessment is based on the cost of a paid advertising campaign as follows:

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

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

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

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

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

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

   Sub Grantee must request advance, written approval from the Department to sell, transfer or dispose of any and all non-expendable equipment purchased in whole or in part with the use of federal highway safety funds. Disposition of funds from the sale of equipment to another entity must be

Article 1. COMPLIANCE WITH LAWS

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

Article 2. STANDARD ASSURANCES

The Sub Grantee hereby assures and certifies that it will comply with applicable laws, regulations, policies, guidelines, and requirements, including 23 U.S.C. (United States Code) 402, Highway Safety Programs, as amended; 23 U.S.C. 405, National Priority Safety Programs; 49 CFR (Code of Federal Regulations), Part 18; 49 CFR, Part 19; 2 CFR Part 220; 2 CFR Part 225; 2 CFR Part 230; 2 CFR Part 215 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, formerly OMB Circular 110; OMB Circular A-102; OMB Circular A-133; the federal Highway Safety Grant Funding Policy for Field-Administered Grants (revised February 2002); the federal Uniform Guidelines for State Highway Safety Programs; the Procedures for the Transportation Safety Grants Program and subsequent amendments; and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Sub Grantee assures and certifies that:

A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub Grantee's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized approving official of the Sub Grantee to act in connection with the application and to provide such additional information as may be required.

B. It does and will comply and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and, in accordance with that Act, no person shall discriminate on the basis of race, color, sex, national origin, age, religion, or disability.

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

D. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

E. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all state and local government officers and employees.

H. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.

I. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia

H. The Sub Grantee will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before the Sub Grantee can demonstrate that funds for the corresponding portion of the matching requirement have been received by Sub Grantee. A matching report must be submitted with each reimbursement voucher.

I. The Sub Grantee agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Grant Program Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. The Sub Grantee agrees to submit the final Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Grant Period or **November 5**.

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

J. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.

K. Grant Agreements supported with federal or state funds are limited to the length of the Grant Period specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Sub Grantee may apply for funding assistance beyond the initial Grant Period. Preference for funding will be given to those projects for which the Sub Grantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

L. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, including this Grant Agreement, the Sub Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds provided for the project or program.

Article 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Sub Grantee, giving notice of intent to terminate the Grant Agreement, as specified in Article 11, Termination.

Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT

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

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

Article 8. RECORDS

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

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

Article 9. INDEMNIFICATION

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

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

Article 10. DISPUTES AND REMEDIES

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

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

Article 11. TERMINATION

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

Article 15. PROCUREMENT AND PROPERTY MANAGEMENT

The Sub Grantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to the Grant Agreement in accordance with Virginia law and Department policies and procedures, provided that such laws, policies and procedures are not in conflict with federal standards, as appropriate, in

- 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments or
- 49 CFR, Part 19 (and 2 CFR Part 215), Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.

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

Article 16. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

Article 17. RESEARCH ON HUMAN SUBJECTS

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

Article 18. ASSIGNMENT

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

Article 19. NONDISCRIMINATION

A. The Sub Grantee WILL COMPLY WITH ALL Federal Statutes and implementing regulations relating to nondiscrimination. These include, but are not limited to:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21);
2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27);
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
5. The Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities;

Article 22. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the Disadvantaged Business

Enterprise requirements of 49 CFR Part 26, apply to the Grant Agreement as follows:

- The Sub Grantee agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Sub Grantee shall make good faith efforts, in accordance with 49 CFR Part 26, to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.

- The Sub Grantee and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

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

Article 23. DEBARMENT/SUSPENSION

A. The Sub Grantee certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any state or federal department or agency or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension;

2. Have not within a three (3) year period preceding the Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and

4. Have not, within a three (3) year period preceding the Grant Agreement, had one or more federal, state, or local public transactions terminated for cause or default.

B. Where the Sub Grantee is unable to certify to any of the statements in this Article, such Sub Grantee shall attach an explanation to the Grant Agreement.

C. The Sub Grantee is prohibited from making any subcontract or sub award or permitting any subcontract or sub award to any party that does not certify to the Sub Grantee that such party meets the requirements set forth in Section A., Items 1 – 4 of this Article. When requested by the Department, Sub Grantee shall furnish a copy of such certification.

D. The Sub Grantee shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

Article 27. ADDITIONAL PROVISIONS

A. Signature Authorized. The Sub Grantee's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

B. Headings. The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.

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

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

To Sub Grantee: _____

_____

_____

_____

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

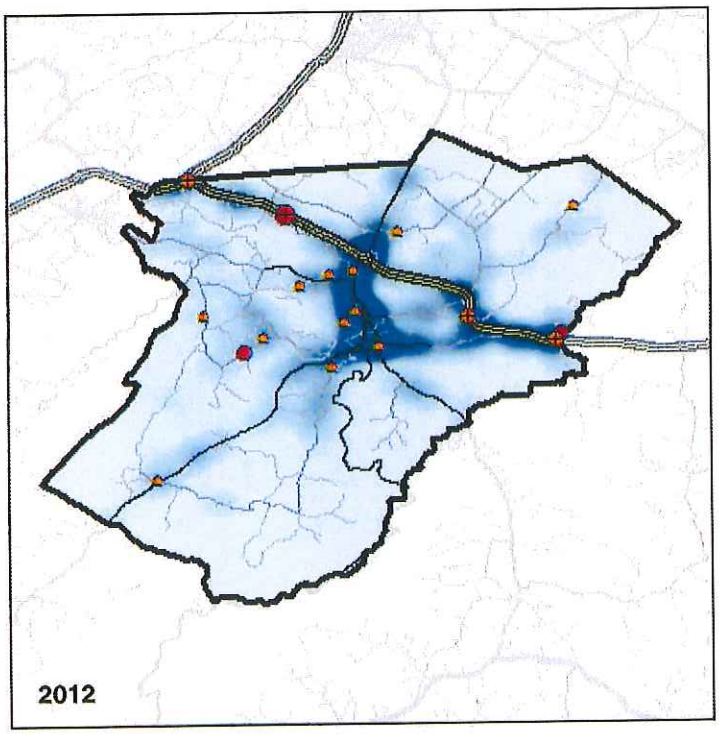
Department of Motor Vehicles | Virginia Highway Safety Office

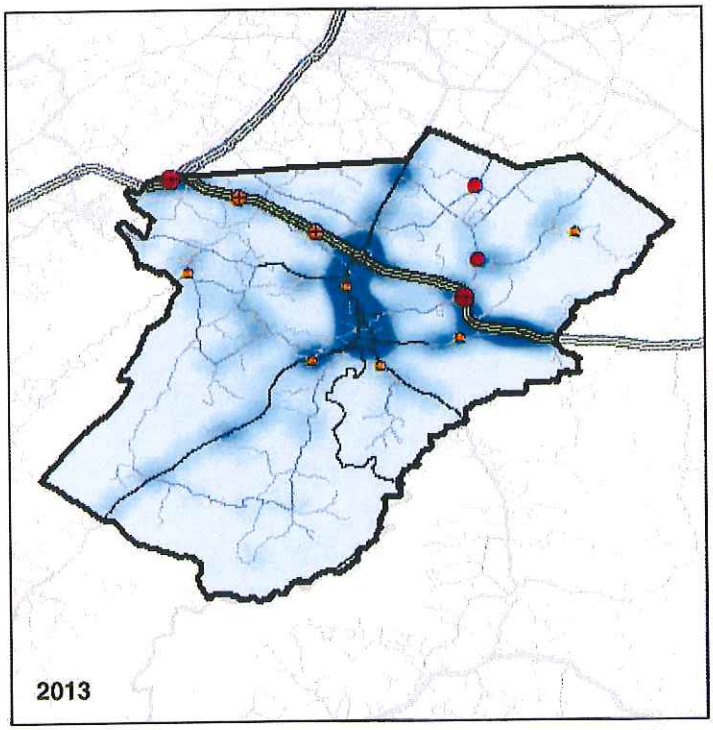
Staunton Region — *August 2014 Workshops*

Warren County Speed Crash Stats

CY 2012		CY 2013
3	**Fatal CRASHES**	4
3:00pm- 5:59pm *67% of Speed fatal crashes*	**Highest Time Periods**	Noon- 2:59pm • Midnight - 2:59am *50% of Speed fatal crashes*
Tuesday • Thursday *67% of Speed fatal crashes*	**Highest Days**	Saturday *50% of Speed fatal crashes*
September • June *67% of Speed fatal crashes*	**Highest Months**	March • July *50% of Speed fatal crashes*

CY 2012		CY 2013
15	**Serious Injury CRASHES**	8
Midnight - 2:59am • 6:00pm- 8:59pm *53% of Speed serious injury crashes*	**Highest Time Periods**	6:00pm- 8:59pm • 6:00am - 8:59am *50% of Speed serious injury crashes*
Saturday *33% of Speed serious injury crashes*	**Highest Days**	Friday *38% of Speed serious injury crashes*
March *20% of Speed serious injury crashes*	**Highest Months**	September • October *25% of Speed serious injury crashes*





Warren County Speed Related Crashes

Interstate Crashes: Fatal; Serious Injury

Non-Interstate Crashes: Fatal; Serious Injury

0 3.5 7 14

Miles

N

Virginia Tech

Department of Motor Vehicles | Virginia Highway Safety Office

Staunton Region *August 2014 Workshops*

Warren County Speed Crash Stats

CY 2012 Fatal Crashes

Street	Cross Street	Count
FREEZELAND RD		1
I-66		1
RIVERMONT DR		1

CY 2013 Fatal Crashes

Street	Cross Street	Count
I-66		1
I-81		1
MORGAN FORD RD		1
ROCKLAND RD		1

CY 2012 Serious Injury Crashes

Street	Cross Street	Count
I-66		3
BROWNTOWN RD		1
DUCK ST		1
HOWELLSVILLE RD		1
MAIN ST		1
MOUNTAIN RD		1
PUNCH RUN RD		1
REMOUNT RD		1
RIVERMONT DR		1
ROCKLAND RD		1

3 locations not included in summary table above with 1 or fewer crashes

CY2013 Serious Injury Crashes

Street	Cross Street	Count
I-66		2
BLUE MOUNTAIN RD		1
JOHN MARSHALL HWY	HIGH KNOB RD	1
MOUNTAIN RD		1
REMOUNT RD		1
SHENANDOAH AVE		1
STONEWALL JACKSON HWY	SNAKE RD	1

Crash Trends

Available Crash Data for Calendar Year (CY)	CY 2010	CY 2011	CY 2012	CY 2013
TOTAL CRASHES	560	537	543	545
FATAL CRASHES	9	4	5	5
INJURY CRASHES	165	191	195	159
Speed Related Fatal Crashes	2	2	3	4
Percent of Speed Related Fatal Crashes to Total Fatal Crashes	22%	50%	60%	80%
Speed Related Injury Crashes	52	45	60	38
Percent of Speed Related Injury Crashes to Total Injury Crashes	32%	24%	31%	24%

Department of Motor Vehicles | Virginia Highway Safety Office

Staunton Region — *August 2014 Workshops*

Warren County Speed Crash Stats

Data provided for January 1st through June 15th

CY 2013		CY 2014 *(preliminary data)*
2	**Fatal CRASHES**	2
Midnight - 2:59am • 3:00pm- 5:59pm *100% of Speed fatal crashes*	**Highest Time Periods**	Midnight - 2:59am • 3:00pm- 5:59pm *100% of Speed fatal crashes*
Saturday • Monday *100% of Speed fatal crashes*	**Highest Days**	Saturday • Friday *100% of Speed fatal crashes*
March • February *100% of Speed fatal crashes*	**Highest Months**	May • January *100% of Speed fatal crashes*

CY 2013		CY 2014 *(preliminary data)*
3	**Serious Injury CRASHES**	8
6:00pm- 8:59pm • 6:00am - 8:59am *67% of Speed serious injury crashes*	**Highest Time Periods**	3:00pm- 5:59pm *50% of Speed serious injury crashes*
Friday *67% of Speed serious injury crashes*	**Highest Days**	Sunday *38% of Speed serious injury crashes*
May • March *67% of Speed serious injury crashes*	**Highest Months**	February *50% of Speed serious injury crashes*

Crash Trends

Available Crash Data for Calendar Year (CY)	CY 2011†	CY 2012†	CY 2013†	CY 2014*†
TOTAL CRASHES	225	249	201	246
FATAL CRASHES	0	3	3	3
INJURY CRASHES	84	101	63	65
Speed Related Fatal Crashes	0	2	2	2
Percent of Speed Related Fatal Crashes to Total Fatal Crashes	0%	67%	67%	67%
Speed Related Injury Crashes	22	29	15	19
Percent of Speed Related Injury Crashes to Total Injury Crashes	26%	29%	24%	29%

† January 1st - June 15th
**preliminary data*

Town of Front Royal, Virginia
Council Agenda Statement

Meeting Date: September 22, 2014

Agenda Item: COUNCIL APPROVAL – Budget Amendment to Accept VML Grant Monies

Summary: Council is requested to approve a Budget Amendment in the amount of $2,839.00 to accept grant monies received through Virginia Municipal League (VML) Insurance Program Risk Management Grant Program for FOG (fats, oils, & grease) training received July 29. 2014 for the same amount.

Budget/Funding: 1000-3410209 [Grants – reimbursements]
1202-5515 [Risk Management – Training]

Attachments: Letter from VML Insurance Programs

Meetings: None

Staff Recommendation: Approval ✓ Denial _____

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

Proposed Motion: **I move that Council approve a Budget Amendment in the amount of $2,839.00 to accept grant monies received through Virginia Municipal League (VML) Insurance Program Risk Management Grant Program for FOG (fats, oils, & grease) training received July 29. 2014 for the same amount.**

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

Approved By: JB

VML INSURANCE PROGRAMS
Virginia's Local Government Specialists™

P.O. Box 3239 | Glen Allen | Virginia | 23058 | (804) 273-0038 | (800) 963-6800 | Fax: (804) 273-0560 | www.vmlins.org

September 2 , 2014

Ms. Sue McIntosh, Risk Manager
Town of Front Royal
102 E. Main St
Front Royal, VA 22630

2014-2015 Fund Year

Check Amount Enclosed	*Description:*
$2,839.00	Outside training agency to perform FOG training and provide inspection guide

Dear Ms. McIntosh:

Thank you for your participation in the VML Insurance Programs Risk Management Grant program. Enclosed is a check for the award amount. We hope you will give us the opportunity to support your risk management efforts again next year.

Visit the VML Insurance Programs website at www.vmlins.org for more information on risk management resources and services available to you.

Sincerely,

Beth A. Rosenthal

Beth A. Rosenthal
Director of Safety Services
brosenthal@vmlins.org
800-963-6800 ext. 7326

cc: Mr. Pete Strickler

Town of Front Royal, Virginia
Council Agenda Statement

Item No. 7(C)

Meeting Date: September 22, 2014

Agenda Item: COUNCIL APPROVAL – Bid for De-Icing Road Salt

Summary: Council is requested to approve a bid for de-icing road salt during the upcoming 2014-2015 winter season through April 30, 2015 to Mid-Atlantic Salt at a cost of $77.90 per ton.

Budget/Funding: FY15 Highway Maintenance budget line item 4500-45478 "Snow Removal"

Attachments: Memorandum and Quotation Tabulation from Purchasing Agent

Meetings: None

Staff Recommendation: Approval ✓ Denial_____

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

Proposed Motion: **I move that Council approve a bid for de-icing road salt during the upcoming 2014-2015 winter season through April 30, 2015 to Mid-Atlantic Salt at a cost of $77.90 per ton.**

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

Approved By: JB

MEMORANDUM

Date: September 12, 2014

To: Tina Presley, Senior Administrative Assistant
Jennifer Berry, Clerk of Council

From: Cindy Hartman, Purchasing Agent

RE: Agenda Item

On Thursday, September 11, 2014, I held a bid opening to set firm pricing for the purchase of road salt during the upcoming winter season through April 30, 2015. Out of 11 vendors directly solicited, I received five (5) responses (see attached tabulation sheet). The lowest quotation was submitted by Mid-Atlantic Salt, at a cost of $77.90 per ton.

As we have no means of forecasting the quantity of salt we will use during a winter season, the request is for an estimated quantity up to 2500 tons. Due to the dollar amount the Town historically spends for this commodity, the award will need Town Council approval. Please add this to the September 22, 2014 agenda, for their action.

During last year's winter season, we purchased close to 1,872 tons of salt from this same company, Mid-Atlantic Salt, for a total expenditure of $123,904.03.

Staff recommends the award for deicing road salt for the 2014-2015 winter season be made to Mid-Atlantic Salt at a cost of $77.90 per ton. Funding to purchase this commodity is in the FY15 Highway Maintenance budget line item 4500-45478 "Snow Removal".

TOWN OF FRONT ROYAL, VIRGINIA

Quotation Tabulation

Item: ROAD SALT

Quotation #26

Date: September 11, 2014

Mailed: 11

Replied 5

	Vendor Quotation				
	OCEANPORT CLAYMONT DELAWARE	CARGILL NORTH OLMSTEAD OHIO	EASTERN SALT LOWELL MASS.	MORTON SALT CHICAGO ILLINOIS	MID-ATLANTIC NARBERTH PENN.
QUANTITY	QUOTATION	QUOTATION	QUOTATION	QUOTATION	QUOTATION
FIRM DELIVERED PRICE THROUGH APRIL 30, 2015. ROAD SALT - PER TON ESTIMATED TONNAGE UP TO 2500 TONS	$95.00	$86.25	$94.50	$90.11	$77.90
TOTAL QUOTATION					

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

Witness

Purchasing Agent

Town of Front Royal, Virginia
Council Agenda Statement

Meeting Date: September 22, 2014

Agenda Item: COUNCIL APPROVAL – Sole Source Purchase of Radio Read Water Meters

Summary: Council is requested to approve a soul source purchase of 350 5/8" T-10 E-Coder R900I radio read water meters with antennas for inventory to be used as needed from HD Supply Waterworks at a cost of $78,750.00. As the Town moves ahead with the metering project, the meters currently in the Town's water system are being replaced with radio read water meters.

Budget/Funding: FY15 Water Line Maintenance budget line item 9602-47530 "Capital Inventory"

Attachments: Memorandums from Purchasing Agent and Crew Supervisor for Water-Sewer Maintenance Robert Boyer, Letter from Neptune Technology Group, Inc. and Sole Source Justification Form

Meetings: None

Staff Recommendation: Approval ✓ Denial_____

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

Proposed Motion: **I move that Council approve a soul source purchase of 350 5/8" T-10 E-Coder R900I radio read water meters with antennas for inventory to be used as needed from HD Supply Waterworks at a cost of $78,750.00.**

*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: JSB

MEMORANDUM

Date: September 12, 2014

To: Tina Presley, Senior Administrative Assistant
Jennifer Berry, Clerk of Council

From: Cindy Hartman, Purchasing Agent

RE: Agenda Item

On Thursday, September 4, 2014, I received a memo from Robert Boyer requesting the purchase of 350 water meters for inventory, at a cost of $225.00 per meter. As we have move ahead with the metering project, the meters currently in our water system are being replaced with radio read water meters. Meters are kept in inventory for use as needed.

HD Supply Waterworks is the only authorized Neptune distributor for our area (see attached letter), so this would be considered a "sole source" purchase.

Staff recommends the purchase from HD Supply Waterworks of 350 5/8" T-10 E-Coder R900I meters with antenna, for a total purchase cost of $78,750.00. Funding for this purchase is in the FY15 Water Line Maintenance budget line item 9602-47530 "Capital Inventory".

MEMORANDUM

TO: Jimmy Hannigan

FROM: Robert B. Boyer

DATE: 9-4-14

SUBJECT: Request to purchase 350 5/8" t-10, E-Coder R900I w/ Antenna

I would like to request the purchase of 350 5/8" t-10 R900I water meters for inventory since we are currently updating areas that difficult to read and getting low on the meters we have stock. The cost of the meters which is $ 78,750.00 can be taken out of line item 9602-7530 which is capitol Inventory. The R900I meter is what we have been using for our radio read system and to meet the town's specs. The quality of these meters is very good and they have a 10 year warranty on this product.

The R900I water meters are radio read meters so this saves a lot of time when reading large areas where the meters are spread far apart.

NEPTUNE
TECHNOLOGY GROUP INC.

September 26, 2012

To whom this may concern:

Neptune Technology Group Inc. sells and services Neptune meters, parts and AMR systems through trained and certified distributors throughout the United States and Canada.

Since reading systems are proprietary and they require dedicated meter system specialist to help them perform properly, it is imperative to have one master distributor in this region.

HD Supply, located in Martinsburg, WV is Neptune's exclusive distributor for the Virginia, West Virginia and Maryland markets.

Please let me know if I can be of further assistance.

Sincerely,

Ronnie E. Shirley

Southeast Regional Manager

SOLE SOURCE JUSTIFICATION FORM

Requesting Department: Water & Sewer Maintenance
Description of Commodities of Services: 350 5/8" R900I Neptune ecoder water meters

On the lines below initial all entries that apply to this procurement.

RBB Original manufacturer's equipment or parts subject to specific patent or copyright (Please attach supporting documentation)

RBB Equipment or parts not interchangeable with similar parts or equipment of another manufacturer (Please attach supporting documentation)

RBB Original manufacturer's parts required to maintain equipment warranty (Please attach copy of manufacturer's warranty)

RBB This is the only known equipment or part that meets the specialized needs of this department or perform the intended function (Please attach explanation)

RBB This is the only known vendor that can perform the repair, maintenance, or render the service. (Please attach supporting documentation)

_____ Commodities or services are only available from this vendor because of legal requirements. (Please attach explanation)

_____ None of the above apply (Please attach explanation)

Based on the above, I request that competitive purchasing procedures be waived and that the commodities or services be procured as a sole source procurement. I have obtained a price quote from this sole source vendor and the price has been determined to be fair and reasonable based on:

Circle one: (History Cost of similar commodities or services)

Published prices Negotiated cost

The Town of Front Royal Procedures for Purchasing and Procurement Manual provides that written notification of a sole source purchase must be posted in a designated public area, published in a newspaper of general circulation, or posted on the Town of Front Royal web site.

Iniator: Robert B. Bayse
Signature

Date: 9-16-14

Verification by Department Head: _____ 9-16-14
Signature

Town of Front Royal, Virginia
Council Agenda Statement

Meeting Date: September 22, 2014

Agenda Item: COUNCIL APPROVAL – An Ordinance to Renew Town Code Sections 180-185.1 through 180-185.21 Pertaining to the Operation of a Public Passenger Bus Service and Amend Town Code Section 180-185.9 "Annual Payment and Operation *(2nd Reading)*

Summary: Council is requested to adopt on its second and final reading an Ordinance to Renew Town Code Sections 180-185.1 through 180-185.21 Pertaining to the Operation of a Public Passenger Bus Service and Amend Town Code Section 180-185.9 "Annual Payment and Operation. If approved the Franchise for Passenger Bus Service in the Town of Front Royal will be extended for a period of five years beginning October 1, 2014 and ending September 30, 2019.

Budget/Funding: None

Attachments: Proposed Ordinance

Meetings: Work Session held June 16 and August 4, 2014.
Public Hearing held September 8, 2014

Staff Recommendation: Approval ✓ Denial_____

Proposed Motion: **I move that Council adopt on its second and reading an Ordinance to Renew Town Code Sections 180-185.1 through 180-185.21 Pertaining to the Operation of a Public Passenger Bus Service and Amend Town Code Section 180-185.9 "Annual Payment and Operation for a period of five years beginning October 1, 2014 and ending September 30, 2019.**

ROLL CALL VOTE REQUIRED

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

Approved By: JB

ORDINANCE TO RENEW TOWN CODE SECTIONS 180-185.1 THROUGH 180-185.21 PUBLIC PASSENGER BUS SERVICE AND AMEND TOWN CODE SECTION 180-185.9 ANNUAL PAYMENT AND OPERATION

WHEREAS, the 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; and,

WHEREAS, the Town granted a five year franchise to VRT originally effective July 1, 2004, which was renewed for an additional five year term effective October 1, 2009. Council is requested to consider renewal of the franchise for an additional five year term and amend Section 180-185.9 Annual Payment and Operation; and,

NOW, THEREFORE, BE IT ENACTED by the Town Council of the Town of Front Royal, Virginia that Town Code Sections 180-185.1 through 180-185.21 Public Passenger Bus Service of the Front Royal Town Code are hereby renewed/amended as follows:

PUBLIC PASSENGER BUS SERVICE

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.

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~~ **2014** and ending September 30, ~~2014~~ **2019**), 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.

This ordinance shall become effective October 1, 2014.

APPROVED:

_____
Timothy W. Darr, Mayor

ATTEST:

_____
Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____2014, upon the following recorded vote:

Thomas H. Sayre	Yes/No	Bret W. Hrbek	Yes/No
Hollis L. Tharpe	Yes/No	Eugene R. Tewalt	Yes/No
N. Shae Parker	Yes/No	Daryl L. Funk	Yes/No

A public hearing on the above was held on _____,2014 having been advertised in the Northern Virginia Daily on _____,2014 and _____,2014. The Ordinance was enacted at the Regular Meeting of the Town Council held _____2014.

Approved as to form and legality:

_____
Douglas W. Napier, Town Attorney
Date: ____/____/_____

TOWN COUNCIL WORK SESSION

Monday, September 22, 2014 (to follow regular meeting)
Warren County Government Center

Town/Staff Related Issues:
1. Council Packet/Electronic Delivery

2. CLOSED MEETING – Personnel Matter and Consultation with Legal Counsel

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, pursuant to Section 2.2 3711. A. 1. of the Code of Virginia; and, for the purpose of consultation with legal counsel employed or retained by a public body regarding specific legal matter requiring the provision of legal advice by such counsel, specifically, a legal issue regarding conveyance of fee simple title to Town Hall, pursuant to Section 2.2-3711.A.7. of the Code of Virginia.

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

Work Session

Meeting Agenda Item No. 1

Town of Front Royal, Virginia
Work Session Agenda Form

Date: September 22, 2014

Agenda Item: Council Packet/Electronic Delivery

Summary: Following distribution of tablets to receive Council Meeting Agendas and other communication, staff propose to eliminate delivery of paper agendas to Council. Staff also proposes to distribute Council mail at regular meetings and Work Sessions.

Council Discussion: Council is requested to provide input as to distribution of materials to Council.

Staff Evaluation: Delivery of mail to Council at regular meetings and Work Sessions will simplify the delivery process as we proceed with the implementation of the electronic delivery of Council Meeting Agendas.

Budget/Funding: Delivery of mail at regular meeting nights will reduce fuel costs to staff. 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 providing information to Council as timely and efficiently as possible.

Town Manager Recommendation: The Town Manager recommends providing information to Council as timely and efficiently as possible.

Council Recommendation:

□ Additional Work Session □ Regular Meeting □ No Action

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