



TOWN OF FRONT ROYAL, VIRGINIA TOWN COUNCIL MEETING

Monday, July 27, 2015 @ 7:00pm in the Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of the Regular Council Meeting minutes of July 13, 2015
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**
 - [2] Report from EDA Executive Director Jennifer McDonald**
 - b. Requests and inquiries of Council members.
 - c. Report of the Mayor
 - d. Proposals for addition/deletion of items to the Agenda.
7. **CONSENT AGENDA ITEMS** – (ROLL CALL VOTE REQUIRED)
 - A. COUNCIL APPROVAL – Proclamation – “Kiwanis Club of Front Royal Day”
 - B. COUNCIL APPROVAL – Proclamation – “National Night Out 2015”
 - C. COUNCIL APPROVAL – Purchase of Police Vehicles
 - D. COUNCIL APPROVAL – Budget Amendment for APPA Deed Scholarship Program
 - E. COUNCIL APPROVAL – Submission of RTP Grant Application for Criser Road Trail
8. **COUNCIL APPROVAL** – Ordinance Amendment to Town Code Section 142-20 Pertaining to Banner Poles (*2nd Reading*)
9. **COUNCIL APPROVAL** – Ordinance Amendment to Town Code Sections 98-3 and 98-15 Pertaining to Minimum BPOL (*2nd Reading*)
10. **COUNCIL APPROVAL** – Ordinance and Resolution to Approve and Execute a Power Sales Contract with AMP along with Interconnection Agreement & Solar Project Lease Agree. (*2nd R*)
11. **COUNCIL APPROVAL** Ordinance to Amend and Re-enact Town Code Sections 75-5 through 75-57 “Front Royal Enterprise Zone” (*2nd Reading*)
12. **COUNCIL APPROVAL** – Revise Resolution for Vacation of Right-of-Way
13. **COUNCIL APPROVAL** – Budget Amendment to Purchase Motorcycle for Police Department
14. **COUNCIL APPROVAL** – Budget Amendment for Salary Increase for Clerk of Council
15. **COUNCIL APPROVAL** – Budget Amendment for Salary Increase for Town Manager
16. **CLOSED MEETING** – Investment of Public Funds; Consultation with Legal Counsel; Award of Public Contract

7A



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(A)

Meeting Date: July 27, 2015

Agenda Item: COUNCIL APPROVAL – Proclamation – “Kiwanis Club of Front Royal Day”

Summary: Council has received a request for approval of a proclamation proclaiming September 1, 2015 as “Kiwanis Club of Front Royal Day” in the Town of Front Royal.

Budget/Funding: None

Attachments: Proclamation

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 proclamation proclaiming September 1, 2015 as “Kiwanis Club of Front Royal Day” in the Town of Front Royal.

*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: _____



KIWANAS CLUB PROCLAMATION

WHEREAS, 2015 marks the 100th anniversary of the founding of Kiwanis International, and

WHEREAS, Front Royal has benefitted since 1945 from the good works of our own local Kiwanis Club of Front Royal, Inc., whose commitment to enriching the lives of our community's children and youth and to help the neediest among us is evidenced in the hundreds of thousands of dollars the Club has raised and donated over the past 70 years and the thousands of hours of volunteer service its members have contributed to a host of projects and organizations that includes, but is in no way limited to:

- the K-Kids, Builders Clubs, and Key Clubs in our local schools, where young people learn leadership skills and the value of service;
- scholarships for college-bound graduates of our two high schools;
- the Samuels Public Library's Children's Reading Room, bilingual book collection, and special collections for young readers;
- reading programs and mentoring programs at area elementary schools;
- STEAM educational materials for pre-kindergarteners;
- Kids Voting;
- Boy Scouts, Girl Scouts, Little League and Babe Ruth Baseball Leagues, youth soccer programs, Special Olympics, the Sheriff's Summer Youth Camp, the Northern Virginia 4-H Education and Conference Center, playground equipment at Northwestern Community Services, E. Wilson Morrison and Leslie Fox Keyser Elementary Schools, and other recreational activities;
- Community beautification efforts through the Front Royal/Warren County Anti-Litter Council and the Virginia Department of Transportation Adopt-A-Highway clean-up program;
- C-CAP, the Salvation Army, Blue Ridge Hospice, Blue Ridge Food Bank, Backpack Buddies, St. Luke's Community Clinic, the House of Hope, Blue Ridge Opportunities, Second Chance, Harmony Place, the Phoenix Project, the Warren County Humane Society, Warren County Fire and Rescue Smoke Alarm Program, United Way, the American Red Cross, the Doc Smith Holiday Food Baskets, and other groups that provide vital assistance to the community and its residents; and

WHEREAS, the Kiwanis Club of Front Royal, Inc. has for many years served to bring the entire community together in the spirit of camaraderie through its past sponsorship of the annual Front Royal Field Day, the Front Royal Air Show, the Warren County Horse Show, and Kids' Movie Days, and perhaps most notably through its annual Pancake Breakfast, which has become an event of distinction on the Town's calendar, having served more than 50,000 people some 200,000 pancakes over its 58-year history;

NOW, THEREFORE, LET IT BE RESOLVED that we, the Front Royal Town Council, do hereby proclaim September 1ST 2015 as "KIWANIS CLUB OF FRONT ROYAL DAY" in the Town Of Front Royal.

APPROVED:

ATTEST:

Timothy W. Darr, Mayor

Jennifer Berry, Clerk of Council

Proclamation approved this ____ day of _____, 2015, at the Town Council Meeting in Front Royal, Virginia.

7B



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(B)

Meeting Date: July 27, 2015

Agenda Item: COUNCIL APPROVAL – Proclamation – “National Night Out 2015”

Summary: Council has received a request seeking to approve a proclamation to proclaim Tuesday, August 4, 2015 at “National Night Out” in the Town of Front Royal.

Budget/Funding: None

Attachments: Proclamation

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 proclamation to proclaim Tuesday, August 4, 2015 at “National Night Out” in the Town of Front Royal.

*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: _____

PROCLAMATION

NATIONAL NIGHT OUT 2015

WHEREAS, the National Association of Town Watch (NATW) as well as the FRONT ROYAL POLICE DEPARTMENT is sponsoring a unique, nationwide crime, drug and violence prevention program on August 4th, 2015 entitled “National Night Out”; and

WHEREAS, the “32nd Annual National Night Out” provides a unique opportunity for FRONT ROYAL to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the TOWN OF FRONT ROYAL plays a vital role in assisting the FRONT ROYAL POLICE DEPARTMENT through joint crime, drug and violence prevention efforts in FRONT ROYAL and is supporting “National Night Out 2015” locally; and

WHEREAS, it is essential that all citizens of FRONT ROYAL be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs and violence in FRONT ROYAL; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the “National Night Out” program;

NOW, THEREFORE I, MAYOR TIM DARR, do hereby call upon all citizens of FRONT ROYAL to join the TOWN OF FRONT ROYAL, the National Association of Town Watch and the FRONT ROYAL POLICE DEPARTMENT in supporting “32nd Annual Night Out” on August 4th, 2015.

FURTHER, LET IT BE RESOLVED THAT, I, MAYOR TIM DARR, do hereby proclaim Tuesday, August 4th, 2015 as “NATIONAL NIGHT OUT” in FRONT ROYAL, VIRGINIA.

Secretary/Clerk

Mayor

7C



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(C)

Meeting Date: July 27, 2015

Agenda Item: COUNCIL APPROVAL – Purchase of Police Vehicles

Summary: Council has received a request from the Front Royal Police Department to purchase two new 2016 Ford Interceptor Utility vehicles from the Virginia State Contract at a cost of \$60,786.60 (\$30,393.30 each). These vehicles would replace a 2011 Ford Crown Victoria cruiser with 98,000 miles and a 2011 Ford Crown Victoria with 106,000 miles that will be placed in the Town's annual auction.

Budget/Funding: FY16 budget item
3102-47005 [Motor Vehicles]

Attachments: Memorandum from Purchasing Agent and Police Department Captain, and contract

Meetings: Work Session held July 20, 2015

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 purchase of two new 2016 Ford Interceptor Utility vehicles from the Virginia State Contract at a cost of \$60,786.60 (\$30,393.30 each) that will replace a 2011 Ford Crown Victoria cruiser with 98,000 miles and a 2011 Ford Crown Victoria with 106,000 miles that will be placed in the Town's annual auction.

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

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

Approved By: _____



MEMORANDUM

Date: July 21, 2015
To: Tina Presley, Administrative Assistant
Jennifer Berry, Clerk of Council
From: Cindy Hartman, Purchasing Agent
RE: Agenda Item

I have received a request from the Police Department to purchase two (2) new vehicles through the Virginia State Contract. We would be removing two (2) vehicles from their fleet to be placed in our annual auction (see attached memo). The Virginia contract is competitively bid, and so meets the Public Procurement Act requirements. Due to the volume the awarded dealers sell through the contracts, there is a substantial cost savings over the invoice price.

Staff recommends the purchase of the following vehicles:

1 each - 2016 Ford marked Utility Police Interceptor from Haley Ford South
Base Price - \$25,728.00
Options and Delivery Costs - \$4,665.30
Total: \$30,393.30

1 each – 2016 Ford unmarked Utility Police Interceptor from Haley Ford South
Base price - \$25,728.00
Options and Delivery Costs - \$4,665.30
Total: \$30,393.30

The total cost of the two vehicles is \$60,786.60. Due to the dollar amount, I will need Town Council approval to purchase these vehicles. Please add this item to the July 27, 2015 agenda for their action. Funding is available in the FY16 Police Department budget line item 3102-47005 "Motor Vehicles".



TOWN OF FRONT ROYAL

POLICE DEPARTMENT
23 EAST JACKSON STREET
FRONT ROYAL, VIRGINIA 22630-1560

NORMAN SHIFLETT
Chief of Police
(540) 635-2111
(540) 635-6160 (Fax)

To: Cindy Hartman
From: Captain Kevin Nicewarner
Date: July 21, 2015
Subject: Purchase of Police Patrol Vehicles

I am requesting the purchase of two 2016 Ford Interceptor Utility vehicles to be used in the Patrol Division. This request was previously presented before Town Council during a Work Session on July 20, 2015 and will be placed on the next Council Consent Agenda on July 27, 2015.

The two vehicles would be used to replace a 2011 Ford Crown Victoria with 98000 miles (#289) and a 2011 Ford Crown Victoria with 106,000 miles (#293). The initial purchase price of each vehicle would be \$30,393.30 and was obtained from the current Virginia State Contract, which includes the needed options allowed under the contract and delivery.

As of July 01, 2015, the Police Department has funds totaling \$78,850.00 in the Motor Vehicles Budget (Acct. #47005). The total cost for the initial purchase of both vehicles would be \$60,786.60. The remaining funds totaling \$18,063.40 in the account would be utilized to purchase the needed equipment for both vehicles (i.e. prisoner transport, utility console, radio communication system, weapons mount, exterior graphics, etc.)

I am attaching a copy of the completed eVA spreadsheet order form, outlining the needed options for each vehicle. Please note on the Yellow Block on page 3 of the order form, extra instructions that need to be indicated on final completed order form. Those instructions include to add Option '67H - Ready For The Road' and 'All police lighting options shall be BLUE/BLUE.

Contract Line Item #	Vehicle Configurator				K8A MARKED UTILITY		K8A/16D UNMARKED UTILITY	
	DPS Contract # E194-1334 eVA Commodity: Full Size Police Vehicle - 2016 Ford Police UTILITY eVA Vendor: Haley Ford South NIGP Commodity Code: 07105 This form may be used to order a model with the same options & configuration per model. Please complete a separate spreadsheet for models with different configurations/options. Grayed lines are not available for the model. Be sure to attach all spreadsheets to your Purchase Order. Complete the yellow blocks only. **The Contract # MUST be shown in the "Contract Number" Field of the Line Item.				ENTER QUANTITY IN YELLOW COLUMN ONLY.		ENTER QUANTITY IN YELLOW COLUMN ONLY.	
			Option / Order Code	UNIT PRICE				
1		K8A: MARKED UTILITY- 2016 Ford Police Interceptor, AWD, 500A, Base Vehicle (Be sure to indicate color choice below)	K8A	\$ 25,728.00		\$ -		
2		K8A/19D: UNMARKED UTILITY, 2016 Ford Police Interceptor, AWD, 500A Base Vehicle (Be sure to indicate color choice below)	K8A/16D	\$ 25,728.00			2	\$ 51,456.00
3		Additional Delivery Charges -(Note: 50 Miles are included in the base price of each vehicle.) Only enter miles in excess of 50. The spreadsheet will auto calculate the mileage by the qty of vehicles ordered.	N/A	\$ 1.80		\$ -	91	\$ 327.60
ADD-ON OPTIONS								
A1	ENGINE	Engine Block Heater	41H	\$ 81.00		\$ -		\$ -
A2	LAMPS / WIRING	Dark Car Feature	43D	\$ 18.00		\$ -	2	\$ 36.00
A3		Daytime Running Lamps	942	\$ 40.50		\$ -		\$ -
A4		Pre-Wiring for Grille Lamp, Siren and Speaker	60A	\$ 45.00		\$ -		\$ -
A5		Spot Lamp - Driver Side - LED Bulb	61R	\$ 355.50		\$ -	2	\$ 711.00
A6		Dual Spot lamp (driver and passenger) LED Bulb. Requires delete/credit of 21L, included with Base Vehicle, shown in delete section.	61S	\$ 558.00		\$ -		\$ -
A7		Spot lamp -Driver Side -incandescent Bulb. Requires delete/credit of 21L, included with Base Vehicle, shown in delete section.	61Y	\$ 193.50		\$ -		\$ -
A8		Dual Spot lamp - (driver and passenger) incandescent Bulb. Requires delete/credit of 21L, included with Base Vehicle, shown in delete section.	61Z	\$ 315.00		\$ -		\$ -
A9	INTERIOR	Interior Upgrade Package (Includes 88F)	65U	\$ 351.00		\$ -		\$ -
A10		1st and 2nd row carpet floor covering in lieu of vinyl	16C	\$ 112.50		\$ -		\$ -
A11		2nd Row Cloth Seats (included in 65U)	88F	\$ 54.00		\$ -		\$ -
A12	AUDIO / VIDEO	100 Watt Siren/Speaker (Includes bracket and pigtail)	18X	\$ 270.00		\$ -		\$ -
A13		Rear View Camera (Requires 53M) Standard in 2016 Model		\$ -		\$ -		\$ -
A14		SYNC Basic	53M	\$ 265.50		\$ -		\$ -
A15		Re-mappable (4) switches on steering wheel with voice. (Requires 53M).	61S	\$ 139.50		\$ -		\$ -
A16		Re-mappable (4) switches on steering wheel, less voice	61R	\$ 139.50		\$ -		\$ -
A17	SAFETY / SECURITY	Perimeter Anti-theft Alarm - Activated by Hood, Door or Decklid	593	\$ 108.00		\$ -		\$ -
A18		Remote Keyless Entry	595	\$ 234.00		\$ -		\$ -
A19		Reverse Sensing	76R	\$ 247.50		\$ -	2	\$ 495.00
A20		BLIS (Requires 21B)	55B	\$ 490.50		\$ -		\$ -
A21		Ballistic Door Panels - Driver Front Door Only	90D	\$ 1,426.50		\$ -		\$ -
A22		Ballistic Door Panels - Driver & Passenger Front Door	90E	\$ 2,853.00		\$ -		\$ -
A23		Heated Mirrors, Non-BLIS	549	\$ 54.00		\$ -	2	\$ 108.00
A24		Side Marker Lights in Sideview Mirrors	63B	\$ 261.00		\$ -		\$ -

A25	DOORS / WINDOWS	Hidden Door Lock Plunger.	52H	\$	126.00		\$	-		\$	-
A26		Hidden Door Lock Plunger and Rear Door Handle Inoperable	52P	\$	144.00		\$	-		\$	-
A27		Rear Door Handles Inoperable / Locks Operable	68L	\$	31.50		\$	-		\$	-
A28		Rear Door Handles Inoperable / Locks Inoperable	68G	\$	31.50		\$	-		\$	-
A29		Windows - Rear window power delete, operable from front driver side switches.	16W	\$	22.50		\$	-		\$	-
A30		Glass - Solar Tint 2nd and 3rd Row (deletes Privacy Glass)	92G	\$	108.00		\$	-		\$	-
A31		Glass - Solar Tint 2nd Row Only (deletes Privacy Glass)	92R	\$	76.50		\$	-		\$	-
A32	BODY	Roof Rack Side Rails - Black	68Z	\$	139.50		\$	-		\$	-
A33	KEY OPTIONS	Key Alike -1435x	59E	\$	45.00		\$	-		\$	-
A34		Key Alike -1284x	59B	\$	45.00		\$	-		\$	-
A35		Key Alike - 0135x	59D	\$	45.00		\$	-		\$	-
A36		Key Alike - 0576x	59F	\$	45.00		\$	-		\$	-
A37		Key Alike - 1111x	59J	\$	45.00		\$	-		\$	-
A38		Key Alike - 1294x	59C	\$	45.00		\$	-		\$	-
A39		Key Alike - 0151x	59G	\$	45.00		\$	-	2	\$	90.00
A40	VINYL OPTIONS	Two-Tone Vinyl Package #1: Roof and all Doors vinyl	91A	\$	756.00		\$	-	2	\$	1,512.00
A41		N/A					\$	-		\$	-
A42		Two-Tone Vinyl Package #3: Roof and RH/LH front doors only vinyl.	91C	\$	630.00		\$	-		\$	-
A43		Vinyl Word Wrap: "POLICE" decal in white lettering located on LH/RH sides of vehicle.	91D	\$	715.50		\$	-		\$	-
A44		Vinyl Word Wrap: "POLICE" Reflective Black Vinyl	91E	\$	715.50		\$	-		\$	-
A45		Vinyl Word Wrap: "POLICE" Reflective White Vinyl	91F	\$	715.50		\$	-		\$	-
A46		Vinyl Word Wrap: "SHERIFF" White Vinyl	91G	\$	715.50		\$	-		\$	-
A47		Two-Tone Vinyl - Roof Only	91H	\$	441.00		\$	-		\$	-
A48		Two-Tone Vinyl - LH/RH Front Doors Only	91J	\$	274.50		\$	-		\$	-

A49	STD. PAINT OPTIONS (MUST CHOOSE ONE!)	Std. Exterior Color - Medium Brown Metallic	BU	\$ -	\$ -	\$ -
A50		Std. Exterior Color - Arizona Beige Clearcoat	E3	\$ -	\$ -	\$ -
A51		Std. Exterior Color - Smokestone Metallic	HG	\$ -	\$ -	\$ -
A52		Std. Exterior Color - Kodiak Brown Metallic	J1	\$ -	\$ -	\$ -
A53		Std. Exterior Color - Shadow Black	G1	\$ -	\$ -	2 \$ -
A54		Std. Exterior Color - Dark Toreador Red Metallic	JL	\$ -	\$ -	\$ -
A55		Std. Exterior Color - Norseia Blue Metallic	KR	\$ -	\$ -	\$ -
A56		Std. Exterior Color - Dark Blue	LK	\$ -	\$ -	\$ -
A57		Std. Exterior Color - Royal Blue	LM	\$ -	\$ -	\$ -
A58		Std. Exterior Color - Light Blue Metallic	LN	\$ -	\$ -	\$ -
A59		Std. Exterior Color - Blue Jeans Metallic	N1	\$ -	\$ -	\$ -
A60		Std. Exterior Color - Ultra Blue Metallic	MM	\$ -	\$ -	\$ -
A61		Std. Exterior Color - Light Grey (Not Available)	TM	\$ -	\$ -	\$ -
A62		Std. Exterior Color - Silver Grey Metallic	TN	\$ -	\$ -	\$ -
A63		Std. Exterior Color - Ebony	UA	\$ -	\$ -	\$ -
A64		Std. Exterior Color - Sterling Grey Metallic	UJ	\$ -	\$ -	\$ -
A65		Std. Exterior Color - Ingot Silver Metallic	UX	\$ -	\$ -	\$ -
A66		Std. Exterior Color - Medium Titanium Metallic	YG	\$ -	\$ -	\$ -
A67		Std. Exterior Color - Oxford White	YZ	\$ -	\$ -	\$ -

Standard Exterior Color:
MUST CHOOSE ONE!

DELETE OPTIONS

D1	Delete Auxiliary Air Conditioning	-17A	\$ (488.00)	\$ -	\$ -
D2	Delete Full size wheel covers	-65L	\$ (48.00)	\$ -	2 \$ (96.00)
D3	Delete Red/White Dome Lamp (17T) in Cargo Area	-17T	\$ (40.00)	\$ -	\$ -
D4	Delete Tremco Anti-theft system stated in Base Vehicle.		\$ (75.04)	\$ -	\$ -
D5	Delete All non-standard and extra Radio Noise Suppression Equipment and Grounding Packages.	-20P	\$ (76.00)	\$ -	\$ -

LOCAL GOVERNMENT ONLY OPTIONS

L1	Local Government Only Option - Police Interceptor 22 - Tail Lamp Lighting Solution	66B	\$ 382.50	\$ -	\$ -
L2	Local Government Only Option - Police Interceptor 23 - Rear Lighting Solution	83C	\$ 409.50	\$ -	\$ -
L3	Local Government Only Option - Police Interceptor 24 - Cargo Wiring Upfit Package	67G	\$ 1,206.00	\$ -	\$ -
L4	Local Government Only Option - Federal Signal Siren/Light Controller w/ PA	PA640	\$ 370.00	\$ -	\$ -
L5	Local Government Only Option - Whelen Siren/Light Controller w/ PA	295SLSA 6	\$ 334.00	\$ -	\$ -

Total Cost for each Base Vehicle plus Mileage & Options 1 ea #DIV/0! 1 ea \$ 27,319.80

Column Totals for All Base Vehicle Plus Options 0 \$ - 2 \$ 54,639.60

Grand Total of all vehicles ordered on this spreadsheet: \$

54,639.60

Enter Other Information or Instructions in Yellow Block to the Right (PICK COLOR CHOICES ABOVE)

67H 'Ready-for-the-road' package = \$3,093.50
x 2
6,187.00
* 60,786.60

All police lighting options shall be BLUE/BLUE. Add option 67H - 'Ready For Road'

Use this spread sheet to configure your vehicle(s). You will need to use a separate column for each model type you are ordering. Use a separate spreadsheet for each model type ordered if it has different options. Only complete the Yellow cells in the spreadsheet with the Quantity for the base vehicle and each option you want to order. When you are done, name & save the spreadsheet to your hard drive. Log into to eVA. When you get to the add items page click on the non-catalog tab. Enter a separate line item for each model & configuration and your description as follows: Vehicle Year, Make & Model per contract <Enter Contract Number>, see attached spreadsheet titled _____ for this line item. When you get to the comments section of the requisition, check to include the comments and attachments; select the attach file option and attach this spread sheet as your attached file.

7D



Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 7(D)

Meeting Date: July 27, 2015

Agenda Item: COUNCIL APPROVAL – Budget Amendment for APPA DEED Scholarship Program

Summary: American Public Power Association (APPA) has established the Demonstration of Energy & Efficiency (DEED) Program to sponsor and conduct activities related to energy innovation with scholarships and grants to college students. Since the Town is an APPA member the Town has an opportunity to sponsor a student, Andre Slonopas, a graduate student with the The University of Virginia (UVA) in his research project “Cost Effective High Efficiency Solar Cells”. The project is funded through APPA DEED Program and Mr. Slonopas was awarded a \$4,000 research grant along with an additional \$1,000 to attend conferences. As the sponsor, the Town will be disbursing the funds to him as he reaches certain requirements throughout the project. Council is requested to approve a Budget Amendment in the amount of \$5,000 to the Energy Services Department to receive funds from APPA to disburse to Andrea Slonopas according to APPA’s guidelines and requirements.

Budget/Funding: 9401-3410209 Reimbursements \$5,000
9401-5428 Community Relations \$5,000

Attachments: Scholarship Agreement and Requirements

Meetings: Work Session held July 13, 2015

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 \$5,000 to the Energy Services Department to be reimbursed by the American Public Power Association (APPA) to disburse to UVA Graduate Student Andrea Slonopas for a research project according to the (APPA) Demonstration of Energy & Efficiency Development (DEED) Scholarship Agreement guidelines and requirements.

*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: _____

Demonstration of Energy & Efficiency Developments (DEED) Scholarship Agreement
Town of Front Royal, Front Royal, VA
Student Research Grant: *Cost Effective High Efficiency Solar Cells*
CS-2015

WHEREAS, the Board of Directors of the American Public Power Association (hereinafter "APPA") has established the Demonstration of Energy & Efficiency Developments ("DEED") program with the purpose to sponsor and conduct activities related to energy innovation, which would assist local publicly owned electric/energy utilities in maintaining high quality and economical energy services to their consumers; and

WHEREAS, Andre Slonopas, hereinafter "student" has submitted through the Town of Front Royal, Front Royal, VA (hereinafter "sponsoring utility") a student research grant proposal, with data including a project description and schedule, together with supporting technical material; and

WHEREAS, the DEED Board of Directors has found the proposed student research grant to be meritorious and worthy of a DEED scholarship from APPA/DEED, it is agreed that:

1. **Funding.** On receipt of an invoice, payment of scholarship funds will be made by APPA/DEED, in the following manner, to the sponsoring utility for disbursement to the student:
 - a. \$1,000 will be paid when the scholarship contract agreement is executed
 - b. \$1,500 when the student is half-way through the student research grant, as determined by the utility sponsor, and an acceptable summary of the student's accomplishments are approved by the DEED Administrator; and
 - c. \$1,500 will be paid upon satisfactory completion of the student research grant and receipt of the final deliverables and two-page summary abstract.
 - d. Student research grants include travel expenses of up to a maximum of \$1,000 for a student to attend an APPA conference or APPA approved conference (such as an APPA member State Association or Joint Action Agency conference) within 12 months of the student completing the student research grant. The DEED Administrator must approve the student's travel arrangements. The student must submit original, itemized expense

receipts after the conference in order to be reimbursed. Appropriate expenses include: conference registration fees, transportation fees (parking, taxi, air fare), hotel stay, and meals. No alcohol or entertainment expenses will be reimbursed.

- e. DEED scholarships will not fund administration or overhead unless approved in advance by the DEED Program Director.

2. **Project and Project Personnel.** The student research grant to be undertaken by the student will be *Cost Effective High Efficiency Solar Cells* as more fully described in the proposal appended hereto as part of this agreement. The proposal, as well as the document "DEED Student Research Grant Requirements" which includes a checklist of requirements to complete the DEED Student Research Grant and instructions for completing a summary abstract and final report, are incorporated herein by reference and made a part of this Agreement. In the event of a discrepancy, this Agreement takes precedence.

- 3. **Utility Coordinator.** It is understood that the utility coordinator on this research grant is:

Joe Waltz, Director, Energy Services, Town of Front Royal, Front Royal, VA

- 4. **Responsibilities.** It is the responsibility of the sponsoring utility to:

- (a) be a current DEED member at the time of sponsorship;
- (b) maintain DEED membership throughout the project term;
- (c) make payments to the student in accordance with federal and state tax regulations.
- (d) Review the student's project update when the work is 50% completed, in the form of a summary according to directions in the document "DEED Student Research Grant Requirements." This project update will be posted to the DEED project database, located on APPA's website for viewing by DEED members;
- (e) submit electronic copies of project photos taken during the course of the scholarship term to DEED@PublicPower.org. Photos may be used by APPA/DEED for promotional purposes and grantee grants non-exclusive rights to APPA/DEED for use of submitted photos; and
- (f) supervise completion of the project, by 05/2016, in a diligent and professional manner.

5. **Project Changes.** The student shall promptly notify the sponsoring utility and DEED of any and all proposed major project changes, including any acceleration or deceleration in the time of performance of the work.

6. **Termination.** The student shall not terminate the project except for good cause. If DEED finds that the student has terminated the project without good cause, then all project deliverables developed to date will be delivered and the student will forfeit any balance of the scholarship.

7. **Press release.** Press releases and other public dissemination of information by the student/sponsoring utility shall acknowledge DEED support of the project.

8. **Reports.** The student, under the mentorship of the sponsoring utility, shall prepare and submit to APPA: (1) an acceptable final report relating to the conduct and results of the approved project, (2) a summary abstract as described by APPA, and (3) any other deliverable as described in the student's scholarship proposal.

9. **Limited License.** The Student hereby grants APPA a nonexclusive, royalty-free, perpetual, worldwide, irrevocable license to use, copy, publish, create derivative works, distribute, market and support, in all mediums including APPA's website, all information, materials and work product, including reports, abstracts, documentation, and other deliverables, created pursuant to this Agreement (collectively, the "Work"). Any software programs developed by the student during the course of the project, or substantially modified for use in the project shall be supplied to APPA.

10. **Indemnifications.** It is understood that this DEED scholarship agreement is not a joint venture and that the student/sponsoring utility is not an agent of APPA/DEED. Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents.

IN WITNESS WHEREOF, the parties hereto have executed this contract, effective as of the

7th day of July, 2015.

American Public Power Association, DEED Program

Print Name: Michele Suddleson

Signature: Michele Suddleson

Title: DEED Program Director

Date: 7/7/2015

Town of Front Royal, Front Royal, VA

Print Name: Joe Waltz

Title: Director, Energy Services

Signature: Joe Waltz

Date: 7/7/15

Student Contact Information:

Name: Andre Slonopas

Signature: [Signature]

Date: 30/06/2015

University: University of Virginia

Student's Address: 949 Glenwood Station Ln 102

Charlottesville, VA 22901

E-mail address: as2vd@virginia.edu

Telephone: 740-704-7305

DEED Scholarship Requirements - Student Research Grant

Contract Agreement: After the sponsoring utility receives the award notification letter and contract, an authorized person from the utility and the student must sign the contract and upload it to DEED's scholarship management system for DEED's signature and effective date. An executed hard copy of the Agreement will be sent to the utility sponsor and student.

Scholarship Payments:

- The utility sponsor shall submit invoices to the DEED administrator for payment. All invoices must include the title of the scholarship project and the name of the student. All checks will be made payable to the utility. The utility will generate payments to the student.
- Payment will be made in three parts. \$1,000 will be released once the signed contract agreements are returned to APPA. A second payment of \$1,500 will be released when the student is halfway through the research project and a written summary of project accomplishments has been approved by the utility and DEED administrator. The final \$1,500 will be paid upon satisfactory completion of the project, including submission of a final report, summary abstract and any other deliverables promised in the application. The final invoice may be submitted at the same time as the final reports/deliverables.
- Although \$1,000 is paid at the initiation of a project, \$1,500 once the project is 50 percent complete, and \$1,500 when the project is completed, it is up to the discretion of the utility project manager to determine amounts for disbursement. It is the responsibility of the utility to make payments to the student in accordance with federal and state tax regulations.
- **Travel Reimbursement:** Student Research Grants include travel reimbursement up to \$1,000 to enable students to attend an APPA approved conference, such as educational conferences sponsored by APPA, its member state associations, or joint actions agencies. Students should work with their utility sponsor and the DEED administrator to determine which conference would make the best fit for them. Conference travel must be completed within 12 months of finishing their DEED scholarship. APPA will reimburse the utility for the student's travel expenses up to \$1,000. Expenses may include meeting registration, transportation, lodging, and meal expenses. No alcohol or entertainment expenses will be paid. The utility must submit an invoice for the expenses to be paid along with receipts.

Student/Utility Relationship:

- DEED sponsors are intended to be a resource and mentor to the students they sponsor. To provide the scholarship recipient with more knowledge of career opportunities in public power, the utility sponsor and student scholarship recipient agree to at least one of the following:
 - The utility will provide an opportunity for the student to shadow an employee on staff.
 - The utility will share information on the electric utility industry and career opportunities in public power with the recipient, such as by conducting a tour and briefing at the sponsor's utility.
 - The utility will offer the recipient an opportunity to assist and participate in special events the utility hosts such as programs during Public Power Week or at local schools.
- The utility project manager should have, at minimum, monthly contact with the student and be kept informed of the status of the project. The utility sponsor must approve all the student's work/reports before forwarding to the DEED administrator. Over the course of the scholarship any significant changes to the scope of the project, start date, completion date, etc. must be reported immediately to the DEED administrator.

Reporting and Deliverables:

- The student must submit a brief summary when the project is 50 percent complete. The summary abstract instructions on page 2 may be used for this report.
- The student must complete a satisfactory summary abstract once their project is complete. Instructions are on page 2.
- The student must complete a satisfactory final report once their project is complete. Instructions are on page 3-4.
- Final reports, abstracts and any other deliverable promised in the project application must be reviewed and approved by the utility before being sent to the DEED administrator.
- All reporting for the DEED scholarship (mid-point report, abstract, final report) must be submitted through DEED's scholarship management system, the same platform where the application was submitted. Use this link <http://tinyurl.com/APPASchol>, log in, and upload required documents.

Student Career Assistance from DEED:

DEED Scholarship Requirements - Student Research Grant

- In order to assist students in considering career opportunities in public power APPA developed the website www.careersinpublicpower.com. Use this resource to gain information about opportunities to work in the electric utility industry. It contains helpful information regarding energy related jobs in public power.
- After the satisfactory final report and summary abstract have been received by APPA, the student is eligible to run a free employment wanted advertisement in APPA's daily and weekly newsletters. Contact DEED@PublicPower.org for details.
- Students may also take advantage of APPA's Career's website at <http://careers.publicpower.org>, to post a resume or view job openings at public power utilities across the country.

Summary Abstract Instructions:

All DEED scholarship recipients are required to complete a Summary Abstract for their projects. These will be posted to the online DEED project database. The purpose of the abstract is to inform staff at other public power utilities about your experiences and the project's results. We more often learn from our mistakes than our successes, so be honest about the outcome of the project.

An electronic version of the abstract is required. This may be submitted through the DEED scholarship management system, the same platform where your application was submitted. Log in at <http://tinyurl.com/APPASchol> to upload your abstract. Please provide complete information for each section, however keep in mind that the document length should not exceed two pages. The information required for the abstract includes:

Project Title • The official project title, as submitted in the original proposal to the DEED board of directors.

Dates Begun and Ended • The project term as submitted in the original proposal to the DEED board of directors, or as subsequently adjusted and agreed to by the DEED administrator.

Date Scholarship Awarded • The month and year the DEED board awarded the scholarship.

Purpose of Project • A two or three sentence summary of why the project was undertaken.

Utility Name and Address • Name and address of sponsoring utility. Include other participants under additional notes.

Educational Institution Name and Address • Name and address of sponsoring college or university.

Student Name/Supervisory Personnel • Include information on all people participating in the project.

Project Subject Areas • These topics/key-words will help DEED members locate your project using the DEED Project Database. Include as many subjects as you think appropriate. Examples include: air quality, batteries, cable, demand-side management, environment, HVAC, load forecasting, performance management, reliability, safety, SCADA, turbines, and voltage control.

Problem Statement • Explain the problem the project is attempting to solve.

Project Description • Describe the project including methodology and how you expected the project to solve the problem stated above.

Summary of Results • Explain the outcome of the project, whether you feel you were successful and whether the results will contribute to a solution.

Final Report Instructions:

DEED Scholarship Requirements - Student Research Grant

According to Section J of the DEED Policy Manual (revised November 28, 2012), student research grants recipients are required to submit, within three months of project completion, a “detailed final report on their work, describing activities, costs, bibliography, achievements, problems, results, and recommendations.” The final \$1,500 payment will be released once the report is approved by the DEED Administrator.

An electronic version of the final report is required. Log in to DEED’s scholarship management system, the same platform where the scholarship application was submitted at <http://tinyurl.com/APPASchol>, to upload your final report.

The information required for the final report is described below. A satisfactory final report should include a complete history of the project/internship – background information on the utility and reasons why the project was undertaken, the problem(s) to be solved and why this particular solution was chosen over others. In writing your report, recognize that we more often learn from our mistakes than our successes, so be honest about your experiences and the outcome. Recognize that a candid analysis and description of the work undertaken is of greatest value to future researchers who can benefit from your lessons learned. Please provide thorough documentation for each section described below.

Keep in mind that the purpose of both the final report and abstract is to educate staff at other public utilities about your experiences, whether the outcome is considered successful or not. A simply written and candid report is desired and most useful to future researchers; an inaccurate, insubstantial, and needlessly wordy “glossing over” or exaggeration of what really happened is a disservice to all future researchers who would benefit from your lessons learned.

Project Title • The official project title as submitted in the original proposal to the DEED board.

General Overview • Provide an explanation of the applicability of the project to others and alternatives available (if known), problems that arose during the course of the project and how they were resolved, a discussion of whether the intended goals were achieved (and if not, why not), and recommendations regarding any new technology/technique tested during the course of the project.

Purpose • Thoroughly describe why the project was undertaken. Explain the problem the project was intended to solve.

Utility Name and Address • Name and address of sponsoring utility (include other participants under “Additional Notes”).

Utility Description • Include sponsoring utility’s size (i.e., number of customers per class), annual load per class, services offered (i.e., electric, water, etc.), generation resources, and other relevant information.

Key Personnel & Phone Numbers • List personnel from sponsoring utility as well as others who worked on the project. Describe the responsibilities each person had during the project/internship.

Description • Thoroughly describe the scope of the project/internship.

Diagram • Not all projects lend themselves to use of a diagram, but many do. The diagram can be a flow-chart, schematic, drawing, graph, or other pictorial that will add to readers’ understanding of the project. Include the diagrams in the final report and if possible also include them separately as an EPS or TIFF file.

Dates • Describe the project’s term as submitted in the original DEED proposal, and if applicable, as subsequently adjusted and agreed upon by the DEED administrator. Also provide information on the events that caused each change in the project’s term.

Alternatives • Thoroughly describe all known alternatives to the project. To the extent known, for each alternative, include information on the scope of research needed for the project alternative, costs, etc. Include an explanation on why the chosen path was taken.

Results to Date • Thoroughly describe what has occurred on the project up to the time of completion. Include all relevant data resulting from the project.

DEED Scholarship Requirements - Student Research Grant

Status • The status of the project when the DEED scholarship was concluded.

Applicability • Thoroughly explain how others might use the results of the project. In particular, explain if there are public power systems (those of a particular size, with particular generation type, with high distribution losses, etc.) that might find the results especially useful.

Future Plans • If applicable, provide information about continued or tangential work planned, whether to be conducted by you or another party. If none is planned, discuss, why not.

Equipment • List equipment, if any, purchased and/or used for this project. For each piece of equipment where applicable, include information on its efficiency, and why it was chosen over another brand/size/model, and how it performed.

Budget • Develop funding and cost sections. Under funding on an annual basis, list all organizations that contributed funds to the project (both monetary and in-kind), including the host utility. Under the “Costs” section, provide annual information about what was spent on the project for hardware, labor, etc.

It is important to break down the budget as much as possible so others can see the itemized costs. You may include a budgeted and actual figure for each item under costs. The totals for funding and costs should be the same. If the figures are different, please explain why. A complete budget should show all sources of funding and compare funding totals with each actual versus budgeted costs for each piece of equipment, consultant fees, utility staff time, etc.

Additional Notes • Include additional information about the project that is important to know, but does not fit into any of the previous categories.

References • Include a list of publications consulted for the project and any publications or papers resulting from the project. A bibliography, if available, should be attached.

Contact DEED program staff, at DEED@PublicPower.org or 202-467-2942 with any questions related to completing DEED scholarship requirements.

7E



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(E)

Meeting Date: July 27, 2015

Agenda Item: COUNCIL APPROVAL – Submission of an RTP Grant Application for Criser Road Trail

Summary: Council is requested to approve the submission by Town Staff of a Virginia Department of Conservation and Recreation (DCR) 2015 Recreational Trail Program (RTP) Grant Application for the Criser Road Trail.

Budget/Funding: None

Attachments: Details on Virginia Recreational Trails Program

Meetings: Work Session held July 20, 2015

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 submission by Town Staff of a Virginia Department of Conservation and Recreation (DCR) 2015 Recreational Trail Program (RTP) Grant Application for the Criser Road Trail.

*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: _____

Virginia Recreational Trails Program

The Recreational Trails Program (RTP) is an 80-20, matching reimbursement program established for the purposes of providing and maintaining recreational trails. It is funded through the Federal Highway Administration (FHWA), which establishes a program for allocating funds to the States for recreational trails. The state agency responsible for administering the program in Virginia is the Department of Conservation and Recreation (DCR).

Funding may be provided to city governments, county governments or other government entities but must consider guidance from the Virginia Recreational Trails Program Advisory Committee. Non-profits partnering with governmental bodies are also eligible to compete for funding.

Program requirements mandate that 30% of the trail program funds be used for motorized recreational trail uses, 30% for non-motorized recreational trails and 40% for trails with the greatest number of compatible recreational purposes and/or those that provide for innovative recreational trail corridor sharing (multiple-use trails).

The RTP is a reimbursement program, meaning that the applicant should be capable of financing the project while requesting periodic reimbursements. All project applications must have a 20% (minimum) applicant match in total cost.

Planning proposals, gap analysis, and feasibility studies are not eligible for funding through this program.

RTP funding is for projects that are primarily recreational in nature rather than serving a more utilitarian transportation function.

Funding award request amounts are limited to a minimum of not less than \$100,000 (minimum total project costs \$125,000) and no more than \$250,000 (minimum total project cost \$312,500).

Projects are selected and recommended for funding through a competitive call for applications. Projects recommended for funding must complete an environmental analysis in accordance with the National Environmental Policy Act and at a minimum compliance with the Endangered Species Act, Historic Preservation Act, Executive Orders 11988 and 11990: Floodplain Management and Wetlands Protection. A Federal Consistency Determination in accordance with the Coastal Zone Management Act may also be required.

The RTP Application deadline for the 2015 RTP grant cycle is 6 August 2015. RTP applications must be received at **DCR no later than 4:00PM** on, Thursday, 6 August 2015. Applicants are responsible for effecting delivery by the deadline; late submissions will be rejected without consideration.

8



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 8

Meeting Date: July 27, 2015

Agenda Item: COUNCIL APPROVAL – Ordinance to Amend Town Code Chapter 142-20
Pertaining to Town Banner Poles (*2nd Reading*)

Summary: Council is requested to adopt on its second reading an Ordinance to Amend Town Code Chapter 142-20 pertaining to Town banner poles. If approved, an increase in metal grommets and wind flaps will be required in banners that are hung on the Town's banner poles located on N. Royal Avenue and John Marshall Highway and would be effective upon passage.

Budget/Funding: None

Attachments: Proposed Amendment to Ordinance

Meetings: Work Session held May 18, 2015. Public Hearing held July 13, 2015

Staff

Recommendation: Approval_____ Denial_____

Proposed Motion: I move that Council to adopt on its second and final reading an Ordinance to Amend Town Code Chapter 142-20 pertaining to Town banner poles, effective upon passage.

*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: _____

**AN ORDINANCE TO AMEND FRONT ROYAL TOWN CODE CHAPTER 142-20
PERTAINING TO TOWN BANNER POLES**

WHEREAS, the Town has had numerous issues over the past year with banners being damaged due to wind, which has resulted in additional overtime and damage to private property; and,

WHEREAS, Staff has evaluated the situation and recommends changes to the Town Code to protect public safety and property; and,

NOW THEREFORE, BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia, that 142-20.6. of the Front Royal Town Code is hereby amended as follows:

142-20 TOWN BANNER POLES

The Town has installed banner poles at various locations on arterial roads to inform citizens and visitors of civic events. Reservation of space to display a banner shall be regulated as follows:

1. Applications to display banners shall be submitted to the Town Manager and shall include the following information:
 - a. Name of Requesting Organization
 - b. Contact Name
 - c. Contact Phone Number
 - d. Requested Dates for Display
 - e. Banner Message and Description of Display
2. Applications shall be accepted beginning January 1 for placement that year.
3. Priority of display shall be granted to the Chamber of Commerce Wine & Craft Festival and to the Warren County Heritage Society Festival of Leaves subject to request being received within the first five (5) business days of January. Similar priority shall be granted to organization requests for events conducted at the same time period for a least five (5) consecutive years.
4. Display shall be for up to fourteen (14) calendar days. Extensions of up to fourteen (14) calendar days may be requested thirty (30) days prior to the approved date for display if no other display requests have been approved.
5. Banners size shall be a maximum of thirty (30) feet long by three (3) feet tall. Organizations requesting banner display shall be responsible to ensure banner can be connected to the existing hardware installed by the Town.

6. Banners shall be constructed of heavy-duty canvas, plastic tarpaulin material, or netting. Metal grommets shall be imbedded near each of the four (4) corners and along the top and bottom edges. **with two (2) feet intervals** . ~~The top and bottom edges shall have at least six (6) grommets. Wind relief flaps or other wind pressure release options shall be evenly distributed throughout the banner.~~ **The banner shall also have wind-relief flaps that are six (6) inch diameter half-circles and at least one (1) for every four (4) square foot of total area.**

7. In the event that display date request conflict, the Town Manager or designee shall determine resolution of conflict. Display requests determined by the Town Manager or designee can be appealed to Town Council a minimum of forty-five (45) days prior to the requested date for display.

This ordinance shall become effective upon passage.

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 _____, 2015, upon the following recorded vote:

John P. Connolly	Yes/No	Bret W. Hrbek	Yes/No
Hollis L. Tharpe	Yes/No	Eugene R. Tewalt	Yes/No
Bébhinn C. Egger	Yes/No	Daryl L. Funk	Yes/No

A public hearing on the above was held on _____, 2015 having been advertised in the Northern Virginia Daily on _____, 2015 and _____, 2015.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

9



Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 9

Meeting Date: July 27, 2015

Agenda Item: COUNCIL APPROVAL – An Ordinance to Amend Town Code Sections 98-3 and 98-15 Pertaining to Minimum BPOL (*2nd Reading*)

Summary: Council is requested to adopt on its second and final reading an Ordinance to amend Town Code Sections 98-3 and 98-15 pertaining to minimum Business Professional Occupational License (BPOL) Fee and Failure to Obtain a Proper License. If approved, a minimum fee of \$10.00 will be established for those obtaining a BPOL. The minimum fee would not apply to those businesses who qualify for an exemption. The amendment would also add the wording “to obtain or” so that the Town Code addresses not only exhibiting a business license but also obtaining one. Upon adoption this ordinance would be effective upon passage.

Budget/Funding: None

Attachments: Proposed Ordinance Amendment

Meetings: Work Session held June 1, 2015. Public Hearing held July 13, 2015.

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 adopt on its second and final reading an Ordinance to amend Town Code Sections 98-3 and 98-15 pertaining to minimum Business Professional Occupational License (BPOL) Fee and Failure to Obtain a Proper License, effective upon passage.

*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: _____

**AN ORDINANCE TO AMEND FRONT ROYAL TOWN CODE SECTIONS 98-3 and
98-15 PERTAINING TO MINIMUM (BPOL) BUSINESS PROFESSIONAL
OCCUPATIONAL LICENSE FEE AND FAILURE TO OBTAIN A PROPER LICENSE**

WHEREAS, Chapter 98 “Business Professional Occupational Licensing” of the Front Royal Municipal Town Code currently does not have a minimum licensing fee; and,

WHEREAS, the proposed amendment to 98-3 “License Requirement” would create a minimum fee and the proposed amendment to 98-15 “Keeping and Exhibiting of License” would add wording to address failure to obtain a proper license.

NOW THEREFORE, BE IT ENACTED by the Town Council of the Town of Front Royal, Virginia that Sections 98-3 and 98-15 of the Front Royal Town Code is hereby amended as follows:

98-3 LICENSE REQUIREMENT

Every person shall apply for a license for each business, trade, profession, occupation or calling (collectively hereinafter "a business"), unless otherwise exempted by law, when engaging in a business in the Town of Front Royal if **(i)** the person has a definite place of business in this jurisdiction; **(ii)** there is no definite place of business anywhere and the person resides in this jurisdiction; or **(iii)** there is no definite place of business in this jurisdiction but the person operates amusement machines or is classified as an itinerant merchant, peddler, carnival, circus, contractor subject to Virginia Code Section 58.1-3715, or public service corporation. A separate license shall be required for each definite place of business and for each business. A person engaged in two or more businesses or professions carried on at the same place of business may elect to obtain one license for all such businesses and professions if all of the following criteria are satisfied: **(i)** each business or profession is subject to licensure at the location and has satisfied any requirements imposed by state law or other provisions of the ordinances of the Town of Front Royal; **(ii)** all of the businesses or professions are subject to the same tax rate, or, if subject to different tax rates, the licensee agrees to be taxed on all businesses and professions at the highest rate; and **(iii)** the taxpayer agrees to supply such information as the assessor may require concerning the nature of the several businesses and their gross receipts.

Every person and business entity engaged in any business in the Town of Front Royal shall obtain a license from the Town of Front Royal Department of Finance before the commencement of such business, the minimum fee for which shall be ten dollars (\$10.00), unless exempt from licensing. Each year thereafter, such persons and entities shall pay an annual minimum license fee of ten dollars (\$10.00). In no instance shall this minimum fee create a refund.

98-15 KEEPING AND EXHIBITING OF LICENSE

Every person or business required to obtain a license shall keep the license in a place where it may be exhibited immediately upon demand of any representative of the Town. No license measured by volume of business shall be required to be publicly displayed. Failure to obtain or to exhibit

the license upon demand of a Town representative or failing to display properly any license tag required under this chapter or Chapter 37 of the Code of Virginia, 1950, as amended, shall be guilty of a misdemeanor and, upon conviction thereof, be punished as provided in Chapter 1, Article II, Penalties, of this Code.

This ordinance shall become effective upon passage.

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 _____, 2015, upon the following recorded vote:

John P. Connolly	Yes/No	Bret W. Hrbek	Yes/No
Hollis L. Tharpe	Yes/No	Eugene R. Tewalt	Yes/No
Bébhinn C. Egger	Yes/No	Daryl L. Funk	Yes/No

A public hearing on the above was held on _____, 2015, having been advertised in the Northern Virginia Daily on _____, 2015 and _____, 2015.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

10



Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 10

Meeting Date: July 27, 2015

Agenda Item: COUNCIL APPROVAL – Ordinance and Resolution to Approve and Execute a Power Sales Contract with AMP along with Interconnection Agreement and Solar Project Lease Agreement (*2nd Reading*)

Summary: Council is requested to adopt on its second and final reading an Ordinance/Resolution to Approve and Execute a Power Sales Contract with American Municipal Power, Inc. (AMP), as well as, an Interconnection Agreement with AMP and a Solar Project Lease Agreement with AMP for the Solar Phase II Project at 3,000 kilowatts, as presented. Council is also requested to consider granting the Solar Project Lease Agreement with AMP for a term of five years, renewal for additional five year terms. Since AMP will be constructing structures and other work on Town real property, it would be deemed “construction” under the Public Procurement Act, and thus subject to the Act’s provisions; however, competitive sealed bidding and competitive negotiation are not fiscally advantageous to the public because the Town purchases electric utility services through AMP, an association that was formed and is maintained for the purpose of promoting the interest and welfare of and developing close relationships with similar public bodies. Council is further requested to authorize the Town Manager to sign all necessary documents.

Budget/Funding: None

Attachments: Proposed Ordinance/Resolution, Agreements and Contract

Meetings: Work Session held June 1 and July 6, 2015. Public Hearing held July 13, 2015.

Staff

Recommendation: Approval_____ Denial_____

Proposed Motion: I move that Council adopt on its second and final reading an Ordinance/Resolution to Approve and Execute a Power Sales Contract with American Municipal Power, Inc. (AMP) for the Solar Phase II Project at 3,000 kilowatts as presented, as well as, an Interconnection Agreement. I further move that Council approve a Solar Project Lease Agreement for a term of five years, renewal for additional five year terms and that the constructing of structures on Town real property by AMP would not adhere to the Public Procurement Act since competitive sealed bidding and competitive negotiation are not fiscally advantageous to the public because the Town purchases electric utility services through AMP, an association that was formed and is maintained for the purpose of promoting the interest and welfare of and developing close relationships with similar public bodies. I continue to further move that Council authorize the Town Manager to sign all necessary documents.

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: _____

TOWN OF FRONT ROYAL, VIRGINIA

[ORDINANCE/RESOLUTION] NO. _____

**AN [ORDINANCE/RESOLUTION] TO APPROVE THE FORM
AND AUTHORIZE THE EXECUTION OF A POWER SALES CONTRACT
WITH AMERICAN MUNICIPAL POWER, INC.
AND TAKING OTHER ACTIONS IN CONNECTION THEREWITH
REGARDING PARTICIPATION IN
THE AMP SOLAR PROJECT II;
AND DECLARING AN EMERGENCY.**

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

WHEREAS, in order to satisfy the electric capacity and associated energy requirements of its electric utility system, the Municipality has heretofore purchased, or desires to do so in the future, economical and reliable electric capacity and associated energy from, or arranged by, American Municipal Power, Inc. (hereinafter, “AMP”), an Ohio non-profit corporation, of which the Municipality is a AMP Member;

WHEREAS, the Municipality, acting individually and, along with other municipalities which own and operate electric utility systems, jointly through AMP, endeavors to arrange for the availability of reliable, environmentally responsible, reasonably priced supplies of electric capacity and associated energy for ultimate delivery to or on behalf of its customers;

WHEREAS, it is efficient and economical to act jointly in such regard;

WHEREAS, AMP is an Ohio nonprofit corporation, organized to own and operate facilities, or to provide otherwise for the generation, transmission or distribution of electric power and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of its

Members, such Members, including the Municipality, being, and to be, political subdivisions of their respective states that operate electric systems in, as of the date of adoption hereof, Delaware, Indiana, Kentucky, Maryland, Michigan, Ohio, Pennsylvania, Virginia, and West Virginia;

WHEREAS, Municipality has determined it requires additional long-term sources of reliable, environmentally sound and reasonably priced electric capacity and energy and has requested that AMP arrange for the same;

WHEREAS, in furtherance of such purpose, Municipality, along with other Members (collectively, "Participants") requested and AMP agreed that it will either directly by itself or otherwise arrange for the financing, acquisition, construction, operation and ownership, in whole or in part, of solar generation at agreed upon solar sites and possible additional solar sites having an expected net rated electric generating capacity of up to an aggregate total of a nominal 75 MW (or such larger amount as approved or set forth in the AMP Solar Project II Power Sales Contract (hereafter "PSC")) capacity (to be known collectively as the "AMP Solar Project II");

WHEREAS, AMP has resolved, in accordance with the PSC, to develop, including, as appropriate, the financing, acquisition, construction, ownership and operation of, and arrangements for the acquisition, financing, and payment for the AMP Solar Project II as well as other arrangements related thereto, which AMP and, in certain cases, the Participants, deem necessary to enable AMP to fulfill its obligations hereunder to sell and transmit, or otherwise make available, electric capacity and energy to the Participants;

WHEREAS, the PSC between AMP and Municipality, a copy of the form of which is on file with the Clerk, sets forth the terms and conditions, rights, duties, obligations, and covenants of the parties with respect to the AMP Solar Project II;

WHEREAS, in order to lower the Project costs to the Municipality and other Participants, AMP is investigating utilizing a "tax equity investor" structure for Solar Project II as contemplated in the PSC;

WHEREAS, AMP has provided appropriate information regarding the AMP Solar Project II, as such officers and representatives of the Municipality deem necessary or appropriate, to enable the Municipality to evaluate the benefits and risks of the AMP Solar Project II, to take actions contemplated by the [Ordinance/Resolution] hereinafter set forth and to determine that the same are in the public interest;

WHEREAS, the proposed form of the PSC has been reviewed by this body and this body has been advised on the same;

WHEREAS, in order to obtain such sources of electric capacity and energy, the Participants are willing to pay AMP for their respective rights to such electric capacity and energy and transmission service at rates that are sufficient, but only sufficient, to enable AMP to (i) recover all costs and expenses incurred with respect to, and arrangements for the acquisition, financing, and payment for the Project as set forth herein, and related service arrangements undertaken by AMP to enable it to fulfill its obligations hereunder, and (ii) recover any other expenditures or revenues authorized hereunder as more fully set forth in the PSC;

WHEREAS, AMP and certain Members have determined that the AMP Solar Project II is an appropriate and reasonable option for AMP Members and it is necessary and desirable for this body to approve AMP Solar Project II and the form of the PSC; and

NOW THEREFORE, BE IT RESOLVED BY THE [LEGISLATIVE BODY] OF THE TOWN OF FRONT ROYAL, VIRGINIA.

SECTION 1. That the PSC, substantially in the form on file with the Clerk, including Appendices thereto is approved, and the [Insert Officials Title] or the [Insert Official's Title]'s designee is hereby authorized to execute and deliver such PSC, with such changes or modifications as the [Insert Officials Title] or the [Insert Officials Title]'s designee may approve as neither inconsistent with this [Ordinance/Resolution] nor materially detrimental to the Municipality, execution of the PSC to be conclusive evidence of such approval, including without limitation, PSC modifications designed to

accommodate a tax equity investor should the Participants and AMP find it advantageous to the Participants to structure the AMP Solar Project II or its ownership with a tax equity investor.

SECTION 2. That the [Insert Officials Title] is hereby authorized to acquire on behalf of the Municipality, as a Participant, as defined in the PSC, a Project Share as defined in the PSC, without bid, from AMP of up to 4460 kW and to execute and deliver any and all documents necessary to become a Participant in the AMP Solar Project II pursuant to the conditions set forth herein and in the PSC and to carry out its obligations thereunder as the [Insert Officials Title] deems in the best interests of the Municipality.

SECTION 3. That the [Insert Officials Title] of this Municipality, as a part of such officer's official duties, is hereby appointed as Municipality's representative for any meetings or determinations of the Participants or the Participants Committee pursuant to the PSC and is authorized and directed, acting for, in the name of and on behalf of this Municipality, to vote Municipality's Project Share with regard to any determinations regarding the AMP Solar Project II as set forth in the PSC.

SECTION 4. That the [Insert Officials Title] may appoint, in writing from time to time as necessary, another representative of the Municipality as his or her alternate to carry out the duties set forth in Section 3 hereof.

SECTION 5. That is it found and determined that all formal actions of this body concerning and relating to the adoption of this [Ordinance/Resolution] were adopted in an open meeting of a quorum of this body, and that all deliberations of this body and of any its committees that resulted in such formal action, were held in meetings open to the public, in compliance with all legal requirements.

SECTION 6. If any section, subsection, paragraph, clause or provision or any part thereof of this [Ordinance/Resolution] shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this [Ordinance/Resolution] shall be unaffected by such adjudication and all the remaining provisions of this [Ordinance/Resolution] shall remain in full force and effect as though such section,

subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 7. [Optional] That this [Ordinance/Resolution] is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of Municipality, the emergency being the deadline for AMP to meet the subscription minimums to proceed with the AMP Solar Project II that is the subject of this [Ordinance/Resolution]; and provided it receives the majority vote of two-thirds or more of those elected to this body, it shall go into full force and effect from and immediately after its passage and its approval by the [Insert Officials Title]; otherwise it shall take effect at the earliest period allowed by law.

AMP CONTRACT NO. _____

**INTERCONNECTION AGREEMENT
BETWEEN
THE _____ OF _____,
AND
AMERICAN MUNICIPAL POWER, INC.**

THIS INTERCONNECTION AGREEMENT ("Agreement") is made this _____ day of _____, 2015 by and between American Municipal Power, Inc. ("AMP") and the _____ of _____, _____ an AMP member political subdivision duly organized and existing under and by virtue of the laws of the _____ of _____ that owns and operates an electric utility system ("Host").

WHEREAS AMP and Host have entered into a Power Sales Contract regarding the AMP Solar Project II dated as of _____, 2015 ("Solar Project II PSC");

WHEREAS AMP intends to install and operate a solar generation facility (the "Project Unit") to be built on a site [owned by or leased to] AMP, located at _____. The Project Unit is projected to have an export capacity of approximately ____ megawatts ("MW") but shall not be more than ____ MW of export capacity; and,

WHEREAS AMP and Host desire to enter into this Agreement for the purposes of interconnecting the Project Unit to Host's electric utility system through the Interconnection Facilities (hereinafter defined) in order to enable AMP to make available, or from time to time deliver, electric capacity and energy from the Project Unit into the Host's electric system in accordance with this Agreement and the Solar Project II PSC provisions regarding a Host Participant.

NOW THEREFORE, the Parties agree as follows:

I. Definitions.

The definitions shall be as set forth in the Solar Project II PSC, in addition to those noted below.

A. Host shall mean the Host Participant noted above.

B. Interconnection Facilities shall mean the equipment on both sides of the Point of Interconnection that is presently in place or has been mutually determined is necessary in order to interconnect with and deliver capacity and energy from the Project Unit to Host's distribution system, as set forth in Appendix A hereto. Interconnection Facilities include the additions, modifications, and/or reinforcements to Host's distribution system that Host, in the exercise of its reasonable judgment and consistent with Good Utility Practice, deems necessary to support receipt and subsequent distribution of capacity and energy from the Project Unit.

C. Point of Interconnection shall mean the point at which the facilities of the Project Unit interconnect with the facilities of Host as specified in Appendix A.

II. Term.

Subject to the conditions contained herein, this Agreement shall become effective upon execution and shall remain in effect through December 31, 2047. Notwithstanding the foregoing, this Agreement shall terminate on the date of termination or expiration of the Lease.

III. Interconnection Service.

A. AMP Responsibilities.

1. AMP shall be responsible for all costs of design, construction, installation, and maintenance of the Interconnection Facilities set forth in Appendix A. Such design, construction, installation, and maintenance shall be in accordance with Prudent Utility Practice. AMP shall be solely responsible for the construction and installation of the Interconnection Facilities. Any Interconnection Facilities listed in Appendix A that are installed on Host's side of the Point of Interconnection shall become the property of Host on the Commercial Operation Date, with Host possessing full and unencumbered title thereto.

2. AMP shall provide Host access to AMP site and Interconnection Facilities at no cost to Host for the purpose of ensuring safe and reliable operations of Host's system.

3. AMP shall be responsible for procuring and paying for all ancillary services it requires with respect to bidding capacity available from and scheduling the energy produced by the Project Unit.

4. AMP shall be responsible for installing and maintaining compatible metering and communications equipment to accurately account for the capacity, associated energy and reactive power made available or delivered to Host's system. Host shall have access to such metering data.

B. Host Responsibilities.

1. Subject to Article III (A)(1), Host shall operate and maintain the Interconnection Facilities on its side of the Point of Interconnection. Host agrees to operate and maintain those Interconnection Facilities in accordance with Prudent Utility Practice.

2. Host shall timely review and have the right to approve, such approval not to be unreasonably conditional or withheld, the design, construction and installation of the Interconnection Facilities and the in service date thereof.

C. Mutual Responsibilities.

1. During the term of this Agreement, each Party shall inform the other of any changes to its respective facilities that might reasonably be expected to affect the operation of the other Party's facilities.

2. Host and AMP shall cooperate in connection with the testing and start-up of the Project Unit.

D. Terms and Conditions

1. Continuity of Service. Host may require AMP to curtail, interrupt or reduce deliveries of capacity and energy if, in the exercise of Host's reasonable judgment exercised in accordance with Prudent Utility Practice, such delivery of capacity and energy would have a material adverse impact on the quality of service rendered by Host to its customers by interfering with the safe and reliable operation of Host's system, until the condition has been corrected. Host shall use all reasonable

efforts to mitigate the extent and duration of such curtailment, interruption or reduction. Except in the case of an Emergency, Host shall give AMP reasonable notice prior to any curtailment, interruption or reduction, the reason for its occurrence and its probable duration.

2. Disconnection. Host shall have the right to disconnect the Interconnection Facilities from Host facilities, if in the exercise of its reasonable judgment exercised in accordance with Prudent Utility Practice, it determines that an Emergency exists that is likely to adversely affect or impair the reliability of the Project Unit or facilities on Host's side of the Point of Interconnection. Host shall reconnect to its system as soon as is practicable consistent with Prudent Utility Practice.

3. Interconnection Equipment Modifications.

a. AMP shall pay or reimburse Host for the cost of any necessary modifications to the Interconnection Facilities consistent with Prudent Utility Practice to maintain interconnection service to the Project Unit that Host would not have incurred but for the interconnection of the Project Unit.

b. AMP shall provide Host reasonable written prior notice of any additions, modifications and/or reinforcements to the Interconnection Facilities that AMP has reasonably determined to be necessary consistent with Prudent Utility Practice.

IV. Operating Committee.

Each Party shall appoint one (1) representative to an operating committee (the "Operating Committee") which shall meet, at the reasonable request of either Party, as often as necessary to provide information regarding the operations and obligations hereunder but in no event less than once a year, and to discuss and act upon such other matters as are appropriate and convenient. The Operating Committee shall act only by unanimous agreement and shall keep written minutes of its meetings and actions. Although there is no contemplation that Host will enter into an Agreement with AMP to operate the Solar Facility, if during the term of this Agreement, Host and AMP enter into such an agreement, Host may appoint one (1) additional representative to the

Operating Committee to act on behalf of the Host with respect to matters relating to the operation and maintenance of the Project Unit.

V. Event of Default. Any one (1) or more of the following events shall constitute an event of default hereunder:

A. Either Party's failure to observe or perform or cause to be observed or performed any other term, covenant, agreement under this Agreement, and continuation of this failure for a period of thirty (30) days after either Party's written notice to the other specifying the nature of such Party's failure, provided, however, that such failure shall not constitute a default if it is curable but cannot with reasonable diligence be cured by such Party within a period of sixty (60) days, provided such Party proceeds to cure the failure with reasonable diligence and in good faith;

B. AMP's abandonment of the Project Unit; or,

C. The filing of a petition in bankruptcy or insolvency, for reorganization or the appointment of a receiver or trustee of all or a portion of AMP's property, by or against AMP in any court pursuant to any statute either of the United States or of any state; and AMP's failure to secure a dismissal of the petition within one hundred twenty (120) days after its filing.

VI. Compensation.

As Host is provided significant benefits from acting as a Host Participant, no additional compensation shall be required hereunder.

VII. Limitations and Other General Provisions.

A. Standard of Care. Each Party to this Agreement shall use reasonable commercial efforts to provide the services and perform the obligations required to be provided and performed pursuant to this Agreement and shall act at all times in a manner consistent with Prudent Utility Practice.

B. Limitation of Remedies, Liability and Damages. Neither Party shall have any liability to the other for any costs, damages or liability arising from its failure to provide such services or perform such obligations absent willful and wanton misconduct

by such Party. THE PARTIES AGREE THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, SUCH PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, SUCH PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. Each Party agrees that it will carry or cause to be carried such insurance as is customary in the electric utility industry to protect it against losses and damages that may arise in connection with the ownership, operation and maintenance of solar facilities. Each Party shall pay all costs and expenses, including reasonable attorneys' fees, related to such Party's failure to comply with the provisions of this Agreement.

C. Force Majeure. Neither Host nor AMP shall be considered in default under this Agreement if prevented from fulfilling any obligation due to an event of *Force*

Majeure. The Party unable to perform shall: (i) notify the other Party in writing, by telephone or electronic transmission within a reasonable time after the occurrence of the event; (ii) be excused only while such *Force Majeure* event exists; and, (iii) make good faith efforts to expeditiously alleviate such situation. Neither Party shall be required by the foregoing provisions to settle a strike, lockout or other labor dispute affecting it except when, according to its own best judgment, such a settlement is advisable.

D. Amendments. This Agreement may be amended only in writing signed by both Parties hereto.

E. Assignment. This Agreement shall not be assigned by a Party without the consent of the other Party, which consent may be withheld in the sole discretion of the Party whose consent is requested.

F. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one (1) and the same instrument.

G. Entire Agreement. This Agreement contains the entire agreement between AMP and Host with respect to the matters provided herein, and any agreement made after the execution of this Agreement between AMP and Host shall be ineffective to change, modify, waive, release, discharge, or terminate this Agreement, in whole or in part, unless that agreement is in writing and signed by the Party against whom enforcement is sought.

H. No Waiver of Breach. The failure of either Party to seek redress for violation of, or to insist on the strict performance of any covenant, agreement, term, provision, or condition of this Agreement shall not constitute a waiver of the covenant, agreement, term, provision, or condition. The receipt or payment hereunder with knowledge of the breach of any covenant, agreement, term, provision, or condition of this Agreement shall not be deemed a waiver of that breach.

I. No Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision

contained herein. Nothing in this Agreement shall be construed to create any duty, standard of care or liability to any person not a Party to this Agreement.

J. Headings. The section and subsection headings and captions appearing in this Agreement are inserted only as a matter of convenience and shall not be given any legal effect.

K. Severability. If any restriction, covenant or provision of this Agreement shall be adjudged by a court of competent jurisdiction to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Party seeking to enforce such restriction, covenant or provision, the provisions of this Agreement shall be interpreted to carry out to the greatest extent possible the intent of the Parties and to provide to each party a reasonable approximation of the benefits such Party would have received under this Agreement if such restriction, covenant or provision had been enforceable.

L. Officials Not Liable. No official or employee of either Party shall be personally liable for any matter arising from or in any way connected to this Agreement.

M. Notices.

All Notices given by Host to AMP shall be directed to:

Attention: President/CEO
American Municipal Power, Inc.
1111 Schrock Rd., Suite 100
Columbus, OH 43229

With a copy to:

Attention: General Counsel
American Municipal Power, Inc.
1111 Schrock Rd, Suite 100
Columbus, OH 43229

All Notices given by AMP to Host shall be directed to:

Attention: [TITLE]

[TO COME]

All Notices shall be given in accordance with the Solar Phase II PSC.

N. Governing Law. The terms and provisions of the Agreement and the rights and obligations of the Parties hereto shall be in accordance with the Solar Phase II PSC and shall be governed by and construed in accordance with the laws of the State of Ohio.

O. Limited Obligation. The obligations of the Host under this Agreement are limited obligations of the Host, payable solely from the revenues of the Host's electric utility system.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed.

AMERICAN MUNICIPAL POWER, INC.

[HOST NAME]

By: _____
Marc S. Gerken, P.E.
President/CEO

By: _____
[SIGNATOR'S NAME]
[SIGNATOR'S TITLE]

Approved as to Form and Attest:

Approved as to Form and Attest:

By: _____
John W. Bentine
SVP and General Counsel

By: _____
[HOST LEGAL ADVISOR]

APPENDIX A

INTERCONNECTION FACILITIES

[TO COME]

**SOLAR PROJECT
LEASE AGREEMENT**

This Lease Agreement (this "Lease") is made and entered into as of the ____ day of ____, ____, ("Effective Date") by and between the _____ of ____, ____, a municipal corporation ("Lessor"), with an office at _____, and _____, with an office at _____ ("Lessee").

WITNESSETH:

WHEREAS, the Lessor owns property commonly known as _____ in _____, _____ and more particularly described on Exhibit A and depicted in Exhibit A-1 attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Lessee desires to lease the Premises for the purpose of placing on it a solar photovoltaic electronic generating facility with a nameplate rating of approximately up-to _____ megawatts ac and ancillary or related services and facilities thereto (the "Solar Electric Facility" as further described on Exhibit B hereto) used in the provision of reliable and reasonably priced electric power to certain members of Lessee; and

WHEREAS, Lessee will sell the electric energy and certain related products produced by the Solar Electric Facility, among other such facilities, to Lessor [and has or will enter into an interconnection agreement with the Lessor regarding the electric interconnection of the Solar Electric Facility with Lessor's electric utility system ("Interconnection Agreement")]; and

WHEREAS, the Lessee has agreed to cause the Solar Electric Facility, as hereinafter defined, to be constructed, improved, repaired, replaced and operated on the Premises; and

WHEREAS, Lessor and Lessee desire to set forth in writing the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the mutual obligations, representations and promises contained in this Lease, the parties hereto agree as follows:

1. DESCRIPTION

1.01 Lessor hereby leases to Lessee and Lessee rents from Lessor the Premises. This Lease and the Premises are subject to all liens, encumbrances, conditions, rights, easements, restrictions, rights-of-

way, covenants, other matters of record and zoning and building laws, ordinances, regulations and codes governing the Premises.

2. TERM AND RENT

2.01 Term. Lessee's obligation to pay rent and occupy the Premises in accordance with this Lease shall begin on the Effective Date and be co-terminus with the length of the Power Sales Contract approved by Lessor in duly enacted [Ordinance/Resolution] No. _____ and designated as AMP Contract No. _____ and for six (6) months thereafter ("Lease Term"), unless terminated earlier for any reason set forth in this Lease.

2.02 Rent. During the Lease Term, Lessee shall pay rent to Lessor, without notice or demand and without abatement, reductions, or set-off for any reason, at Lessor's office at _____. Rent shall be payable as follows: [One Dollar (\$1.00)] on the date this Lease is signed by both parties covering the period from such date to the end of the Lease Term.

2.03 Taxes. Lessee shall be responsible for and pay any and all property taxes and assessments levied against the land, project rights or equipment as may accrue during the Lease Term.

3. USE OF PREMISES

3.01 Lessee shall have the right to use the Premises for the construction, operation and maintenance of the following items: Solar Electric Facility and facilities connecting the Solar Electric Facility and all necessary and reasonable purposes associated therewith, [except that, any use shall be subject to Sec. 11.23 of this Lease]. Lessee shall make no alterations, or actions to the Premises without permission of Lessor, except as may be provided herein. Lessor has no right and shall not claim a right in any fixture placed on the Premises, except as may be claim as a result of abandonment, default or termination of this Lease as herein provided. Lessor shall mow and maintain the Property and keep the Premises free from becoming a nuisance condition during the Lease Term.

4. LAWS AND REGULATIONS

4.01 Compliance with Legal Requirements. Lessee shall promptly comply with all laws and ordinances, and all orders, rules, regulations, and requirements of federal, state, and municipal governments and appropriate departments, commissions, boards, and offices of these governments ("Legal Requirements") throughout the term of this Lease, and without cost to Lessor. Lessee shall promptly comply with these Legal Requirements whether they are foreseen or unforeseen, or ordinary or

extraordinary, except that any compliance with Legal Requirements associated with Lessor's use of the Property prior to the effective date of this Lease shall be the sole responsibility of the Lessor.

4.02 Contest of Legal Requirements. Lessee shall have the right, after prior written notice to Lessor, to contest the validity of any Legal Requirements by appropriate legal proceedings, provided Lessor shall not be subject to any criminal or civil liability as a result of any legal contest. Lessee shall indemnify and hold Lessor harmless from all loss, claims, and expenses, including reasonable attorneys' fees, as a result of Lessee's failure to comply with Legal Requirements or any contest relating to Legal Requirements, except any contest of any Legal Requirement enacted by Lessor, subsequent to the effective date hereof.

5. LIENS AND ENCUMBRANCES

5.01 Creation Not Allowed. Lessee shall not create, permit or suffer any mechanics' or other lien or encumbrance on or affecting the Premises or the fee estate or reversion of Lessor except as may be specifically permitted in this Lease.

5.02 Lessor Not Liable For Labor, Services, or Materials Furnished to Lessee. Lessor shall not be liable for any labor, services, or materials furnished to or to be furnished to Lessee or any sublessee in connection with any work performed on or at the Premises after the execution of this Lease and no mechanics' liens or other lien or encumbrance for any labor, services, or materials shall attach to or affect Lessor's fee estate or reversion in the Premises.

6. INSURANCE AND INDEMNITY

6.01 Fire and Extended Coverage Insurance. At all times during the term of this Lease, Lessee shall maintain, at its sole cost, insurance or self-insurance covering its property located on the Premises.

6.02 Property and Personal Injury Liability Insurance. At all times during the Lease Term, Lessee shall maintain, at its sole cost, commercial general public liability insurance against claims and liability for personal injury, death, and property damage arising from the use, occupancy, disuse, or condition of the Premises, Lessee's property located thereon and Lessee's activities thereon. The insurance shall be carried by insurance companies authorized to transact business in [____], selected by Lessee and approved by Lessor, with such approval to not be unreasonably withheld. In addition, the following conditions shall be met:

- a) The insurance provided pursuant to this Paragraph 6.02 shall be in an amount equal

to the value of the property for damage, and in an amount equal to Lessee's liability coverage currently in effect under an umbrella liability policy maintained by Lessee for personal and accident injury, which amount is currently in excess of [_____]
_____] Dollars.

b) The insurance shall be maintained for the mutual benefit of Lessor and Lessee, any succeeding owners of the fee title in the Premises and any successors and assigns of this Lease. The insurance policy or policies shall name both Lessor and Lessee as insured.

c) The amounts of insurance shall be increased as Lessor may reasonably require from time to time to account for inflation, or generally increased insurance settlements or jury verdicts.

6.03 Indemnification. Lessor shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from Lessee's use of the Premises or any property on the Premises, or caused by or arising from any act or omission of Lessee, or any of its agents, employees, licensees, or invitees, or by or from any accident, fire, or other casualty on the Premises, or occasioned by the failure of Lessee to maintain the Premises in safe condition. Lessee waives all claims and demands on its behalf against Lessor for any loss, damage or injury not caused by Lessor's negligent or intentional acts or omissions, and agrees to indemnify and hold Lessor entirely free and harmless from all liability for any loss, damage, costs, or injury of other persons, and from all costs and expenses arising from any claims or demands of other persons concerning any loss, damage, or injury, caused other than by the negligent or intentional act or omission of Lessor.

7. CONDEMNATION

7.01 Although the parties agree that the Premises are and will continue to be dedicated to public use, nonetheless it is possible that the state and federal governments may attempt to acquire all or any part of the Premises for other public or quasi public purposes by condemnation in an action or proceeding in eminent domain. Upon such taking, should such taking destroy the current use, this Lease shall terminate and Lessor shall be entitled to receive the entire award or compensation for the taking of the Premises or any part of the Premises, except Lessee shall be entitled to any damages specifically awarded to it.

8. MORTGAGES NOT PERMITTED

8.01 Lessee shall not be permitted to mortgage or otherwise encumber Lessee's leasehold

interest in the Premises without Lessor's prior written consent.

9. **DEFAULT**

9.01 **Events of Default.** Any one or more of the events listed in Sub-paragraphs (a) through (e) of this Paragraph 9.01 shall constitute a default under this Lease (each, an "Event of Default").

- a) Lessee's failure to pay rent within forty-five (45) days after the rent becomes due and payable in accordance with the terms, covenants and agreements of this Lease.
- b) Lessee's failure to observe or perform or cause to be observed or performed any other term, covenant, or agreement under this Lease, and continuation of this failure for a period of thirty (30) days after Lessor's written notice to Lessee specifying the nature of Lessee's failure; however, a failure as described in this Subparagraph (c) shall not constitute a default if it is curable but cannot with reasonable diligence be cured by Lessee within a period of thirty (30) days, and if Lessee proceeds to cure the failure with reasonable diligence and in good faith,
- c) Lessee's abandonment of the Premises and improvements. For the purposes of this Lease, "abandonment" shall be defined as vacating the Premises with the intention of not returning.
- d) The occurrence of both the following events at the date of the commencement of this Lease or during the Term:
 - i) Filing of a petition in bankruptcy or insolvency, for reorganization or the appointment of a receiver or trustee of all or a portion of Lessee's property, by or against Lessee in any court pursuant to any statute either of the United States or of any state.
 - ii) Lessee's failure to secure a dismissal of the petition within sixty (60) days after its filing.
- e) Lessee's assignment of the leasehold interest under this Lease for the benefit of creditors.

9.02 **Notice of Election to Terminate Lessee's Possession.** If any Event of Default occurs, Lessor may elect to terminate Lessee's right of possession under this Lease after thirty (30) days from the

date of service of notice of the election. If this notice is given, then at the expiration of the thirty (30) days all Lessee's rights, title and interest in the Premises shall expire completely, and Lessee shall quit and surrender the Premises to Lessor without penalty or recourse whatsoever.

9.03 Lessor's Entry After Termination of Lessee's Possession. At any time after the termination of Lessee's right of possession under this Lease, Lessor may enter and possess the Premises by summary proceedings, ejectment, or otherwise, and Lessor may remove Lessee and all other persons and property from the Premises. If Lessor takes the actions described in this Paragraph 9.03, Lessor may then possess the Premises.

9.04 Rent on Expiration or Termination. The expiration of this Lease or termination of Lessee's right of possession shall not relieve Lessee of its liability and obligation to pay the rent and any other charges accrued prior to these events, or relieve Lessee of liability for damages for breach. These liabilities and obligations of Lessee shall survive any expiration or termination of the Lease or any entry and possession by Lessor. Upon expiration or termination, Lessor shall be entitled to keep all prepaid rent and Lessee waives any claim therefore.

9.05 Costs Incurred Due to Breach. Lessee expressly agrees to pay all expenses that Lessor may incur for reasonable attorney's fees or brokerage commissions, and all other costs paid or incurred by Lessor for enforcing the terms and provisions of this Lease restoring the Premises to good order and condition, or otherwise repairing the same and for maintaining the Premises and any of Lessee's property left on the Premises, or for disposing of any of Lessee's property left on the Premises.

10. EXPIRATION OF TERM

10.01 Lessee's Delivery of Possession after Termination or Expiration. On the expiration date of this Lease, or the termination of Lessee's possession under this Lease, or any entry or possession of the Premises by Lessor after a default (collectively referred to as the "Expiration Date"), Lessee shall promptly quit and surrender the Premises, remove its property and deliver to Lessor actual possession and ownership of the Premises in good order, condition and repair. Lessee shall remove its property from the Premises and dispose of it in accordance with generally recognized engineering principles at the time the property is removed and in accordance with all applicable laws, rules and regulations. Lessee shall be responsible for any cleaning of waste, hazardous waste, or other substance placed on the Premises during the Term and repair any surface damage; further, if clean up of the Premises is recommended or ordered by EPA or other governmental officials, including local, state or federal, as a result of Lessee's action or

omission during the Term, Lessee will indemnify Lessor for and defend Lessor against all claims made and fines assessed in regard thereto, including reasonable attorney fees associated therewith. Finally, in the event decommissioning is required, Lessee shall cause the decommissioning at its expense and post any required bond or security associated therewith.

11. GENERAL PROVISIONS

11.01 No Waiver of Breach. The failure of either party to seek redress for violation of, or to insist on the strict performance of any covenant, agreement, term, provision, or condition of this Lease shall not constitute a waiver of the covenant, agreement, term, provision, or condition. The receipt or payment of rent with knowledge of the breach of any covenant, agreement, term, provision, or condition of this Lease shall not be deemed a waiver of that breach.

11.02 Waiver of Any Provision Must Be Written. No provision of this Lease shall be deemed to have been waived, unless the waiver is in writing and signed by the party against whom enforcement is sought. Each right and remedy of Lessor provided for in this Lease shall be cumulative and in addition to every other right or remedy provided for in this Lease, or now or later existing at law, in equity, by statute or otherwise.

11.03 Entire Agreement. This Lease contains the entire agreement between Lessor and Lessee, and any agreement made after the execution of this Lease between Lessor and Lessee shall be ineffective to change, modify, waive, release, discharge, terminate, or effect a surrender or abandonment of this Lease, in whole or in part, unless that agreement is in writing and signed by the party against whom enforcement is sought.

11.04 Notices. All notices and demands of any kind that either party may be required or may desire to give to the other in connection with this Lease must be given by certified mail, return receipt requested, with postage fully prepaid, and addressed to the party to be served at the party's address as set forth above. Any notice shall be deemed received on first attempted delivery. Any party may change the address to which notices to that party are to be directed by notice given in the manner provided in this Paragraph 11.04.

11.05 Lessor's Entry and Inspection of Premises. Lessor, or its agents or designee, shall have the right to enter the Premises during reasonable business hours for inspection, or to complete any work that may be necessary because of Lessee's default under any of the terms, covenants, and conditions of this

Lease continuing beyond the applicable periods of grace. Any entry by Lessor shall be made pursuant to Lessee's safety and security procedures.

11.06 Partial Invalidity or Unenforceability. If any term, covenant, or condition of this Lease shall be invalid or unenforceable to any extent, the remainder of the terms, covenants, and conditions of this Lease shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

11.07 Individuals Benefited by Lease. This Lease shall inure to the benefit of and be binding on Lessor and Lessee and their respective successors, and assigns except as otherwise provided in this Lease.

11.08 Effective Date. This Lease shall be effective and the term shall commence on the Effective Date.

11.09 Authority. The undersigned specifically represent that they are authorized to execute this Lease and that the parties have the right and capacity to perform the acts contemplated by this Lease.

11.10 Engineering Standards and Laws. Lessee shall conduct its activities on the Premises in a good and workmanlike manner and in accordance with acceptable construction and engineering standards and in compliance with all applicable federal, state and local laws, rules and regulations.

11.11 No Warranty. Lessor does not warrant or represent that the Premises are safe, healthful or suitable for the purposes for which it is permitted to be used under the terms of this Lease.

11.12 City Officials Not Liable. No city official or employee shall be personally liable for any matter arising from or in any way connected to this Lease.

11.13 Memorandum of Lease. If Lessee desires to record a Memorandum of Lease, Lessee shall pay for its preparation and recordation.

11.14 Utilities. Lessee shall pay all utility charges, if any, including, but not limited to water, gas, electricity and sewer, used in and about the Leased Premises, all such charges to be paid by Lessee to the utility company or municipality furnishing the same before the same shall become delinquent.

11.15 Transfer, Assign or Sublet. Lessee may not transfer, assign or sublet this Lease or any sublease without written consent of Lessor, which consent shall not be unreasonably withheld.

11.16 Mutual Waiver of Subrogation. Each party hereby waives any and all claims which arise or which may arise in its favor and against the other party hereto during the Lease Term or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or

constituting a part of the Solar Electric Facility, to the extent that such loss or damage is recovered under an insurance policy or policies and to the extent such policy or policies contain provision(s) permitting such waiver of claims. Each party agrees to request its insurers to issue policies containing such provisions.

11.17 Estoppel Certificate. Lessor and Lessee shall execute and deliver to each other, within 15 business days after request therefor by the other party, a certificate addressed as indicated by the requesting party and stating:

- (a) whether or not this Lease is in full force and effect;
- (b) whether or not this Lease has been modified or amended in any respect, and submitting copies of such modifications or amendments;
- (c) whether or not there are any existing defaults or Events of Default hereunder known to the party executing the certificate, and specifying the nature thereof;
- (d) whether or not any particular Article, Section, or provision of this Lease has been complied with; and
- (e) such other matters as may be reasonably requested by the requesting party.

11.18 Counterparts. This Lease may be executed in counterparts, each of which shall constitute original documents, but all of which together shall constitute one and the same instrument.

11.19 Applicable Law. This Lease shall be interpreted and enforced in accordance with the laws of the State of [_____].

11.20 Headings. The headings of the several sections hereof are inserted for convenience only and shall not control or affect the interpretation of the provisions hereof.

11.21 Force Majeure. If Lessor or Lessee shall be delayed, hindered in or prevented from the performance of any acts required hereunder, other than the payment of Rent, by reason of an event of force majeure, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equal to the period of such delay.

11.22 No Joint Venture. Nothing contained in this Lease shall be interpreted as creating a joint venture, partnership, or any other relationship between the parties, other than the relationship described in this Lease.

11.23 [Reserved for Any Applicable Environmental Restrictions]

11.24 Quiet Enjoyment and Warranty of Title. Lessor covenants that Lessee, upon payment of the rentals reserved herein and the performance of each and every one of the covenants, agreements and conditions on the part of Lessee to be observed and performed, shall and may, peaceably and quietly, have, hold and enjoy the Premises for the term aforesaid, free from molestation, eviction or disturbance (except as allowed or permitted by this Lease). Lessor warrants that Lessor holds a fee simple interest in the Premises and that the Premises are free of any liens, encumbrances or restrictions of any kind that may interfere with Lessee's anticipated use of the Premises.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the Effective Date.

_____ **AMERICAN MUNICIPAL POWER, INC.**

By: _____

Name: _____

Title: _____

By: _____

Marc S. Gerken, P.E.

President / CEO

Approved as to Form:

By: _____

John W. Bentine

Senior VP and General Counsel

EXHIBIT A

PREMISES DESCRIPTION

[Legal Description to be inserted.]

EXHIBIT A-1

PREMISES DEPICTION

[Depiction of Premises to be inserted.]

EXHIBIT B

PROJECT DESCRIPTION

Up to _____ kW ac of solar generation facilities electrically connected to the _____, _____
distribution system and located at _____, _____, _____.

11



Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 11

Meeting Date: July 27, 2015

Agenda Item: COUNCIL APPROVAL – An Ordinance to Amend and Re-enact Town Code Section 75-51 through 75-57 “Front Royal Enterprise Zone”. *(2nd Reading)*

Summary: The Enterprise Zone Ordinance, Town Code Sections 75-51 to 75-57, affirmed at its first reading on July 13, 2015, be rescinded at this time, for the following reasons: 1) Town Council has been advised that the adoption of an Enterprise Zone Resolution to be submitted to the Governor was time critical, and has been duly adopted by Town Council, whereas adoption of an Enterprise Zone Ordinance is not time critical; and 2) more work and time is would be beneficial to Town Council to consider adequately the factors in an Enterprise Zone Ordinance that would be of benefit to the Town and its future. The rescinding of the Enterprise Zone Ordinance at this time shall be without prejudice to Town Council to reconsider adoption of an Enterprise Zone Ordinance at a later date.

Budget/Funding: None

Attachments: Proposed Ordinance Amendment

Meetings: Work Session held June 22, 2015. Public Hearing held July 13, 2015.

Staff

Recommendation: Approval_____ Denial_____

Proposed Motion: I move that the Enterprise Zone Ordinance, Town Code Sections 75-51 to 75-57, affirmed at its first reading on July 13, 2015, be rescinded at this time, for the following reasons: 1) Town Council has been advised that the adoption of an Enterprise Zone Resolution to be submitted to the Governor was time critical, and has been duly adopted by Town Council, whereas adoption of an Enterprise Zone Ordinance is not time critical; and 2) more work and time is would be beneficial to Town Council to consider adequately the factors in an Enterprise Zone Ordinance that would be of benefit to the Town and its future. I further move that this rescinding of the Enterprise Zone Ordinance at this time be without prejudice to Town Council to reconsider adoption of an Enterprise Zone Ordinance at a later date.

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: _____

ORDINANCE TO AMEND AND RE-ENACT TOWN CODE 75-51 THROUGH 75-57
“FRONT ROYAL ENTERPRISE ZONE”

WHEREAS, the Superfund Site known as the Avtex Property has been delisted by the Environmental Protection Agency (EPA); and,

WHEREAS, the Economic Development Authority (EDA) has been marketing the property for redevelopment as commercial and light industrial property; and,

WHEREAS, the Town of Front Royal is committed to the full redevelopment of this property and desires to assist the EDA to secure sound, long-term business to the site; and,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Town Council of the Town of Front Royal, Virginia, that Town Code Sections 75-51 through 75-57 are hereby amended and re-enacted as follows:

FRONT ROYAL ENTERPRISE ZONE

75-51 FRONT ROYAL ENTERPRISE ZONE - STATEMENT OF PURPOSE

The Virginia Enterprise Zone Grant Act, Section 59.1-538, et seq, of the Code of Virginia, as amended, authorizes the Town of Front Royal to make written application to the Department of Housing and Community Development for the declaration of an area within the corporate limits as an enterprise zone. It is the purpose of the Enterprise Zone Act, and of this Article, to stimulate business and industrial growth within the area so designated as the Front Royal Enterprise Zone by means of state income tax credits, state sales tax exemptions and local incentives more particularly set forth herein.

75-52 FRONT ROYAL ENTERPRISE ZONE – BOUNDARIES

The boundaries of the Front Royal Enterprise Zone are as set forth on that map titled “Front Royal Enterprise Zone, Proposed Boundaries” and includes those properties shown on the Map within the Royal Phoenix business park site (former Avtex site), the Old Virginia Industrial Park, Royal Village commercial and residential properties, and Viscose City properties. It is the purpose of this Article to help stimulate real property improvements and new job creation by, among other things, one or more of the following: the reduction of permit fees; the reduction of user fees; the reduction of business, professional and occupational license tax; partial exemption from taxation of substantially rehabilitated real estate pursuant to Va. Code § 58.1-3221; adoption of a local enterprise zone development taxation program pursuant to Article 4.2 of Chapter 32 of Title 58.1 of the Code of Virginia; and by other local incentives as allowed by Va. Code § 59.1-543.



75-53 FRONT ROYAL ENTERPRISE ZONE - DEFINITIONS

As used in this Article, the following definitions shall apply:

BUSINESS FIRM - Any business entity authorized to do business in the Commonwealth of Virginia, including those entities subject to the state income tax on net corporate rate income (Section 58.1-400 et seq.), a public service company subject to a franchise or license tax on gross receipts, a bank, mutual savings bank, savings and loan association, and partnerships and sole proprietorship. A "business firm" includes partnerships and small business corporations electing to be taxed under Subchapter S of the Federal Internal Revenue Code, and which are not subject to state income taxes as partnerships or corporations, and includes limited liability companies, the taxable income of which is passed through to and taxed on individual partners and shareholders. However, a "business firm" does not include organizations which are exempt from state income tax on all income except unrelated business taxable income as defined in the Federal Internal Revenue Code, 26 U.S.C. § 512, nor does it include homeowners' associations as defined in the Federal Internal Revenue Code, 26 U.S.C. § 528.

ENTERPRISE ZONE – The Front Royal Enterprise Zone, an area declared or to be applied for declaration by the Governor of the Commonwealth of Virginia to be eligible for the benefits accruing under the Virginia Enterprise Zone Act, Va. Code § 59.1-539, et. seq.

EQUIVALENT EMPLOYMENT OR JOB - Forty (40) hours per week of an hourly week (or the salaried equivalent). A single "equivalent job" may be represented by one (1) employed individual, or by multiple employed individuals whose aggregate hours of employment (or salaried equivalent) equal forty (40) hours per week.

EXISTING BUSINESS - Any business firm operating or located within the Enterprise Zone on [DATE], or within the corporate limits of the Town of Front Royal prior to its location within the Enterprise Zone. A business which retains the same ownership and which was operating or located within the Enterprise Zone on [DATE], or within the corporate limits of the Town of Front Royal prior to location within the Enterprise Zone shall not be defined as a new business, even if the name or entity (corporate or otherwise) has changed.

NEW BUSINESS - A business firm operating within the Enterprise Zone after [DATE], having had no prior business located within the corporate limits of the Town of Front Royal.

TOWN - The Town of Front Royal, Virginia.

75-54 FRONT ROYAL ENTERPRISE ZONE - QUALIFICATION FOR BENEFITS

In order to qualify for any local incentives under this Article, a business firm must be a new business located within the boundaries of the Enterprise Zone, and not an existing business, and must provide the following (and thereby, upon the accomplishment of 1. and 2. below, hereinafter become a "Qualified Business" for purposes of this Article):

1. Said new business firm must provide and hire in said business at least twenty-five (25) full-time equivalent jobs. Said employment shall represent new jobs, not positions previously established within the town's corporate limits.
2. Said new business firm must invest a minimum of five hundred thousand dollars (\$500,000.00) in the rehabilitation, renovation, new construction or other building or site improvements in said new business in the Enterprise Zone.

75-55 FRONT ROYAL ENTERPRISE ZONE - LOCAL ENTERPRISE ZONE INCENTIVES

A. Rebate Credit of business and occupational license fees and exemptions from machinery and tools taxes, as applicable: Qualified Business firms shall be entitled to a rebate credit of Town business and occupational license fees, and a partial exemption from the Town machinery and tools taxes if applicable, for a five (5) year period while the Qualified Business firm is located within the Enterprise Zone, provided the Qualifying Business applies for such rebate credit or exemption as applicable within the first three (3) years of such Qualifying Business firm's operation as a new business firm showing compliance with the qualifying requirements of this Article. During the first year following application approval, the Qualifying Business firm shall be entitled to an eighty percent (80%) credit of its business and occupational license fees. During the second year, the Qualifying Business firm shall be entitled to a sixty percent (60%) credit. During the third year, the Qualifying Business firm shall be entitled to a forty percent (40%) credit. During the fourth year, the Qualifying Business firm shall be entitled to a twenty percent (20%) credit. During the fifth year, the Qualifying Business firm shall be entitled to a twenty percent (20%) credit.

B. Water and sewer connection charges (tap fee) and building permit fees incentives. Qualified Business firms located within the Enterprise Zone shall be entitled to a reduction of fifty percent (50%) of all municipal water and sewer connection charges (tap fees) and a reduction of fifty percent (50%) reduction of building permit fees if applicable applied for during the first five (5) years that the Qualified Business firm is located within the Enterprise Zone, provided the Qualifying Business firm applies for such reductions as applicable within the first five (5) years the Qualifying Business Firm is located in the Enterprise Zone.

C. Water and sewer line extension benefits. Qualified Business firms located within the Enterprise Zone shall be entitled without assessment or cost to water and sewer line extensions to the property line of the business firm during the entire time that said Qualified Business firm is located within the Enterprise Zone, so long as the Enterprise Zone remains in effect. The property line shall refer only to a lot or parcel recorded in the land records on or before [DATE]. The Town shall retain discretion as to the location of all water and sewer line extensions, and the number and size of all line extensions provided hereby.

D. Rehabilitated real estate tax exemption. Qualified Business firms located within the Enterprise Zone shall receive a rehabilitated real estate tax exemption on the increase in assessed property value resulting from rehabilitation of commercial and industrial real estate and facilities, if applicable, which qualify under the provisions of Va. Code § 58.1-3220, as amended. The

rehabilitated real estate tax exemption shall be extended for a five (5) year period, upon application showing compliance with the qualifying requirements, on the following basis:

1. An eighty percent (80%) exemption the first year.
2. A sixty percent (60%) exemption the second year.
3. A forty percent (40%) exemption the third year.
4. A twenty percent (20%) exemption the fourth year.
5. A twenty percent (20%) exemption the fifth year.

E. All license fees, building permit fees and water and sewer tap fees shall initially be paid in full by the Qualified Business firm. The Qualified Business firm shall then apply for an exemption or rebate credit hereunder, and, upon approval of the application, the Qualified Business firm will receive a credit on its prepaid fees or taxes.

75-56 FRONT ROYAL ENTERPRISE ZONE - APPLICATION

Any new business firm seeking to receive local Enterprise Zone incentives shall make application to the Enterprise Zone Administrator on forms provided by the Front Royal/Warren County Industrial Development Authority, dba the Economic Development Authority (“EDA”). The Enterprise Zone Administrator may require the new business firm to provide documentation establishing that said new business firm has met the requirements for the receipt of local Enterprise Zone incentives. Failure to provide requested documentation shall result in a denial of the new business firm's application for local incentives. Upon approval of any new business firm application for local Enterprise Zone incentives, the Enterprise Zone Administrator shall submit a written report to the Town Finance Director indicating the name and address of the qualifying business firm and the local Enterprise Zone incentives for which it is qualified. The Enterprise Zone Administrator may require the new business firm to provide additional documentation from time to time to assure that said new business firm retains the requisite qualifications for the receipt of local Enterprise Zone incentives. In the event that any new business firm fails to maintain the requisite qualifications for the receipt of local Enterprise Zone incentives, the Enterprise Zone Administrator shall inform the new business firm, in writing, that it is no longer qualified for the receipt of local incentives and shall send a copy of said notice to the Town Finance Director.

75-57 FRONT ROYAL ENTERPRISE ZONE ADMINISTRATOR

The Enterprise Zone Administrator shall be the Executive Director of the Front Royal/Warren County Industrial Development Authority.

This ordinance shall become effective upon passage.

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 _____ 2015, upon the following recorded vote:

John P. Connolly	Yes/No	Bret W. Hrbek	Yes/No
Hollis L. Tharpe	Yes/No	Eugene R. Tewalt	Yes/No
Bébhinn C. Egger	Yes/No	Daryl L. Funk	Yes/No

A public hearing on the above was held on _____, 2015 having been advertised in the Northern Virginia Daily on _____, 2015 and _____, 2015.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

12



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 12

Meeting Date: July 27, 2015

Agenda Item: COUNCIL APPROVAL – Revise Resolution for Vacation Right-of-Way

Summary: At the July 13, 2015 Regular Council Meeting, Council approved a Resolution for the possible sale of Town right-of-way by means of Town bids at the public hearing on July 27, 2015 (see attached minutes); however, due to advertising deadlines the public hearing will be held on Monday, August 10, 2015. Council is requested to revise the Resolution to reflect this date.

Budget/Funding: None

Attachments: Revised Resolution and Excerpt of Minutes from July 13, 2015 Council Meeting

Meetings: None

Staff

Recommendation: Approval_____ Denial_____

Proposed Motion: I move that Council approve the revision of a Resolution approved by Council at the July 13, 2015 Regular Council Meeting pertaining to the possible sale of Town right-of-way to reflect the correct public hearing date as August 10, 2015.

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: _____

**RESOLUTION
SALE OF TOWN PROPERTY**

WHEREAS, at its regular meeting held on ~~July 13, 2015~~, **August 10, 2015** the Town Council of the Town of Front Royal, Virginia ("Town Council") received comments and concerns from the public that the public may have as to the possible vacation of a 6,346 sq. ft. portion of South Fork Drive public right of way (the Property), at its intersection with Kesler Road, located in North River Magisterial District, Town of Front Royal, Warren County, Virginia, per plat dated 10/10/14, prepared by Joseph G. Brogan, Sr., Land Surveyor, recorded in the Warren County Circuit Court Clerk's Office in Slide 154 C, and to consider the possible sale of said Property by means of the receipt by the Town of bids for the sale thereof to a private owner, pursuant to Town Code Section 1-22. A. and the Town's written Vacation of Streets/Alleys policy; and

WHEREAS, at the conclusion of which public hearing at the Town Council determined that the Town has no foreseeable use for said Property and its vacation and sale to a private owner would not inconvenience the public.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Town Council of the Town of Front Royal, Virginia, in accordance with Section 1-22 of the Code of the Town of Front Royal, as follows:

The Town Council may authorize the acceptance, or rejection, of the best bid offered by members of the public during a regular meeting, with a date to be determined later. Publication of this bid will be advertised on the Town website, www.frontroyalva.com, and in the Public Notices section of the Northern Virginia Daily.

APPROVED:

Mayor Timothy W. Darr

ATTEST:

Jennifer E. Berry, CMC, Clerk of Council

THIS RESOLUTION was adopted by unanimous vote of all Members, including the Vice-Mayor, all of whom were present and voting, of Town Council voting "Yes" below at a Regular Meeting of the Town Council of Front Royal, Virginia, on _____, 2015, upon the following recorded vote:

Motion to Approve by: _____

Seconded by: _____

Votes:

Town Council Members

John P. Connolly _____ Bébhinn C. Egger _____

Daryl L. Funk _____ Bret W. Hrbek _____

Eugene R. Tewalt _____ Hollis L. Tharpe _____

APPROVED AS TO FORM AND LEGALITY:

Douglas W. Napier, Date
Town Attorney

EXCERPT FROM JULY 13, 2015 MEETING

COUNCIL AUTHORIZATION TO ADVERTISE FOR PUBLIC HEARING to Receive Public Input on the Vacation of Town Right-of-Way

Summary: Council is requested to authorize staff to advertise for a public hearing to receive comments and concerns from the public regarding a possible vacation of a 6,346 square foot portion of South Fork Drive public right-of-way located at the intersection with Kesler Road in the North Magisterial District of the Town. Council is also requested to consider approval of a Resolution for the possible sale of said property by means of Town bids to a private owner, pursuant to Town Code Section 1-22.A.

Mr. Napier pointed out the clerical error in the resolution, noting that the first line should be July 27th rather than the 13th.

Councilman Tewalt moved, seconded by Councilman Egger, that Council authorize staff to advertise for a public hearing to receive comments and concerns from the public regarding a possible vacation of a 6,346 square foot portion of South Fork Drive public right-of way located at the intersection with Kesler Road in the North Magisterial District of the Town. He further move that Council approve a Resolution for the sale of said property by means of Town bids to a private owner, pursuant to Town Code Section 1-22.A.

Vote: Yes – Connolly, Egger, Funk, Hrbek and Tewalt

No – N/A

Abstain – N/A

Absent – Tharpe

(Mayor Darr did not vote as there was no tie to require his vote)

(By Roll Call)

13



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 13

Meeting Date: July 27, 2015

Agenda Item: COUNCIL APPROVAL – Budget Amendment to Purchase Motorcycle

Summary: Council is requested to approve a budget amendment in the amount of \$25,872.95 and the purchase of a 2015 Victory Commander 1 Police Motorcycle for the Police Department. Council is further requested to approve the trade-in of a 2007 Harley Davidson Motorcycle currently in the Police Department Fleet in the amount of \$6,000.

Budget/Funding: Motorcycle purchase – Budget amendment Asset Forfeitures
1610-R47005 [Vehicles] \$25,872.95
1610-35101101 [Reserve Funds] \$25,872.95

Attachments: Memorandums from the Purchasing Agent and Police Captain, Letter from Victory Police Motorcycles

Meetings: Work Session held July 20, 2015.

Staff

Recommendation: Approval_____ Denial_____

Proposed Motion: I move that Council approve a budget amendment in the amount of \$25,872.95 and the purchase of a 2015 Victory Commander 1 Police Motorcycle for the Police Department. I further move that Council is further approve the trade-in of a 2007 Harley Davidson Motorcycle currently in the Police Department's Fleet in the amount of \$6,000.

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

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

Approved By: _____



MEMORANDUM

Date: June 30, 2015
To: Tina Presley, Administrative Assistant
Jennifer Berry, Clerk of Council
From: Cindy Hartman, Purchasing Agent
RE: Police Department Motorcycle

The Virginia Public Procurement Act (VPPA) details the public policies pertaining to governmental procurement from nongovernmental sources, to include governmental procurement that may or may not result in monetary consideration for either party. The VPPA applies whether the consideration is monetary or nonmonetary and regardless of whether the public body, the contractor, or some third party is providing the consideration.

A sole source purchase procedure is contained within the Town's Purchasing Manual. The wording in the manual is based on the VPPA, which states:

*§ 2.2-4303. Methods of procurement
E.*

Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. The writing shall document the basis for this determination. The public body shall issue a written notice stating that only one source was determined to be practicably available, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded.

This notice shall be posted on the Department of General Services' central electronic procurement website or other appropriate websites, and in addition, public bodies may publish in a newspaper of general circulation on the day the public body awards or announces its decision to award the contract, whichever occurs first. Posting on the Department of General Services' central electronic procurement website shall be required of any state public body. Local public bodies are encouraged to utilize the Department of General Services' central electronic procurement website to provide the public with centralized visibility and access to the Commonwealth's procurement opportunities.

A sole source procurement is authorized when there is only one source practicably available for the goods or services required. Competition is not available in a sole source situation; thus distinguishing it from a proprietary purchase where the product required is restricted to the manufacturer(s) stipulated, but is sold through distributors and competition between them can be obtained.

Sole source justification is based on these questions:

Why is this the only product or service that can meet the needs of the department?

-

Why is this vendor the only practicably available source from which to obtain this product or service?

-

Why is the price considered reasonable?

-

Have efforts been made to conduct a noncompetitive negotiation to get the best possible price for the taxpayers?

The last question is not relevant in this case, as there is no public funding being used for the purchase.

I have discussed this purchase several times with both Chief Shiflett and Capt. Nicewarner. I have informed them that under the guidelines set forth in the VPPA, the purchase of the Victory brand motorcycle would be considered a sole source. In the June 19, 2015 memo to Chief Shiflett from Capt. Nicewarner, all of the questions I noted above pertaining to justification of a sole source purchase have been thoroughly answered.

If the Town Council determines that we should move forward with this purchase, I would place notice of the award on both the Town's website and on the Department of General Services website, eVA.



TOWN OF FRONT ROYAL

POLICE DEPARTMENT
23 EAST JACKSON STREET
FRONT ROYAL, VIRGINIA 22630-1560

NORMAN SHIFLETT
Chief of Police
(540) 635-2111
(540) 635-6160 (Fax)

To: Norman Shiflett, Chief of Police

From: Kevin Nicewarner, Captain *KN*

Date: June 19, 2015

Subject: Purchase Request - 2015 Victory Commander 1 Police Motorcycle

I would like to request the purchase of a 2015 Victory Commander 1 Police Motorcycle for use by our Traffic Enforcement / Motor Unit. As you are aware, previous Administrative staff and Motor Officers have spent many hours researching the best motorcycle option for our department. Over the past two years, the search was narrowed down to the Harley Davidson and Victory Police Motorcycles.

Our department implemented a Motorcycle Patrol division in 2007 and purchased a 2007 Harley Davidson FLHTPI Electra Glide. Over the next several years, the Traffic/Motorcycle Patrol Division was very proactive in enforcement, reducing motor vehicle crashes and fostering greater traffic safety within our community. In recent years, due to increased staffing shortages and continued mechanical problems with the current Harley Davidson, the assigned Motor Officers have been apprehensive in driving it due to safety concerns. With the department now reaching full staffing as of March, we have reassigned MPO Bill Lawson from regular shift patrol duties, back to a Traffic Enforcement / Motor Officer.

I have spoken in depth with MPO Lawson and Sgt. Kevin Foltz regarding their opinion for the best motorcycle option for our department. Both, without hesitation feel Victory Police Motorcycles is safer, provides more operator comfort, and is easier to maintain. I have been in touch with Victory and obtained a written quote of \$31,872.95 for the purchase of a complete duty ready 2015 Commander 1 motorcycle. Victory has also provided the attached Sole Source Letter, outlining the specifications needed that only this vendor offers. Those specs include:

- Five year unlimited mile warranty
- Delivered completely up fit and ready for service, including installation of departmental supplied equipment.
- Exclusive built in Tip Over technology for over safety
- Laser identification engine badging
- No other supplier to purchase Victory Police Motorcycles from

Victory also offers a two day technical training for up to two auto mechanics free of charge. Transportation, hotel and per diem would be at the cost of the Town of Front Royal. I feel this training would be imperative if we would not be outsourcing all maintenance after the purchase.

As a price comparison, I also determined the costs associated with purchasing a 2014 Harley Davison FLHTP Electra Glide from the Virginia State Contract. The cost for the motorcycle and installed emergency equipment from the dealership would be \$29,541.15. With that purchase, the town would also incur the cost to purchase and install departmental insignia and graphics (approximately \$400.00). The Town Shop auto mechanics would also be responsible for the installation of all supplied departmental equipment after delivery.

We currently have funds totaling \$30,000 in our Asset Forfeiture Account allocated for the purchase of a Victory Motorcycle. After speaking with Mike Shultz, a sales representative for Victory Police Motorcycles on numerous occasions, they have also provided an option for trade-in of our current 2007 Harley Davidson. After providing Mr. Shultz with all the necessary information and photographs of the existing Harley Davidson, Victory is offering \$6000.00 trade-in value. If accepted, the out-of-pocket expenditure to purchase the new Victory would be \$25,872.95. Victory would pick up the trade-in motorcycle at the time of delivery of the new one. The extra \$4100 in the allocated funds, would allow for covering the per diem and transportation expenses of the auto mechanic training, Motor Officer Certification training and purchase of the additional uniform requirements that will be needed for the additional Traffic Enforcement Officer position, coming available in August 2015.

RECEIVED
JUN 19 2015

BY: *Chief N.A. Shiflett*
Approve



VICTORY POLICE MOTORCYCLES

*Where Enhancing Officer
Safety is Priority ONE!*



*If riding a Victory is work,
bring on the overtime!*

"SOLE SOURCE LETTER"

Front Royal VA Police Department
24 West Main St.
Front Royal, VA 22630

Dear Captain Nicewarner:

Victory Police Motorcycles is the exclusive provider of Victory Police Motorcycles offering the only five year unlimited mile warranty, delivered completely up fit and ready for service. All Victory Police Motorcycles are built to the customer's specifications with the requested emergency equipment.

All Victory Police Motorcycles have the exclusive built in Tip Over technology placing Victory Police Motorcycles as the benchmark in Officer Safety. Forged Steel Engine/Crash Bars, exclusive Escort light package, full Length Protective Skid Plate, exclusive pinned and fixed floorboards for officer protection of feet and ankles.

All Victory Police Motorcycles are built exclusively by Victory Police Motorcycles for Law enforcement agencies and offer industry leading Law Enforcement features and the Only Law Enforcement Motorcycle that comes complete duty ready even with the Departments equipment installed and functioning such as Radios, Radar, Video and helmet interfaces.

Engine badging, we are the only company that offers laser identification badging on the engine with a badge, department name and vehicle number for additional vehicle ID/security. There is no other supplier or Company in which to purchase these Victory Police Motorcycles from.

Sincerely,

Nita Buckner
Nita L. Buckner
CEO

Victory Police Motorcycles
1400 S. Alvernon, Tucson, AZ 85711

sales@victorypolicemotorcycles.com
www.VictoryPoliceMotorcycles.com

(520) 770-9500
FAX: (520) 382-6349



www.VictoryPoliceMotorcycles.com

VICTORY POLICE MOTORCYCLE ORDER SHEET

	Description	Qty	Part Number	Add	LE Price	Extension
1	Commander 1 Fairing Model All Black ABS 2015 Base Upfit	1		Base	\$25,981.00	\$25,981.00
2	ALL BLUE LIGHTING	1		Base	\$0.00	\$0.00
3	Base bike features					
4	All Black Paint	0		Base	\$0.00	Base Price
5	Stock 10" clear windshield Adjustable	0	Inc	Base	\$279.00	Base Price
6	Standard size mobile top box and mounts	0	VPMMOBT	Base	\$1,520.00	Base Price
7	Siren AMP	0		Base	\$390.00	Base Price
8	Siren/PA speaker With Holster Mount	0	TSASKIT	Base	\$180.00	Base Price
9	Dual battery kit with built in tender	0	TTBDALB	Base	\$225.00	Base Price
10	110 vac port for dual battery charger	0		Base	\$52.00	Base Price
11	Aux battery monitor	0		Base	\$82.00	Base Price
12	Top Box keyed to bike Lock	0		Base	\$0.00	Base Price
13	12VDC External power port-radar gun-etc	0	12VDCPRTEX	Base	\$28.00	Base Price
14	12VDC Internal power port-cell phones-computers-flashlight	0	12VDCPRTIN	Base	\$28.00	Base Price
15	Turn/tail/brake light bar top rear of Top Box	0		Base	\$160.00	Base Price
16	Palo LED lights front of fairing pair of red/blue	0		Base	\$352.00	Base Price
17	LED Lights 4 side lights and 2 rear lights Top Box	0		Base	\$380.00	Base Price
18	Blue LED light bars rear (license plate)	0		Base	\$90.00	Base Price
19	Dash LED's E-lights (red),headlight off (amber),aux power on (green)	0		Base	\$70.00	Base Price
20	Rear facing fender LED red/blue lights with brackets	0		Base	\$197.00	Base Price
21	Saddle bag protection bars chrome with tip over protection	0	VPMBBCH	Base	\$625.00	Base Price
22	Forged front highway bar kit	0	2878326	Base	\$615.00	Base Price
23	Engine protection skid plate	0	VPMSKID	Base	\$250.00	Base Price
24	Floor board protectors 1/4" thick	0	VPMFBP	Base	\$120.00	Base Price
25	Handle bar switches (emergency lights/sirens)	0		Base	\$187.00	Base Price
26	Handle bar brackets for switches (powder coat)	0		Base	\$125.00	Base Price
27	Windshield Brow LED Lights	0		Base	\$635.00	Base Price
28	2" Pullback Handle Bars with Radio Tab	0		Base	\$385.00	Base Price
29	Engine Guard Lights	0		Base	\$385.00	Base Price
30	Sneak Mode Lights Out	0		Base	\$295.00	Base Price
31	Keyless MC Operation	0		Base	\$375.00	Base Price
32	Escort Light Package includes Frpont Fender Turn Signals	0		Base	\$625.00	Base Price
33	Cruise/radio switch brackets (powder coat)	0		Base	\$34.00	Base Price
34	Palo 45 Degree Engine Guard Red/Blue Lights	0		Base	\$200.00	Base Price
35	Hardware and brackets and Police Harnesses	0		Base	\$325.00	Base Price
36	Ignition relocation to right handle bar	0		Base	\$55.00	Base Price
37	Off Road Switch	0		Base	\$73.00	Base Price
38	Headlight off switch	0		Base	\$110.00	Base Price
39	Standard features on the motorcycle					
40	12vdc power port in fairing	0		STD	\$0.00	Included
41	Weather band radio with AM/FM	0		STD	\$0.00	Included
42	Cell phone charger	0		STD	\$0.00	Included
43	Electronic cruise control	0		STD	\$0.00	Included
44	Adjustable rear air suspension	0		STD	\$0.00	Included
45	Adjustable front brake lever	0		STD	\$0.00	Included
46	Stainless steel braided brake lines	0		STD	\$0.00	Included
47	Dual floating brake rotors with front ABS brakes	0		STD	\$0.00	Included
48	Single floating brake rotor with rear ABS brakes	0		STD	\$0.00	Included
49	Adjustable foot controls	0		STD	\$0.00	Included
50	Locking hard saddlebags	0		STD	\$0.00	Included
51	Freedom 106 cubic inch direct fuel injected motor	0		STD	\$0.00	Included
52	Oil/air cooled motor with oil cooler	0		STD	\$0.00	Included
53	Overhead cams with roller rockers and 4 valves per cylinder	0		STD	\$0.00	Included
54	6 speed over drive transmission	0		STD	\$0.00	Included
55	LCD Information center miles, time, temp, fuel range, gear,etc.	0		STD	\$0.00	Included
56	Inverted cartridge front forks	0		STD	\$0.00	Included
57	Heavy duty 48 AMP charging system	0		STD	\$0.00	Included
58	Locking gas cap	0		STD	\$0.00	Included
59					\$25,981.00	Base Price
60	Appearance					
61	Artwork setup/design (required for paint or decals)	1		Add	\$150.00	\$150.00
62	All white paint	0	VPM1WHT	Add	\$1,100.00	\$0.00
63	Stealth package	0		Add	\$2,800.00	\$0.00

	Description	Qty	Part Number	Add	LE Price	Extension
64	Black and white paint	0	VPMWHBL	Add	\$900.00	\$0.00
65	Custom color paint	0		Quote	\$0.00	\$0.00
66	Custom paint or striping to match agency colors	0	Quote	Quote	\$0.00	\$0.00
67	Specify Lighting colors (all red, all blue, etc.)	0	Red/Blue	Quote	\$0.00	\$0.00
68	VPM engine badging (VPM Logo) Sheriff Police	0		Add	\$210.00	\$0.00
69	Custom engine badging (requires artwork supplied by agency)	1	Custom art	Add	\$260.00	\$260.00
70	Sub Total					\$410.00
71	Top Box Options					
72	Top Box large box REQUIRED if utilizing Video/Police radio/laptop	1	VPMMOBTL	Add	\$185.00	\$185.00
73	Intake-exhaust fan kit	1	VPMFAN-2	Add	\$120.00	\$120.00
74	Computer docking station specify computer and printer	0		Quote	\$0.00	\$0.00
75	Sub Total					\$305.00
76	Top Box Light Options					
77	Tomar red/blue lights Rect 14 RB 2 left, 2 right, 2 rear (LED)	0	VPMMOB3	Add	\$250.00	\$0.00
78	Whelen red/blue lights IONSMJ 2 left, 2 right, 2 rear (LED)	0		Add	\$525.00	\$0.00
79	Code 3 red/blue lights	0		Add	\$325.00	\$0.00
80	Amber escort turn signal kit (Code 3) (LED)	0	VPMMOBWB	Add	\$225.00	\$0.00
81	Amber escort turn signal kit (Tomar) (LED)	0	VPMMOBWB	Add	\$250.00	\$0.00
82	Amber escort turn signal kit (Whelen) (LED)	0	VPMMOBWB	Add	\$265.00	\$0.00
83	Sub Total					\$0.00
84	Front Light Options					
85	HID head light (Low beam only)	0	2877657	Add	\$110.00	\$0.00
86	Headlight modulator flashing headlight(Will not work with HID)	0	HMODCD	Add	\$189.00	\$0.00
87	Windshield Brow lights 2 LED lights red/blue Kit Code 3 XT4MCRB/XT3	0		Add	\$578.00	\$0.00
88	Windshield Brow Lights 2 LED lights red/blue Kit Tomar Rect14/Rect 13	0		Add	\$625.00	\$0.00
89	Windshield brow Lights 2 LED Red/Blue light Kit Whelen IONSMJ/LINZ6	0		Add	\$425.00	\$0.00
90	Driving lights LED with wig/wag pursuit mode Moto lights	1	65881R2	Add	\$599.00	\$599.00
91	Driving lights LED no pursuit non wig-wag driving only	0	60112R2	Add	\$400.00	\$0.00
92	Front fender LED red/blue lights (Requires Front Bumper)(Tomar)	0	RECT-14LS-RB	Add	\$128.00	\$0.00
93	Front fender LED red/blue lights (Requires Front Bumper) (Code 3)	0		Add	\$150.00	\$0.00
94	Front fender LED red/blue lights (Requires Front Bumper) (Whelen)	0		Add	\$246.00	\$0.00
95	Alley lights white front fender (Requires Front Bumper)	0	970-AL4	Add	\$120.00	\$0.00
96	Front LED white intersection busters LED (Req front bumper)(Code 3)	0		Add	\$120.00	\$0.00
97	Front LED White intersection buster LED (Req front bumper)(Tomar)	0		Add	\$150.00	\$0.00
98	Front LED white intersection busters LED (Req front bumper)(Whelen)	1		Add	\$195.00	\$195.00
99	Forged bar low profile 180 degree side lights red/blue LED Lighting	0		Add	\$385.00	\$0.00
100	Take down light on handlebars	0		Add	\$335.00	\$0.00
101	Headlight off switch	1		Add	\$35.00	\$35.00
102	Sub Total					\$829.00
103	Rear Light Options					
104						
105	Moto GP tail/brake/turn lights	1	MGP8TT	Add	\$479.00	\$479.00
106	Rear facing fender LED red/blue lights with brackets Tomar Rect 14 RB	0		Add	\$125.00	\$0.00
107	Rear facing fender LED red/blue lights with brackets Whelen IONJ	0		Add	\$318.00	\$0.00
108	Rear facing fender LED red/blue lights with brackets Code 3	0		Add	\$265.00	\$0.00
109	Sub Total					\$479.00
110	Protection					
111	Saddle bag protection bars black with tip over Protection	0	VPM8BBL	Add	\$0.00	\$0.00
112	Saddle bag lid protectors chrome	0	2877478	Add	\$360.00	\$0.00
113	Saddle Bag lid protectors black	0	2877478-B	Add	\$345.00	\$0.00
114	Tubular front highway bar	0	2878325	Add	\$370.00	\$0.00
115	Front bumper (required for front fender lights)	0	2877780	Add	\$165.00	\$0.00
116	Rear fender bumper	0	2877575	Add	\$165.00	\$0.00
117	Gun mount in left saddlebag with electronic lock	0		Add	\$525.00	\$0.00
118		0		Add	\$299.00	\$0.00
119	Sub Total					\$0.00
120	Comfort and Control					
121	Digital switch controller and mount (may be required with options)	0		Add	\$455.00	\$0.00
122	Motorcycle suspension air pump	0	2876654	Add	\$70.00	\$0.00
123	Key Fob Keyless remote kit (with key over-ride)	0	DGD-KIM-V2	Add	\$390.00	\$0.00
124	Officers backrest and mount kit	1	2878036	Add	\$450.00	\$450.00
125	Ghost heel/toe shifter	0	2878176	Add	\$99.00	\$0.00
126	Large billet non-skid surface brake pedal	0	VPM8BP	Add	\$185.00	\$0.00
127	Helmet Lock right hand grip	0	VPM478	Add	\$95.00	\$0.00
128	2" Pull back Handle Bars with radio tabs (required with mobile radio)	1	VPM8BH1	Add	\$1.00	\$1.00
129	Engine guard leather covers (rain/wind)	0		Add	\$300.00	\$0.00
130	Heated seat standard height	0	2878625	Add	\$600.00	\$0.00
131	Heated seat Lowered height (1.5" drop)	0	2877825	Add	\$665.00	\$0.00
132	Air cool seat cover	0	WOOLSC	Add	\$100.00	\$0.00
133	Heated grips	0	2877658	Add	\$245.00	\$0.00
134	Tire pressure monitor system	0	VPMTPMS	Add	\$365.00	\$0.00
135	True view mirrors set	0	TVMSET	Add	\$78.00	\$0.00
136	Flashlight holder	0	VPMFLD	Add	\$207.00	\$0.00
137	Baton holder	0	VPM8TNH	Add	\$207.00	\$0.00
138	Saddle bag Liners	0	2877743	Add	\$1,700.00	\$0.00
139	Saddle Bag lid organizers	0	2877742	Add	\$50.00	\$0.00
140	Saddlebag right side organizer shelf (small item storage)	0	TOPSHELF	Add	\$96.00	\$0.00
141	VPM Smoked Windshield	0		Add	\$119.00	\$0.00
142	11" Clear Blade	0				\$0.00

	Description	Qty	Part Number	Add	LE Price	Extension					
143	13" Clear Blade	0				\$0.00					
144	CE Windshield 16" C1	0	VPM95727-2	Add	\$258.00	\$0.00					
145	Smoked windshield with top lip 10"	0	2876884	Add	\$159.00	\$0.00					
146	Smoked windshield with top lip 11"	0	2877758	Add	\$201.00	\$0.00					
147	C1 Tall windshield 19" CCT	0	2875828	Add	\$250.00	\$0.00					
148	Motorcycle electric Reverse Kit	0	2878073	Add	\$1,699.00	\$0.00					
149	Victory commander Series Bike covers	0	2850010	Add	\$179.00	\$0.00					
150	Sub Total					\$451.00					
151	Performance										
152	Stage one performance exhaust	0	2878037	Add	\$699.00	\$0.00					
153	Power Commander with dyno tune	0		Add	\$379.00	\$0.00					
154	Stage two cam kit	0		Add	\$2,295.00	\$0.00					
155	Victoria PD pursuit pipes	0		Add	\$293.65	\$0.00					
156	Centrifuge wheel balancer (Set 2 front and 1 Rear)	1	MV-100-106	Add	\$289.95	\$289.95					
157	Sub Total					\$289.95					
158	Radar										
159	Kustom Signal Raptor moving radar kit	0	RapMVRD	Quote	\$0.00	\$0.00					
160	Stalker Moving radar Kit	0	STMR	Quote	\$0.00	\$0.00					
161	MPH Bee III Moto Ka-band dual antenna radar package	0		Quote	\$0.00	\$0.00					
162	MPH Ranger K-Band dual antenna radar package	0		Quote	\$0.00	\$0.00					
163	Kustom Signals Pro Laser 4 hand held	0	LPRVC	Quote	\$0.00	\$0.00					
164	Stalker Lidar LR hand held	0		Quote	\$0.00	\$0.00					
165	VPM Moving radar installation kit (required for radar install)	1		Add	\$250.00	\$250.00					
166	Radar gun holster mounting bracket on Engine Guard	0	VPMRGHL	Add	\$155.00	\$0.00					
167	Hand held radar holster (need make and model)	0		Quote	\$394.00	\$0.00					
168	Sub Total					\$250.00					
169	Communication										
170	Motorola two way radio Kit	0	Motorola	Quote	\$0.00	\$0.00					
171	Vertex two way radio Kit	0	Vertex	Quote	\$0.00	\$0.00					
172	Mobile two way radio antenna mount (rear of top box)	1		Add	\$58.00	\$58.00					
173	PTT/PA switch bracket	1		Add	\$20.00	\$20.00					
174	SetCom helmet kit (does not include motorcycle harness)	1	SetCom	Quote	\$850.00	\$850.00					
175	SetCom motorcycle harness Customer Supplied	1	SetCom	Quote	\$900.00	\$900.00					
176	PVP helmet kit (does not include motorcycle harness)	0	PVP	Quote	\$0.00	\$0.00					
177	PVP motorcycle harness (does not include helmet kit)	0	PVP	Quote	\$0.00	\$0.00					
178	Internal police radio speaker kit inside fairing with on/off	0		Add	\$140.00	\$0.00					
179	VPM police mobile radio installation kit (Required for radio install)	0	VPM	Add	\$250.00	\$0.00					
180	CB radio kit built in (escort duty)	0		Add	\$1,113.00	\$0.00					
181	Helmet Switch Headsets	0		Add	\$0.00	\$0.00					
182	Motor School	0		Add	\$0.00	\$0.00					
183	Sub Total					\$1,828.00					
184	Video										
185	Kustom Signals road warrior motorcycle video package	0		Quote	\$0.00	\$0.00					
186	Coban motorcycle video package	0		Quote	\$0.00	\$0.00					
187	L3 motorcycle video package	0		Quote	\$0.00	\$0.00					
188	Digital Safety Technologies motorcycle video package	0		Quote	\$0.00	\$0.00					
189	VPM Video equipment installation kit (required for video install)	1		Add	\$250.00	\$250.00					
190	Sub Total					\$250.00					
191	Shipping										
192	Shipping/freight (FOB Tucson)	1	VPMFRT	Add	\$800.00	\$800.00					
193	Standard features on the motorcycle					Grand Total					
194	Popular Options often requested					Per Bike cost (if all configured the same)					
195						\$31,872.95					
196	Department Front Royal PD VA 6-18-2015										
197	Name										
198	Address										
199	Phone										
200	Signature										
201	Date										
202	Any Items sent to VPM for install MUST include an itemized Packing list										
203	Agency equipment to be installed	Make		Model							
204	Mobile radio										
205	Moving Radar										
206	Hand Held Radar										
207	Video										
208	SetCom PTT/PA Motorcycle harness										
209	Computer/printer										
210	Other (Please provide list)										
211	For VPM to order Radar, Radio, Video and Communications equipment										
212	The agency must contact vendor and discuss requirements and send VPM copy of quote for ordering										
213					Form Date	1/1/2015					
214											



MEMORANDUM

Date: July 21, 2015
To: Tina Presley, Administrative Assistant
Jennifer Berry, Clerk of Council
From: Cindy Hartman, Purchasing Agent
RE: Agenda Item

A handwritten signature in blue ink, appearing to be "Cindy Hartman", is written next to the "From:" field.

I have received a request from the Police Department to purchase a new Victory Police Motorcycle, as discussed during the July 20 Council work session. Due to the dollar amount of this purchase, I will need Town Council formal approval before continuing with this purchase. Please add this to the July 27, 2015 Council agenda for their action.

Staff recommends the purchase of a Victory Police Motorcycle for a delivered cost of \$25,872.95. This cost includes the \$6,000.00 trade-in of the Town's 2007 Harley-Davidson.

Funding is available for this purchase within the Police Asset Forfeiture Account.

14



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 14

Meeting Date: July 27, 2015

Agenda Item: COUNCIL APPROVAL – Budget Amendment for Salary Increase for Clerk of Council

Summary: Council is requested to approve a budget amendment for a salary increase in the amount of \$500.00 annually for the Clerk of Council effective July 1, 2015.

Budget/Funding: Salary increase for Clerk – Budget amendment
1102-1003 [Part time salaries] \$500.00
1000-35101101 [Fund Balance] \$500.00

Attachments: None

Meetings: None

Staff

Recommendation: Approval_____ Denial_____

Proposed Motion: I move that Council approve a salary increase in the amount of \$500.00 annually for the Clerk of Council effective July 1, 2015.

*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: _____

15



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 15

Meeting Date: July 27, 2015

Agenda Item: COUNCIL APPROVAL – Budget Amendment for Salary Increase for the Town Manager

Summary: Council is requested to approve a salary increase in the amount of \$2,000 annually to the Town Manager effective July 1, 2015.

Budget/Funding: Salary increase for TM – Budget amendment
1201-1001 [Salaries Full time] \$2,000.00
1000-35101101 [fund Balance] \$2,000.00

Attachments: None

Meetings: None

**Staff
Recommendation:** Approval_____ Denial_____

Proposed Motion: I move that Council approve a salary increase in the amount of \$2,000 annually for the Town Manager effective July 1, 2015.

*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: _____

16



Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 16

Meeting Date: July 27, 2015

Agenda Item: CLOSED MEETING – Investment of Public Funds; Consultation with Legal Counsel; Award of Public Contract

Summary: Council is requested to go into Closed Meeting pursuant to Virginia Code Sections 2.2-3711.A. 6., 7., and 29., for the following purposes in connection with a potential proposed voluntary economic growth-sharing agreement or agreement(s) with the Board of Supervisors of Warren County to consider the following: Discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the governmental unit would be adversely affected, **AND**, Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, **AND**, Discussion of the award of a public contract involving the expenditure of public funds, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body.

Budget/Funding: None

Attachments: None

Meetings: None

Staff Recommendation: Approval_____ Denial_____

Proposed Motion:

Motion to Go Into Closed Meeting

I move that Council convene and go into Closed Meeting pursuant to Virginia Code Sections 2.2-3711.A. 6., 7., and 29., for the following purposes in connection with a potential proposed voluntary economic growth-sharing agreement or agreement(s) with the Board of Supervisors of Warren County to consider the following: Discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the governmental unit would be adversely affected, **AND**, Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, **AND**, Discussion of the award of a public contract involving the expenditure of public funds, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body.

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

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

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

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

Approved By: _____