REGULAR TOWN COUNCIL MEETING

Monday, September 25, 2023 at 7:00pm in the Warren County Government Center Board Room

View LIVE on Government Access Channel 16 or https://www.frontroyalva.com/673/Town-Hall-Live

1. MOMENT OF SILENCE
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL

4. APPROVAL OF MINUTES – *I move that Council approve the Regular & Special Meeting Minutes of August 28 and Work Session Minutes of September 5 and September 11, 2023, as presented.*

5. ADDITION/DELETION OF ITEMS FROM THE AGENDA OR REVISION TO ORDER OF BUSINESS
   [Items added will be placed as the last item under Business Items. Unanimous vote is required to add/delete]

6. RECOGNITIONS/AWARDS/REPORTS/PRESENTATIONS
   A. Proclamation for Public Power Week
   B. Recognition of Service on Planning Commission - Darryl Merchant
   C. Recognition of Achievement for Excellence in Financial Reporting – Finance Director BJ Wilson/Staff

7. PUBLIC HEARINGS
   A. An Ordinance to Amend Town Code §175-3 and §175-110.5 Performance Standards for Urban Agriculture Pertaining to Chickens in Town Limits.
   B. An Ordinance Authorizing the Disposition and Sale of Publicly Held Real Property of Previously Conditioned Vacated North Street Extended and a Portion of an Unimproved Alley – Donald McCarty

8. PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS

9. REPORTS
   A. Report of Town Manager
   B. Report of Councilmembers
   C. Report of the Mayor

10. CONSENT AGENDA ITEMS - *I move that Council approve the Consent Agenda as presented.*
   A. Bid for 500 kVA Three-Phased Pad-Mounted Transformer
   B. Award of Contract for Installation of Influent Pumps at Wastewater Treatment Plant
   C. Award of Contract for Benefits Consulting Services
   D. DMV Matching Grant for Police Department and Budget Amendment
   E. Resolution to Approve the Town's Procurement Policies and Procedures Manual
   F. Resolution Authorizing the Execution of the 2025-2028 Fixed Volume Energy Supply Schedule with American Municipal Power, Inc. (AMP)
   G. Resolution to Cancel Council Regular Work Session of October 10th
   H. Appointment to Planning Commission
   I. Appointments to Front Royal Economic Development Authority (FREDA)

11. Business Items - None
12. Closed Meeting
13. Adjourn

TOWN COUNCIL SPECIAL MEETING MINUTES

Monday, August 28, 2023 at 6:30pm in W.C. Government Center Caucus Room

The following minutes are a summary of items on the agenda. This meeting may be viewed in its entirety by accessing the video of the same date online via the Town's website at www.frontroyalva.com for a limited time.

ROLL CALL BY CLERK OF COUNCIL

PRESENT: Mayor Lori A. Cockrell
Councilwoman Melissa DeDomenico-Payne
Councilman Joshua L. Ingram
Councilwoman Amber F. Morris
Councilman H. Bruce Rappaport
Councilman Duane R. "Skip" Rogers
Vice Mayor R. Wayne Sealock

CLOSED MEETING

Councilman Rappaport moved seconded by Councilwoman Morris that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purpose: 1) pursuant to §2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, more specifically, the Planning Commission and Front Royal EDA.

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – N/A Abstain – N/A ROLL CALL

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

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – N/A Abstain – N/A ROLL CALL

Adjourned Meeting at approximately 6:58pm.

Approved by Town Council

Date: ----------

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TOWN COUNCIL REGULAR MEETING MINUTES

August 28, 2023@ 7:00PM in the Warren County Government Center

The following minutes are a summary of items on the agenda. This meeting may be viewed in its entirety by accessing the video of the same date online via the Town's website at www.frontroyalva.com for a limited time.

Moment of Silence
Pledge of Allegiance led by Anastacia "Annie" Hrbek

ROLL CALL BY CLERK OF COUNCIL

PRESENT: Mayor Lori A. Cockrell
Councilwoman Melissa DeDomenico-Payne
Councilman Joshua L. Ingram
Councilwoman Amber F. Morris
Councilman H. Bruce Rappaport
Councilman Duane R. "Skip" Rogers
Vice Mayor R. Wayne Sealock

OTHERS PRESENT: Clerk of Council Tina L. Presley
Town Manager Joseph E. Waltz
Town Attorney George M. Sonnett, Jr.

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APPROVAL OF MINUTES – *Councilman Ingram moved seconded by Councilwoman Morris that Council approve the Regular Meeting Minutes of July 24 and Work Session Minutes of August 7 and 14, 2023, as presented.*

Vote: Yes – Councilmen DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers and Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

ADDITION/DELETION OF ITEMS FROM THE AGENDA OR REVISION TO ORDER OF BUSIINESS

Councilwoman Morris moved seconded by Councilwoman DeDomenico-Payne that Council add the following to #12 Closed Meeting – Town Council convene in a closed meeting pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purpose: 1) pursuant to §2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, more specifically, the Planning Commission and Front Royal EDA.

Vote: Yes – Councilmen DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers and Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

RECOGNITIONS/AWARDS/REPORTS –

~~Recognition of Certificate of Achievement for Excellence in Financial Reporting – Finance Director BJ Wilson and his Staff in the Finance Department~~ Mayor Cockrell advised due to the Finance Director unable to attend tonight's meeting this recognition would be added to the September 25th Regular Meeting.

Proclamations to Recognize International Overdose Awareness Day/Recovery Month – Mayor Cockrell read both proclamations and presented them to Christa Shifflett, Executive Director of the Warren Coalition. Ms. Shifflett invited Council to a Recovery Cookout on September 17th.

Resolution to Dedicate/Name the N. Commerce Avenue Bridge in Honor and Memory of Sergeant Dennis Smedley – Vice Mayor Sealock read the resolution. Framed resolutions were presented by Council to members of the family. Mr. Sealock noted that there would be a Bridge Dedication Ceremony on September 20th at 11:00am onsite.

Vice Mayor Sealock moved seconded by Councilwoman Morris that Council approve a Resolution to Dedicate/Name the N. Commerce Avenue Bridge in Honor and Memory of Sergeant Dennis Smedley as presented.

Vote: Yes – Councilmen DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers and Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

PUBLIC HEARINGS

A. Special Use Permit to Allow a Short-Term Rental at 912 Virginia Avenue – Joseph Chetupuzha

Mayor Cockrell opened the public hearing.

Joseph Chetupuzha, applicant, advised that he intended to rent out the three-bedroom property to one family with two (2) cars but agreed to amend the application if that was not possible. He continued that he could make it clear to the renter that only two vehicles were allowed. Staff advised that the motion could include the condition that only two vehicles were allowed if that was Council's desire.

Mayor Cockrell closed the public hearing.

Councilwoman Morris moved seconded by Councilwoman DeDomenico-Payne that Council approve the request from Joseph Chetupuzha for a special use permit to allow a short-term rental at 912 Virginia Avenue (tax map 20A5-3-38-6A1) as presented.

Councilwoman DeDomenico-Payne commented that the parking requirements for short-term rentals needed further review.

Councilman Ingram suggested asking the applicant to require only two parking spaces.

Councilwoman Morris respected the Planning Commission's recommendation of denial, but echoed her sentiments that long-term rentals had no requirements for parking, noting that Town Code did not make sense with regard to parking. She thanked the applicant for investing in the community.

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Councilman Rappaport advised that the Planning Commission did their due diligence by recommending denial noting that there was a lack of street parking in the area.

Councilman Rogers agreed with Councilman Rappaport voicing his concern that there was lack of parking but saluted the applicant for investing in the community.

Vote: Yes – Councilmen DeDomenico-Payne, Ingram, Morris
No – Councilmen Rappaport, Rogers, Vice Mayor Sealock
Absent – N/A
Abstain – N/A ROLL CALL
Mayor Cockrell voted YES to break the tie

B. Special Use Permit to Allow a Short-Term Rental at 417 Kerfoot Avenue – Mesa Rose Coral
Mayor Cockrell opened the public hearing. No one spoke and the public hearing was closed.

Councilwoman Morris moved seconded by Councilwoman DeDomenico-Payne that Council approve the request from Mesa Coral Rose for a special use permit to allow a short-term rental at 417 Kerfoot Avenue (tax map 20A6-7-41 & 42) as presented.

Councilwoman Morris advised that the applicant lived on the property when she was in Town; therefore, the property was being requested to be used as a short-term rental when the owner was away.

Councilman Ingram noted that if this request were a long-term rental, parking would not be an issue.

Councilman Rappaport stated that the Town Code was clear regarding parking for short-term rentals, noting that this property did not have onsite parking only the public street.

Councilman Rogers advised that the Town had serious parking issues that needed to be addressed in the Town Code.

Councilwoman Morris reminded Council that they had made exceptions for other short-term rentals that had no driveways and other parking issues, noting it was not fair to pick and choose. She further advised that staff had not received any complaints since the special use permits for short-term rentals were approved.

Mayor Cockrell clarified that not every short-term rental request had issues but respected the Planning Commission's decision to deny based on adhering to the Town Code. Mr. Rappaport reiterated that the Town Code had to be followed and at some point a line had to be drawn.

Mayor Cockrell confirmed that the applicant could rent two (2) bedrooms with two (2) cars. Ms. Morris advised that long-term rentals could have ten cars because the Town Code did not recognize parking for long-term rentals.

Vote: Yes – Councilmen DeDomenico-Payne, Ingram, Morris
No – Councilmen Rappaport, Rogers, Vice Mayor Sealock
Absent – N/A
Abstain – N/A ROLL CALL
Mayor Cockrell voted YES to break the tie

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C. Special Use Permit to Allow Two Dwelling Units to be Located on the Ground Floor at 1127 N. Royal Avenue – Independence Realty LLC

Mayor Cockrell opened the public hearing and allowed the applicant to speak and Council to ask questions.

Lynn Deel-Schultz representing Independence Realty LLC, advised that the property was a multi-family unit when it was purchased in 2015 and had been since approximately 2005. She noted that they were one-bedroom units and parking had been extended to accommodate overflow parking. Councilwoman Morris confirmed with the applicant that approximately $10,000 had been spent in improvements and a driveway.

Mayor Cockrell closed the public hearing.

Councilman Rappaport moved seconded by Councilman Rogers that Council approve the request from Independence Realty LLC for two (2) dwelling units to be located on the ground floor at 1127 N. Royal Avenue (tax map 20A3-5-24 & 25) conditioned upon the following: 1) Applicant submits a parking agreement with adjoining property owner for an additional two parking spaces and 2) The applicant enlarges the current parking area to accommodate 4 spaces.

Councilwoman Morris confirmed that both conditions in the motion were in place.

Councilmen Rappaport and Rogers thanked the applicant for following the rules.

Vote: Yes – Councilmen DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers and Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

D. Special Use Permit to Allow the Painting of Two Murals at 1314 N. Royal Avenue – William Kryssing

Mayor Cockrell opened the public hearing.

Amanda Horn, 151 Freezeland Court, Linden, spoke on behalf of the applicants. She thanked the Planning Commission for their approval, noting that the business would be good for the community and the murals would represent firefighting. She advised that she would be painting the murals and it was vital to use specific standards and materials under specific weather conditions.

Mayor Cockrell closed the public hearing.

Councilwoman Morris moved seconded by Vice Mayor Sealock that Council approve the request from William Kryssing to paint two (2) murals larger than sixty (60) square feet on two sides of their building at 1314 N. Royal Avenue (tax map 20A2-456-8) as presented.

Councilman Rappaport opined that murals should not be a sign as they were artistic work.

Councilwoman Morris thanked Ms. Horn for her patience and voiced eagerness to see the final product.

Councilman Ingram confirmed that the opening ceremony was slated for October 1st.

Councilman Rogers noted that a number of localities were adding murals to their communities.

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Vote: Yes – Councilmen DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers and Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

E. Amend the Town Zoning Map to Reclassify 1.2837 Acres at 10160 Winchester Road from Highway Commercial District C-3 to Residential District R-2 – Ramsey Inc
Mayor Cockrell opened the public hearing and allowed the applicant to speak and Council to ask questions.

Chris Ramsey of Ramsey Inc, 400 Fulton Lane and applicant, advised Council that the property did not have frontage for a commercial facility; therefore, he was asking for a rezoning to build a duplex to house two families one being for his disabled stepson.

Councilman Rogers noted that the Town was in dire need of affordable housing and thanked Mr. Ramsey for fulfilling that need.

Councilman Rappaport questioned whether the access road was from Guard Hill Road. Mr. Ramsey indicated that access to the property was from Rt. 522/340 adjacent to the Shell Station aka as the Cooley Easement. He advised that it was a paved road in bad condition; however, it would be paved correctly and maintained as needed. He also noted that there would be provisions for parking onsite.

Mayor Cockrell closed the public hearing.

Councilwoman Morris moved seconded by Councilwoman DeDomenico-Payne that Council approve a request from Ramsey Inc to amend to the Zoning Map of the Town of Front Royal to reclassify 1.2837 acres being that portion of tax map #20A4-24-1 located within the Town of Front Royal, from Highway Commercial District C-3 to Residential District R-2 on property located north of the intersection of Winchester Road and Guard Hill Road.

Councilman Ingram advised that this request was considered spot zoning but understood the reason that the Planning Commission recommended approval because it made sense.

Councilwoman DeDomenico-Payne noted that the request was perfectly appropriate due to not having road frontage for a commercial facility.

Councilwoman Morris stated that the property should have never been zoned as it was in the first place.

Vote: Yes – Councilmen DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers and Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

F. Adopt the Certification/Recommendation of the Front Royal Comprehensive Plan dated May 19, 2023
Mayor Cockrell opened the public hearing.

Fred Andrea, 367 Overall Road, Bentonville, voiced support for the new Comprehensive Plan [the Plan] noting it was key to sustaining and enhancing the Town's character where people want to live and work. He opined that the highlight of the Plan was protecting the natural world around those who live and work

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in Front Royal being surrounded by mountains, rivers, forests, green fields, trails, and great air/water quality. He stated that while work was not complete, the Plan was a good base to expand on. Mr. Andrea suggested Council urge developers to build within the Town where infrastructure of water and sewer already existed. He expressed hope that Council would abide by the aspirations listed in the Plan since it laid out the goal and direction the public wanted them to follow. He concluded by thanking all those involved with establishing the Plan.

Glenn Wood, 1269 Kesler Road, voiced concern that the Plan did not address road priorities such as the widening and improvements to John Marshall Highway, noting the current traffic backups already existed.

Wayne Chatfield Taylor, 1135 Morgans Ford Road, watched the focus, creativity and hard work that had been put into the Plan over the years, noting the importance of farming being part of the community. He encouraged and thanked Council for the recognition of farming and its value to the community.

Mayor Cockrell closed the public hearing.

Councilwoman Morris moved seconded by Councilwoman DeDomenico-Payne that Council approve the Front Royal Comprehensive Plan dated May 19, 2023 as presented in accordance with Chapter 22 Article 3: §15.2-2223 through §15.2-2232 of the Code of Virginia; and that it supersedes the Front Royal Comprehensive Plan adopted March 23, 1998.

Councilman Rappaport thanked all those involved with the development of the Plan, noting it was a great guideline.

Councilman Ingram thanked his fellow Planning Commission members noting it was a good vision for the community.

Councilwoman Morris thanked the Planning Department Staff and the Planning Commission for their hard work noting that the Plan addressed beautification, parks, trails, growth strategy, conservation and much more. She advised that the Town's Zoning Ordinance was currently being reviewed.

Vice Mayor Sealock stated that he was glad to see the end and that it would help the Town move forward.

Councilman Rogers echoed the sentiments of Council, noting that the Plan was a living document with review every five (5) years.

Councilwoman DeDomenico-Payne stated that she "loved the entire document", noting it was smart about growth. She expressed hope that the Town would help the community understand the document.

Mayor Cockrell thanked all those involved with the Plan over the years, noting there was a lot of community participation and input.

Vote: Yes – Councilmen DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers and Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

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G. Ordinance Amendment to Chapter 75 Pertaining to Transient Occupancy Tax
Mayor Cockrell opened the public hearing. No one spoke and the public hearing was closed.

Councilman Rappaport moved seconded by Councilman Ingram that Council approve amendments to Town Code Chapter 75 specifically §75-33 – 75-43 Motel Excise Tax for Transients to reflect changes made to the Code of Virginia related to short term rentals, as presented.

Vote: Yes – Councilmen DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers and Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

H. Receive Public Input on a Request for Funding from *Reaching Out Now* to Revitalize the former Raymond E. Santmyers Youth Center at 201 E. 8th Street.
Mayor Cockrell opened the public hearing.

Glenn Wood, 1269 Kesler Road, advised that he attended the former youth center in the 1970's and that the benefactors of the Youth Center [Raymond E. Santmyers & family] were wonderful people and would be remiss as a community if this project was not funded.

Gene Kilby, 836 Shenandoah Shores Road, advised that he attended the former youth center from 1968 to 1970. He stated that Warren County and Front Royal had a serious drug problem among its youth and the community must do everything possible to save them. He agreed that Drug Court was a necessity, but it was a reactive approach, and a proactive approach was needed. He urged Council to give the youth a safe and relaxed place where they could receive support from professionals, a place they could feel good about themselves, a place where they could enjoy resources they might not have at home, a place where they could get help with homework, a place where they could communicate with fellow students, a place where they could understand the diversity that existed in the community and most of all a place where the parents could feel comfortable that their children were safe. He opined that $25,000/$50,000 were nominal amounts and reasonable for the value the Town would benefit from. He urged Council to consider the youth in their decision.

Clare Schmitt, 337 W 10th Street, read from the following prepared statement:
Councilmembers, tonight I stand before you to advocate for the provision of funding for the revitalization of the youth center. Our youth are leaders of tomorrow. They are our future. Investing in our youth is an investment in our community's prosperity, well-being, and sustainability. First and foremost, the youth center will serve as a safe haven for our young people. Will offer a space where they can gather, learn, create, and explore their interests in a secure and nurturing environment. In a world where the challenges and pressures faced by our youth are constantly evolving, providing a space where they can escape from negative influences and engage in positive constructive activities is invaluable. By investing in the youth center, we are offering our young citizens a sanctuary that empowers them to make choices that contribute to their personal growth and development. Moreover, the youth center will serve as a platform for skill building and education. It's a place where our youth can acquire practical life skills, enhance their talents, and receive guidance from mentors and instructors. Whether its learning about leadership, entrepreneurship, arts, or technology or whatever they might be interested in, the youth center will provide a diverse range of opportunities for skill acquisition that will prepare our youth for success in their future endeavors. Based on what I have heard from *Reaching Out Now* the youth center will foster a sense of belonging and unity among young people from various backgrounds, something our community's youth are in desperate need of. Through culture events, workshops, and collaborative projects the youth center plans to cultivate an environment of inclusivity and mutual respect strengthening the social fabric of our community. I believe a well-supported youth center can help bridge the gap between education and employment. Supporting our youth and being prepared can contribute meaningfully to our local economy and secure their own future. The youth center is not just a building, it is a hub of promise potential and possibility for our community's future. I am hoping you will recognize the significance of this investment and commit to providing the funding requested for the youth center. Together let's pave the way for a brighter future for our youth where their voices and aspirations of them are not just heard but celebrated and supported. Thank you.

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Samantha Barber, 933 N. River Road, Middletown, President of *Reaching Out Now* and advocate for the children. She thanked all the speakers for their words of affirmation and stated the importance of a youth center. She advised that it was not a "fixer" but part of the solution. She stated that the community, not just *Reaching Out Now*, could make a difference by being a "lighthouse" for all students who lived in the community. She asked Council for their support.

Marleen O'Conner, 214 E. Stonewall Drive, *Reaching Out Now* board member and schoolteacher in the community for 16 years, expressed her belief in the students of the community. She urged Council to put their name on this project, noting how the students needed them.

Cheryl Cullers, Bentonville, Board of Supervisors, expressed her confidence in Mrs. Barber to bring interest to those specific students who did not always fit in with sport activities. She recognized and understood the challenges with funding but hoped seed money could be found to begin the project. She looked forward to working with the Town and urged Council to do the right thing.

Andrea Logan, 1173 Kesler Road, expressed how important this project was to her. She advised that she taught for 31 years and reminded Council that "children are our future". She explained that she had helped Mrs. Barber with two events serving food and was impressed with her. She stressed that the community has an opportunity with Mrs. Barber leading the way because she was willing to do the work with great volunteers assisting her.

Shane Goodwin, 6 Massie Street, noted that there was a lot of care and concern in the community for children. He explained that he had served in the Warren County Public School System as principal and director, making him familiar with the diversity of children in the community. He advised that he and his family moved to Warren County in 2018 and he met Mrs. Barber a year later assisting her and her organization with food service, getting to know families in a personal way as well as gaining the trust of the community. He noted that he is now President of the Executive Committee for *Reaching Out Now* and urged Council to consider this as an opportunity not an obligation because the children deserved it.

Jay McCarty, Fairfax, advised that he attended the youth center from 1973 – 1977 stated that "it takes a village" and this project was a wonderful opportunity and Council needed to seize that.

Lauren Wood, 246 Sugar Maple Road, read a couple of online facts that pertained to the United States in general: *"school age children and youth spend 80% of their waking hours outside of school while 1 in 5 are alone after the school day ends."* She continued *"After school programs provide significant return on investment. For every $1.00 invested, saving at least three, through increasing youths potential, improving their performance at school and reducing crime and juvenile delinquency"* She admitted that the money aspect was weighing on everybody because everyone paid taxes and wanted to know where their money was going, opining that the best place to put the money was in the children. She continued by giving personal experiences during her childhood and what attending her local youth center meant to her during that time. She stressed the need for positive adults in children's lives and that this project would be a wonderful thing for the community.

Mayor Cockrell closed the public hearing and opened it up to Council for discussion.

Vice Mayor Sealock advised that he attended the youth center, noting that the Santmyers were always there with their "300 adoptive kids". He voiced hope that it would return.

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Councilman Rogers stated that $25,000 and $50,000 was "chump change" and that the Council will work to find the funds in the budget. He voiced his passion for the youth and how important the project was.

Councilman Rappaport advised that he attended the youth center between 1970 – 1974, noting that the Santmyers strived to see successful people and felt as though that was what *Reaching Out Now* was doing. He stated, "If we build it, they will come". He advised that he would see the project through and voiced appreciation to everyone who had been a part of making this project happen thus far.

Councilwoman Morris advised that while she had asked a lot of questions, she still had a few more. She noted that the budget for this year had already been approved but expressed her support for *Reaching Out Now* and working with the County.

Mayor Cockrell advised that tonight's intent was to receive public input and thanked everyone who spoke, especially the Town citizens since it impacts their tax dollars. She urged the public to continue sending their comments to Council.

I. Continued Public Hearing to Amend Previously Approved Proffers for Anna Swan Estates – HEPTAD LLC
Mayor Cockrell opened the public hearing.

Glenn Wood, 1269 Kesler Road, voiced disappointment in Council because they did not reel in some of the personal attacks during previous public hearings. He urged Council to look at this request as a business proposal and not let personal or public opinions sway them in doing their duties.

At this time, Mayor Cockrell allowed the applicant to speak and Council to ask questions.

Joe Silek, attorney for the applicant, reminded Council that they had been working on this project for eight months. He explained the difference between the Council's consultant's financial impact analysis and what Greenway Engineering completed in 2022 drawing attention to the increase in students from 600 – 650. He advised that the original 2012 proffer number was $5,500 to Warren County Schools which just happened to be the same number the recent analysis showed. He stated that Leach Run Parkway was built, the land dedicated, the engineering completed and the costs for its construction had been ascertained [Mayor Cockrell clarified that Leach Run Parkway was not completed]. Mr. Silek reminded Council that their outside attorney Olaun Simmons informed them that they cannot take proffer money for things over and above what the impacts were.

Mr. Silek pointed out a few things stated in the newly approved Comprehensive Plan [the Plan]: Page 24 *"in the next two decades there will be a 12% increase in the Town's population and will need sufficient housing to accommodate an estimated 2,233 people"*; Page 33 *"Front Royal is the seat of Warren County"*, noting it as the hub of activity and heart of the community". He continued that the Plan talks about affordable housing and one way to get housing is to increase housing stocks; Page 111 *"by 2040 [Front Royal] will need 900 new housing units"* which he noted was an average of 53 homes per year over the next 17 years. Mr. Silek advised that today he checked on the building permits issued in Warren County for 2022 for residential housing and there were 156 issued, noting that 18 were for houses being built within the Town Limits. He explained that based on that number it would take 50 years to get to 900 units. He reminded Council that this project was approved and rezoned in 2012 and that the request before them was to modify the proffers. He concluded that the fiscal impact analysis showed that the Town would receive over $900,000 that could be used for roads and or funds for the youth center project.

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Mayor Cockrell questioned the $5,500 that was in the original proffers and referred to the August 4th proffer statement that stated $4,247. Mr. Silek clarified that they were brought back up to the original proffers based on the recent analysis.

Councilwoman Morris questioned whether the proffers being reduced in January 2023 was due to lower number of houses in the development at that time. Mr. Silek advised that Greenway Engineering received the numbers from Warren County, indicating lower construction costs and smaller school size. He reiterated that the Town's analysis indicated the size of the schools was 650 [up 50 students] which, in part, increased the construction costs from $25 million to $32 million.

Councilwoman DeDomenico-Payne questioned two conditions of the proffers: 1) the language pertaining to Leach Run Parkway since the Town deems the Parkway as not being completed creating a possible legal issue if approved as stated; and 2) the language pertaining to the construction of a sidewalk to Westminster Drive that had not been worked out with the School Board. Mr. Silek advised that there was an easement agreement that was signed in 2003 that committed Swan Farm LLC [prior developer] to construct a sidewalk connecting Westminster Drive between Warren County Highs School and Hilda J. Barbour Elementary School. He advised that conversations with the School Board were ongoing.

Mayor Cockrell stated that the road from Walker Avenue back to Hilda J Barbour Elementary School was not the Town's property, noting it belonged to the School Board. She cautioned that if part of the project was to dedicate that portion of the road to the Town it did not meet Town specifications. Mr. Silek explained that they had an easement to build a road to provide connection between the Swan development and Westminster Drive and once completed they would dedicate that portion to the Town up to the School Board Property, noting that the School Board had not addressed the road issue with the applicant, only the sidewalk.

Councilman Rappaport questioned any stormwater issues. Mr. Silek advised that there was a provision in the proffers that was added based on the Town's outside attorney Olaun Simmons' comments that the developer would comply with all Town regulations and ordinances concerning driveways, stormwater management, and sidewalks.

Mr. Silek advised that in 2012 the Council and the developer discussed a 4-lane parkway from Happy Creek Road to John Marshall Highway and if that was going to be an issue, he suggested another conversation may be needed. He made himself available during Council's discussion if needed.

Mayor Cockrell closed the public hearing.

Councilman Rogers moved seconded by Councilman Rappaport that Council approve the Amended Proffer Statement of August 4, 2023, amending the previously approved proffers for the subdivision entitled ANNA SWAN ESTATES (tax map parcel #20-A21-2-1 and #20A20-2-11) dated February 2, 2012, as presented.

Councilwoman Morris voiced understanding that some people were frustrated that this item had taken eight months, noting that Council had done their due diligence by speaking with outside legal counsel Olaun Simmons, Town Attorney George Sonnett and many others involved in this project during the last 20+ years. Ms. Morris continued with the following statement: *I operate out of facts over feelings. It's my understanding as of today that the School Board reached out to the applicant about the easement that was dated 2003 at the realization of nonpayment. Payments were supposed to begin at the completion of Warren County High School therefore making payments twenty years past due. This was about the time that we continued the public hearing for*

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various reasons last time. The biggest being having our own impact analysis study done. Unfortunately, that was only a fiscal impact analysis not what I was expecting and did not encompass all that I feel it should have for the due diligence of this council and this community. A transportation analysis is the only logical way to A. Assess the demand on two already unsafe, over traveled roads as Mr. Glenn Wood mentioned earlier, Happy creek Road and John Marshall Highway. You have Leach Run Parkway, a 4-way road funneling out to two 2-lane roads that were already problematic before and additional development including the hospital and the Warren County Middle School took place. It is now clear to me as it has become public knowledge that this remains an unresolved issue with the easement and the Warren County Public Schools. And the applicant is currently at risk of losing the point of entry in question when speaking with the schools today - Westminster Drive. With that being said I would like to again let the record show my issue with the applicant seeking to receive a credit for Leach Run Parkway and notifying our Planning/Zoning Director that they had two other points of entry egress/agrees which are not factual at this moment.

The other access points aren't feasible for this magnitude of traffic influx. And I am no engineer. I am on the transportation subcommittee, and I have talked to VDOT. Happy Creek Phase II has been on the agenda for many years as well as this. One of the said access points, Westminster Drive, cannot be considered as an access point because it has not yet been paid for and is an ongoing legal matter. But that leaves us with further confusion if it becomes one of the access points. It is not clear that the town has agreed to take over maintenance of this road once it is in place and accessible. It currently is a private road as the Mayor mentioned that the town does not maintain it. Documents dating back nearly 20 years between the town and VDOT documents show their final ruling in 2006 that this "gorilla of an issue" that the developer had no authority to promise a publicly maintained road just because they received an easement in its place. It's all FOIAble information and most of what I am reading to you is recorded at the courthouse. This is known as speculative real estate borrowing. You are committing to what it could be or would become for financial and developmental purposes. Payment was due and it has not been paid.

The day after the easement was made between the Warren County Public schools and Heptad a speculative real estate borrowing took place, which is on record at the courthouse. It was for borrowing power. It's common in real estate investing, however, in the conversations of moral obligations, it seemed to be relevant to this Council these have not been met.

There is no way I can continue to kick the can on this subject. I would be willing to either deny this and come back or postpone this in order to carry out a transportation study analysis that should have been done months ago. We can continue the public hearing yet again with threats of litigation or we can simply recognize this development negates the needs of infrastructure in the Town of Front Royal at this time. As we sit here tonight under a mandatory water conservation it makes me question why on earth the Town of Front Royal in years passed has not implemented stricter standards in terms of deadlines pertaining to rezoning applications and amended proffers such as the County. Many localities in Virginia have done this. When you talk about how patient the applicant has been, the Town has been patient in waiting for this for 20 years as well. We are currently under a mandatory water conservation and then we are talking about adding this giant development and we don't even understand the points of ingress/egress are. There is still more to consider here, and a development of this magnitude takes patience. Furthermore, as we have learned that cash proffers do not ensure payment once a rezoning is completed. It also makes me challenge this governing body sitting here tonight to revisit the way in which we accept proffers compared to other surrounding localities i.e. Bonds. I do not feel this Council has been able to operate and do its due diligence to understand and express the impacts to the community of this development; therefore, I would like to make a motion.

Mayor Cockrell advised that there was a motion on the floor and allowed continued discussion.

Councilman Rappaport read excerpts from the Greenway Engineering Analysis specifically pages 9 and 10 under Public Transportation Facilities ... *"primary vehicle access to Swan Estates is dependent upon the Leach Run Parkway a 4-lane major collector road .. that extends across the southwest portion of the site. Construction of which was completed in 2017…. Pennoni Associates prepared a traffic impact analysis in 2013 that determined the design elements required to accommodate planned development served by the roadway and future traffic growth. ……. the recommended design element assumes the planning capacity*

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of 17,440 daily average trips at build out year 2028…..it is 2023 and it is expressly projected that generation by Swan Estates, as such the TIA [traffic impact study] demonstrates, that construction of Leach Run Parkway was necessary to provide the primary vehicle access to Swan Estates and further that the roadway was dictated in part by Swan Estates". He expressed his point that there had not been any development between the time the traffic study was completed to now showing additional impact and fell within the 2028 assessment. Mr. Rappaport stated that the 335 homes slated for development were going to be an impact and Leach Run Parkway could handle it. Mayor Cockrell noted that the area currently had a hospital and a middle school that may not have been included in the study. Councilwoman Morris added that the issue was not Leach Run Parkway but the two points of access that Leach Run Parkway funneled out to that would be impacted by 300+ homes. She reiterated that the Parkway was not completed.

Councilman Rappaport advised that the development before Council was different that the one Council previously denied because they have artillery roads - Happy Creek Road and John Marshall Highway - agreeing that there were backups on John Marshall Highway. He stated that the Town had been "kicking the can down the road" for years with these kinds of projects and he did not foresee large housing developers "knocking on the door" to build here. Mr. Rappaport reiterated that the Town needed 900 homes by 2040 and opined that the Town was not going to get there unless builders want to build here. He noted that the fiscal impact analysis was cash positive for the community. He said he was ready to move on action tonight.

Councilwoman Morris advised that during a past work session it was noted that this project included condos, townhomes, and single-family homes, which is no longer the case. She stated that she was not opposed to housing and understood that there was a supply and demand issue in Front Royal. She reiterated that her issues were: 1) there was a legally binding commitment to pay for an easement that has not been met and 2) VDOT was not going to say that Happy Creek Road was enough of a point of access for this type of development. She reiterated that Council had postponed this project for a couple of months, but the developer had postponed it for 20+ years and she was not going to be pressured in making a decision of this magnitude because Council asked for more information. She concluded that the needs of the community were much different in 2003 than what they were today. Councilman Rappaport read *"recent state statutes established that no new developments should be asked to advance unreasonable proffers, nor should any development proposal be rejected to the application of unreasonable proffer guideline".*

Vice Mayor Sealock asked staff to explain the site plan process. Director of Planning Lauren Kopishke explained that if the proffer amendments were passed tonight, the next step would be for the developer to submit their site plan to staff for review which would be routed to Warren County, the Virginia Department of Transportation (VDOT) and state entities i.e. Department of Environmental Quality (DEQ). She advised that any issues with access of roads and their standards were reviewed during the site plan process, noting that she could not approve a site plan if it did not have sufficient access, turning radius, or proper dedication. Mayor Cockrell questioned whether the Town would be responsible if VDOT were to come back with issues that needed attention. Ms. Kopishke advised that the applicant would build the roads based on comments from VDOT.

Mayor Cockrell questioned who would be responsible for bringing up to VDOT standards that portion of the road that the School Board owned. Ms. Kopishke advised that if the School Board dedicated that portion to the Town, the Town would be responsible. Mrs. Cockrell asked if the Town could say "No Thank You" to the dedication. Town Attorney George Sonnett advised that Council would have to act on the dedication.

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Councilman Ingram expressed his appreciation for the increase in proffers but felt like the access points had not been addressed therefore he could not support the project until everything "lined up". He noted he still had questions.

Vice Mayor Sealock asked Mr. Silek what the two points of ingress/egress were. Mr. Silek advised that there was 1) stub out connection between the Swan Development and the last phase of Mr. Ramsey's Development [Haymaker on the plat] and 2) connection on Leach Run Parkway. Mrs. Cockrell confirmed that the requirement was for two ingress/egress points.

Councilwoman Morris stated a point of information that a councilmember advised increased proffers, but clarified that they were reduced and then given back therefore no increase in proffers. She voiced concern that if Council wanted to address housing or workforce housing condos would be built to address those needs getting the Town closer to the 900 number.

Councilman Rappaport confirmed with Mr. Silek that there was potential for an inter parcel with Happy Creek Knolls Section 4.

Vote: Yes – Councilmen Rappaport, Rogers and Vice Mayor Sealock
No – Councilmen DeDomenico-Payne, Ingram, Morris
Absent – N/A
Abstain – N/A ROLL CALL

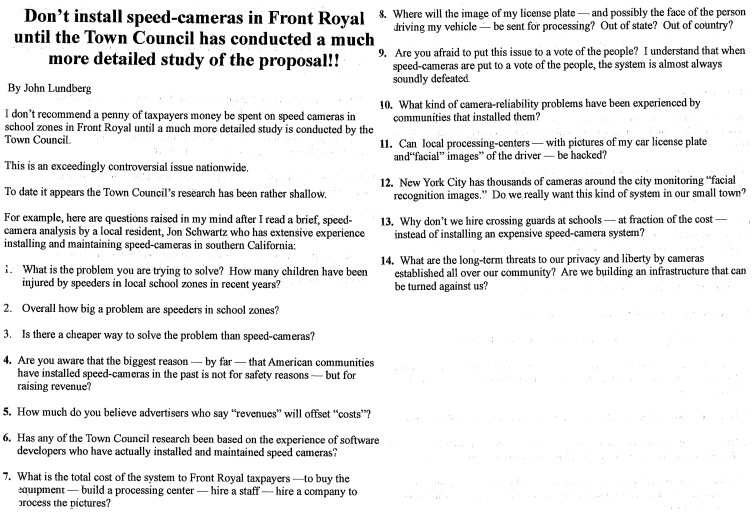
Mayor Cockrell reiterated that what Council was looking at tonight was the amended proffer statement noting that the project itself was approved by a previous Council. She advised that Council knew about the financial impacts of the project and heard from the contractor that the Town was in a better position since there was no impact from the schools. She voiced concerns that Leach Run Parkway has not been dedicated to the Town with her understanding that it was owned by the Warren County EDA. She thanked Councilman Rappaport for the excerpt from the original traffic study ten years ago but noted that there was currently a hospital and a middle school in the area.

Mayor Cockrell voted NO to break the tie

PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS

John Lundberg, 203 Peach Tree Court read the following statement:

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Don't install speed-cameras in Front Royal until the Town Council has conducted a much more detailed study of the proposal!!

By John Lundberg

I don't recommend a penny of taxpayers money be spent on speed cameras in school zones in Front Royal until a much more detailed study is conducted by the Town Council.

This is an exceedingly controversial issue nationwide.

To date it appears the Town Council's research has been rather shallow.

For example, here are questions raised in my mind after I read a brief, speed-camera analysis by a local resident, Jon Schwartz who has extensive experience installing and maintaining speed-cameras in southern California:

1. What is the problem you are trying to solve? How many children have been injured by speeders in local school zones in recent years?
2. Overall how big a problem are speeders in school zones?
3. Is there a cheaper way to solve the problem than speed-cameras?
4. Are you aware that the biggest reason — by far — that American communities have installed speed-cameras in the past is not for safety reasons — but for raising revenue?
5. How much do you believe advertisers who say "revenues" will offset "costs"?
6. Has any of the Town Council research been based on the experience of software developers who have actually installed and maintained speed cameras?
7. What is the total cost of the system to Front Royal taxpayers —to buy the equipment — build a processing center — hire a staff — hire a company to process the pictures?
8. Where will the image of my license plate — and possibly the face of the person driving my vehicle — be sent for processing? Out of state? Out of country?
9. Are you afraid to put this issue to a vote of the people? I understand that when speed-cameras are put to a vote of the people, the system is almost always soundly defeated.
10. What kind of camera-reliability problems have been experienced by communities that installed them?
11. Can local processing-centers — with pictures of my car license plate and"facial" images" of the driver — be hacked?
12. New York City has thousands of cameras around the city monitoring "facial recognition images." Do we really want this kind of system in our small town?
13. Why don't we hire crossing guards at schools — at fraction of the cost — instead of installing an expensive speed-camera system?
14. What are the long-term threats to our privacy and liberty by cameras established all over our community? Are we building an infrastructure that can be turned against us?

Glenn Wood, 1269 Kesler Road, suggested that Council consider the recommendation of the Town Manager and install the speed cameras at specific schools for the safety of the children.

REPORTS

A. Town Manager Report – Mr. Waltz advised that the Town was currently under Mandatory Water Conservation and if there was not a significant amount of rainfall the Town could go into Emergency Water Conservation by the end of the week.

B. Town Council Reports –

Councilwoman DeDomenico-Payne advised that she attended the opening of *Downtown Blends,* noting she was impressed on what was going on downtown. She and Councilwoman Morris toured the Avtex Conservancy property with Warren County EDA members and other public officials. She assisted with Midget Football concession and was impressed with parents supporting children in a positive way. She mentioned that the scope of work needed to be reviewed and voiced her support in law enforcement.

Councilman Rogers advised that he would continue to reach out to the community so they may share their thoughts and comments.

Vice Mayor Sealock thanked Town Staff for completing repairs to the Prospect Street Bridge. He cleared up several questions about Blue Line and the cameras' intention.

Councilwoman Morris stated that the future of Front Royal was positive. She explained that the Blue Line Agreement was on tonight's agenda under consent to authorize the Town Attorney to negotiate terms.

Councilman Ingram gave an update on the Transportation Subcommittee noting that the VDOT study was still underway.

Councilman Rappaport attended the VML Policy Infrastructure Committee virtually, the Valor Awards, *Downtown Blends* Grand Opening and National Night Out. He gave a shout out to Darryl Merchant who completed his service on the Planning Commission.

C. Report of the Mayor – Mayor Cockrell advised that she assisted in serving lunch to the new teachers in July, as well as attending the Employee Appreciation Luncheon, Valor Awards, National Night Out, and

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Downtown Blends Ribbon Cutting. She recognized the following new businesses: *Poppy's Place, Garcia and Gavino's* new location*, Catamount Lounge*, and a new restaurant serving Greek food in Gateway Shopping Center. She expressed sincere appreciation to Darryl Merchant for his service on the Planning Commission and advised that there were openings to serve on the Front Royal Economic Development Authority (FREDA) and Planning Commission.

CONSENT AGENDA ITEMS

A. Resolution for Blanket Project Funding Commitment/Projects Under Agreement with VDOT

Council approved a Resolution for Blanket Project Funding Commitment and Projects Under Agreement with the Virginia Department of Transportation (VDOT) as presented.

B. Bid for Various Grades of Stone FY24

Council approved a bid from Heidelbert Materials NorthEast LLC for fixed pricing on various types of stone to be used for maintenance in the Water, Sewer and Street Departments for FY24 in the amount of $120,949.00.

C. Bid for Various Grades of Asphalt FY24

Council approved a bid for firm fixed pricing on various grades of asphalt for general street patching and surfacing of Town streets for FY24 from Stuart M. Perry, Inc. in the following amounts per ton: base, $83.00; intermediate, $83.00; and finish, $85.00.

D. Bid for Water and Wastewater Chemicals FY24

Council approved approve the following for FY24 water and wastewater treatment chemicals at firm fixed pricing as follows: Chemrite Inc., Buford, GA: Sodium Permaganate $7,123.20; Univar Solutions USA, Inc., Morrisville, PA; DelPAC 2020 $87,040.00; Sodium Hypochlorite $129,600.00; Carbon $7,680.00; Sodium Fluoride$22,170.00; Potassium Permanganate, Tech Grade $30,036.00; USALCO, Baltimore, MD: DELPAC-XG $79,848.00; Suffolk Sales & Services Corp., Suffolk, VA: Glycerin $116,480.00

E. Electric Cost of Service Analysis and Rate Study

Council approved an award to GDS Associates, Inc., in the amount of $40,000 to provide an Electric Cot of Service Analysis and Rate Study.

F. Purchase of a Standby Generator

Council approved the purchase and installation of a Standby Generator for the Department of Energy Services, to Carter Machinery Company, Inc Sourcewell Contract in the amount of $48,834.15.

G. Citizen Appointment to the Joint Towing Advisory Board

Council appointed Christian Downs as the Citizen Representative to the Joint Towing Advisory Board to an unexpired term ending August 31, 2026.

H. Authorize the Town Attorney to Negotiate an Automated Systems Speed Enforcement Systems Agreement with Blue Line Solutions, LLC as a Cooperative Procurement

Council authorized the Town Attorney to negotiate an Automated Systems Speed Enforcement Systems Agreement with Blue Line Solutions, LLC as a cooperative agreement and bring back to Council at a later time for review and ultimate approval.

Mayor Cockrell reminded Council of the amendment to 10G Citizen Appointment to the Joint Towing Advisory Board that the expiration of the term should state 2026 not 2023.

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Councilman Rappaport moved seconded by Councilman Ingram to approve the Consent Agenda as presented for 10A-10F, 10H and 10I, and with the amendment to 10G to reflect 2026 not 2023.

Vote: Yes – Councilmen DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers and Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

BUSINESS ITEMS

Request from Donald McCarty for Vacation of a Portion of North St. and a Portion of an Unimproved Alley

Councilwoman Morris moved seconded by Councilwoman DeDomenico-Payne that Council approve the request from Donald McCarty for the Town to vacate 13,001 square feet of North Street Extended terminus south of the intersection of North Street and Orchard Street; and a 14-foot portion of an unimproved alley adjacent to the southern property boundary conditioned upon the applicant purchasing the property from the Town for an agreed price to be paid within ninety (90) days of approval. Councilwoman Morris further moved that Council authorize the Town Manager to negotiate a purchase price with the applicant to be presented to Council for approval.

Mayor Cockrell advised that the Viewing Committee shared their report and were in unanimous agreement to approve the vacation. She read their comments.

Councilman Rogers noted that this one request was different than other vacations they had in the past.

Councilwoman Morris reiterated that the Viewing Committee was in favor of the vacation, and it was very well justified.

Councilman Rappaport advised that he listened to the public and the main concern from them was that the vegetation buffer not be disturbed. Mr. McCarty, the applicant, confirmed it was not his intention to disturb the buffer. Mr. Rappaport confirmed that the 40-foot section was needed. Mayor Cockrell warned that those who purchased the property after construction could do something with the buffer if they desired.

Vote: Yes – Councilmen DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers and Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

CLOSED MEETING

Councilwoman Morris moved seconded by Councilwoman DeDomenico-Payne that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purpose:

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

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

3) pursuant to Section 2.2-3711(A)(7) of the Code of Virginia, consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, more specifically, Town of Front Royal v. Front Royal Warren County EDA, et al., Front Royal Warren County EDA v. Town of Front Royal, First Bank and Trust Company and Town of Front Royal v. Front Royal Limited Partnership; and,

4) pursuant to Section 2.2-3711(A)(3) of the Code of Virginia, for discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, specifically, portions of North Street and adjacent unimproved alleyway.

Vote: Yes – Councilmen DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers and Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

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

Vote: Yes – Councilmen DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers and Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

Meeting adjourned at approximately 12:45am.

Approved by Town Council
Date: _____

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TOWN COUNCIL WORK SESSION MINUTES
Tuesday, September 5, 2023 @ 7:00pm
Town Hall Conference Room

The following minutes are a summary of items on the agenda. This meeting may be viewed in its entirety by accessing the video of the same date online via the Town's website at www.frontroyalva.com for a limited time.

Roll Call by Clerk of Council

PRESENT: Mayor Lori A. Cockrell
Councilman Joshua L. Ingram
Councilwoman Amber F. Morris
Councilman H. Bruce Rappaport
Councilman Duane R. "Skip" Rogers
Vice Mayor R. Wayne Sealock

ABSENT: Councilwoman Melissa DeDomenico-Payne

OTHERS PRESENT: Town Manager Joseph E. Waltz
Town Attorney George M. Sonnett, Jr.
Clerk of Council Tina L. Presley
Administrative Assistant Hillary Wilfong
Various members of the staff and public

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BAR Appeal – Certificate of Appropriateness (COA) – Metal to Shingle Roof for 207 Cloud St - Director of Planning Lauren Kopishke advised that the applicant has requested that the appeal be moved to October to gather more information. She explained why and how the stop work order process was carried out. Town Attorney George Sonnet cautioned Council to not prejudge the issue until they hear from the applicant. Town Manager Waltz advised that the request to postpone until October came in after the agenda was sent to Council and that it would be placed on a work session in October.

ESAC Presentation and Request to Change Name – Justin Proctor, member of the Environmental Sustainability Advisory Committee (ESAC) gave a presentation that updated the Council on the many projects ESAC has completed and hoped to complete in the future. He continued by requesting that the name of ESAC be changed to ACES (Advisory Committee for Environmental Sustainability) which he felt was a better fit for who and what the committee represented.

Mayor Cockrell suggested that the committee consider reaching out to the schools to begin incorporating conservation efforts at a young age. There was much support from Council on what ESAC has been able to accomplish thus far and gave them their support.

Council discussed whether the number of members on the committee needed to be reviewed. It was determined that it should and directed staff to review the ordinance in its entirety so that all revisions to the ordinance could be approved at the same time and bring back in a month with the suggested changes.

Public Hearing Slated for September 25th –

Zoning Text Amendment-175-110.5 Urban Agriculture - Director of Planning Lauren Kopishke gave a presentation of the changes to the Town Code as recommended by the Planning Commission. She explained that the changes would permit up to ten chickens (increased from six), noting that applicants would need to meet standards that included four square feet of space per animal [chicken] and eight square feet of run space per animal [chicken]. She confirmed that the Deputy Zoning Administrator would perform inspections on a regular basis to enforce cleanliness and maintenance. Council agreed to advertise for a public hearing for September 25th.

Old Business

Revisions to Liaison Committee Meeting Policy – Town Manager Joe Waltz recommended under MANAGER and ADMINSTRATOR REPORTS both a written and oral report be given by the Town Manager and County Administrator at each other's regular meetings. Council also suggested adding the word "agreed" to the second bullet under MEETING AGENDA, and to revise Thursday to Wednesday at 1:00pm to the fourth bullet under MEETING AGENDA. Staff agreed to make changes and place them on the next Liaison Committee Meeting agenda.

New Business

Procurement Policies and Procedures Manual – Director of Finance BJ Wilson gave a presentation indicating the various amendments to the PROCUREMENT POLICIES AND PROCEDURES that was needed since no changes had been made since 2002. The presentation included: Purpose; Current Procurement Policies and Procedures Manual; Why the Town was Required to Adopt a Procurement? Why Should the Town Adopt a Procurement Policy? What Allows the Town to Adopt Policy and Procedures? Proposed Procurement Policy and Procedures; Thresholds; Levels of Approval Under Proposed Policies; Invitation for Bid (IFB); Request for Proposals (RFP); Cooperative Contracting; Sole Source; Emergency Procurement; Surplus Property. Council thanked Mr. Wilson for all his hard work in bringing the manual up-to-date and that a resolution would be placed on the September 25th consent agenda for approval for the new manual.

W. Criser Rd Sidewalk Project for Pedestrian Safety – Director of Public Works Robbie Boyer briefed Council with a presentation W. CRISER ROAD SIDEWALK PROJECT PUBLIC WORKS SEPTEMBER 2023. It included 1) the Purpose which was to install curb, gutter and sidewalk from S. Royal Avenue to Luray Avenue; 2) Virginia Department of Transportation's (VDOT) recommendation to complete in phases to reduce costs therefore Phase I was installation of curb, gutter and sidewalk from S. Royal Avenue to Skyline Vista Drive; 3) Transportation Alternative Program (TAP) 80/20 Federal Funding that identified the steps of when the Project must be designed and under construction within four years of projects initial funding, 4) sketches of the plans for Phase I. Mr. Boyers explained that Phase II would be from Skyline Vista Drive to the high school and the last phase would be from Skyline Vista Drive to Luray Avenue which was determined to take a long time to complete due to the infrastructure moving expenses. Town Manager Joe Waltz advised that currently a bike path was in place from Skyline Vista Drive to Luray Avenue that also served as a walking path, noting that the Town was currently working with the Environmental Sustainability Advisory Committee (ESAC) to install pedestrian safety delineators. Mr. Waltz advised that staff would communicate with the Shenandoah National Park pertaining to their adjoining property during Phase I. He reminded Council that this initiative came out of Council's retreat in March.

Request for an Easement on Town Property from Bill Hounshell near Duck Street – Town Manager Joe Waltz advised that the applicant was requesting a ten-foot easement adjacent to the North Fork of the Shenandoah River, noting that staff was still reviewing the request but wanted to review with Council any

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questions Council may have before beginning. There was much discussion about accessing the property including possibly having to cross the Virginia Department of Transportation (VDOT) and Railroad properties which would not be the Town's responsibility to get. Mr. Waltz also noted that the request was addressed to Town Council and Town Manager therefore the reason for placing on tonight's agenda and would be brought back to Council once staff has reviewed further.

Consent Agenda Items for September 25th

Bid for 500 kVA Three-Phase Pad-Mounted Transformer, Remanufactured – Purchasing Manager Michelle Campbell briefed Council on this purchase. Council agreed to place on the September 25th consent agenda for approval.

Warren County/Front Royal ARPA Tourism Recovery Plan Grant – Lizi gave a presentation "ARPA TOURISM GRANT SEPT 2023 UDATE" that included ARPA Grant Funding for 1) Avtex Trail & Beyond $35,000, 2) Visitor Center Refresh $25,000, 3) Tourism Event Development $20,000, 4) Marketing Campaign Expansion $25,000, 5) Bentonville Boat Landing $65,000. There was a brief explanation for each allocation. Ms. Lewis then advised that the next step was for the Town Council and the Board of Supervisors to approve a Letter of Support. The presentation also included sketches of the inside of the Visitors Center and options for the exterior. It was confirmed that Ms. Lewis and Joe Petty, Warren County Director of Economic Development worked together to come up with the list of items on how the grant funding would be utilized. There was concern about spending money on the Avtex Conservancy because it may not come to fruition, however they noted that having the design completed may be enticing to someone who may be interested. Clerk of Council Tina Presley was directed to draft a Letter of Support for Council's signature.

CLOSED MEETING

Councilman Rappaport moved seconded by Councilwoman Morris that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purposes:

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

2) pursuant to Section 2.2-3711(A)(7) of the Code of Virginia, consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, more specifically, Town of Front Royal v. Front Royal Warren County EDA, et al.; and,

3) pursuant to Section 2.2-3711(A)(3) of the Code of Virginia, for discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, more specifically, portions of North Street and adjacent unimproved alleyway and McKay Springs.

Vote: Yes – Councilmembers Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – Councilwoman DeDomenico-Payne
Abstain – N/A ROLL CALL

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

Vote: Yes – Councilmembers Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – Councilwoman DeDomenico-Payne
Abstain – N/A ROLL CALL

Adjourned at 11:20pm

Approved by Town Council

Date: ----------

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

The following minutes are a summary of items on the agenda. This meeting may be viewed in its entirety by accessing the video of the same date online via the Town's website at www.frontroyalva.com for a limited time.

Roll Call by Clerk of Council

PRESENT: Mayor Lori A. Cockrell
Councilwoman Melissa DeDomenico-Payne
Councilman Joshua L. Ingram
Councilwoman Amber F. Morris
Councilman H. Bruce Rappaport
Councilman Duane R. "Skip" Rogers
Vice Mayor R. Wayne Sealock

OTHERS PRESENT: Town Manager Joseph E. Waltz
Town Attorney George M. Sonnett, Jr.
Clerk of Council Tina L. Presley
Various members of the staff and public

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CLOSED MEETING

Councilwoman DeDomenico-Payne moved seconded by Councilwoman Morris that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purpose: 1) pursuant to §2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, more specifically, the Planning Commission and FREDA;

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – N/A Abstain – N/A ROLL CALL

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

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – N/A Abstain – N/A ROLL CALL

AMP Power Supply Background/Future Purchase Presentation - Director of Energy Service Carey Saffelle introduced Mike Migliore, Vice President of Power Supply Planning with American Municipal Power (AMP) who went through a presentation TOWN OF FRONT ROYAL POWER SUPPLY UPDATE SEPTEMBER 11, 2023 – MIKE MIGLIORE, VP POWER SUPPLY PLANNING – AMP that included 1) Front Royal Monthly Energy (182 million kWh; 2) Peak Demand for years 2023,2022, 2021 and 2020 (51,000 kW) ; 3) Front Royal 2024 Energy Sources (17% renewable resources 4); Front Royal 2025 Energy Sources; 5) Front Royal 2026 and beyond Energy Sources; 6) Hydro Plants: AMP Hydro (1,800 kW), Meldahl Hydro (1,573 kW) and Greenup Hydro (1,045kW) with an approximate Hydro rate of $93.00/MWh; 7) Hydro Plants and Ohio River Watershed; 8) Fossil rates: Fremont Energy Center (6,500 kW), Prairie State (1,573 kW) with an approximate fossil rate of $57.00/MWh; 9) renewable rates: AMP Solar Phase II (2,859 kW) and Locust Ridge Wind (1,000 kW) with an approximate renewable rate of $41.00/MWh; 10) Front Royal's Energy Purchases; 11) Front Royal 2022 Hourly Load and Long Term Resources; 12) Recommended Purchases; 13) Front Royal Energy Supply: 0.1% Load Growth; 14) 12 Month Price of Wholesale Energy Commodities; 15) PJM Trading Hubs & Load Zones; 16) Delivery of Power; 17) Front Royal Power Pool Agreement; 17) Front Royal Annual Power Rates ($/MWh); and, 18) Electric Rates & Fees (1,000kWh customer pays $107/month 10.7 cents/kWh).

It was confirmed that the 17% renewable rate was normal compared to other localities. Councilwoman DeDomenico-Payne questioned whether a contract with a new vendor would create an infrastructure cost for the Town. Mr. Migliore explained that they would deliver to a certain point on the grid and then pay them a monthly fee to use their lines.

Town Manager Joe Waltz explained that the purpose tonight was for Council to approve a resolution at the September 25th regular meeting that would authorize the execution of the 2025-2028 fixed volume energy supply schedule with AMP not to exceed a specific dollar amount. He also pointed out that it was significant that the Town had the 17% renewal rate which was not mandated.

Councilwoman DeDomenico-Payne questioned who defined the geographic boundaries for the hydro plants. Mr. Migliore explained that payment for the grid covers the whole watershed. Mr. Waltz advised that coal and natural gas were 50% of the Town's costs.

Councilman Rapaport questioned the Long-Term Renewable Power Purchase Agreements (PPA). Mr. Waltz advised that the PPAs were a risk, but the United States Department of Agriculture (USDA) was offering up to 25% price reduction for 20 years upon applying for a grant. It was confirmed that the Town should know from the USDA by the end of the year if they were selected to receive the price reduction. Mr. Waltz advised that he would continue to look at the market. He reminded Council that the Town was a member of AMP which was made up of municipalities like the Town and AMP's job was to provide the Town with market purchases at the lowest price.

It was agreed to place the resolution on the consent agenda for September 25th.

CONSENT AGENDA ITEMS FOR THE 25TH

A. Proclamation for Public Power Week – Director of Energy Services Carey Saffelle advised that Council approved the proclamation last year. It was agreed to add to the September 25th meeting.

B. Award of Contract for Installation of Influent Pumps at Wastewater Treatment Plant – Purchasing Manager Michelle Campbell advised that a bid opening was held, and the Town received three responses. She explained that the equipment was installed in the 1970's, making parts hard to find. It was agreed to add to the consent agenda of September 25th.

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C. Award of Contract for Benefits Consulting Services - Director of Human Resources Laura McIntosh advised that the Town held a public proposal opening receiving six proposals with Pierce Group Benefits being selected. She noted that the goal was not only to have insurance but to review all the benefits for the employees. She expressed the need for assistance to look at an overall strategy to retain Town employees. She explained that traditionally government work was favorable due to the benefits they offered; however due to the current diverse work force some value the traditional benefits, while others have different values and she wanted to recognize and explore more comprehensive benefits. She advised that Pierce Group Benefits offered a dedicated call center, microsite, benefits website, mobile app, booklet and many more resources including those available for the Human Resources Department to utilize.

It was agreed to add to the consent agenda on September 25th.

D. Proposed Fiscal Year 2024-2025 Budget Calendar – Director of Finance BJ Wilson briefed Council on the budget calendar noting it was very similar to prior years beginning internally in the next month or two. He suggested that the tax rate discussion be placed on the next Liaison Committee meeting agenda since he had not heard anything from the County. He expressed urgency in Council having the tax information before they voted on the tax rates, noting that having the tax rate information early allows Council enough time to review the budget. The calendar was for information only and did not require Council approval.

E. DMV Matching Grants for Police Department and Budget Amendment – Chief of Police Magalis advised that the grants were for traffic safety and Driving Under the Influence (DUI) enforcement in the expected grant amount of $23,000. He reminded Council that this was a matching grant for specific overtime.

It was agreed to place on the consent agenda for September 25th.

New Business

A. Request to Vacate a Portion of Alley between N. Royal Avenue & Virginia Ave – Aaron Hike – Town Manager Joe Waltz explained the request from Aaron Hike [1505 N. Royal Avenue] which was north and east of his property with a total of over 15,00 square feet. He noted that comments had been received from staff and listed in the packet for tonight. He advised that the Town currently had a License and (Fence) Encroachment Agreement with Mr. Hike and a Lease (parking) and License Agreement with his neighbor at 1602 N. Royal Avenue that currently encroached on the alley.

Councilwoman Morris questioned who would be liable if something were to happen on the leased portion of the unimproved alleyway. Town Attorney George if something were to occur in the alleyway it was a liability to the Town. He continued that leasing a public alleyway was not possible because they are to have ingress and egress. Ms. Morris voiced concern with the current [parking] lease since it posed safety issues and after driving by the residence there seemed to be plenty of off-street parking.

During the meeting, Clerk of Council Tina Presley emailed Council, Town Attorney and Town Manager a copy of the [parking] lease. There was much discussion as to why the lease was approved. Mr. Sonnett advised that he would have to review the lease but noted that he would have a problem if the lease was solely to accommodate parking. Mayor Cockrell suggested giving Mr. Sonnet time to review the lease. Mr. Waltz suggested moving the issues of the encroachment and the lease to the work session in October since they are within the request of vacation and staff needed time to work it out. Mr. Waltz advised that the next steps were to send out letters to the adjoining property owners notifying them of a public hearing on October 23rd, noting that there will be more discussion on the 2nd.

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Council questioned the request of Town property in front of Mr. Hike's property. Mr. Waltz advised that it was an unusual piece of property that currently had overhead utilities. There was concern pertaining to the canoe business at the former VFW site and the installation of sidewalks. It was confirmed that the road was not good for sidewalks. Councilman Ingram suggested waiting to hear from the public and find out more information on the other issues.

Councilwoman DeDomenico-Payne questioned the encroachment and if it was a possession of land. Mr. Sonnet advised that public land cannot be acquired by encroachment and therefore the property owner does not acquire a title to use the land. It was agreed to bring back to the October 2nd work session.

CLOSED MEETING

Councilwoman Morris moved seconded by Councilman Ingram that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purposes: 1) pursuant to §2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, more specifically, the Clerk of Council, Planning Commission and FREDA; and, 2) pursuant to Section 2.2-3711(A)(7) of the Code of Virginia, consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, more specifically, Town of Front Royal v. Front Royal Warren County EDA, et al

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

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

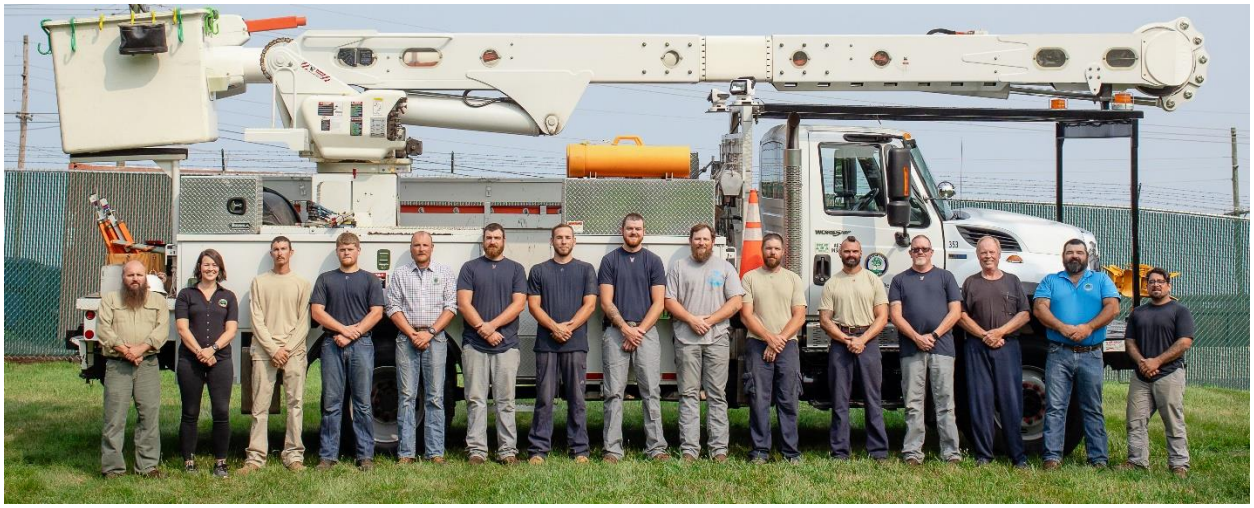
Councilwoman Morris left meeting between 9:30pm – 9:33pm.
Councilwoman Morris left meeting at 9:50pm for the night.

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – Councilwoman Morris
Abstain – N/A ROLL CALL

Adjourned at 10:10pm Approved by Town Council

Date: ----------

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Public Power Week 2023 - PROCLAMATION

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

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

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

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

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

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

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

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

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

APPROVED: _____
Lori A. Cockrell, Mayor

Attest:_____
Tina L. Presley, Clerk of Council

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

COPY

RECOGNITION OF SERVICE AND APPRECIATION

Presented to

DARRYL G. MERCHANT
FRONT ROYAL PLANNING COMMISSION

JUNE 2018 – AUGUST 2023

Recognized for his five (5) years of dedicated service assisting in overseeing community growth and development to improve the quality of life for all our citizens.

MAYOR AND TOWN COUNCIL
TOWN OF FRONT ROYAL, VIRGINIA

Presented this 25th day of September 2023

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 *fax:* 312.977.4806

7/24/2023

Joe Waltz
Manager
Town of Front Royal, Virginia

Dear Joe:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended June 30, 2022 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,



Michele Mark Levine
Director, Technical Services

GOVERNMENT FINANCE OFFICERS ASSOCIATION

NEWS RELEASE

FOR IMMEDIATE RELEASE

7/24/2023

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **Town of Front Royal** for its annual comprehensive financial report for the fiscal year ended June 30, 2022. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.

Regular Council Meeting Agenda Statement

Item # 07A

Meeting Date: September 25, 2023

Agenda Item: An Ordinance to Amend Town Code §175-3 Definitions and §175-110.5 Performance Standards for Urban Agriculture Pertaining to Chickens in Town Limits

Summary: Council is requested to approve an ordinance to amend Town Code §175-3 Definitions and §175-110.5 Performance Standards for Urban Agriculture pertaining to chickens in Town limits as presented. The ordinance, if approved, would permit and increase the number of chickens in Town limits from six (6) to (10) based on square footage of coop and run space. On June 26th Council approved the referral of the proposed ordinance amendments to the Planning Commission for their recommendation.

Budget/Funding: None

Meetings: Work Sessions held June 12 and September 5, 2023. Council Consent Agenda on June 26th to refer to the Planning Commission for a recommendation.

Proposed Motion: I move that Council approve ordinance amendments to Town Code §175-3 Definitions and §175-110.5 Performance Standards for Urban Agriculture pertaining to chickens in Town limits, as presented.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

AN ORDINANCE AMENDMENT TO FRONT ROYAL TOWN CODE §175-110.5 TO ALLOW UP TO TEN (10) CHICKENS IN TOWN LIITS BASED ON SQUARE FOOTAGE OF COOP AND RUN SPACE

175-3 DEFINITIONS

AGRICULTURE, URBAN (Urban Agriculture) – An umbrella term that describes a range of food growing practices conducted as an accessory use in residential districts that may include the raising of crops, horticulture, aquaculture, hydroponics, forestry, gardening, apiculture, and both livestock and fowl keeping, subject to compliance with the regulations of Section 175-110.5.

175-110.5 PERFORMANCE STANDARDS FOR URBAN AGRICULTURE

Urban Agriculture, as defined under Section 175-3 of this Chapter, shall comply with the following performance standards.

A. A zoning permit shall be required for the keeping of animals kept in association with urban agriculture. ~~when located on a lot less than 1 acre~~. Such a zoning permit application shall include a management plan that adequately addresses waste disposal, site suitability, setbacks, animal density, biosecurity and health measures, odor control, noise control, appearance, and maintenance. The management plan shall be reviewed by the Virginia Cooperative Extension Office, or other qualified expert, nonprofit organization or government entity. Conditions of approval or recommendations may be required as part of the zoning permit based on the management plan or other recommendations of the Virginia Cooperative Extension Office, or other qualified expert, nonprofit organization or government entity. The zoning permit shall only be valid for one (1) year; except that, the Zoning Administrator may successively renew the permit in additional one (1) year increments upon expiration without reapplication; provide that, the use remains in compliance with the management plan and otherwise remains lawful.

B. Single family, duplex or two-family dwellings located in residential districts shall be permitted to keep up to ten (10) female chickens (non-crowing hens only), six (6) bee hives, and/or six (6) rabbits.

C. Other types of residential uses, such as townhouses, condominiums, multi-family (apartments), are prohibited from keeping livestock, fowl or bees, except when authorized with a Special Use Permit or Proffer.

D. Commercial and industrial uses, excluding schools, are prohibited from keeping livestock, fowl or bees, except when authorized with a Special Use Permit or Proffer.

E. Roosters, livestock (excluding rabbits), and fowl (excluding hens) are prohibited on lots less than one (1) acre in land area.

F. Pigs are restricted, regardless of lot size, unless a Special Use Permit or Proffer is submitted and approved.

G. Chickens, bees, and rabbits are restricted from the front yard and corner side yard on corner lots.

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H. Chickens and rabbits shall be in compliance with the following:

1. Such animals must be confined in a chicken coop, or rabbit hutch not less than 18 inches in height. The chickens must be kept within the coop and or run and the rabbits in the hutch at all times. No poultry shall be permitted to run at large.

2. The coop must be used for chickens only and the hutch for rabbits only, and both must be well ventilated.

3. The coop or hutch shall have a minimum of four (4) square feet of floor area for each chicken or rabbit.

4. Run space for a coop shall have a minimum of eight (8) square feet for each chicken.

5. The run must be well drained so there is no accumulation of moisture.

6. The coop or hutch shall be kept clean, sanitary, and free from accumulation of animal excrement and objectionable odors. The floor and walls of the coop must be kept in a clean, sanitary and healthful condition, with all dropping and organic waste material removed and disposed of in a proper manner.

7. All feed or other material intended for consumption by chickens or rabbits shall be kept in containers impenetrable by rats or other rodents, and such containers shall be equipped with tightly fitting caps or lids. The presence of rats in an area used for the keeping of **fowl** shall be prima facie evidence that such area is maintained in violation of this section.

I. Chickens coops shall be setback at least ten (10) feet from side and rear property lines. Additional setbacks may be required by the Zoning Administrator if recommended as part of the submitted management plan or review agency recommendation.

J. Any permit issued for Urban Agriculture may be revoked by the Zoning Administrator if such use significantly deviates from the approved zoning permit and/or management plan; or if such use creates a violation of the Town Code, including, but not limited to, an unpermitted expansion, noise violation, unpermitted development activity, or nuisance.

K. The sale of goods or services related to Urban Agriculture is not authorized. ~~except where such sale or services is allowed as a principal use of the property~~. This restriction shall not include the incidental selling or trading with neighbors, family or friends; nor shall it exclude selling produce off-site at farm markets or other venues.

L. The above requirements are considered in addition to all other requirements of the Town Code that may apply.

M. Urban agriculture is not permitted as a principal use of a property; except that, this restriction shall not apply to outdoor gardens.

N. Bee hives must be setback at least ten (10) feet from side and rear property lines, and shall be enclosed on all sides by a fence at least 4 feet in height. A sign between two (2) and four (4) square

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feet shall be clearly located on the fence to communicate that bees are being kept within the enclosure.

O. Harvesting of honey shall take place within an enclosed building.

This ordinance shall be effective upon passage.

APPROVED:

_____
Lori A. Cockrell, Mayor

ATTEST:

_____
Tina L. Presley, Clerk of Council

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

Melissa DeDomenico-Payne	__Yes __No	H. Bruce Rappaport	__Yes __No
Joshua L. Ingram	__Yes __No	Duane R. "Skip" Rogers	__Yes __No
Amber F. Morris	__Yes __No	R. Wayne Sealock	__Yes __No

****

Approved as to Form and Legality:

_____
George M. Sonnett, Jr., Town Attorney Dated: _____

DRAFT

Regular Council Meeting Agenda Statement

Item #07B

Meeting Date: September 25, 2023

Agenda Item: An Ordinance of Conditional Vacation and Sale, Approving the Vacation of Public Rights-of-Way and Authorizing the Disposition and Sale of Publicly Held Real Property of the Conditionally Vacated North Street Extended and a Portion of an Unimproved Alley – Donald McCarty

Summary: Council is requested to approve an Ordinance approving the vacation of public rights-of-way and authorizing the disposition and sale of publicly held real property, to wit, 13,001 square feet of the previously conditionally vacated North Street Extended Terminus south of the intersection of North Street and Orchard Street and 14-foot portion of an unimproved alley adjacent to the southern property boundary to the abutting property owner, Donald McCarty for an amount of $25,000.00.

Budget/Funding: 1000-3410202 General Fund Sale of Town Real Estate

Meetings: Work Session held June 12. Regular Meetings held July 24th (Public Hearing) and August 28th.

Proposed Motion: I move that Council adopt the attached ordinance entitled Ordinance Approving the Conditional Vacation of Public Rights-of-Way in and Sale of Approximately 13,001 Square Feet of Variable Width Alley and Unimproved North Street.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

TOWN COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA

ORDINANCE APPROVING THE CONDITIONAL VACATION OF PUBLIC RIGHTS-OF-WAY IN AND SALE OF APPROXIMATELY 13,001 SQUARE FEET OF VARIABLE WIDTH ALLEY AND UNIMPROVED NORTH STREET

WHEREAS, pursuant to Virginia Code §§15.2-2006 and 15.2-2008, abutting property owner Donald McCarty ("Applicant") applied for the vacation and sale of approximately 13,001 square feet of public rights-of-way, being a portion of a variable width alley and an unimproved portion of North Street as shown on plat of survey prepared Brogan Land Survey, PLC dated March 13, 2023 (copy attached) ("Property"), said plat of survey being incorporated herein by reference; and,

WHEREAS, following notice to affected landowners and a duly advertised public hearing held on July 24, 2023, and upon the report of a duly appointed committee of viewers that no public inconvenience would result from the discontinuance of the rights-of-way and other evidence, Town Council, on August 28, 2023, passed a motion approving Applicant's application to vacate public rights-of-way conditioned upon the purchase of the Property by Applicant within ninety (90) days of approval of the vacation and sale and authorizing the Town Manager to negotiate the sale with the Applicant; and,

WHEREAS, Virginia Code §§15.2-1800 and 15.2-2100 authorize towns to dispose of and sell its real property following a duly advertised public hearing, such public hearing having been held September 25, 2023.

NOW THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by the Town Council of the Town of Front Royal, Virginia, that the action of Council on August 28, 2023 to conditionally vacate the public rights-of-way in the Property is hereby ratified and confirmed, that the sale and conveyance of the Property to the Applicant, Donald McCarty, for the sale price of Twenty-Five Thousand Dollars ($25,000.00) by quit claim deed is hereby approved, with said sum, along with the statutorily prescribed costs and fees of publication and appointment of viewers, to be paid within ninety (90) days hereof, otherwise causing this vacation of public rights-of-way in the Property to be void, with the Town Manager and Town Attorney authorized to execute all necessary documents to effectuate the sale conveyance by quit claim deed and with the Clerk of Council, upon completion of the sale, to cause a certified copy of this Ordinance to be delivered to the Clerk of the

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Circuit Court for filing and recording as necessary to further effectuate this Ordinance.

This ordinance shall be effective upon enactment.

****

APPROVED:

_____
Lori A. Cockrell, Mayor

ATTEST:

_____
Tina L. Presley, Clerk of Council

This Ordinance was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on September 25, 2023, upon the following recorded vote:

Melissa DeDomenico-Payne	__Yes __No	H. Bruce Rappaport	__Yes __No
Joshua L. Ingram	__Yes __No	Duane R. "Skip" Rogers	__Yes __No
Amber F. Morris	__Yes __No	R. Wayne Sealock	__Yes __No

A public hearing on the above was held on September 25, 2023 having been advertised in the Northern Virginia Daily on September 11 and September 18, 2023.

****

Approved as to Form and Legality:

_____
George M. Sonnett, Jr., Town Attorney Dated: _____

DRAFT

Tina Presley

From: staigem@comcast.net
Sent: Friday, July 28, 2023 4:06 PM
To: Tina Presley; Hillary Wilfong
Subject: Application for Vacation Of North Street and Alley From Mr. Donald McCarty

MEMORANDUM

FROM: Viewers Ronald "Jay" Crawford, Staige Miller, Jr., Robert North
TO: Town of Front Royal Council Members
DATE: July 28, 2023
SUBJ: Application for Vacation of a Portion of North Street and Portion of Alley from Mr. Donald McCarty

Applicant has requested Town Council to vacate a portion of North Street located at the intersection of North Street and Orchard Street, and a portion of an alley between Orchard Street and Grand Avenue. Neither of the two properties is improved and is covered by miscellaneous trees and heavy undergrowth. We were made aware that several adjacent property owners objected to the vacation of the alley between Orchard Street and Grand Avenue at the Public Hearing held prior to this viewing.

The viewers visited the site of the proposed vacation on July 28, 2023 to view the portion of North Street and the alley. It was not possible to walk on the properties due to the heavy undergrowth. We noted the following:

1. Town staff noted there are no public utilities in either North Street or the alley.
2. We noted there is one existing storm water catch basin located on Orchard Street, close to the portion of North Street proposed for vacation. The size of the existed piping is not known by the viewers.
3. We also noted there is one existing fire hydrant close to the existing storm water catch basin.
4. Neither the portion of North Street and the alley requested to be vacated is currently in use by anyone and was covered with miscellaneous trees and heavy undergrowth.

We, the viewers, are in unanimous agreement that the application from Mr. McCarty to vacate a portion of North Street and a portion of the alley between Orchard Street and Grand Avenue be ***APPOVED***.

s/ Ronald "Jay" Crawford
s/ Staige Miller, Jr.
s/ Robert North

2300198

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

RECEIVED
APR 12 2023
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

APPLICANT INFORMATION
(please print)

Name Donald McCarty

Mailing Address 12425 Chapel Rd
Clifton, VA 20124

Phone # 703-407-7559 **E-mail** jay1mccarty@G-mail.com

VACATION INFORMATION

Description (please select all that apply)
- ☒ **Street/Portion of Street**
- ☐ **Alley/Portion of Alley**
- ☐ **Other** *(please specify)* ~~40' x 100' (dimensions noted on plat in yellow)~~ Southern portion of vacate N. St (entire area) a variable width alley lying totaling 13,601 SF as shown on survey of a variable width alley + the unimproved portion of N. St.

Location ~~North Street extended terminus at intersection of North Street and Orchard Street~~ see attached plat

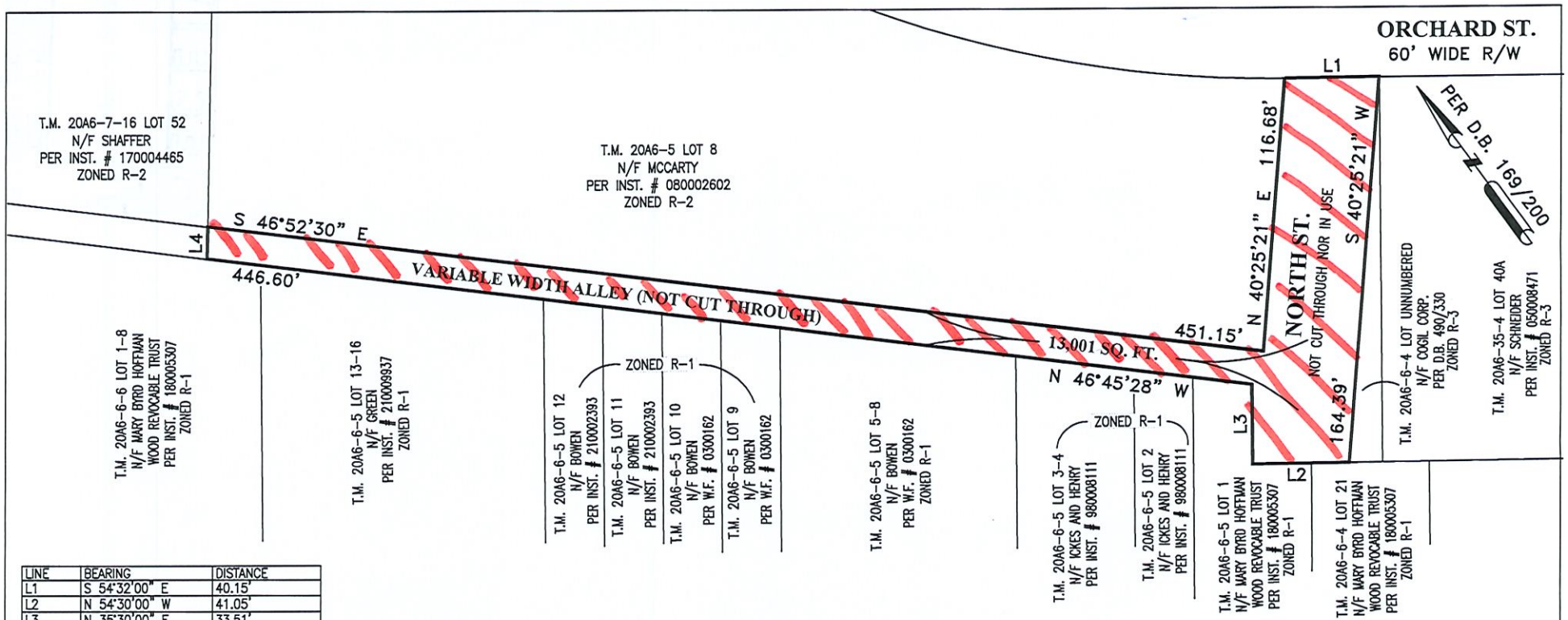
Reason for request ~~Side yard expansion~~ increase the area of parcel to be developed which fronts Orchard St.

☑ **Current Plat Attached Showing Property to be Vacated** highlighted in Orange

Applicant's Signature Donald McCarty **Date** 5/10/22

Completed application shall be returned by mail or delivery to:
Town Manager's Office, Town Hall, 102 E. Main Street, P.O. Box 1560, Front Royal, VA 22630
Additional Information: Town Manager's Office (540)635-8007, Monday-Friday, 8:00am – 5:00pm

Revised 8/5/2020



LINE	BEARING	DISTANCE
L1	S 54°32'00" E	40.15'
L2	N 54°30'00" W	41.05'
L3	N 35°30'00" E	33.51'
L4	N 37°01'55" E	13.70'

NO TITLE REPORT FURNISHED TO THIS OFFICE.
SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

PLAT REF: D.B. 22 PAGE 228.

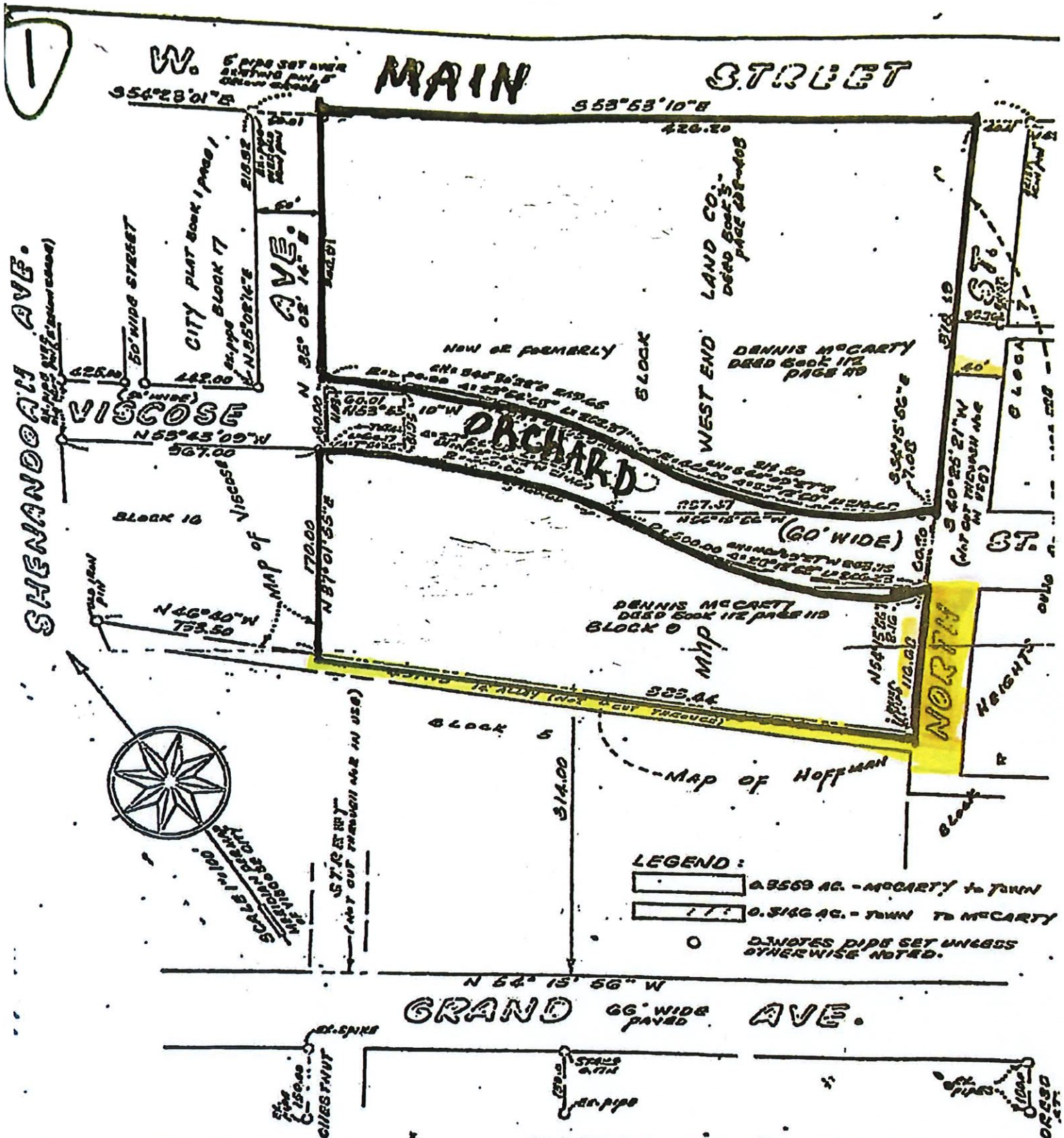
SURVEY OF A PORTION OF VARIABLE WIDTH ALLEY AND UNIMPROVED PORTION OF NORTH ST. PER PLAT OF HOFFMAN HEIGHTS SUBDIVISION RECORDED IN D.B. 22 PAGE 228

FORK MAGISTERIAL DISTRICT
TOWN OF FRONT ROYAL
WARREN COUNTY, VA.

0 50 100
SCALE 1" = 50'

PREPARED BY:
BROGAN LAND SURVEYING, PLC
P.O. BOX 1578
FRONT ROYAL, VA. 22630-0034
TEL. & FAX (540) 635-5657
MARCH 13, 2023

COMMONWEALTH OF VIRGINIA
JOSEPH G. BROGAN, JR.
Lic No. 3209
LAND SURVEYOR



RE-ALIGNMENT OF, AND THE VACATING OF A PORTION OF ORCHARD STREET AS SHOWN ON THE MAP OF WEST END LAND CO.

TOWN OF FRONT ROYAL, VA.

PREPARED BY
JOSEPH G. BROGAN, SR., C.L.S.
BOX 1578, FRONT ROYAL, VA.
JULY 2, 1968

APPROVAL OF FRONT ROYAL PLAN. COMM.

SEC.

15 July, 1968 DATE

FRONT ROYAL TOWN COUNCIL

MAYOR

CLERK

PUBLIC WORKS COMMENTS FROM ROBBIE BOYER:

Notes

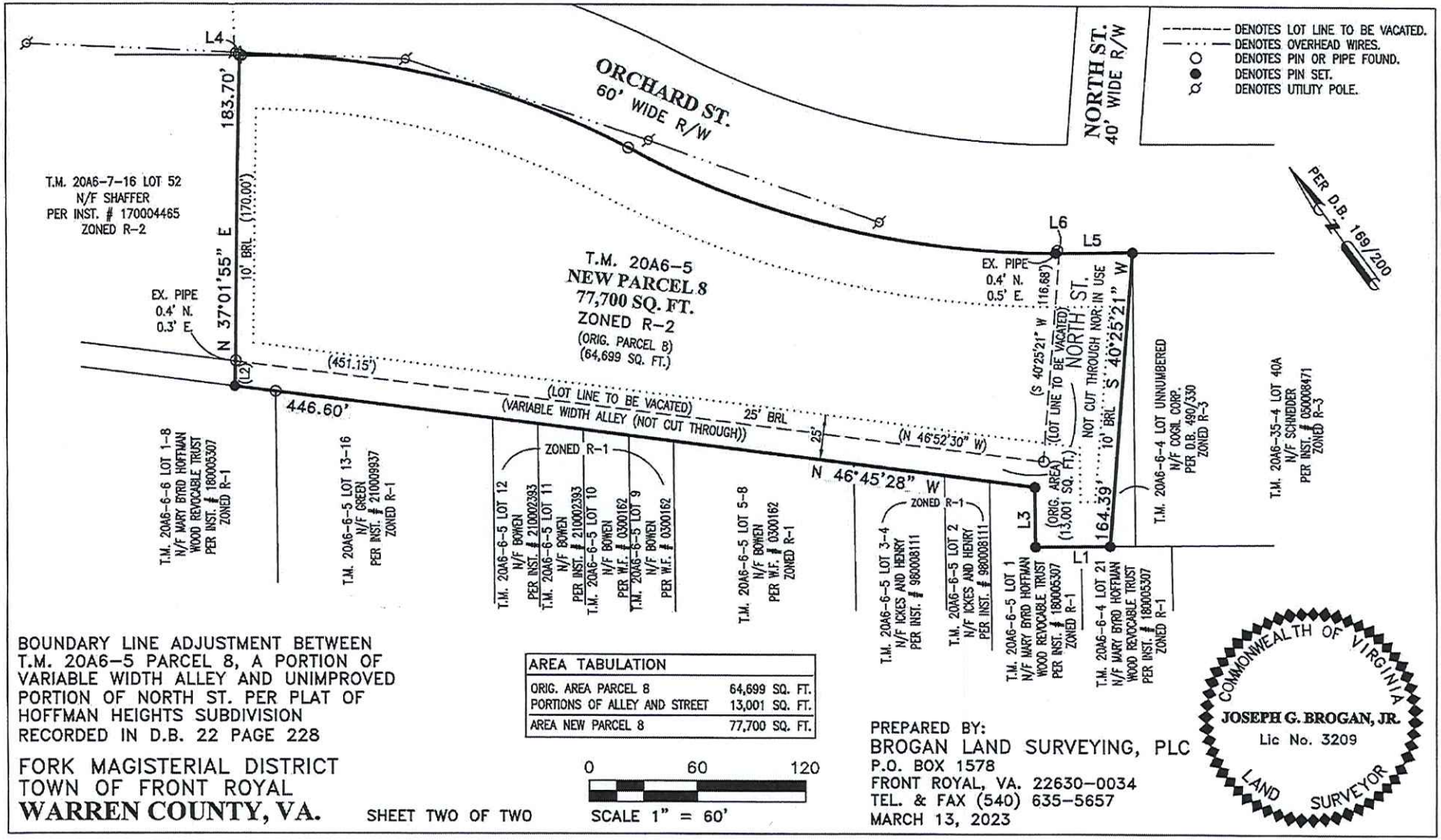
	Date	Entered By	Note	
✎	04/26/2023	Boyer, Robert B.	Public Works has reviewed the vacation request, there's no utilities located in either of these areas. Both areas are grown up with trees and brush, we don't have any issues with this request at this time.	🗑

ENERGY SERVICE COMMENTS FROM MARY LYNN.

CAREY SAFFELLE HAD NO COMMENT.

Notes

	Date	Entered By	Note	
✎	04/28/2023	Lynn, Mary	There are no concerns from the Department of Energy Services.	🗑



BOUNDARY LINE ADJUSTMENT BETWEEN T.M. 20A6-5 PARCEL 8, A PORTION OF VARIABLE WIDTH ALLEY AND UNIMPROVED PORTION OF NORTH ST. PER PLAT OF HOFFMAN HEIGHTS SUBDIVISION RECORDED IN D.B. 22 PAGE 228

FORK MAGISTERIAL DISTRICT
TOWN OF FRONT ROYAL
WARREN COUNTY, VA.

SHEET TWO OF TWO

AREA TABULATION	
ORIG. AREA PARCEL 8	64,699 SQ. FT.
PORTIONS OF ALLEY AND STREET	13,001 SQ. FT.
AREA NEW PARCEL 8	77,700 SQ. FT.

0 60 120

SCALE 1" = 60'

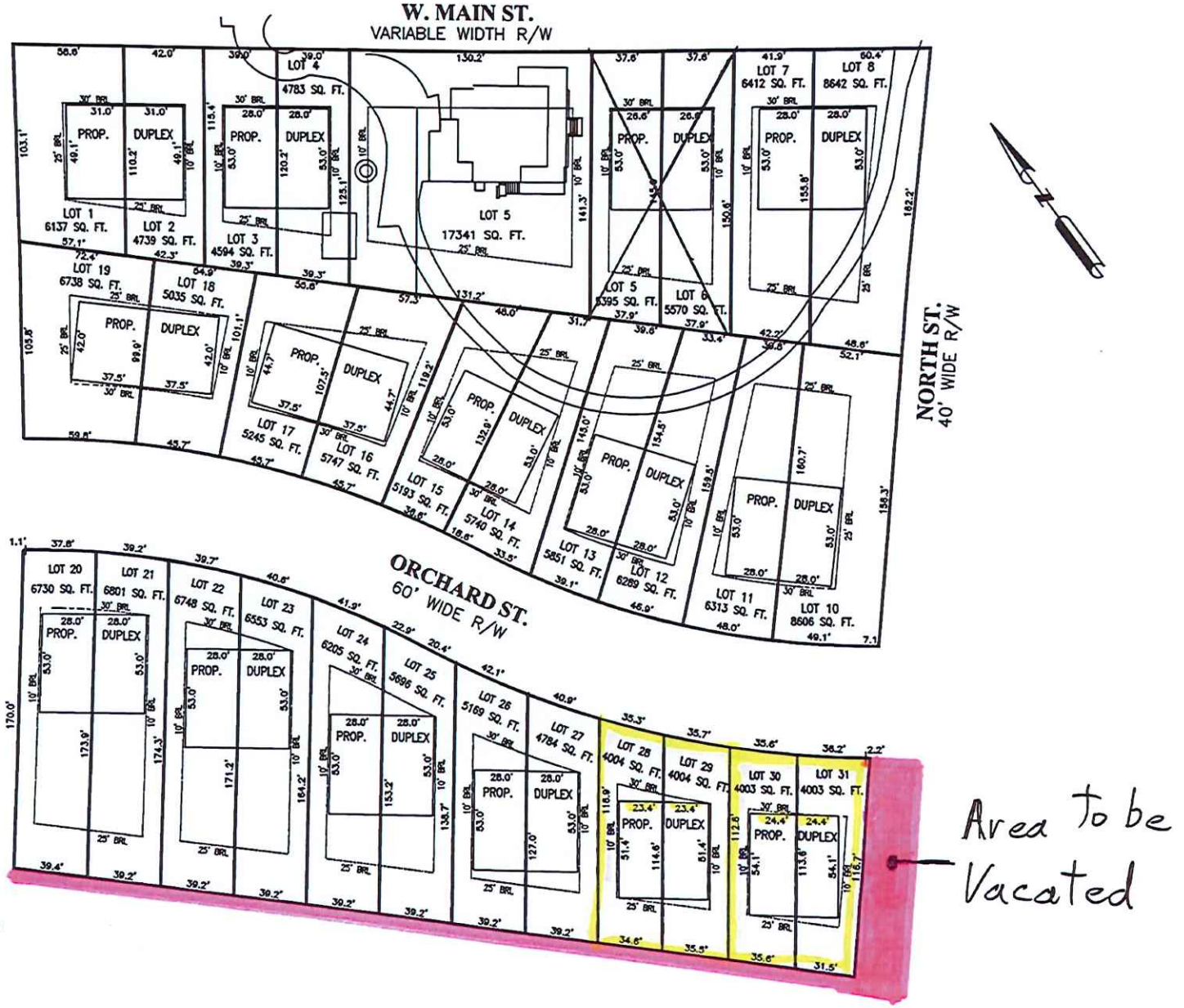
PREPARED BY:
BROGAN LAND SURVEYING, PLC
P.O. BOX 1578
FRONT ROYAL, VA. 22630-0034
TEL. & FAX (540) 635-5657

MARCH 13, 2023

COMMONWEALTH OF VIRGINIA
JOSEPH G. BROGAN, JR.
Lic No. 3209
LAND SURVEYOR

* Draft Plat

6/20/23



R-2 ZONING
SETBACKS:
FRONT 30'
SIDE 10'
REAR 25'
CORNER SIDE 25'

ALL LOTS MUST BE 70' WIDE AND A MINIMUM OF 8,000 SQ. FT., THEY CAN BE FURTHER SUBDIVIDED ALONG PARTY WALL INTO MINIMUM 4000' SQ. FT. LOTS

EACH CORNER LOT MUST FRONT MINIMUM 100' ON BOTH STREETS

0 50 100 150

Area to be Vacated

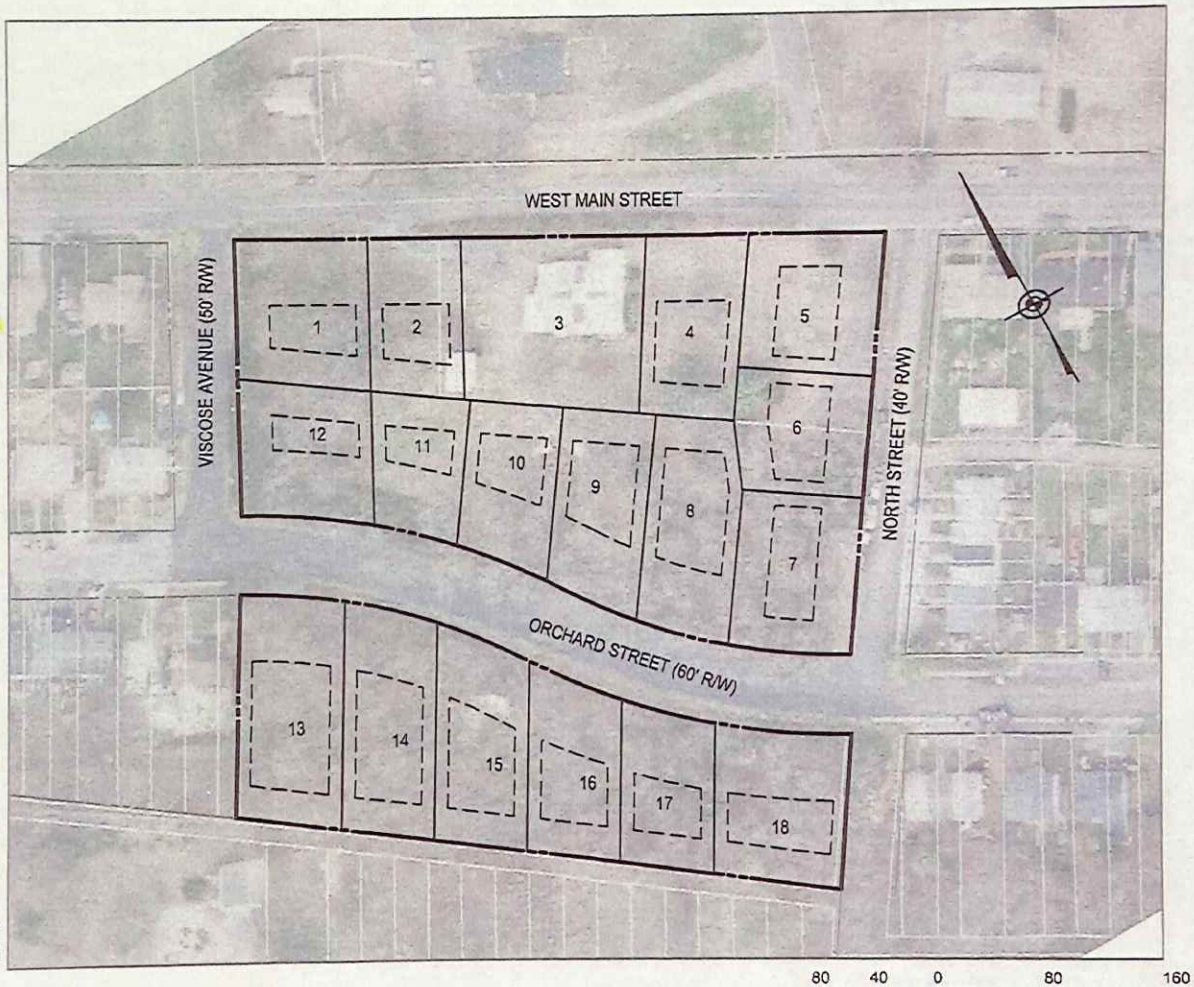
* Draft Plat - Workforce

R-2 ZONING - 18 LOTS =17 Duplex Lots = 34 Dwellings

- MINIMUM LOT SIZE: 8,000 SF
- MINIMUM LOT WIDTH: 70 FT
- MINIMUM CORNER LOT WIDTH: 100 FT
- FRONT YARD:
  - 30 FT FROM ROW > 50 FT
  - 55 FT FROM CENTERLINE FOR ROW < 50 FT
  - HOWEVER, NO BUILDING SETBACK MORE THAN AVERAGE OF ADJOINING STRUCTURES
- SIDE YARD: 10 FT
- SIDE YARD, CORNER LOT STREET: 25 FT
- REAR YARD: 25 FT
- THIS LAYOUT SHOWS THE EXISTING RESIDENCE REMAINING HOWEVER IF IT IS REMOVED 2 ADDITIONAL LOTS COULD BE CREATED.
- DUPLEX STRUCTURES ARE ALSO AN ALLOWED USE AND HAVE THE SAME LOT SIZE AND SETBACKS AS SINGLE FAMILY DETACHED. DUPLEX LOTS CAN BE FURTHER SUBDIVIDED WITH A MINIMUM OF 4,000 SF PER LOT.

UTILITIES AND STORMWATER

- TOWN OWNED PUBLIC UTILITIES (SANITARY SEWER, WATER LINES AND POWER) ARE AVAILABLE IN THE VICINITY OF THE PROPERTY.
- PRIVATE UTILITIES WILL NEED TO BE RESEARCHED AT THE TIME OF SITE PLAN PREPARATION.
- CONCRETE CURB AND GUTTER WILL BE REQUIRED BY THE TOWN ALONG EXISTING ROADS. THIS MAY ALSO INCLUDE EXTENSION OF STORM SEWER LINES AND POTENTIAL OFF-SITE CONNECTIONS.
- STORMWATER QUANTITY AND QUALITY WILL BE REQUIRED TO MEET DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS. QUANTITY DETENTION MEASURES MAY BE REQUIRED ON CERTAIN LOTS. QUALITY FEATURES MAY ALSO BE REQUIRED ON THE LOTS OR THE PURCHASE OF OFF-SITE CREDITS MAY BE UTILIZED TO MEET REQUIREMENTS.

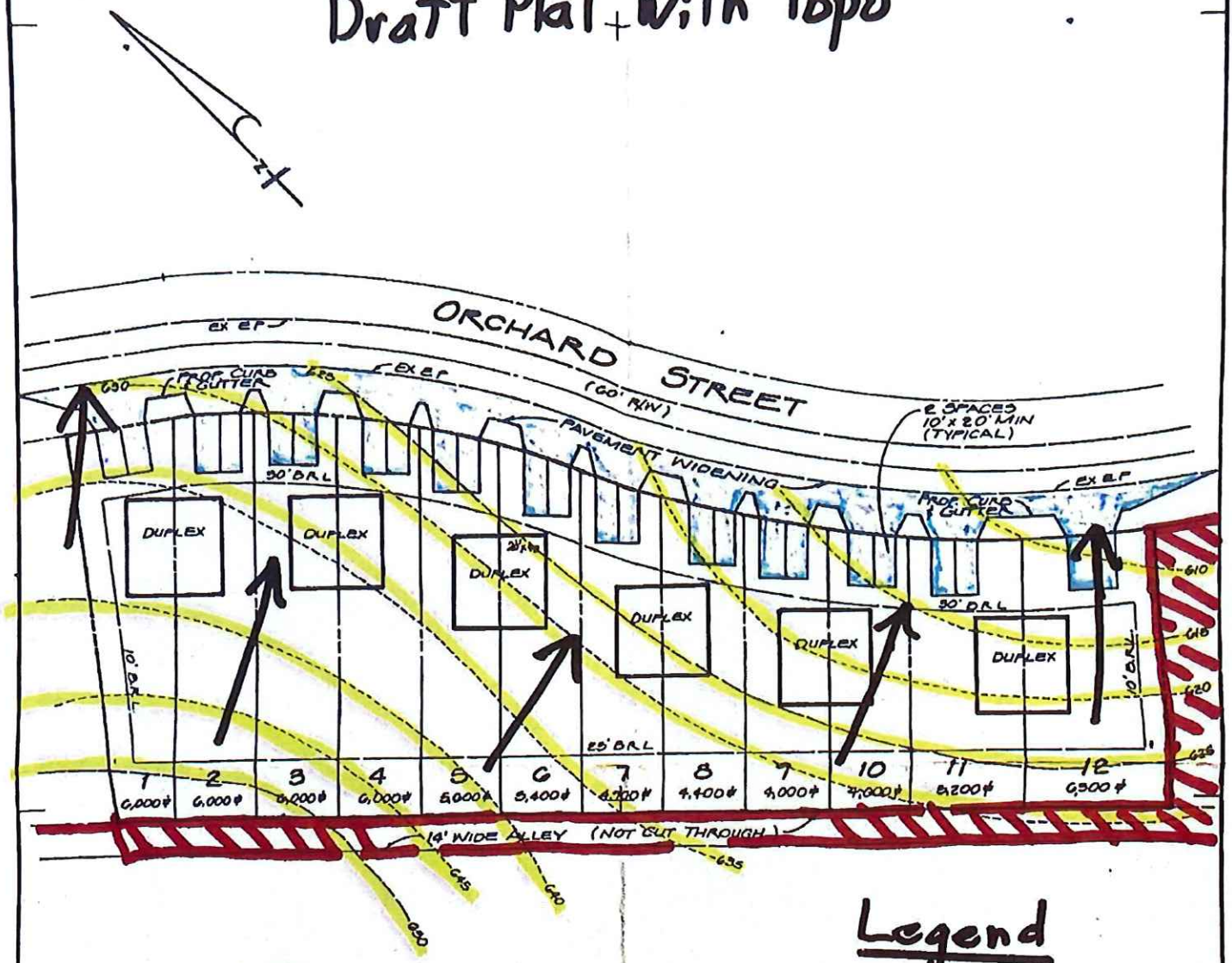


151 Windy Hill Lane
Winchester, Virginia 22602
Telephone: (540) 542-4165
Fax: (540) 722-9538
www.greenwayeng.com
GREENWAY ENGINEERING

SQUIRREL HILL CONCEPTUAL EXHIBIT
R-2 ZONING
TOWN OF FRONT ROYAL, VIRGINIA

DATE:	05/29/2020
SCALE:	1"=80'
DESIGNED BY:	MSS/JMM
JOB NO.	7185
SHEET	1 OF 2

Draft Plat + With Topo



GENERAL NOTES: 1.7 Acres

1. PARCEL AREA = ~~1.77~~ ACRES OR ~~77,166 SQ.~~ FT.
2. EXISTING ZONING: R-2
   DUPLEX PERMITTED BY RIGHT.
3. MINIMUM ZONING REQUIREMENTS:
   (a) MINIMUM LOT AREA - 4,000 SQ. FT.
   (b) MINIMUM LOT WIDTH - 70 FEET
   (c) SET BACKS:
   FRONT - 30 FEET
   SIDE - 10 FEET
   REAR - 25 FEET
   (d) COVERAGE - 35%
   (e) HEIGHT - 35 FEET MAXIMUM
   (f) PARKING - 2 SPACES PER DWELLING UNIT

Legend

= Topo 5' Interval

= Slope Direction

= Proposed Vacate Area

DUPLEX PLAN
12 UNITS

GRAPHIC SCALE 1"=30'

DATE	BY	REVISION

PRELIMINARY STUDY PLAN

McCARTY PROPERTY
ORCHARD STREET
TOWN OF FRONT ROYAL, VIRGINIA

SCALE: 1"=30' JULY 25, 1992

Ross, France & Ratliff, Ltd.
CIVIL ENGINEERING & LAND SURVEYING
8802 DUDLEY ROAD
MANASSAS, VIRGINIA 22110
(703) 361-4188 FAX (703) 361-8353

COMP CER | DWN CC | CHK:

SHEET OF

Regular Council Meeting Consent Agenda Statement

Item # 10A

Meeting Date: September 25, 2023

Agenda Item: Bid for 500kVA Three Phased Pad-Mounted Transformer

Summary: Council is requested to approve the bid from Jerry's Electric, Inc., of Colman, SD, in the amount of $28,425.00 for the purchase of a remanufactured 500 kVA Three-Phase Pad-Mounted Transformer for the Shell EV Charger Installation Project.

Budget/Funding: The Town will be reimbursed by the customer for the funding and is currently available in line item:

9401-47502	Line Extensions	$28,425.00

Meetings: Work Session held September 5, 2023

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 bid from Jerry's Electric, Inc., of Colman, SD, in the amount of $28,425.00 for the purchase of a Remanufactured 500 kVA Three-Phase Pad-Mounted Transformer for the Shell EV Charger Installation Project

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

Town of Front Royal
Department of Energy Services
P.O. Box 1560
Front Royal, Virginia 22630-1560
(540) 635-3027 Fax: (540) 631-3620
"Powering the community since 1894"

Memo

To:	The Purchasing Department
From:	Carey Saffelle, Director of Energy Services
Date:	August 24, 2023
Re:	Three-Phase Pad-Mounted Transformer Purchase Recommendation

---

The Department of Energy Services received two bids for the purchase of a – Remanufactured 500kVA, Three-Phase, Pad-Mounted Transformer for the Shell EV Charger Installation Project.

1. Jerrys Electric - $28,425.00
2. Larson - $71,116.36

We recommend awarding the bid to Jerry's Electric.

Funds for this purchase, which will be reimbursed to the Town by the customer, are currently available in 9401-47502 Line Extensions.

Thank you,

Carey Saffelle
Director of Energy Services
Town of Front Royal

VENDOR SPREAD SHEET

Town of Front Royal, VA

Bid Tabulation Summary
IFB #24-2023 500 kVA 3-PH Pad-Mounted Transformer, Remanufactured
Bid Opening Date: 8/24/2023
Opening Time: 1:00 PM

Description	Jerry's Electric, Inc. Colman, SD	Larson Electronics LLC Kemp, TX
	LUMP SUM	LUMP SUM
500 kVA 3-PH Pad-Mounted Transformer, Remanufactured	$28,425.00	$71,116.36

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

Prepared by: Michelle Campbell, Purchasing Manager

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

Regular Council Meeting Consent Agenda Statement

Item # 10B

Meeting Date: September 25, 2023

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

Summary: Council is requested to award a contract to Johnston Construction Company in the amount of $959,401.00 for the installation of influent pumps at the Wastewater Treatment Plant (WWTP). The current influent pumps were installed in the 1970's. The Town ordered the new influent pumps in November 2022, which have now been delivered and ready to be installed.

Budget/Funding: The Town has funds set aside in the amount of $481,781.34 on purchase order number 30804, line item 9801-R47009 for the influent pump project. Staff recommends reallocating and using additional funds as follows from:

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

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

Meetings: Work Session held September 11, 2023

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 award of a contract to Johnston Construction Company in the amount of $959,401.00 for the installation of influent pumps at the Wastewater Treatment Plant.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

Town of Front Royal
Public Works

MEMORANDUM

TO: **Michelle Campbell, Purchasing Manager**

CC: **B.J. Wilson, Finance Director**

FROM: **Robert B Boyer, Public Works Director**

DATE: **September 1, 2023**

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

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

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

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

Thank You.

Town of Front Royal, VA

IFB #16-2023 UPGRADE OF INFLUENT PUMP STATION AT WWTP
BIDL OPENING DATE: 8/25/2023
BID OPENING TIME: 2:00 PM

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

***DENOTES NON-RESPONSIVE BID**
The VENDOR SPREAD SHEET is generated from the initial, raw information collected. No award decision has been made.

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

Regular Council Meeting Consent Agenda Statement

Item # 10C

Meeting Date: September 25, 2023

Agenda Item: Award of Contract for Benefits Consulting Services

Summary: Council is requested to award a contract to Pierce Group Benefits., of Holly Springs, NC, in the amount of $10,000 per year.

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

1202-43002	Professional Services	$10,000.00

Meetings: Work Session held September 11, 2023

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 award of a contract to Pierce Group Benefits., of Holly Springs, NC, in the amount of $10,000 per year.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

Town of Front Royal, Virginia

Purchasing, Department of Finance

September 1, 2023

RE: RFP #19-2023 BENEFITS CONSULTING SERVICES

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

Laura McIntosh, Director of Human Resources
& Risk Management

Kayla Thomas, Senior Human Resources Analyst

Joseph E. Waltz, Town Manager

COPY

Scope of Services and Cost

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

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

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

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

PIERCE GROUP BENEFITS

Scope of
Services and Cost

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



PIERCE GROUP BENEFITS

RFP #19-2023 BENEFITS CONSULTING SERVICES
Score Card Tabulation

ONEDGITAL

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

PIERCE GROUP

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

MCGRIFF

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

Regular Council Meeting Consent Agenda Statement

Item # 10D

Meeting Date: September 25, 2023

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

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

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

Council is requested to approve the matching grant funding and budget amendment.

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

FY24 Budget Amendment

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

Meetings: Work Session held September 11, 2023

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 Division of Motor Vehicles (DMV) matching grant funds for specific enforcement of speed and impaired driving for overtime costs associated with the selective enforcement efforts in the amount of $23,905.00 (Police Traffic Services/Speed enforcement: $10,605.00 and Alcohol enforcement: $13,300.00). I further move to approve a FY24 budget amendment in the amount of $23,905.00.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

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

HIGHWAY SAFETY GRANT AGREEMENT

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

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

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

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

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

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

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

SIGNATURES OF AUTHORIZED APPROVING OFFICIALS

For Subrecipient:

Jason Ryman Major
Name and Title of Project Director (print)

J.H. Ryman 9.1.2023
Signature Date

Subrecipient's **UEI Number** _____
Does your locality/legal entity expend $750,000 or more annually in total federal funds? *(check one)* ____Yes ____No

Name and Title of Authorized Approving Official (print)

Signature Date

For Virginia Department of Motor Vehicles:

John Saunders
Director, Virginia Highway Safety Office (print)

Signature Date

COPY

DMV

Department of Motor Vehicles

Grant Budget Lines

Date Run: 10-AUG-2023

BPT-2024 - 54093 - 24093 - Front Royal Town **PM: Seppo Karkkainen** **Project Director Initials** JK **Date** 9-1-23

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

COPY

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

STATEMENT OF WORK AND SPECIAL CONDITIONS

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

   a. List Specific Program Elements:

   For October 1, 2023 through December 31, 2023

   Estimated 60 number of overtime hours to be used

   Estimated 0 number of checkpoints

   Estimated 9 number of saturation/individual patrols

   Estimated 0 number of community/public engagement hours

   For January 1, 2024 through March 31, 2024

   Estimated 48 number of overtime hours to be used

   Estimated 0 number of checkpoints

   Estimated 8 number of saturation/individual patrols

   Estimated 0 number of community/public engagement hours

   For April 1, 2024 through June 30, 2024

   Estimated 48 number of overtime hours to be used

   Estimated 0 number of checkpoints

   Estimated 7 number of saturation/individual patrols

   Estimated 0 number of community/public engagement hours

   For July 1, 2024 through September 30, 2024

   Estimated 48 number of overtime hours to be used

   Estimated 0 number of checkpoints

   Estimated 8 number of saturation/individual patrols

   Estimated 8 number of community/public engagement hours

   b. To conduct a minimum of 0 checkpoints and/or 1 saturation/individual patrols during each of the mandatory national Click It or Ticket Campaign period in November 2023 and May 2024. Pre and post survey will be required. Campaign summons data must be entered into TREDS (Traffic Records Electronic Data System).

   c. To conduct a minimum of 0 checkpoints and/or 1 saturation/individual patrols for each of the mandatory national Drive Sober or Get Pulled Over (DSOGPO) Campaigns for Super Bowl, St. Patrick's Day, Fourth of July, December 2023, and August 2024. Campaign summons data must be entered into TREDS.

Project Director _____ (Initial) 9-1-23 (Date)

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

d. To have N/A (number) of sworn officers attend N/A (number) DMV approved traffic safety related training events (e.g., Virginia Highway Safety Summit, Radar Certification Schools, Small Agency Symposium, and other speed/occupant focus safety related training upon approval). The funding must be approved in accordance with the grant budget.

e. Increase number of speed measurement (RADAR and LIDAR, only) devices (as approved in budget) in active use from N/A to N/A. (If approved, all units must be ordered by December 31, 2023, and put in service by March 31, 2024.). The funding must be approved in accordance with the grant budget.

2. The subrecipient must contribute to the overall State Highway Safety Plan goals.

a. **POLICE TRAFFIC SERVICES**

STATEWIDE GOAL:

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

AGENCY GOAL:

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

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

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

☐ To maintain **0** highway safety related fatalities.

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

b. Subrecipient must participate in mandatory national Drive Sober or Get Pulled Over (DSOGPO) Campaigns for Super Bowl, St. Patrick's Day, Fourth of July, December 2023 and August 2024 and enter selective enforcement data electronically through TREDS.

c. Subrecipient must participate in the national Click It or Ticket (CIOT) activities (November 2023 and May 2024) to include completion of the pre and post seatbelt surveys and submit selective enforcement and survey data electronically through TREDS.

d. BASED ON **ALL HIGHWAY SAFETY RELATED** CRASH DATA (using crash data from VAHSO or other approved local crash information):

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

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

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

Project Director _____ 9-1-23
Initial Date

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

e. Monitor agency goal and statewide goal quarterly to determine if project efforts are being effective or if adjustments are needed. If adjustments are needed to address the current needs, contact assigned Project Monitor.

f. Enforcement is to be conducted using data-identifying problem locations.

g. Grant-funded equipment must be ordered by December 31, 2023 and put in service by March 31, 2024. Documentation concerning use must be maintained. Must be approved funding in the grant budget.

h. Reimbursement vouchers will be submitted _____ monthly or __X__ quarterly. Only check one option and this option will be effective for the entire FY2024 grant year.

i. If locality has been identified as one of the top 20 jurisdictions for 2022 fatalities must increase education, enforcement, and outreach efforts.

j. Subrecipient must conduct public participation and engagement (PPE) with an affected local community based on data identification of the highway safety problem (who, what, where, and why) throughout the grant year. The PPE must actively engage the public for the data identified focus area(s) by way of community events, social media feedback, community meetings, survey, focus group, etc. to obtain the public's meaningful feedback on the highway safety focus area.

The feedback must be documented in the monitoring report (TSS 14-A), used in programming of the project, and the impact and use of feedback must be documented in the monitoring report (TSS 14-A). At least one PPE opportunity must be completed by September 30, 2024.

k. To assist with educational highway safety messaging with posting at least __1__ highway safety message(s) per quarter on social media platform(s), agency website, local business, community organizations, etc.

l. Subrecipient must submit a completed monitoring report (TSS 14-A) to their DMV Project Monitor by specific assigned quarterly dates of January 31, April 30, July 31, and November 5, 2024.

m. Subrecipient must attend all mandatory DMV grant-related trainings.

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Project Director _____ Initial 9-1-23 Date

HIGHWAY SAFETY GRANT AGREEMENT
GENERAL TERMS AND CONDITIONS

1. Purpose and Background. The Virginia Department of Motor Vehicles ("Department") is awarding this grant to support the implementation of highway safety projects by State, local, non-profit, and higher education partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the Federal program areas under 23 U.S.C. (United States Code), Chapter 4: Highway Safety and 23 U.S.C. 154 (Section 154).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Article 1. COMPLIANCE WITH LAWS

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

Article 2. STANDARD ASSURANCES

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

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

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

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

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

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

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

G. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.

H. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

Article 3. GRANT AWARD COMPENSATION

A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to Subrecipient.

B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.

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

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

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

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

E. For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 Travel costs). Refer to § 200.444 for more information on unallowable general costs of government.

F. Per 2 CFR § 200.430 the rate law enforcement agencies pay for grant-funded overtime enforcement activities must be the same as the rate they pay for agency-funded overtime enforcement. Compensation must be paid in a manner consistent with the written policies of the employing entity, as long as it does not contradict 2 CFR Part 200.

G. Payment of costs incurred under the Grant Agreement is further governed by 2 CFR Part 200 and 2 CFR Part 1201.

H. For nonprofit organizations, Subrecipient must provide the most recent Form 990 (Return of Organization Exempt for Income Tax) submitted to IRS. Subrecipient must provide documentation of yearly salary or hourly pay and any other compensation, including fringe benefits, for each employee/position for which Subrecipient seeks reimbursement. Documentation of pay must be provided through a certified letter from the organization's Board Chair or President. Form 990 and the certified letter must be submitted with Subrecipient's signed Grant Agreement. Requests for compensation for pay raises, bonuses, and staff changes must be made in writing via email to the Department. The Department will review such requests and determine approval for reimbursement. The Department reserves the right to deny increased reimbursement for raises, bonuses, and staff changes.

I. Subrecipient may request an Indirect Cost Rate for grants that are not enforcement related. Subrecipient must submit a copy of their Federally negotiated indirect cost rate. A non-federal Subrecipient that does not have a current Federally negotiated indirect cost rate, may submit a letter requesting a de minimis indirect cost rate of 10% of modified total direct costs which may be used indefinitely (2 CFR § 200.414(f)). Payment for indirect costs will not be made until the aforementioned documents have been received by the Department.

Indirect cost references and information can be found in various parts of 2 CFR Part 200.

J. Subrecipient will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before Subrecipient can demonstrate that funds for the corresponding portion of the matching requirement have been received by Subrecipient. **A match report and supporting documentation must be submitted with each reimbursement voucher; Subrecipient must also keep documentation related to matching funds in their project file.**

K. Subrecipient agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Policy and Procedures Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. Subrecipient agrees to submit the final

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

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

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

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

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

Article 4. LIMITATION OF LIABILITY

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

Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT

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

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

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

Article 6. ADDITIONAL WORK AND CHANGES IN WORK

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

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

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

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

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

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

Article 7. REPORTING AND NOTIFICATIONS

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

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

A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subrecipient personnel that will materially affect Subrecipient's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or Federal assistance needed to resolve the situation.

B. Favorable developments or events that enable Subrecipient to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

Article 8. RECORDS

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

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

Article 9. CONFIDENTIALITY

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

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

Article 10. INDEMNIFICATION

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

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

Article 11. DISPUTES AND REMEDIES

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

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

Article 12. SUSPENSION OR TERMINATION

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

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

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

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

Article 13. SUBCONTRACTS

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

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

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

Article 14. NONCOLLUSION

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

Article 15. SUBRECIPIENT'S RESOURCES

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

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

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

Article 16. SUBRECIPIENT SEAT BELT USE

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

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

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

Article 18. PROCUREMENT AND PROPERTY MANAGEMENT

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

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

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Article 19. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

Article 20. RESEARCH ON HUMAN SUBJECTS

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

Article 21. ASSIGNMENT

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

Article 22. NONDISCRIMINATION

A. Subrecipient WILL COMPLY WITH ALL Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include, but are not limited to:

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

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

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

B. The Subrecipient entity –

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, gender identity, sexual orientation or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any subrecipients, subgrantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

   "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

   a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
   b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
   c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
   d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
   e. To insert this clause, including paragraphs a through d, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program."

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

Article 23. DRUG-FREE WORKPLACE

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

Article 24. BUY AMERICA ACT

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

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

Article 25. DISADVANTAGED BUSINESS ENTERPRISE

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

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

B. Subrecipient and any subcontractor shall not discriminate on the basis of race, color, national origin, sex, disability, or age in the award and performance of agreements funded in whole or in part with Federal funds.

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

Article 26. DEBARMENT AND SUSPENSION

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in covered transactions by any State or Federal department or agency or otherwise excluded by any Federal or State department or agency;

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2. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a Federal, State, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
4. Have not, within a three-year period preceding this Grant Agreement, had one or more Federal, State, or local transactions terminated for cause or default.

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

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

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

E. Subrecipient shall provide immediate written notice to the Department if at any time Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

F. Subrecipient agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

Article 27. POLITICAL ACTIVITY (HATCH ACT)

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

Article 28. FEDERAL LOBBYING CERTIFICATION

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the party to the Grant Agreement shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

Article 29. RESTRICTION ON STATE LOBBYING

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

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

Article 30. INTERPRETATION AND ENFORCEABILITY

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

Article 31. ADDITIONAL PROVISIONS

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

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

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

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

To Subrecipient: _____
_____
_____
_____

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

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Staunton Region **August, 2023**

Front Royal Speed Crash Statistics

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





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

The blue gradient represents the density of all speed crashes.

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9-1-23

Front Royal Speed Crash Statistics

2021 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2022 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2021 Serious Injury Crashes - Calendar Year

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

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

2022 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
LEACH RUN PKWY		1

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

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

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9-1-23

Staunton Region **August, 2023**

Front Royal Unrestrained Crash Statistics

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





● Unrestrained-Related Fatal Interstate Crashes
⊕ Unrestrained-Related Serious Injury Interstate Crashes
● Unrestrained-Related Fatal Non-interstate Crashes
⊙ Unrestrained-Related Serious Injury Non-interstate Crashes

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

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Front Royal Unrestrained Crash Statistics

2021 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2022 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2021 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
LURAY AVE	KILBY DR	1

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

2022 Serious Injury Crashes - Calendar Year

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

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

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

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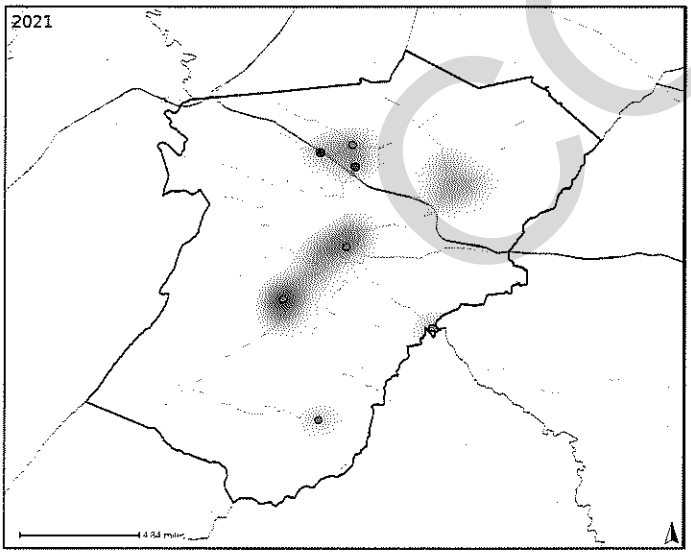
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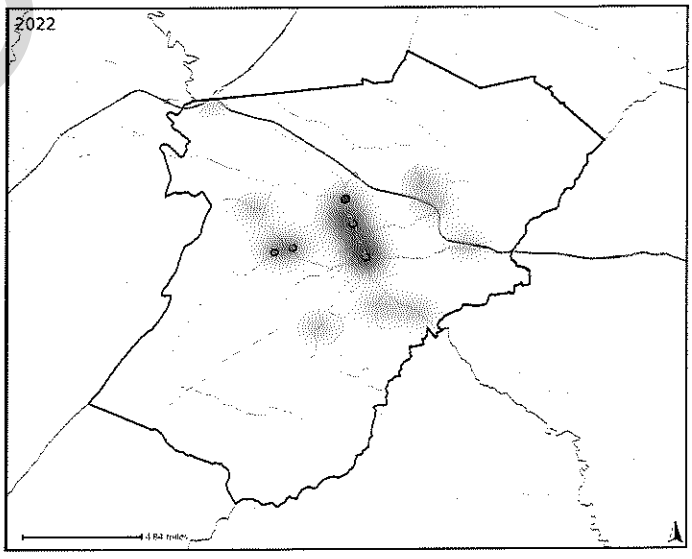
Staunton Region

August, 2023

Warren County Unrestrained Crash Statistics

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





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

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

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Staunton Region

August, 2023

Warren County Unrestrained Crash Statistics

2021 Fatal Crashes - Calendar Year

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

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

2022 Fatal Crashes - Calendar Year

Street	Cross Street	Count
SHENANDOAH AVE	STRASBURG RD	1

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

2021 Serious Injury Crashes - Calendar Year

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

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

2022 Serious Injury Crashes - Calendar Year

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

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

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

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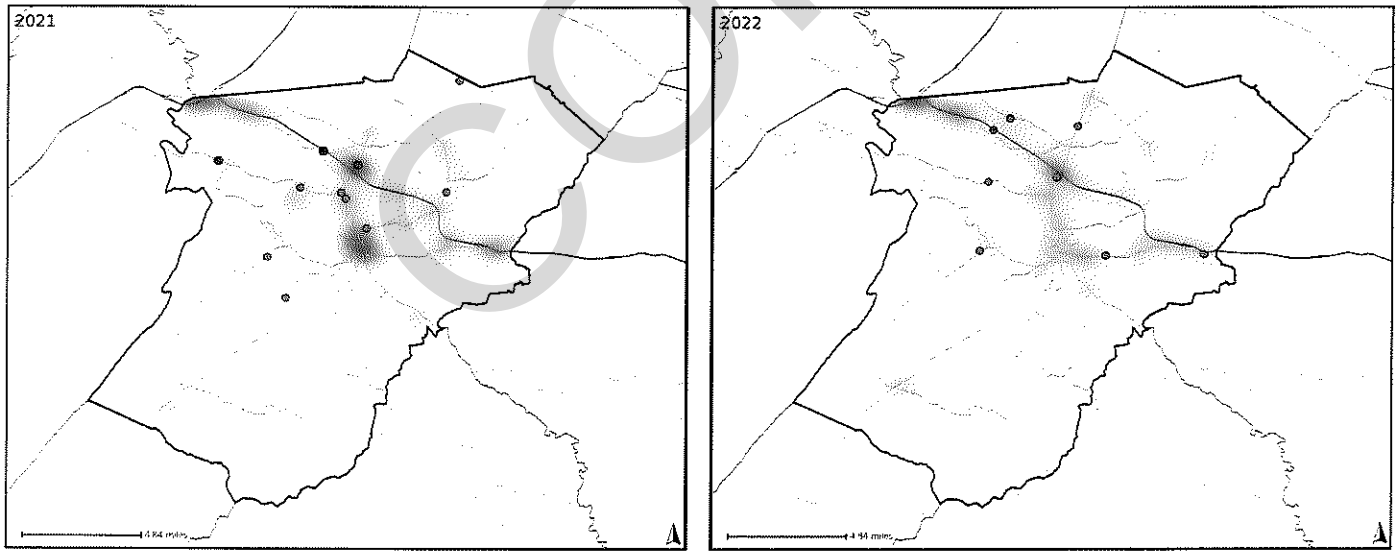
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Staunton Region

August, 2023

Warren County Speed Crash Statistics

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



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

The blue gradient represents the density of all speed crashes.

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Warren County Speed Crash Statistics

2021 Fatal Crashes - Calendar Year

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

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

2022 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2021 Serious Injury Crashes - Calendar Year

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

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

2022 Serious Injury Crashes - Calendar Year

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

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

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

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

HIGHWAY SAFETY GRANT AGREEMENT

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

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

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

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

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

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

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

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SIGNATURES OF AUTHORIZED APPROVING OFFICIALS

For Subrecipient:

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

Signature — Date: 9.1.2023

Subrecipient's **UEI Number** NJVQXJM58JP6

Does your locality/legal entity expend $750,000 or more annually in total federal funds? *(check one)* ____Yes ____No

Name and Title of Authorized Approving Official (print)

Signature — Date

For Virginia Department of Motor Vehicles:

John Saunders
Director, Virginia Highway Safety Office (print)

Signature — Date

Department of Motor Vehicles

Grant Budget Lines

Date Run: 10-AUG-2023

ENF_AL-2024 - 54087 - 24087 - Front Royal Town **PM: Seppo Karkkainen** **Project Director Initials** _____ **Date** 9-1-23

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

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

STATEMENT OF WORK AND SPECIAL CONDITIONS

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

   a. List Specific Program Elements:

   For October 1, 2023 through December 31, 2023

   Estimated 66 number of overtime hours to be used

   Estimated 0 number of checkpoints

   Estimated 8 number of saturation/individual patrols

   For January 1, 2024 through March 31, 2024

   Estimated 60 number of overtime hours to be used

   Estimated 0 number of checkpoints

   Estimated 8 number of saturation/individual patrols

   For April 1, 2024 through June 30, 2024

   Estimated 62 number of overtime hours to be used

   Estimated 0 number of checkpoints

   Estimated 8 number of saturation/individual patrols

   For July 1, 2024 through September 30, 2024

   Estimated 62 number of overtime hours to be used

   Estimated 0 number of checkpoints

   Estimated 8 number of saturation/individual patrols

   b. To conduct a minimum of 0 checkpoints and/or 1 saturation/individual patrols during each of the mandatory national Click It or Ticket Campaign period in November 2023 and May 2024. Pre and post survey will be required. Campaign summons data must be entered into TREDS (Traffic Records Electronic Data System).

   c. To conduct a minimum of 0 checkpoints and/or 1 saturation/individual patrols for each of the mandatory national Drive Sober or Get Pulled Over (DSOGPO) Campaigns for Super Bowl, St. Patrick's Day, Fourth of July, December 2023 and August 2024. Campaign summons data must be entered into TREDS.

Project Director _____ (Initial) 9-1-23 (Date)

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HIGHWAY SAFETY GRANT AGREEMENT
GENERAL TERMS AND CONDITIONS

1. Purpose and Background. The Virginia Department of Motor Vehicles ("Department") is awarding this grant to support the implementation of highway safety projects by State, local, non-profit, and higher education partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the Federal program areas under 23 U.S.C. (United States Code), Chapter 4: Highway Safety and 23 U.S.C. 154 (Section 154).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Article 1. COMPLIANCE WITH LAWS

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

Article 2. STANDARD ASSURANCES

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

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

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

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

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

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

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

G. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.

H. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

Article 3. GRANT AWARD COMPENSATION

A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to Subrecipient.

B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.

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

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

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

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

E. For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 Travel costs). Refer to § 200.444 for more information on unallowable general costs of government.

F. Per 2 CFR § 200.430 the rate law enforcement agencies pay for grant-funded overtime enforcement activities must be the same as the rate they pay for agency-funded overtime enforcement. Compensation must be paid in a manner consistent with the written policies of the employing entity, as long as it does not contradict 2 CFR Part 200.

G. Payment of costs incurred under the Grant Agreement is further governed by 2 CFR Part 200 and 2 CFR Part 1201.

H. For nonprofit organizations, Subrecipient must provide the most recent Form 990 (Return of Organization Exempt for Income Tax) submitted to IRS. Subrecipient must provide documentation of yearly salary or hourly pay and any other compensation, including fringe benefits, for each employee/position for which Subrecipient seeks reimbursement. Documentation of pay must be provided through a certified letter from the organization's Board Chair or President. Form 990 and the certified letter must be submitted with Subrecipient's signed Grant Agreement. Requests for compensation for pay raises, bonuses, and staff changes must be made in writing via email to the Department. The Department will review such requests and determine approval for reimbursement. The Department reserves the right to deny increased reimbursement for raises, bonuses, and staff changes.

I. Subrecipient may request an Indirect Cost Rate for grants that are not enforcement related. Subrecipient must submit a copy of their Federally negotiated indirect cost rate. A non-federal Subrecipient that does not have a current Federally negotiated indirect cost rate, may submit a letter requesting a de minimis indirect cost rate of 10% of modified total direct costs which may be used indefinitely (2 CFR § 200.414(f)). Payment for indirect costs will not be made until the aforementioned documents have been received by the Department.

Indirect cost references and information can be found in various parts of 2 CFR Part 200.

J. Subrecipient will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before Subrecipient can demonstrate that funds for the corresponding portion of the matching requirement have been received by Subrecipient. **A match report and supporting documentation must be submitted with each reimbursement voucher; Subrecipient must also keep documentation related to matching funds in their project file.**

K. Subrecipient agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Policy and Procedures Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. Subrecipient agrees to submit the final

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

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

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

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

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

Article 4. LIMITATION OF LIABILITY

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

Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT

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

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

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

Article 6. ADDITIONAL WORK AND CHANGES IN WORK

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

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

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

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

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

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

Article 7. REPORTING AND NOTIFICATIONS

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

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

A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subrecipient personnel that will materially affect Subrecipient's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or Federal assistance needed to resolve the situation.

B. Favorable developments or events that enable Subrecipient to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

Article 8. RECORDS

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

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

Article 9. CONFIDENTIALITY

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

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

Article 10. INDEMNIFICATION

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

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

Article 11. DISPUTES AND REMEDIES

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

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

Article 12. SUSPENSION OR TERMINATION

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

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

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

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

Article 13. SUBCONTRACTS

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

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

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

Article 14. NONCOLLUSION

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

Article 15. SUBRECIPIENT'S RESOURCES

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

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

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

Article 16. SUBRECIPIENT SEAT BELT USE

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

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

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

Article 18. PROCUREMENT AND PROPERTY MANAGEMENT

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

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

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Article 19. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

Article 20. RESEARCH ON HUMAN SUBJECTS

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

Article 21. ASSIGNMENT

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

Article 22. NONDISCRIMINATION

A. Subrecipient WILL COMPLY WITH ALL Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include, but are not limited to:

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

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

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

B. The Subrecipient entity –

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, gender identity, sexual orientation or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any subrecipients, subgrantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

   "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

   a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
   b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
   c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
   d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
   e. To insert this clause, including paragraphs a through d, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program."

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

Article 23. DRUG-FREE WORKPLACE

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

Article 24. BUY AMERICA ACT

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

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

Article 25. DISADVANTAGED BUSINESS ENTERPRISE

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

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

B. Subrecipient and any subcontractor shall not discriminate on the basis of race, color, national origin, sex, disability, or age in the award and performance of agreements funded in whole or in part with Federal funds.

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

Article 26. DEBARMENT AND SUSPENSION

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in covered transactions by any State or Federal department or agency or otherwise excluded by any Federal or State department or agency;

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2. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a Federal, State, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
4. Have not, within a three-year period preceding this Grant Agreement, had one or more Federal, State, or local transactions terminated for cause or default.

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

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

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

E. Subrecipient shall provide immediate written notice to the Department if at any time Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

F. Subrecipient agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

Article 27. POLITICAL ACTIVITY (HATCH ACT)

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

Article 28. FEDERAL LOBBYING CERTIFICATION

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the party to the Grant Agreement shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

Article 29. RESTRICTION ON STATE LOBBYING

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

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

Article 30. INTERPRETATION AND ENFORCEABILITY

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

Article 31. ADDITIONAL PROVISIONS

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

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

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

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

To Subrecipient: _____
_____
_____
_____

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

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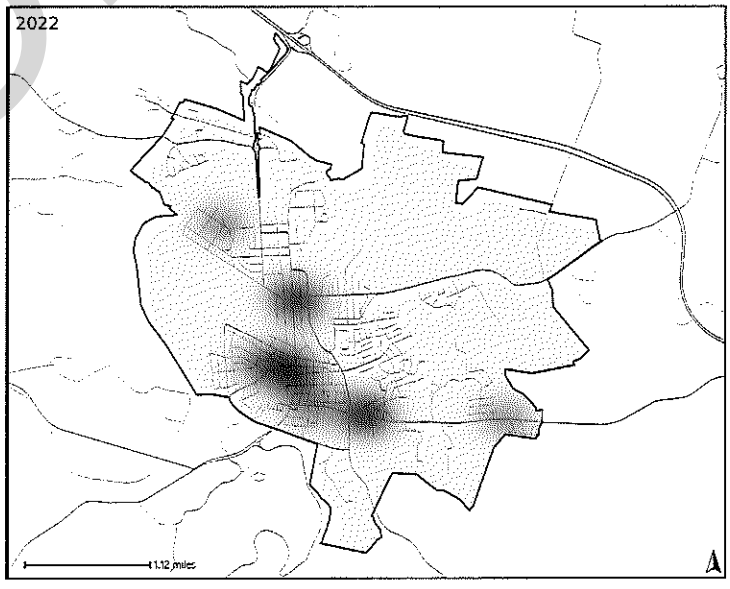
Staunton Region **August, 2023**

Front Royal Alcohol Crash Statistics

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

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

The blue gradient represents the density of all alcohol crashes.

VIRGINIA TECH.
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9.1.23

Front Royal Alcohol Crash Statistics

2021 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2022 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2021 Serious Injury Crashes - Calendar Year

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

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

2022 Serious Injury Crashes - Calendar Year

No serious injury crashes occurred.

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

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9-1-23

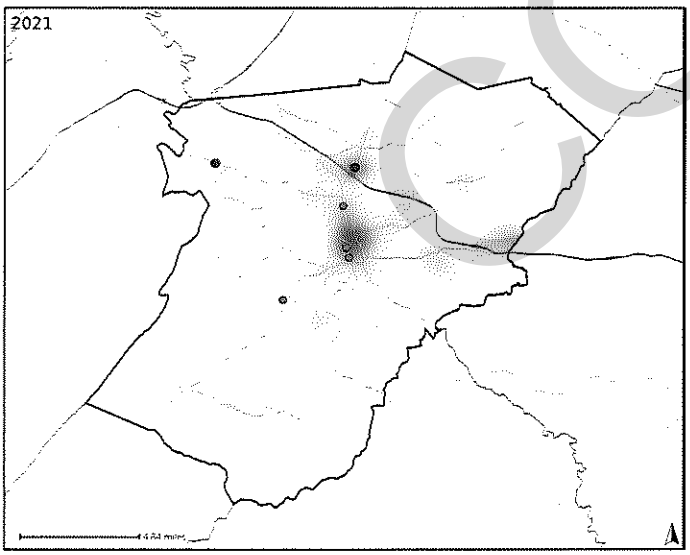
Staunton Region

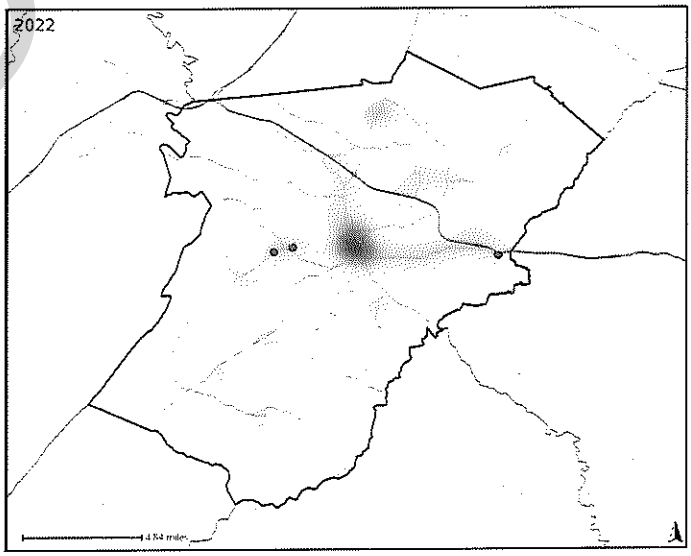
August, 2023

Warren County Alcohol Crash Statistics

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

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

The blue gradient represents the density of all alcohol crashes.

VIRGINIA TECH
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9-1-23

Staunton Region

August, 2023

Warren County Alcohol Crash Statistics

2021 Fatal Crashes - Calendar Year

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

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

2022 Fatal Crashes - Calendar Year

No fatal crashes occurred.

2021 Serious Injury Crashes - Calendar Year

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

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

2022 Serious Injury Crashes - Calendar Year

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

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

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

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9-1-23

This report was generated by the Center for Geospatial Information Technology

VIRGINIA TECH.

Virginia Crash Report

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

Region/PDC: Region: Staunton

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

Jurisdiction: Warren County

Grouped By: Three Hour Window

Crashes Filtered By: Alcohol Related

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

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

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

9-1-23

Virginia Crash Report

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

Region/PDC: Region: Staunton

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

Jurisdiction: Warren County

Grouped By: Three Hour Window

Crashes Filtered By: Alcohol Related

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

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

9-1-23

Virginia Crash Report

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

Region/PDC: Region: Staunton

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

Jurisdiction: Warren County

Grouped By: Day Of Week

Crashes Filtered By: Alcohol Related

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

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

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

9-1-23

Virginia Crash Report

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

Region/PDC: Region: Staunton

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

Jurisdiction: Warren County

Grouped By: Day Of Week

Crashes Filtered By: Alcohol Related

COPY

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

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

9-1-23

Regular Council Meeting Consent Agenda Statement

Item # 10E

Meeting Date: September 25, 2023

Agenda Item: Resolution to Approve the Town's Procurement Policies and Procedures Manual

Summary: The Town's Procedures for Purchasing and Procurement Manual was last revised December 13, 2002. Council is requested to approve a Resolution adopting a new and revised Town of Front Royal's Procurement Policies and Procedures Manual pursuant to Code of Virginia §2.2-4343 subdivision 10, *Any county, city or town whose governing body has adopted, by ordinance or resolution, alternative policies and procedures which are (i) based on competitive principles and (ii) generally applicable to procurement of goods and services by such governing body and its agencies, except as stipulated in subdivision 12.*

This exemption shall be applicable only so long as such policies and procedures, or other policies and procedures meeting the requirements of § 2.2-4300, remain in effect in such county, city or town. Such policies and standards may provide for incentive contracting that offers a contractor whose bid is accepted the opportunity to share in any cost savings realized by the locality when project costs are reduced by such contractor, without affecting project quality, during construction of the project. The fee, if any, charged by the project engineer or architect for determining such cost savings shall be paid as a separate cost and shall not be calculated as part of any cost savings.

The proposed Procurement Policies and Procedures includes updates and revisions that better define processes, incorporate changes in procurement based on the Virginia Public Procurement Act, and adheres to the Code of Virginia.

Budget/Funding: None

Meetings: Work Session held September 5, 2023

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 Resolution adopting a new and revised Town of Front Royal's Procurement Policies and Procedures Manual pursuant to Code of Virginia §2.2-4343 subdivision 10.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

RESOLUTION

ADOPTION OF TOWN OF FRONT ROYAL

PROCUREMENT POLICIES AND PROCEDURES MANUAL

WHEREAS, the Town of Front Royal's Procedures for Purchasing and Procurement Manual was last revised December 13, 2002; and,

WHEREAS, pursuant to Code of Virginia §2.2-4343 subdivision 10, Town Staff requests the approval and adoption of a new and revised Procurement Policies and Procedures Manual; and,

NOW THEREFORE BE IT RESOLVED, that the Mayor and the Town Council approve and adopt the Town of Front Royal Procurement Polices and Procedures Manual as presented.

APPROVED:

_____
Lori A. Cockrell, Mayor

Attest:

_____
Tina L. Presley, Clerk of Council

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

Melissa DeDomenico-Payne	__Yes __No	H. Bruce Rappaport	__Yes __No
Joshua L. Ingram	__Yes __No	Duane R. "Skip" Rogers	__Yes __No
Amber F. Morris	__Yes __No	R. Wayne Sealock	__Yes __No

****

Approved as to Form and Legality:

_____
George M. Sonnett, Jr., Town Attorney Dated: _____

DRAFT

PROCUREMENT POLICIES AND PROCEDURES MANUAL

DRAFT

TOWN OF FRONT ROYAL,
VIRGINIA
102 East Main Street
Front Royal, Va. 22630

ADOPTED: XXXXXXXXX

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SECTION 1 GENERAL PROVISIONS

1.1 Purpose

Pursuant to Code of Virginia 2.2-4343 subdivision 10, adopt policies and procedures which are based on competitive principles and generally applicable to procurement of goods and services by the Town of Front Royal, except as stipulated in the Code of Virginia 2.2-4343 subdivision 12. These policies and procedures are intended to provide the framework to maintain a strong public confidence in the integrity of public procurement, promote competition, and obtain the most favorable price for the purchase of needed goods and services by the Town.

1.2 Designated Officers and Employees

All appointed with authority within the procurement process have the combined responsibility of promoting the best interests of the Town of Front Royal, while maintaining fair and open competition.

Town Council is the governing body of the Town of Front Royal, Virginia.

Town Manager or designee(s) shall exercise overall responsibility for the conduct of the Town's procurement process through the Director of Finance and makes administrative changes to the Procurement Policies and Procedures Manual. Only the Town Manager or designee(s) is authorized to execute contracts which bind the Town for the purchase of goods, services, insurance, or construction. The Town Manager serves as the designated official for all procurement protest activities.

Director of Finance or designee(s) shall direct and have the general supervision of the Purchasing Department. The Director of Finance or designee(s) shall certify that the estimated amount of money or funding required to purchase the goods, services, insurance or construction necessary by the Town has been lawfully budgeted and appropriated.

Purchasing Manager or designee(s) shall serve as the purchasing agent for the Town with the authority and responsibility to manage, observe, and enforce the policies and procedures adopted herein, along with concurrence of the Town Manager. The Purchasing Manager or designee(s) shall ensure that all procurement transactions are conducted in a fair and impartial manner; ensure that competition is sought to the maximum feasible degree and in the best interests of the Town; and ensure that appropriate Town personnel are trained and have access to the Town's Procurement Policies and Procedures Manual.

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Department Director or designee(s) shall exercise the authority and responsibility to ensure compliance by the personnel of their department with the procurement policies and procedures herein; ensure that procurements are made for authorized official Town business and within the budgetary limits approved by Town Council; ensure that all goods, services, or construction purchased are properly inspected, accepted, and conform to the purchase order specifications and terms and conditions; enforce delegated procurement responsibility within the limits of the policies and procedures established herein; and ensure that the appropriate personnel of their department attend procurement training and have read and understood to the Town's Procurement Policies and Procedures Manual.

1.3 Procurement Mission Statement

The Purchasing Department is committed to achieving cost-effective and economical acquisition of goods, services, insurance, and construction necessary by the Town while ensuring that contract awards are made in a fair and equitable manner with the avoidance of impropriety or appearance of impropriety. As stewards to the taxpayers of the Town of Front Royal, the Purchasing Department is charged with the duty to provide value added services, through innovation and the use of technology, to achieve greater efficiency, transparency, and other cost savings in the Town's procurement process. In all procurement transactions, the Purchasing Department seeks to preserve the highest standards of accountability, efficiency, ethics, impartiality, transparency, and professionalism.

1.4 Public Notice of Procurement Opportunities

Notices of contracting opportunities are posted on the Town of Front Royal's website (https://www.frontroyalva.com/) and on the Commonwealth of Virginia's electronic procurement website (https://eva.virginia.gov/). In addition, public notices may be published in a newspaper of general circulation or other appropriate websites.

1.5 Electronic Bidding

To take advantage of efficiencies afforded by new technologies, with the approval of the Town Manager and the Town Attorney, the Purchasing Department may establish from time to time procedures for conducting procurement transactions to permit: (1) any solicitation to be issued; (2) any bid, offer, or quote to be submitted; or (3) any procurement process authorized in this Procurement Policy to be accomplished, using electronic or other technological means, provided that such means are permitted by the VPPA and other law or regulation applicable to the procurement process at the time such procedures are adopted, and provide sufficient security, reliability, identification and verifiability. Notice of all such procedures shall be posted in accordance with Section 1.4 for a reasonable period in advance of their effective date.

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SECTION 2 PROCUREMENT POLICIES

All public contracts with nongovernmental contractors for the purchase or lease of goods, services, insurance or construction, shall be awarded after competitive sealed bidding or competitive negotiation and approved optional policies contained herein, unless otherwise authorized or exempted by law or regulation. These policies and procedures apply to all procurements whether the consideration is monetary or nonmonetary and regardless of whether the Town, the contractor, or some third party is providing the consideration, except those specifically exempted in the VPPA or herein. Nothing contained in this policies and procedures manual shall prevent the Town from complying with the terms and conditions of any state or federal funding regulations, grant, gift, or bequest.

2.1 Conflict of Interest and Ethics in Public Procurement

It is the policy of the Town of Front Royal to preserve the integrity of the public procurement process by ensuring public confidence that contracts are awarded in a fair and equitable manner. All Town employees having the official responsibility for a procurement transaction shall comply with this section. These provisions supplement applicable criminal law, including the Virginia Government Frauds Act (§18.2-498.1 et seq.) and Articles 2 (Bribery and Related Offenses, §18.2-438 et seq.) and 3 (Bribery of Public Servants and Party Officials, §18.2-446 et seq.) of Chapter 10 of Title 18.2.

1. Procurement Transactions

   Unless otherwise allowed under the State and Local Government Conflict of Interest Act §2.2-3112(B), no Town employee shall participate in a transaction on behalf of the Town when:

   a. The employee is contemporaneously employed by a bidder, offeror, or contractor involved in the procurement transaction;

   b. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent;

   c. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction;

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d. The employee, the employee's partner, or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment with a bidder, offeror or contractor.

2. Solicitation or Acceptance of Gifts

No Town employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

3. Kickbacks

Contractors, subcontractors, and interested persons participating in a procurement transaction on behalf of the Town shall conduct themselves in accordance with the following requirements:

a. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontractor or order, any payment, loan, subscription, advance, deposit of money, services or anything present or promised, unless consideration of substantially equal or greater value is exchanged.

b. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.

c. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a Town contract.

d. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the public body and will be recoverable from both the maker and the recipient. Recovery from one offending party shall not preclude recovery from offending other parties.

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4. Solicitation Preparation & Evaluation

No person who, for compensation, prepares a solicitation for or on behalf of the Town shall submit a bid or proposal for that procurement or any portion thereof or shall disclose to any bidder or offeror information concerning the procurement which is not available to the public. The Town may permit such person to submit a bid or proposal for that procurement or any portion thereof if the Town determines that the exclusion of such person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the Town.

Town employees having official responsibility for a procurement transaction shall not share bid or proposal information with any interested parties of the public prior to the award for the contract and/or purchase order.

5. Certification of Compliance

The Town may require Town employees having official responsibility for procurement transactions in which they have participated to annually submit for such transactions a written certification that they have complied with the provisions of Section 2.1. Employees already required to submit Conflict of Interest forms to the Town Clerk on an annual basis will not be required to make a separate certification under this Section 2.1.

6. Violations for Penalties

The penalties for violations of any of the provisions of this Policy may be subject to disciplinary action as set forth in the Town of Front Royal Employee Handbook, including criminal fines or penalties and forfeiture of employment.

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2.2 Contract Execution Policy

The Purchasing Department, a division within the Department of Finance, is responsible for administering the Town's public procurement process in accordance with the policies and procedures established herein.

Town Council is the governing body of the Town of Front Royal, Virginia. Town Council approval is required for all contracts with a total contract amount of $50,000 or more; and all rolling stock. The aggregate or sum of all phases for single or term contracts shall be included in the total value. Except as otherwise authorized in the policies and procedures established herein, no contract in excess of $50,000 shall be effective unless approved by Town Council, specifically delegated to the Town Manager by Town Council resolution, or otherwise preapproved renewing by Town Council resolution.

Town Manager or designee(s) is authorized to execute contracts which bind the Town for the purchase of goods, services, insurance or construction. The Town Manager or designee(s) shall have the authority to award, execute, and amend contracts where the total contract amount is $50,000 or less. The Town Manager is authorized to execute contracts in a form approved by the Town Attorney resulting from procurements totaling over $50,000 after Town Council award approval is obtained via resolution. The aggregate or sum of all phases for single or term contracts shall be included in the total value. The Town Manager or designee(s) shall have the authority to terminate any contract for convenience, cause, or for non-appropriation of funds in accordance with the contract terms and after advisement from the Town Attorney.

Purchasing Manager or designee(s) is the designated purchasing agent and is authorized to execute contracts which bind the Town for the purchase of goods, services, insurance or construction. The Purchasing Manager or designee(s) is authorized within authority delegated by the Town Manager to execute contracts in a form approved by the Town Attorney resulting from procurements totaling $30,000 or less. The aggregate or sum of all phases for single or term contracts shall be included in the total value. The Purchasing Manager or designee(s) shall have the authority to award, execute, and amend contracts resulting from procurements totaling up to $30,000. The Purchasing Manager or designee(s) shall have the authority to terminate any contract within the Purchasing Manager's execution authority, for convenience, cause, or for non-appropriation of funds in accordance with the contract terms and after advisement from the Town Attorney.

Director of Finance and Administrative Services or designee(s) by authorizing requisitions and subsequent purchase orders shall certify that the estimated amount of money or funding required to purchase the goods, services, insurance or construction necessary by the Town has been lawfully budgeted and appropriated for all contracts.

Department Director or designee(s) is **not** authorized to execute contracts or task orders which bind the Town for the purchase of goods, services, insurance or construction unless a written exception and delegation is given by the Town Manager during an official declared emergency. Department Director or designee(s) is authorized to execute change orders to existing contracts, within the authorized contractual limits and change order dollar amounts.

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Town Attorney or designee(s) shall approve as to form all contracts executed on behalf of the Town of Front Royal, except as follows: the Purchasing Manager or designee(s) may execute low-risk contracts under the Town's single quote threshold of $10,000, provided that such contracts do not contain terms that are ambiguous, unclear, or novel, and that the terms of such contracts are consistent with the Town's general terms and conditions as related to the such contract clauses as the Town Attorney or designee(s) may identify from time to time, including but not limited to: governing law and court jurisdiction, indemnification, limitation of liability, waiver, and alternative dispute resolution.

2.3 Inclement Weather or Closed Office Policy

It is the policy of the Town of Front Royal to administer the public procurement process in a fair and equitable manner. Should the Town of Front Royal close offices due to inclement weather or other unforeseen event or emergency on a date that bids and/or proposals are due, those bids and/or proposals will be due on the next business day at the same time specified in the solicitation.

2.4 Public-Private Education Facilities and Infrastructure Act and Public-Private Transportation Act Policy

It is the policy of the Town of Front Royal to administer the process and selection of projects subject to the Public-Private Education Facilities and Infrastructure Act of 2002 (Va. Code §§ 56-575.1, et seq.) ("PPEA") and the Public-Private Transportation Act of 1995 (Va. Code §§ 56-556, et seq.) ("PPTA"), in accordance with the Town's PPEA and PPTA Combined Guidelines, which can be found on the Town's Procurement Website: https://www.frontroyalva.com/376/PDF-Documents.

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2.5 Purchase Order Requisitions

A purchase order (PO) requisition is generated by requesting department and serves as the tool in which departments inform the Purchasing Department of its procurement needs. A PO requisition encumbers the required funds, identifies the funding source, and certifies that sufficient funds are available. PO requisitions shall include all pertinent purchasing documentation and be reviewed and approved by authorized Town staff and the Department Director or designee(s).

2.6 Purchasing Procedures

The purchasing procedures set forth below shall be followed for purchases not requiring competitive sealed bids or competitive negotiation purchases that are not expected to exceed the corresponding purchase dollar amount thresholds established herein. These procedures shall apply for single or term contracts, and the aggregate or sum of all phases for single or term contracts shall be included in the total contract amount. Purchases may not be arbitrarily split to constitute a small purchase. Nothing in this Small Purchase Policy shall prevent the use of competitive sealed bidding or competitive negotiation in procurements if properly documented and deemed appropriate by the Purchasing Manager or designee(s).

1. Purchasing Thresholds

Procurement Category	Estimated Amount	Competitive Quote Requirement
Small Purchase	$0 - $4,999	One (1) single quote
Verbal Quotes (Not Including Rolling Stock)	$5,000 - $19,999	Three (3) documented verbal quotes
Written Quotes/Informal Solicitation	$20,000 - $49,999	Three (3) written quotes
Formal Solicitation Invitation for Bid/Request for Proposals	>$50,000	Competitive Sealed Bidding/Competitive Negotiation

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2. Quote Documentation

Price quotes are to be obtained from the number of required sources as identified in the purchasing thresholds, as it is practicable. If the number of required written quotes cannot be obtained, a written justification for lack of competitive quotes is required. Documented verbal quotes are acceptable for procurement values $5,000-$19,999, provided all pertinent information is properly documented. Proper documentation includes: item description, date and time of quotation, company name, quoted unit and extended price, and name of authorized representative providing the quotation. Telephone quotations, catalogue comparisons, written quotes or other similar quotes may be obtained, as is practicable. Purchases made within the Small Purchase Category may be made using the Town's Purchase Card Policy. For purchases within the Purchase Card Policy, please refer to the Town of Front Royal Purchasing Card Program Policy and Procedures.

All rolling stock shall require written quotes and approval from Town Council.

3. Public Posting Requirements

All written solicitations shall be posted on the Town of Front Royal's website (https://www.frontroyalva.com) and/or the Commonwealth of Virginia eProcurement website (https://eva.virginia.gov/).

4. Method of Award

For purchases of goods, construction, insurance, services other than professional services, the award of the purchase shall be made to the bidder quoting the lowest price unless it is documented in writing that the award to another bidder quoting a higher price is in the best interest of the Town.

For purchases of professional services, the award of the purchase shall be made to the offeror whose proposal is in the best interest of the Town, in considering the Town's evaluation criteria set forth in the solicitation. Negotiations, although encouraged, is not required for purchases of professional services made under the Small Purchase Category.

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SECTION 3 METHODS OF PROCUREMENT

3.1 Cooperative Procurement

The Town may participate in, sponsor, conduct, or administer a joint procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities, of the United States or its territories, the District of Columbia, the U.S. General Services Administration, or the Metropolitan Washington Council of Governments, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods, services, or construction.

In addition, the Town may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was a cooperative procurement being conducted on behalf of other public bodies. Nothing in this subsection shall be construed to prohibit sole source or emergency procurements. Nothing in this subsection shall be construed to prohibit obtaining another quote to confirm that cooperative contract pricing is fair and reasonable for the Town. Purchasing from the contracts of other public bodies is not appropriate where the Purchasing Department or the Town Attorney or designee(s) determines that the terms and conditions are inconsistent with the legal requirements and best interests of the Town.

3.2 Informal Solicitations

Nothing in this Policy shall prevent the use of competitive sealed bidding or competitive negotiation in procurement if properly documented and deemed appropriate by the Purchasing Manager or designee(s).

1. Request for Quotation (RFQ)

   "Request for Quotation" means to request a quote from one or more vendors under an open market procurement where the estimated cost is less than $50,000. This procurement method is the preferred method for single or spot purchases. A record of the quotation must be kept on file and should include: name and address of vendors contacted, the item description or service offered, price quoted, delivery date and other information such as F.O.B. point, names of persons giving and receiving the prices, and the date the quote was obtained. A reasonable amount of time should be allowed for vendors to respond based on the nature of the procurement.

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2. Informal Solicitation

An informal solicitation is the preferred method for procuring multi-year or term contracts for goods, services, insurance and construction estimated less than $50,000. The aggregate or sum of all phases for single or term contracts shall be included in the total contract amount.

All purchases using this procurement method shall be processed by the Purchasing Department with assistance from the lead department for specifications and expertise. The Town's general and any special terms and conditions that govern the purchase must be included in the unsealed invitation for bid or unsealed request for proposal. The informal solicitation shall be open for the period of time stated in the solicitation but must be open for at least three (3) business days. A reasonable amount of time should be allowed for vendors to respond based on the nature of the procurement and any subsequent amendments. Notice of the solicitation shall be posted on either the Town of Front Royal website or the Commonwealth of Virginia eProcurement website. All bids and proposals in response to the solicitation must be received at the designated location by the date and time specified in the solicitation. Responses may be opened and evaluated upon receipt.

The method of award for bids in response to an informal solicitation shall be made to the bidder quoting the lowest price unless it is documented in writing that the award to another bidder quoting a higher price is in the best interest of the Town. The method of award for proposals in response to an informal solicitation shall be made to the offeror whose proposal is in the best interest of the Town, in considering the Town's evaluation criteria set forth in the solicitation. Price can be considered at the proposal stage for purchases of professional services made under this policy. Negotiations, although encouraged, are not required for purchases made under this policy.

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3.3 Invitation for Bid (IFB) or Competitive Sealed Bidding

An Invitation for Bid (IFB), also referred to as competitive sealed bidding, is a formal solicitation that contains specifications or scope of work, contractual terms and conditions, and any relevant requirements and information applicable to the procurement. In a competitive sealed bidding process, all bids must be held unopened until the date and time specified in the solicitation. The solicitation shall be posted on the Town of Front Royal's website (https://www.frontroyalva.com) and the Commonwealth of Virginia eProcurement website (https://eva.virginia.gov/).

1. Qualifications of Potential Contractors

Unless the Town has provided for pre-qualification of bidders through a pre-qualification process, the IFB shall include a statement of any qualifications required of potential contractors.

2. Comments Concerning Specifications

Unless otherwise instructed in the solicitation, the Purchasing Department is the sole point of contact for questions or comments concerning specifications or other provisions in IFB. Questions or comments concerning specifications must be made in writing and received by the Town by the question deadline specified in the IFB, which shall be at least ten (10) calendar days prior to the bid due date. Any interpretation deemed to be material in nature or that alters the scope of the goods or services being requested will be expressed in the form of a written addendum. Such addendum will be posted on the Town's website and the Commonwealth of Virginia eProcurement Website. Any addendum issued less than five (5) days prior to the closing date will, if necessary, contain a provision modifying the Bid closing date to a date that will provide Bidders adequate time to respond to the addendum. Verbal communications will not be binding.

3. Pre-Bid Conference

A pre-bid conference is held when requested by the department and/or as deemed appropriate by the Purchasing Department. Generally, a pre-bid conference is conducted with bidders when the solicitation is complex, contains critical requirements, or requires a visit of the construction work site. The purpose of the pre-bid conference is to encourage competition through an increased understanding of the specifications and terms and conditions and provides an opportunity to clarify any requirements, eliminate potential ambiguities, and allows vendor input. Attendance at the pre-bid conference by the vendors may be optional or mandatory as stated in the solicitation. When mandatory attendance is required, only bids from those firms represented at the conference or site visit will be accepted. Any changes to the solicitation as a result of the pre-bid conference will be in the form of a written addendum posted on the Town's website and the Commonwealth of Virginia eProcurement website.

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4. Bid Receipt & Public Bid Opening

It is the responsibility of the bidder to assure that its bid is received by the Town prior to the date and time specified for the receipt of bids. Bids received after the time designated for receipt of bids will not be considered. The Purchasing Manager or designee, whose duty it is to open bids, will conduct the public bid opening and will decide when the specified time has arrived. The Town is not responsible for the premature opening of any bids not properly addressed. A representative from the originating department should also be present to witness the bid opening. The amount of each bid, the name of the bidder, and such other relevant information shall be read aloud and recorded. Questions concerning the bids shall not be answered until after the bid evaluation from the Town is complete and an intent to award is made. Except when the Town decides not to accept any of the bids, within a reasonable time after the public bid opening and prior to the award, a tabulation of all bids received shall be made available to the public. Upon request, bid documents shall be available to any competitive sealed bidder for inspection. Bid documents shall be available for inspection by the general public only after award of the contract. Any request to inspect bid records shall be in accordance with VPPA §2.2-4342.

5. Negotiation with the Lowest Responsible Bidder

If the bid from the lowest responsible bidder exceeds available funds, the Town may negotiate with the apparent low bidder to obtain a contract price with available funds if the solicitation contains the following clause:

> *"Unless all bids are cancelled or rejected, the Town reserves the right to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the Town for this contract prior to the issuance of the written Invitation to Bid. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The Town shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the Town wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the Town and the lowest responsive, responsible bidder."*

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This clause may be used only in an Invitation to Bid (IFB) for goods or services in those circumstances where, due to unknown cost factors, there may be a need to negotiate to remain within available funds. This clause shall not be used as a matter of routine.

If the Purchasing Manager or designee(s) decides to negotiate in such circumstances, the decision must be documented in writing in advance of the negotiations. Otherwise, unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted. "Available funds" are those budgeted by the Town for the requirement and designated as such prior to the issuance of the IFB. The purpose of this provision is not to force a bidder to take a lower price, but rather to negotiate an acceptable change in requirements, including price, that is agreeable to both parties. Negotiations might include an extended delivery date, reduced quantity, different accessories, etc., with a corresponding reduction in price.

6. Withdrawal of Bid Due to Error

Pursuant to VPPA §2.2-4330, no bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

If the Town denies the request for withdrawal of a bid under the provisions of this section, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsive and responsible bidder. No bid may be withdrawn when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. If a bid is withdrawn, the lowest remaining bid shall be deemed to be the apparent low bid.

a. *Withdrawal of Bid PRIOR to Bid Opening*: A bid may be withdrawn by a bidder if the Purchasing Manager receives such a request in writing prior to the receipt date and time for bids. The request must be submitted by a person authorized to represent the person or firm that submitted the bid/proposal.

b. *Amendments of Bid PRIOR to Bid Opening:* Due to the nature of the competitive sealed bidding, amendments to bids already submitted to the Town are not authorized. If a bidder would like to amend its bid, it must withdraw its bid and resubmit its bid prior to the receipt date and time for bids.

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c. *Withdrawal of Bid AFTER Bid Opening:* Bids may not be withdrawn if the mistakes are attributable to errors in judgment, nor may such mistakes be waived or corrected. If the mistake and the intended correct bid are clearly evident in the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be clearly evident in the bid document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors. A bidder may be permitted to withdraw a low bid if a mistake is clearly evident from the bid documents submitted by the bidder and/or a comparison with other bids, provided the notice is received in writing and within two (2) business days after the Bid Opening.

d. *Withdrawal of Bid During Bid Evaluation:* If the lowest apparent responsive bid is 25% or more, less than the next low bid, the Town may contact the bidder to confirm the bid price. If the bidder is able to verify, to the satisfaction of the Purchasing Manager, that it was a nonjudgmental mistake, the bid may be withdrawn.

e. *Withdrawal of Bid After Award.* Bids containing mistakes shall not be corrected or withdrawn after award of a contract or issuance of a purchase order. No plea or claim of mistake in a bid or resulting contract shall be available as a defense in any legal proceeding brought upon a contract or purchase order awarded to a bidder as a result of the breach or nonperformance of such contract or purchase order.

7. Waiver of Informalities

An informality is a minor defect or variation of a bid from the exact requirements of the Invitation for Bid which does not affect the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured. The Purchasing Manager may, in its sole discretion, waive such informalities or permit the bidder to correct them, whichever is in the best interest of the Town. Examples include, but are not limited to, failure of a bidder to:

- Return the number of signed bids required by the solicitation.
- Sign the face of the bid in the space provided, but only if the unsigned bid is accompanied by other signed documents indicating the bidder's intent to be bound.
- Acknowledge receipt of an addendum to the solicitation, but only if it is clear from the bid that the bidder received the addendum and intended to be bound by its terms, or the addendum involved had a negligible effect on price, quantity, quality, or delivery.

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8. Bid Evaluation & Award

After the bid opening, each bid is evaluated to determine if it is responsive to the IFB. The responsive bids are then evaluated according to the criteria and/or evaluation procedure described in the IFB to determine which is the lowest bid. The contract is awarded to the lowest responsive and responsible bidder. For bids in response to construction services, the unit bid prices are evaluated with the Town's cost estimate. Where the unit price and the extension price are at variance, the unit price will prevail. Items that have a significant deviation or variance from the cost estimate may be deemed unbalanced and require further evaluation.

If bids received are for the same total amount or unit price, quality and service being equal, first consideration shall be given to the local bidder. If identical low bids are submitted by two local bidders, the Purchasing Manager, or designee, should perform a coin toss. The coin toss must be witnessed, and the results recorded.

9. Cancellation and Rejection of Bids

The Town may cancel an IFB or reject all bids at any time prior to making an award. The reasons for cancellation or rejection shall be made part of the contract file. The Town cannot cancel an Invitation for Bid solely to avoid awarding a contract to a particular bidder.

3.4 Construction Management and Design-Build Contracting

1. General Policy Guidelines

a. The Town may enter into a contract for construction on a fixed price or not-to-exceed price construction management or design-build basis.

b. Prior to making a determination as to the use of construction management or design-build for a specific construction project, the Town shall have in its employ or under contract a licensed architect or engineer with professional competence appropriate to the project who shall (i) advise the Town regarding the use of construction management or design-build for that project and (ii) assist the Town with the preparation of the Request for Proposal and the evaluation of such proposals.

c. A written determination shall be made in advance by the Town that competitive sealed bidding is not practicable or fiscally advantageous, and such writing shall document the basis for the determination to utilize construction management or design-build. The determination shall be included in the Request for Qualifications

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and be maintained in the procurement file.

d. Procedures adopted by the Town for construction management and design-build contracts shall be consistent with the procedures adopted by the State Secretary of Administration for utilizing construction management or design-build contracts, as they may be amended from time to time.

3.5 Request for Information (RFI)

A Request for Information (RFI) is an informal document issued when the Town is not aware of the products available in the market which may satisfy its requirements. The use of an RFI does not require a purchase requisition, however a RFI may result in the development of a requisition, or the issuance of an IFB or RFP after the Town determines the types of products that are available which will satisfy its requirements. An RFI cannot be made into an agreement.

3.6 Pre-Qualification for Construction

The Town may solicit and prequalify potential contractors. In such cases, a list is maintained of those who have been evaluated and prequalified and determined to be acceptable in meeting minimum quality or performance standards pre-established by the Town. This qualification is performed in advance of the anticipated procurement or solicitation requiring competitive sealed bids, or as the first step in a two-step design-build solicitation process. By having a prequalification procedure, the time in the purchase cycle can be reduced, as solicitations are only sent to those contractors determined to be qualified. The qualification requirements must be established and potential contractors advised by letter and/or public posting sufficiently in advance of the anticipated procurement to allow for evaluation and qualification of potential contractors and/or products. The following guidelines shall apply to prequalification procedures:

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1. General Policy Guidelines

    a. Prospective contractors may be prequalified for particular types of supplies, services, insurance or construction, and consideration of bids or proposals limited to prequalified contractors. Any prequalification procedure shall be established by the Purchasing Manager in writing and sufficiently in advance of its implementation to allow potential contractors a fair opportunity to complete the process.

2. Prequalification for Construction

Any prequalification of prospective contractors for construction by the Town shall include:

    a. A written request for qualifications (RFQ) WILL BE ISSUED BY THE Town and shall include an application form that sets forth the criteria upon which the qualifications of prospective contractors will be evaluated. The application form shall request of prospective contractors only such information as is appropriate for an objective evaluation of all prospective contractors pursuant to such criteria. The form shall allow the prospective contractor seeking prequalification to request, by checking the appropriate box, that all information voluntarily submitted by the contractor pursuant to this subsection shall be considered a trade secret or proprietary information subject to the provisions of subsection D of VPPA § 2.2-4342.

    b. In all instances in which the Town requires prequalification of potential contractors for construction projects, advance notice shall be given of the deadline for the submission of prequalification applications. The deadline for submission shall be sufficiently in advance of the date set for the submission of bids for such construction so as to allow the procedures set forth in this subsection to be accomplished.

    c. At least 30 days prior to the date established for submission of bids or proposals under the procurement of the contract for which the prequalification applies, the Town shall advise in writing each contractor who submitted an application whether that contractor has been prequalified. In the event that a contractor is denied prequalification, the written notification to the contractor shall state the reasons for the denial of prequalification and the factual basis of such reasons.

    d. A decision by the Town denying prequalification under the provisions of this subsection shall be final and conclusive unless the contractor appeals

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the decision, per section 4 of this policy.

3. Denial of Prequalification

The Town may deny prequalification to any contractor only if the Town finds one of the following:

a. The contractor does not have sufficient financial ability to perform the contract that would result from such procurement. If a bond is required to ensure performance of a contract, evidence that the contractor can acquire a surety bond from a corporation included on the United States Treasury list of acceptable surety corporations in the amount and type required by the Town shall be sufficient to establish the financial ability of the contractor to perform the contract resulting from such procurement;

b. The contractor does not have appropriate experience to perform the construction project in question;

c. The contractor or any officer, director or owner thereof has had judgments entered against him within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management;

d. The contractor has been in substantial noncompliance with the terms and conditions of prior construction contracts with the Town without good cause. If Town has not contracted with a contractor in any prior construction contracts, the Town may deny prequalification if the contractor has been in substantial noncompliance with the terms and conditions of comparable construction contracts with another public body without good cause. The Town may not utilize this provision to deny prequalification unless the facts underlying such substantial noncompliance were documented in writing in the prior construction project file and such information relating thereto given to the contractor at that time, with the opportunity to respond;

e. The contractor or any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of (i) Article 6 of the VPPA (Ethics in Public Contracting, § 2.2-4367 et seq.), (ii) the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.), (iii) Chapter 4.2 (§ 59.1-68.6 et seq.) of Title 59.1 (Conspiracy to

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Rig Bids to Government), or (iv) any substantially similar law of the United States or another state;

f. The contractor or any officer, director or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government; and

g. The contractor failed to provide to the Town in a timely manner any information requested by the Town relevant to subdivisions (a) through (f) of this subsection.

3.7 Request for Proposal (RFP)

A Request for Proposal (RFP), also referred to as competitive negotiation, is a formal solicitation that describes in general terms the requirements, the factors that will be used to evaluate the proposals received, the Town's terms and conditions, any special conditions or qualifications that will be required, including those attached or incorporated by reference and addendum. In a competitive negotiation process, all proposal responses must be held unopened until the date and time specified in the solicitation.

1. Comments Concerning Specifications

Unless otherwise instructed in the solicitation, the Purchasing Department is the sole point of contact for questions or comments concerning specifications or other provisions in RFP. Questions or comments concerning specifications must be made in writing and received by the Town by the question deadline specified in the RFP at least ten (10) calendar days prior to the proposal due date. Any interpretation deemed to be material in nature or that alters the needs of the goods or services being requested will be expressed in the form of a written addendum. Such addendum will be posted on the Town's website and the Commonwealth of Virginia eProcurement Website. Any addendum issued less than five (5) days prior to the closing date will, if necessary, contain a provision modifying the Bid closing date to a date that will provide Bidders adequate time to respond to the addendum. Verbal communications will not be binding.

2. Pre-Proposal Conference

A pre-proposal conference is held when requested by the using department and/or as deemed appropriate by the Purchasing Department. Generally, a pre-proposal conference is conducted with offerors when the solicitation is complex, contains critical requirements, or requires a site visit. The purpose of the pre-proposal conference is to encourage competition through an increased understanding of the specifications and terms and conditions and provides an opportunity to clarify any requirements,

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eliminate potential ambiguities, and allows vendor input. Attendance at the pre-proposal conference by the vendors may be optional or mandatory as stated in the solicitation. When mandatory attendance is required, only proposals from those firms represented at the conference or site visit will be accepted. Any changes to the solicitation as a result of the pre-proposal conference will be in the form of a written addendum posted on the Town's website or other appropriate websites.

3. Proposal Receipt & Public Opening

It is the responsibility of the offeror to assure that its proposal is received by the Town prior to the date and time specified for the receipt of proposals. Proposals received after the time designed for receipt of proposal will not be considered. Public openings of proposals are not required. If a public opening is held, the names of the individuals, or the names of firms submitting proposals in a timely manner, is the only information read aloud and made available to the offerors and general public.

4. Proposal Evaluation, Negotiation, & Award for Goods and Non-Professional Services

For goods and non-professional services, proposals are evaluated by the evaluation committee, which is comprised of stakeholders within the Town. Proposals not meeting requirements should be scored lower. Only bids in response to an IFB may be determined to be nonresponsive. Proposals are evaluated on the basis of the criteria set forth in the RFP, using the scoring weights previously determined. The evaluation committee may request presentations or discussions with offerors, as necessary, to clarify material in the offerors proposals, to help determine those fully qualified and best suited. Offerors may be given an opportunity to correct a deficiency in their proposals, within an appropriate period of time, as determined by the Purchasing Department. Offerors who fail to submit required documentation or meet mandatory requirements, in such time, for evaluation purposes may be eliminated from further consideration. Two or more offerors determined to be fully qualified and best suited are then selected for negotiation. Price is considered but need not be the sole determining factor.

During the evaluation phase it may be determined by the evaluation committee that only one offeror is fully qualified, or that one offeror is CLEARLY more highly qualified than the others under consideration. A written determination shall be prepared and retained in the contract file to document the meaningful and convincing facts supporting the decision for selecting only one offeror and negotiating with that offeror. The determination shall be signed by the department head or designee.

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Negotiations are conducted with each of the offerors so selected. Negotiation allows modification of proposals, including price. Offers and counter-offers may be made as many times with each offeror as is necessary to secure a reasonable contract. Unless there have been no changes in any of the items negotiated or only one proposal is under consideration, after negotiations have been conducted with each of the selected offerors, the evaluation committee may select the offeror through a consensus or proposals may be re-scored. The Town will select the offeror which, in its opinion, has made the best proposal. In all cases, written confirmation shall be obtained from the offeror on any modifications of the original proposal. Once a Notice of Intent to Award is posted, no further negotiation shall be conducted.

For competitively negotiated procurements, once evaluation and negotiations have been completed with selected offeror(s), the Purchasing Department may prepare a tally sheet summarizing the ratings that are developed for proposals evaluated. The Town is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Pursuant to VPPA §2.2-4342(D), offerors may inspect the proposal records after evaluation and negotiations are complete, but prior to award.

5. Proposal Evaluation, Negotiation, & Award for Professional Services

For professional services, the Town shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the pro- posed project, as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used by the Town in addition to the review of the professional competence of the offeror. The Request for Proposal shall not, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage, the Town may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. In accordance with VPPA § 2.2-4342, proprietary information from competing offerors shall not be disclosed to the public or to competitors.

For architectural or engineering services, the Town shall not request or require offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed, until after the qualified offerors are ranked for negotiations.

At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the Town shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

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Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the Town can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the Town, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, the Town may award contracts to more than one offeror.

Should the Town determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

Multiphase professional services contracts satisfactory and advantageous to the completion of large, phased, or long-term projects may be negotiated and awarded based on a fair and reasonable price for the first phase only, where the completion of the earlier phases is necessary to provide information critical to the negotiation of a fair and reasonable price for succeeding phases. Prior to entering into any such contract, the Town shall (i) state the anticipated intended total scope of the project and (ii) determine in writing that the nature of the work is such that the best interests of the Town.

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6. Waiver of Informalities

An informality is a minor defect or variation of a proposal from the exact requirements of the Request for Proposal, which does not affect the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured. The Purchasing Manager may, in its sole discretion, waive such informalities or permit the offeror to correct them, whichever is in the best interest of the Town. Examples include failure of an offeror to:

- Return the number of signed proposals required by the solicitation.
- Sign the face of the proposal in the space provided, but only if the unsigned proposal is accompanied by other signed documents indicating the offeror's intent to be bound.
- Acknowledge receipt of an addendum to the solicitation, but only if it is clear from the proposal that the offeror received the addendum and intended to be bound by its terms, or the addendum involved had a negligible effect on price, quantity, quality, or delivery.

7. Cancellation and Rejection of Proposals

The Town may cancel an RFP or reject all proposals at any time prior to making an award. The reasons for cancellation or rejection shall be made part of the contract file. The Town cannot cancel a Request for Proposal solely to avoid awarding a contract to a particular offeror.

3.8 Sole Source

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 Department Director shall issue a written notice stating the basis for the determination 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.

3.9 Emergency

In cases of emergency, a contract may be awarded or purchases may be made without competitive pricing, bidding or competitive negotiation; however, such procurement shall be made with such competition as is practicable under the circumstances. In such cases, during regular working hours, the Town Manager will authorize the procurement. If the Town Manager is not available, the Finance Director or the Purchasing Manager will make the authorization. For an emergency at other hours, purchases may be made directly by the using department, with the approval of the Director. When emergency expenditures have been incurred, the Small Purchase process is used, and the purchase requisition is labeled "EMERGENCY'. When the Purchasing Department is next open, the requisition document issued as confirming such purchase will be forwarded to the Purchasing Manager, along with the written certification by the Department Director stating the facts of the emergency and any change in appropriations necessitated by the emergency.

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SECTION 4 BID PROTESTS, DEBARMENT, AND OTHER APPEALS

4.1 Bid Protests

Town Manager or designee(s) serves as the designated official for all bid protest activities.

4.2 Debarment

The Town has adopted the following ineligibility and debarment procedure:

Ineligibility Notice. Any Bidder, Offeror or Contractor suspended, refused permission to participate, or disqualified from participation, in any Solicitation or Contracts by the Town ("disbarred") for any cause including non-responsibility shall be notified in writing. Prior to the issuance of a written determination of disbarment, the Town shall:

A. Notify the Bidder or Contractor in writing of the results of the evaluation;

B. Disclose the factual support for the determination; and

C. Allow the bidder, offeror, or contractor an opportunity to inspect any documents that relate to the determination, if so requested by the bidder within five (5) business days after receipt of the notice.

Rebuttal. Within ten (10) business days after receipt of the notice, the bidder may submit rebuttal information challenging the evaluation. The Town shall issue its written determination of disqualification or ineligibility based on all information in the possession of the Town, including any rebuttal information, within five (5) business days of the date the Town received such rebuttal information.

Decision. If the evaluation reveals that the Bidder, Offeror or Contractor should be allowed permission to participate in the Contract, the Town shall cancel the proposed disqualification action. If the evaluation reveals that the Bidder, Offeror, or Contractor should be refused permission to participate, or disqualified from participation, in the Contract, the Town shall so notify the Bidder, Offeror or Contractor. The notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days after receipt of the notice by invoking administrative procedures for rebuttal.

Debarment. The Town shall have the authority to suspend or debar a Bidder or Contractor from bidding on any Contract for the causes stated below:

A. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

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B. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Town contractor;
C. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
D. Violation of contract provisions, as set forth below, of a character which is regarded by the Town to be so serious as to justify suspension or debarment action:
E. Failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
F. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
G. For non-responsibility. Any other cause the Town determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
H. The Contractor has abandoned performance or been terminated for default on any other Town project; and/or
I. The Contractor is in default on any surety bond or written guarantee on which Town is an obligee.

Appeal. If, upon appeal, it is determined that the action taken by the Town was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the Bidder or Contractor shall be restoration of eligibility.

Rules Applicable To Debarment

A. The improper conduct of any agent, subcontractor, officer, board member or employee of any Contractor or Bidder may be fully imputed to such Bidder or Contractor; and vice versa.
B. Debarment of a Contractor in no way affects his obligations under any other Contracts with the Town which are ongoing, unless terminated by the Town as provided for in the Town's Procurement Policies and Procedures.
C. A debarment can be imposed for any length of time, and the length of time for debarment will be determined by the Town based upon the relevant circumstances.
D. Debarment of a Contractor/Bidder applies to any successor company formed with the same resources, owners or stockholders as the debarred entity.

Reinstatement. The Town may suspend debarment of any Contractor or Bidder at any time if it determines that it is in the Town's best interests to do so. Mitigating circumstances that will be considered when deciding to reinstate a Contractor or Bidder may include, but are not limited to: (i) the improper or illegal act underlying the debarment; (ii) the degree of culpability of the Bidder or Contractor; (iii) any restitution by the Contractor to the Town for the improper or illegal act; and (iv) cooperation with the Town by the Contractor or Bidder in any investigations into bid crimes. After the debarment period expires, the contractor may submit formal written request to the Town

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stating that the contractor wishes to continue to conduct business with the Town. A determination for the contractor's reinstatement shall be voted on by the Front Royal Town Council based upon recommendation from the staff. If agreed upon by the Town Council, the contractor shall be permitted to contract or make an offer, proposal or bid, in response to a Request for Proposals, an Invitation to Bid or any other form of solicitation by the Town, for supplies, services, insurance or construction.

4.3 Petition for Recycled Goods and Products

Any person who believes that particular goods or products with recycled content are functionally equivalent to the same goods or products produced from virgin materials may petition the Purchasing Manager to include the recycled goods or products in its procurement process. The petitioner shall submit documentation which establishes that the goods or products (i) contain recycled content and (ii) can meet the performance standards set forth in the applicable specifications prior to bid/proposal due date. If the Purchasing Manager determines that the documentation demonstrates that the goods or products with recycled content will meet the performance standards set forth in the applicable specifications, it shall incorporate such goods or products into its procurement process.

4.4 Petition for Less Toxic Goods and Products

Any supplier, who manufactures, sells or supplies goods or products may petition the Purchasing Manager to include requirements for less toxic goods and products into its procurement process. The supplier shall submit, prior to or during the procurement process, documentation which establishes that the goods or products meet the applicable performance standards. If the Purchasing Manager determines that the documentation establishes that the less toxic goods or products meet the performance standards set forth in the applicable specifications, they shall incorporate the specifications for the less toxic goods and products into their procurement process. The Town will revise procedures and specifications on a continuing basis to encourage the use of less toxic goods and products; however, the Town is not required to purchase, test or evaluate any particular good or product other than those that would be purchased under regular procurement procedures.

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SECTION 5 CONTRACT ADMINISTRATION

Contract administration relies heavily on contract development. After the contract is awarded, the contract must be administered to ensure that the contractor complies with their obligations and requirements under the contract. Contract administration includes attending post award and progress meetings, payment of invoices, review of contractor disputes and claims, change orders, contract modifications, and other transactions in administering the contract.

5.1 Authority

Town Council is the governing body of the Town of Front Royal, Virginia. During the performance of a contract, advanced written approval is required by Town Council to increase a fixed-price contract by more than twenty-five percent (25%) of the amount of the contract or $50,000, whichever is greater.

Town Manager or designee(s) is authorized to execute change orders and contract modifications above the 25% threshold after Town Council award approval is obtained via resolution. The Town Manager or designee(s) shall have the authority to modify a contract after advisement from the Town Attorney for any contracts within its authority to execute.

Purchasing Manager or designee(s) is authorized to process purchase order change orders and execute change orders and contract modifications up to the 25% threshold. The Purchasing Manager or designee(s) shall have the authority to modify a contract after advisement from the Town Attorney for any contracts within its authority to execute.

Department Director or designee(s) is authorized to execute change orders up to the 25% threshold for changes in the work, the cost impact on the contract, and the extent of the adjustment in the contract time, if any. The Department Director or designee(s) is **not** authorized to execute contract modifications which bind the Town.

5.2 Change Orders and Contract Modifications

"Change Order" means a written authorization or order to a contract or purchase order, signed by the Town Manager or Contract Administrator or designee(s), which normally establishes a change in the work, the cost impact on the contract, and the extent of the adjustment in the contract time, if any.

A "Contract Amendment, Contract Modification" means a written alteration or modification in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

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Any request for change affecting price, quality, quantity, delivery or cancellation requires a thorough written explanation by the Town prior to approval. A contractor shall not be notified that a change has been approved until that change has been authorized by the Department Director, Purchasing Department, or designee(s). All change requests should be evaluated for contract validity and a price reasonableness determination of the change shall be made in writing.

5.3 Contract Renewals and Extensions

A term contract may contain a renewal clause describing the conditions under which it may be renewed for a stipulated period of time. Often indices such as the Consumer Price Index (CPI) or Producer Price Index (PPI) are used as a benchmark in pricing renewal options and assist in determining price reasonableness. Price increases should not be given automatically at renewal. It is the responsibility of the contractor to request a price increase, if desired. The Town may then negotiate the amount of the increase or elect not to renew the contract.

The Town may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract. In unforeseen or extenuating circumstances, a contract may be extended by mutual consent for no more twelve (12) months.

5.4 Distributing Projects for Multiple Award Architectural or Engineering Contracts

The contract term and the project amount shall not exceed the limitations specified in VPPA § 2.2-4303.1, as provided below.

1. Contracting Limitations

   A contract for architectural or professional engineering services may be awarded by the Town for construction projects, provided (i) the projects require similar experience and expertise, (ii) the nature of the projects is clearly identified in the solicitation, and (iii) the contract is limited to a term of one year or when the cumulative total project fees reach the maximum authorized in this section, whichever occurs first. Such contracts may be renewable for four additional one-year terms at the option of the Town. The fair and reasonable prices as negotiated shall be used in determining the cost of each project performed.

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2. Task Orders to Contractors

The Task Order will be offered to one or more of the Architectural or Engineering (A/E) Contractors at the Town's discretion. The Task Order must include a scope of work, a definition of the product required, a request for a project schedule and a request for a fee proposal. Upon receipt of the Contractor's proposal, the Town may award the Task Order deemed to be the best suited for the project.

The fee for the services on each Task Order shall be negotiated individually on a lump sum basis considering the Scope of Services required, the estimated man-hours required for each skill level/discipline and the labor rates agreed upon and listed in the Contract. If an estimate of the time required to perform the Work cannot be reasonably estimated, the A/E may be directed to proceed with work on an hourly basis with a maximum or not-to exceed amount. The compensation / fee shall be determined by the A/E's certified record of man-hours expended by classification / skill level / discipline and the hourly rates for each as listed in the contract.

5.5 Contract Task Orders

Department Director or designee(s) is **not** authorized to execute task orders that bind the Town for the purchase of goods, services, insurance or construction and authorize a contractor to proceed with an order unless a written exception and delegation is given by the Town Manager during an official declared emergency.

5.6 Prompt Pay Act for Localities

Unless agreed to otherwise in writing, the Town will pay invoices in accordance with the Prompt Pay Act for localities or within forty-five (45) days after goods or services are received or the invoice is rendered, whichever is later.

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SECTION 6 SURPLUS PROPERTY POLICY

It is the policy of the Town of Front Royal that surplus property no longer having monetary value or usefulness to the Town shall be disposed of in accordance with the Surplus Property Policy and Procedures.

When items of property and materials become excess to the need of a department, the Purchasing Manager shall be notified by the Department Director. The Purchasing Manager will then proceed to responsibly dispose of such excess property or materials by one or more of the following methods:

1. Transfer to another department if a valid requirement exists in the department. Such transfer will be limited to property that is in good condition and with a reasonably long life expectancy.
2. Sale by public auction or online public auction.
3. Dismantle for parts.
4. Trading in equipment back to contracted vendor, including 'producer responsibility' or 'take-back clauses' in new contracts to enhance recycling options
5. Permit any animal especially trained for police work to be sold at a price of $1 to the handler who last was in control of the animal.
6. Any officer who at the time of his/her retirement is a full-time sworn law enforcement officer with the Town and who retires after 20 years of service, even if a portion of his/her service was with another agency, may purchase the service handgun issued to him/her by the Town at a price of $1.
7. Encourages the sale or recycling of scrap items which have value for material only, such as water/electric meters, used motor oil, and obsolete electronics.
8. Sale, trade, transfer or destruction of property as otherwise directed by the Town Council.
9. Permit other methods of disposal when(a) the cost of the sale will exceed the potential revenue to be derived therefrom or (b) the surplus material is not suitable for sale.

No surplus property will be disposed of except through the Purchasing Manager

Department Directors or designee(s) are responsible for the disposition of Town assets. Town employees and their immediate families are not authorized to participate in surplus auctions per the Town Surplus Auction Terms and Conditions.

Disposal of any asset acquired with state or federal grant funding or tax-exempt General Obligation bonds must be done in compliance with the original grant agreement and applicable state or federal grant regulations related to asset disposals. If in doubt about the applicability of such restrictions the person seeking to dispose of any such asset must contact the Director of Finance for assistance before disposing of the asset. Failure to do so may result in the Town having to make restitution or pay penalties to the grantor agency or to the Internal Revenue Service.

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SECTION 7 PROCUREMENT VIOLATION POLICY

7.1 Definitions

For purposes of this policy, the terms defined in this section have the meanings ascribed to them in this section unless the context clearly indicates that another meaning is intended.

1. *"Procurement Violation"* is a general term used to describe a purchase made by a Town official or employee that does not comply with established procurement policy. A *"Procurement Violation"* is either categorized as an "*Improper Procurement"* or an *"Unauthorized Purchase".*

2. *"Improper Procurement"* refers to a purchase made by a Town official or employee which does not comply with established procurement policy and (i) is not over the Small Purchase threshold and (ii) the department has available funds. An "Improper Procurement" may be ratified in accordance with the requirements of this policy.

3. *"Unauthorized Purchase"* means a purchase made (i) over the Small Purchase threshold and not in compliance with procurement laws or (ii) without available funds. An "Unauthorized Purchase" cannot typically be cured by ratification.

4. *"Ratification*" or *"Ratify"* refers to the process for legitimizing (i.e., approving) a purchase made by a Town official or employee which does not comply with established procurement policy.

7.2 Policy

All public contracts with nongovernmental contractors for the purchase or lease of goods, or for the purchase of services, insurance, or construction, shall be awarded after competitive sealed bidding or competitive negotiation pursuant to the Virginia Public Procurement Act (VPPA) and Town Policies, unless otherwise or exempted by law, statute, or regulation. These policies apply whether the consideration is monetary or nonmonetary and regardless of whether the Town, the contractor, or a third party is providing the consideration. The Town prohibits officials and employees from procuring or contracting for any goods, services, insurance, or construction in a manner in which is not in compliance with procurement policies contained herein.

The Town shall not be bound by any purchase order or contract made (i) contrary to the procurement laws or (ii) when sufficient funds are not available.

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7.3 Violation Examples

1. Examples of an Improper Procurement (less than $50,000)

    a. Using department makes a non-contract purchase over the single quote threshold without following proper procurement procedures (e.g. not obtaining the required competition stated in the Town of Front Royal Procurement Policy)

    b. Using department authorizes additional goods or services which are different in scope and quantity in comparison to a previously approved contract.

    c. Modifying a contract over the single quote threshold in any manner.

    d. Unauthorized signing of any type of vendor contract containing contractual terms and conditions.

2. Examples of an Unauthorized Procurement (more than $50,000)

    a. Using department makes a non-contract purchase over the formal bid limit without submitting their request through Procurement to complete competitive procurement requirements.

    b. Using department authorizes additional goods or services which are different in scope and quantity in comparison to a previously approved contract.

    c. Modifying a contract in any manner.

    d. Unauthorized signing of any type of vendor contract containing contractual terms and conditions.

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7.4 Ratification of Violations

Ratifying officials may approve a purchase made in violation of procurement policy upon receipt of a written corrective action plan signed and approved by the using Department Director.

1. The written corrective action plan should include the following:

    a. A description of what occurred and what steps have (or will) been taken to preclude future occurrences.

    b. The name of the official or employee who made the unauthorized commitment, to include a statement that the official or employee understands what error was made and how to properly procure in the future.

    c. A statement indicating funds are available for the purchase (which may be satisfied through department approval of a requisition for the full dollar amount).

    d. A determination that the price of the goods, services, insurance, or construction is fair and reasonable based upon appropriate market analysis.

    e. Confirmation that the goods, services, insurance or construction have been provided and accepted (or cannot be reasonably returned) by the Town.

    f. A statement indicating the contractor providing the good or services acted in good faith and that there was no collusion to circumvent proper procurement procedures.

2. For procurement violations with a value up to and including $30,000, Purchasing Manager is the ratifying official.

3. For procurement violations with a value greater than $30,000 and up to $50,000, the Purchasing Manager and the Director of Finance may approve the ratification.

4. For procurement violations with a value greater than $50,000, the Purchasing Manager, the Director of Finance, and the Town Manager must approve the ratification.

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7.5 Escalation for Violations

The following escalation procedures for repeated procurement violations is as follows:

1. First Infraction: Letter to individual user requesting written justification as to why policy was not followed and acknowledgment of the procedural mistake. A copy of the letter is sent to the Department Director. Payment will not be processed until written documentation is received from the individual by the Purchasing Department.

2. Second Infraction: Letter to individual user requesting written justification as to why policy was not followed and acknowledgment of procedural mistake. Letter may require attendance at a one-on-one Procurement User Training with a copy of letter going to Department Director and Director of Human Resources.

3. Third Infraction: Revoke procurement authority of individual. Notify Department Director and Director of Human Resources of continuous failure to comply and request that duty be reassigned. A third infraction within a 12 consecutive month period must be included and considered when an employee's performance evaluation is prepared and may result in the employee being placed on performance improvement plan or disciplinary action up to and including termination depending upon the amount and severity of the infraction at the discretion of the Town Manager.

5. Reinstatement: Reinstatement of procurement authority may be requested by the Department Director thirty (30) days after receipt of the revocation notice provided one-on-one training is completed.

7.6 Fraud and Severe Violations

Any single fraudulent act committed by an employee will result in an immediate revocation of the individual's purchasing authority and reported to the employee's Department Director, the Director of Finance, the Director of Human Resources, the Town Manager, and the Front Royal Police Department as it is appropriate. Fraudulent acts may result in disciplinary action up to and including termination.

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SECTION 8 DEFINITIONS

The words defined in this section shall have the meanings set forth herein wherever they appear in this policies and procedures manual, unless the context in which they are used clearly requires a different meaning, or a different definition is prescribed for a particular section or provision.

1. "Best value," as predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to Town's needs.

2. "Bid" means a competitively priced offer to the Town in response to an Invitation for Bid (IFB). This may also mean a submitting price on a public surplus auction solicited by the Town.

3. "Bidder" means an individual or business who submits a competitively priced bid in response to an Invitation for Bid (IFB), who submitted a quote on a solicitation, or who submits a bid on a public surplus auction.

4. "Bid Bond" means an indemnity agreement in which a third party agrees to be financially liable to pay a certain amount of money in the event a selected bidder fails to accept the contract as bid.

5. "Bid Deposit" means a certified check or cash escrow deposited by a bidder as an agreement in which the bidder agrees to be financially liable to pay a certain amount of money in the event the bidder fails to accept a contract as bid.

6. "Bid Opening" means the process of publicly opening and reading bids at the time and place specified in the Invitation for Bid.

7. "Blanket Purchase Agreement" is a procurement instrument under which the Town contracts with a vendor to provide goods or services for low or erratic volumes under the single quote limit on an as required and over-the counter basis for a 12-month period.

8. "Change Order" means a written authorization change a contract or purchase order, signed by the Town Manager or designee or Contract Administrator, which establishes a change in scope, the cost, and the extent of any adjustment in delivery times.

9. "Competitive Sealed Bidding" means a formal method of selecting the lowest responsive

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and responsible bidder. It includes the issuance of a written Invitation for Bid ("IFB"), public notice, a public bid opening, and evaluation based on the requirements set forth in the IFB. The Purchasing Department may establish methods for conducting transactions electronically, an IFB may be issued directly to vendors electronically, or bids in response thereto may be submitted electronically if specifically authorized in the IFB.

10. "Competitive negotiation" means a formal method of selecting the offeror (or offerors, in the case of multi-award contracts), which in the opinion of the Town has made the best proposal and provides the best value or whose professional qualifications and proposed services are deemed most meritorious. It includes the issuance of a written Request for Proposal ("RFP"), public notice, evaluation based on the criteria set forth in the Request for Proposal and allows negotiation with the top-rated offeror or offerors. Upon implementation of methods prescribed by the Purchasing Department for conducting transactions electronically, an RFP may be issued directly to vendors electronically, or proposals received in response may be submitted electronically if specifically authorized in the RFP.

11. "Construction" means building, altering, repairing, improving, or demolishing any structure, building, road, drainage, or sanitary facility, and any draining, dredging, excavation, grading, or similar work upon real property.

12. "Construction management contract" means a contract in which a party is retained by the Town to coordinate and administer contracts for construction services for the benefit of the Town and may also include, if provided in the contract, the furnishing of construction services to the Town.

13. "Consultant services" means any type of services required by the Town, but not completed by Town employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

14. "Contract" means any type of agreement for the purchase or disposal of goods, supplies, services, or construction. It includes contracts of a fixed price, cost, leases, and purchase orders. It also includes supplemental agreements with respect to any of the foregoing.

15. "Contract Administration" means the management of all facts of a contract to assure the Contractor's total performance is in accordance with the contractual commitments and that the obligations of the Contractor under the terms and conditions of the contract are fulfilled.

16. "Contract Amendment, Contract Modification" means a written alteration or modification in specifications, delivery point, rate of delivery, period of performance,

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price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

17. "Contract, Cost-Plus-A-Percentage of Cost" means a form of contracts which provides for an agreed to fee or profit at a specified percentage of the contractor's actual cost of accomplishing the work.

18. "Contract, Design-Build" means a contract the Town and another party in which the party contracting with the Town agrees to both design and build the structure, roadway or other item specified in the contract.

19. "Contract, Fixed Price" means a contract that provides a firm unit price or lump sum price to be established at the time of order placement or contract award.

20. "Contract, Fixed Price with Incentive" means a fixed price with an agreed upon target cost and/or profit, a ceiling price, and a profit formula. Below target, the Contractor and the Town share savings. Above ceiling, the Contractor must assume all costs.

21. "Contract, Fixed-Price with Escalation/De-Escalation" means a fixed price type of contract that provides for the upward and downward revision of the stated contract price upon the occurrence of certain contingencies (such as fluctuations in material costs and labor rates) specifically defined in the contract.

22. "Contract Management" means the management of the Town's contracts and contract-related activity which may include accounting, administration, auditing, grants management, law, negotiation, logistics, price-structure compensation, delegation of purchasing authority, program management, termination and other business-related activities.

23. "Contract, Requirements Type" means a form of contact covering long-term requirements used when the total quantity required cannot be definitively fixed but can be stated as an estimate or within maximum and minimum limits, with deliveries on demand. Such contracts are usually for one year or more in duration. Such contracts may also be referred to as "on-call", "annual", or "indefinite delivery/indefinite quantity" (ID/IQ).

24. "Contract, Time and Materials" means a contract providing for the procurement of supplies or services on the basis of direct labor hours at specified fixed hourly rates (which include direct and indirect labor, overhead, and profit) and material at cost, or at some bid percentage discount from a manufacturer's catalog or list prices.

25. "Contractor" means any person or business having a contract with the Town.

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26. "Debarment" means an action taken to deny prequalification, disqualify, or debar an individual or firm from consideration for award of contracts by the Town. A debarment shall not be for a period exceeding five (5) years and during that time, the debarred entity or individual shall be ineligible to bid or propose on Town solicitations.

27. "Department" means a division that is operating under the Town government organizational structure and has the same meaning as agency or office.

28. "Designee" means a duly authorized representative selected to carry out a duty or role, and act within the limits of the delegator's authority.

29. "Design-build contract" means a contract between the Town and another party in which the party contracting with the Town agrees to both design and build the structure, roadway, or other item specified in the contract.

30. "Emergency" means a threat to life or property or an unforeseen situation, which curtails or greatly diminishes an essential service, as determined by the Town Manager or designee(s).

31. "Employee" or "Town employee" means a person employed by and drawing a salary from the Town, including elected officials or appointed members of governing boards and commissions.

32. "Excess Property" means property which exceeds the requirement of the department to which the property is assigned.

33. "Faith–Based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P. L. 104- 193.

34. "Firm" means any individual, partnership, corporation, association, or other legal entity permitted by law to conduct business in the Commonwealth of Virginia; or any other individual, firm, partnership, corporation, association or other legal entity qualified to perform professional, non-professional, or consultant services.

36. "Fiscal year" means the 12-month period used for accounting purposes. The Town's fiscal year is from July 1 through June 30.

35. "Fixed Asset" means a tangible object (not a component) which has an expected useful life of at least one year and a dollar value in excess of $5,000.

36. "Formal solicitation" means a sealed invitation to bid or sealed request for proposal

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issued where the estimated cost is greater than or equal to the VPPA formal solicitation limit (or $200,000).

38. "Gift" means any present or promised payment, loan, subscription, advance, deposit of money or service given, unless consideration of substantially equal or greater value is exchanged.

39. "Goods" means all material, equipment, supplies, printing, including information technology hardware and software and intellectual property.

40. "Information Technology" means any goods or services including telecommunications, automated data processing, databases, the internet, management information systems, software systems, intellectual property, and any related equipment, management, and records.

41. "Immediate family" means a spouse, child, parent, brother, sister, and any other person living in the same household as the employee.

42. "Independent contractor" means a worker over whom the employer has the right to control or direct the result of the work done, but not the means and methods of the work.

43. "Ineligibility" means an action taken by the Town to refuse permission to participate, or disqualify from participation, an offeror, bidder, or contractor, in public contracts.

44. "Informality" means a minor defect or variation of a bid or proposal from the exact requirements of the IFB or the RFP which does not affect the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured.

45. "Informal solicitation" means an unsealed invitation to bid or unsealed request for proposal issued under the Town's Small Purchase Policy where the estimated cost is less than the formal solicitation limit (or $50,000).

46. "Invitation for Bid" means a document containing or incorporating the scope of work and all contractual terms and conditions, which is used to solicit written bids for a specific requirement for goods, nonprofessional services, or construction. This type of solicitation is referred to herein as Invitation for Bid (IFB) or competitive sealed bidding.

47. "Job order contracting" means a method of procuring construction by establishing a book of unit prices and then obtaining a contractor to perform work as needed using the prices, quantities, and specifications in the book as the basis of its pricing. The contractor may be selected through either competitive sealed bidding or competitive negotiation depending on the needs of the Town. A minimum amount of work may be specified in the contract.

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48. "Joint Procurement" means a procurement by a public body with one or more other public bodies, for the purpose of combining requirements for the purchase of like goods and/or services in order to increase efficiency and/or reduce administrative expenses. All authorized parties are involved in the procurement process and only those parties can participate in jointly purchasing form the contract. No other public bodies can purchase from the contracts as joint purchasers.

49. "Nonprofessional services" means any service not specifically identified as a professional service.

50. "Notice of Award" means public written notification, including electronic notice, that a vendor has received an award by the Town.

51. "Notice of Intent to Award" means public written notice, including electronic notice, prior to award that shows the selection of a vendor for the award of a specific contract or purchase order.

52. "Offeror" means a person or business who makes an offer in response to a Request for Proposal (RFP).

53. "Payment bond" means a bond required of a contractor in which a surety guarantees to the Town of the contractor's obligation to pay all persons supplying labor or materials in the performance of the work provided for in the contract.

54. "Performance bond" means a bond required of a contractor in which a surety guarantees to the Town that the work/services will be performed in accordance with the contract documents.

55. "Purchase Order" means a document used by the Town to execute a purchase transaction.

56. "Official responsibility" means administrative or operating authority, whether intermediate or final, to initiate, approve, disapprove, or otherwise affect a procurement transaction or any resulting claim.

57. "Potential bidder, contractor, or offeror" means a person who, at the time the Town negotiates and awards or proposes to award a contract, is engaged in the sale or lease of goods, or the sale of services, insurance, or construction, of the type to be procured under such contract, and who at such time is eligible and qualified in all respects to perform that contract, and who would have been eligible and qualified to submit a bid

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or proposal had the contract been procured through competitive sealed bidding or competitive negotiation.

58. "Pre-bid or Pre-Proposal Conference" means a meeting open to all with interested bidders or offerors prior to submission of bids or proposals to review, discuss, and clarify technical considerations, specifications, or standards relative to the proposed procurement.

59. "Prequalification" means a procedure to prequalify products or vendors and limit the consideration of bids or proposals to only those products or vendors which have been prequalified.

60. "Procurement" means the process for obtaining goods or services, including activities from the planning steps and preparation of the processing a purchase requisitions, through receipt and acceptance of delivery and processing a final invoice for payment.

61. "Procurement official" means a person who is assigned to the Department of Finance who shall have the general administrative and supervisory authority for the Town's procurement process. The Purchasing Manager may appointment one or more procurement officials to assist in carrying out the procurement functions of the Town, subject to the supervision of the Purchasing Manager, and/or Finance Director or designee(s).

62. "Procurement transaction" means all functions that pertain to the Town's procurement from nongovernmental sources, including the obtaining of any goods, services or construction, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration. A Procurement transaction may or may not result in monetary consideration for either party and applies whether the consideration is monetary or nonmonetary and regardless of whether the Town, the contractor, or a third party is providing the consideration.

63. "Professional services" means work performed by an independent contractor within the scope of practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering.

64. "Proposal" means an offer made from one party to the Town in response to a Request for Proposal (RFP) and is the basis for negotiations prior to the creation of a contract.

65. "Public body" means any legislative, executive, or judicial body, including the Town of Front Royal, agency, office, department, authority, post, commission, committee, institution, board, or political subdivision created by law to exercise some sovereign power or to perform some governmental duty, and empowered by law to undertake the

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activities described in this policies and procedures manual.

66. "Public contract" or "contract" means an agreement between the Town and a nongovernmental source that is enforceable in a court of law.

67. "Request for Information" means to request for information on goods or services available in the market which may satisfy the Town's requirements.

68. "Request for Quotation" means a request for a quote from one or more vendors under and open market procurement where the estimated cost is less than the formal solicitation limit (or $50,000).

69. "Request for Proposal" means a document, including those attached or incorporated by reference and addendum, containing or incorporating the Town's needs and is utilized for soliciting proposals. This type of solicitation is referred to herein as Request for Proposal (RFP) or competitive negotiation.

70. "Responsible bidder" or "offeror" means an individual, company, firm, corporation, partnership, or other organization who has the capability in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been prequalified, if required.

71. "Responsive bidder" or "offeror" means an individual, company, firm, corporation, partnership or other organization who has submitted a bid which conforms in all material respects to the Invitation to Bid or Request for Proposal.

72. "Reverse auctioning" means a procurement method wherein bidders are invited to bid on specified goods or nonprofessional services, excluding construction or professional services, through real-time electronic bidding, with the award being made to the lowest responsive and responsible bidder. During the bidding process, bidder's prices are revealed and bidders shall have the opportunity to modify their bid prices for the duration of the time period established for bid opening.

73. "Rolling Stock" powered or unpowered transit vehicle or equipment used for transporting persons, materials, or equipment; including but not limited to cars, trucks, trailers, tractors, forklifts, rough terrain vehicles (RTV).

74. "Scope of work" means the requirements describing the contractor's responsibility for providing the specified goods and services.

75. "Single purchase" or "Spot purchase" means a one-time purchase made in an open market. If it is under the small purchase threshold, it will be made in accordance with the Small Purchase Policy. If over the small purchase threshold, it will be made by competitive sealed bidding or competitive negotiation or by an exception authorized by law.

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75. "Services" means any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials, and supplies.

76. "Sole Source" means a proprietary purchase method where the good or service required is restricted to the manufacturer(s) stipulated or which is only practicably available from one source. Competition should be used if the proprietary goods or services are not sold exclusively by the manufacturer and are available from multiple suppliers, vendors or distributors.

77. "Specification" means the description of the physical or functional characteristics, or of the nature of good service or construction item. It may include a description of any requirement for inspecting, testing or preparing a good, service or construction item for delivery.

80. "Statement of Needs" means the general description of the services to be performed or the goods to be purchased, including quantity, specific tasks, parameters, etc. and is generally used in a Request for Proposal.

81. "Surplus property" consists of tangible property (e.g. equipment, materials, supplies, vehicles) that is left over after the needs for which it is acquired have been satisfied or no longer having usefulness to the Town. This includes obsolete supplies, nonexpendable supplies and equipment, and equipment that have completed their usual useful life.

82. "Term contract" means a type of contract in which a source of supply is established for a specified period of time for specified services or supplies; usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit or lump sum price.

83. "Total value" means the total of all considerations (monetary and nonmonetary) from all parties (Town, contractors and any third parties) for the initial period of the contract plus any possible renewal periods. If the total value is up to and including $50,000,the Town's Small Purchase Policy may apply. If the total value is over $50,000, a decision must be made to use competitive sealed bidding (IFB) or competitive negotiations (RFP), as deemed appropriate.

84. "Town" means the Town of Front Royal, Virginia a council-manager form of government empowered by the Town Charter to carry out the policies and programs.

85. "Virginia Public Procurement Act" or "VPPA"" refer to Chapter 43 of Title 2.2, Code of Virginia, which enunciates the public policies and state law pertaining to governmental procurement from nongovernmental sources.

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Regular Council Meeting Consent Agenda Statement

Item # 10F

Meeting Date: September 25, 2023

Agenda Item: Resolution Authorizing the Execution of the 2025-2028 Fixed Volume Energy Supply Schedule with American Municipal Power (AMP)

Summary: Council is requested to approve a Resolution for fixed volume energy supply schedule for 2025-2028 not to exceed $59.00 per MWh, as presented.

Budget/Funding: 9401-43022 Department of Energy Resources Purchase of Electric

Meetings: Work Session held September 11, 2023

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 Resolution for fixed volume energy supply schedule for 2025-2028 not to exceed $59.00 per MWh, as presented.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

TOWN OF FRONT ROYAL, VIRGINIA

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED:

_____
Lori A. Cockrell, Mayor

ATTEST:

_____
Tina L. Presley, Clerk of Council

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

Melissa DeDomenico-Payne	__Yes __No	H. Bruce Rappaport	__Yes __No
Joshua L. Ingram	__Yes __No	Duane R. "Skip" Rogers	__Yes __No
Amber F. Morris	__Yes __No	R. Wayne Sealock	__Yes __No

****

Approved as to Form and Legality:

_____

George M. Sonnett, Jr., Town Attorney Dated: _____

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Regular Council Meeting Consent Agenda Statement

Item #10G

Meeting Date: September 25, 2023

Agenda Item: Resolution to Cancel Council Regular Work Session of October 10th

Summary: Council is requested to approve a resolution that would cancel their regularly scheduled work session on October 10, 2023, as presented.

Budget/Funding: None

Meetings: None

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 resolution that would cancel their regularly scheduled work session on October 10, 2023, as presented.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

RESOLUTION
TO CANCEL REGULAR WORK SESSION

WHEREAS, a Regular Work Session is scheduled for Tuesday, October 10, 2023; and,

WHEREAS, October 6 – 10, 2023 is the Annual Mayor's Institute and Virginia Municipal League Conference constituting an unforeseen probable issue of low attendance at this meeting; and,

WHEREAS, to avoid the possibility of not having a quorum it is in the best interest of the community to cancel the regular work session of October 10, 2023; and,

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the Town Council of the Town of Front Royal approve the cancellation of the regularly scheduled work session of October 10, 2023

APPROVED:

_____
Lori A. Cockrell, Mayor

ATTEST:

_____
Tina L. Presley, Clerk of Council

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

Melissa DeDomenico-Payne	__Yes __No	H. Bruce Rappaport	__Yes __No
Joshua L. Ingram	__Yes __No	Duane R. "Skip" Rogers	__Yes __No
Amber F. Morris	__Yes __No	R. Wayne Sealock	__Yes __No

****

Approved as to Form and Legality:

_____

George M. Sonnett, Jr., Town Attorney

Dated: _____

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Regular Council Meeting Consent Agenda Statement

Item # 10H

Meeting Date: September 25, 2023

Agenda Item: Appointment to the Planning Commission

Summary: Council is requested to appoint a member to the Planning Commission to a 4-year term ending August 31, 2027.

Budget/Funding: None

Meetings: Closed Meeting

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 appoint Brian Matthiae to the Planning Commission said term ending August 31, 2027.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

Regular Council Meeting Consent Agenda Statement

Item # 10I

Meeting Date: September 25, 2023

Agenda Item: Appointments to the Front Royal Economic Development Authority (FREDA)

Summary: Council is requested to appoint members to the Front Royal Economic Development Authority (FREDA).

Budget/Funding: None

Meetings: Various Closed Meetings

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 appoint Aiden Miller to an unexpired term ending December 13, 2024 and Thomas E. Eshelman said term ending December 12, 2026.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

Regular Council Meeting Agenda Statement

Item # 12

Meeting Date: September 25, 2023

CLOSED MEETING

Motion to go into Closed Meeting

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

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

1) pursuant to Section 2.2-3711(A)(7) of the Code of Virginia, consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, more specifically, Town of Front Royal v. Front Royal Warren County EDA and Front Royal – Warren County EDA v. Town of Front Royal.

Motion to Certify Closed Meeting at its Conclusion

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

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