



## TOWN OF FRONT ROYAL, VIRGINIA TOWN COUNCIL MEETING

Monday, September 28, 2015 @ 7:00pm

Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of the Regular Council Meeting minutes of September 14, 2015 and Special Meeting Minutes of September 21, 2015
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
  - a. Report of special committees or Town officials and Town Manager.
    - 1) **United Way Presentation – Rita Biggs**
    - 2) **Report from EDA Executive Director Jennifer McDonald**
    - 3) **Report from NSVRC Executive Director Martha Shackle**
  - b. Requests and inquiries of Council members.
  - c. Report of the Mayor
  - d. Proposals for addition/deletion of items to the Agenda.
7. **CONSENT AGENDA ITEMS** – (ROLL CALL VOTE REQUIRED)
  - A. COUNCIL APPROVAL – Budget Amendment - DMV Highway Safety Grants
  - B. COUNCIL APPROVAL – Warren Heritage Society Request for Utility Funding
  - C. COUNCIL APPROVAL – Employee Handbook Amendments
8. **PUBLIC HEARING** – Special Use Permit for Angel’s Korner Daycare
9. **COUNCIL APPROVAL** – An Ordinance to Amend Town Code Pertaining to Fines and Costs for Traffic and Parking Violations (*2<sup>nd</sup> Reading*)
10. **COUNCIL APPROVAL** – Designation of AMP as Agent
11. **COUNCIL AUTHORIZE FOR PUBLIC HEARING** – Reduction of Lodging Tax Rate
12. **CLOSED MEETING** – Afton Inn Update

7A



Town of Front Royal, Virginia  
Council Agenda Statement

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Item No.   7(A)  

Meeting Date: September 28, 2015

**Agenda Item:** COUNCIL APPROVAL – Budget Amendment - DMV/Highway Safety Grants

**Summary:** Council is requested to approve a Budget Amendment in the amount of \$14,249.00 for two DMV/Highway Safety Grants that have been awarded to the Front Royal Police Department for Federal Year 2016; and to authorize the Town Manager to execute all necessary documentation. These grants include:

- 1) The Selective Enforcement – Alcohol Grant in the amount of \$11,249.00 with matching funds of \$5,624.00. These funds will be used to pay officers who work overtime for selective enforcement assignments, replace two preliminary breath test units, one lidar and the expense of having officers attend the annual Mid-Atlantic DUI conference in Virginia Beach, VA.
- 2) The Selective Enforcement – Speed Grant in the amount of \$3,000.00 with matching funds of \$1,500.00. The funds will be used to pay officers who work overtime for saturation patrols to combat excessive speeding and distracted driving in the community.

Both grants are effective from October 1, 2015 through September 30, 2016.

<b>Budget/Funding:</b>	Revenue – 1000-3310003 [Grants- Law Enforcement]	\$14,249.00
	Expense - 3102-7001 [Police Equipment]	\$2,645.00
	3102-5504 [Police Travel & Education]	\$1,500.00
	3102-1002 [police – overtime]	\$10,104.00

**Attachments:** Letter from Captain and Grant Information

**Meetings:** None

**Staff**

**Recommendation:** Approval   X   Denial \_\_\_\_\_

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

**Proposed Motion:** I move that Council approve a budget amendment in the amount of \$14,249.00 for two DMV/Highway Safety Grants: 1) The Selective Enforcement – Alcohol Grant in the total amount of \$11,249.00 with matching funds of \$5,624.00 and 2) The Selective Enforcement – Speed Grant in the amount of \$3,000.00 with matching funds of \$1,500.00. I further move that Council authorize the Town Manager to execute all necessary documentation

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

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

Approved By:   SB



# TOWN OF FRONT ROYAL

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

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

To: Mr. Steve Burke, Town Manager  
From: Kevin Nicewarner, Captain   
Date: September 08, 2015  
Subject: DMV Highway Safety Grants FY2016

Attached you will find a copy of two DMV / Highway Safety Grants that have been awarded to the Town of Front Royal Police Department for Federal Fiscal Year 2016. These grants would be effective from October 01, 2015 through September 30, 2016.

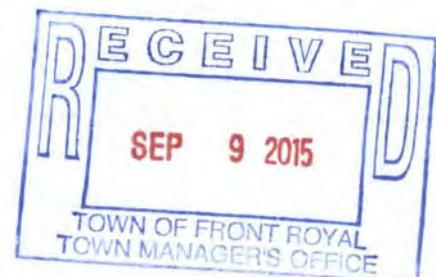
The *Selective Enforcement – Alcohol grant* approved amount totals \$11,249.00. These funds will be used to pay officers who work overtime for selective enforcements assignments such as sobriety checkpoints and saturation patrols to focus on identifying impaired drivers. The funds will also cover the cost to replace two preliminary breath test units, one lidar, and to cover the expense of having two officers attend the annual Mid-Atlantic DUI conference in Virginia Beach, VA.

The *Selective Enforcement – Speed grant* approved amount totals \$3000.00. These funds will be used to pay officers who work overtime for saturation patrols to combat excessive speeding and distracted driving in our community.

As in previous years, the approved project requires the town to include a 50% match of funds for law enforcement. The Selective Enforcement – Alcohol matching funds total \$5,624.00 and the Selective Enforcement – Speed matching funds total \$1500.00. Those matching funds will be incurred in our fuel and vehicle maintenance.

I am requesting this be placed on the Council's Consent Agenda. If approved, I will provide you with the original documents for your signature. Please contact me should you have any questions.

CC: Chief Shiflett  
Major Hite  
Captain Ryman  
MPO Cave  
Administrative Assistant Miner





# TOWN OF FRONT ROYAL

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

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

August 26, 2015

Doug Stader  
3281 Peoples Drive  
Harrisonburg, VA 22801

Dear Mr. Stader;

As of August 26, 2015 our new project director will be Captain Kevin D. Nicewarner for the 2015 DMV grant.

Captain Nicewarner's email address is: [knicewarner@frontroyalva.com](mailto:knicewarner@frontroyalva.com), his office number is 540-635-2111 and his cell phone number is 540-692-4765.

Sincerely,

Lois Miner  
Senior Administrative Assistant

Captain Kevin D. Nicewarner  
Project Director

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Town Manager, Steve Burke  
Authorizing Official

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

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

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

Sub Recipient: Front Royal Town  
Project Title: Selective Enforcement - Alcohol  
Project Number/CFDA Number: 154AL-2016-56142-6342-20.607  
Grant Award Amount: \$11,249.00

Source of funds obligated to this award: U.S. Department of Transportation, National Highway Traffic Safety Administration  
Period of Performance for this project (hereinafter "Grant Period"): From October 1, 2015, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2016. Allow 21 days for the Department to complete its review and signature. **FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2016.**

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

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

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

**SIGNATURES OF AUTHORIZED APPROVING OFFICIALS**

**For Sub Recipient:**

**For Virginia Department of Motor Vehicles:**

\_\_\_\_\_  
Name and Title of Project Director (print)

John Saunders  
\_\_\_\_\_  
Director, Virginia Highway Safety Office (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Approving Official (print)  
Sub Recipient's DUNS Number \_\_\_\_\_

Does your locality/legal entity expend \$750,000 or more annually in total federal funds? (check one)  Yes  No

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Department of Motor Vehicles

Grant Budget Lines

Date Run: 22- JUL- 2015

154AL- 2016 - 56142 - 6342 - Front Royal Town

PM: Doug Stader

Project Director Initials \_\_\_\_\_ Date

Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds
Personnel	Approx. 192/hrs @ 37.00/hr selective enforcement	1	7,104.00	7,104.00	7,104.00	0.00
Training / Travel	Attend annual Mid-Atlantic DUI conference in Virginia Beach, VA	2	750.00	1,500.00	1,500.00	0.00
Equipment	Two Preliminary Breath Test units	2	375.00	750.00	750.00	0.00
Equipment	1- Lidar unit	1	1,895.00	1,895.00	1,895.00	0.00
Matching Funds	fuel and vehicle maintenance	1	5,624.00	5,624.00	0.00	5,624.00
			<b>Total:</b>	<b>16,873.00</b>	<b>11,249.00</b>	<b>5,624.00</b>

Sub Recipient Name: Front Royal Town Project #: 154AL-2016-56142-6342-20.607

### STATEMENT OF WORK AND SPECIAL CONDITIONS

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

a. List Specific Program Elements:

For October 1, 2015 through December 31, 2015

Estimated 48 number of overtime hours to be used

Estimated 1 number of checkpoints

Estimated 4 number of saturation/individual patrols

For January 1, 2016 through March 31, 2016

Estimated 18 number of overtime hours to be used

Estimated 0 number of checkpoints

Estimated 4 number of saturation/individual patrols

For April 1, 2016 through June 30, 2016

Estimated 48 number of overtime hours to be used

Estimated 1 number of checkpoints

Estimated 4 number of saturation/individual patrols

July 1, 2016 through September 30, 2016

Estimated 78 number of overtime hours to be used

Estimated 2 number of checkpoints

Estimated 4 number of saturation/individual patrols

- b. To conduct a minimum of 1 checkpoints and/or 2 saturation/individual patrols for (during) the Click It or Ticket Mobilization period in May 2016.
- c. To conduct a minimum of 2 checkpoints and/or 2 saturation patrols for the mandatory Checkpoint Strike Force Campaign.
- d. To have 2 number of sworn officers attend 1 number DMV approved traffic safety-related training events (e.g. ACTS, NHTSA Safety Summit, Field Sobriety Testing).
- e. Increase from number of radar units in active use from 12 to 13. (If approved, all units must be ordered by December 31, 2015 and put in service by March 31, 2016).
- f. Increase from number of breath testing units in active use from 11 to 11. (If approved, all units must be ordered by December 31, 2015 and put in service by March 31, 2016).

Project Director \_\_\_\_\_  
Initial \_\_\_\_\_ Date \_\_\_\_\_

Sub Recipient Name: Front Royal Town Project #: 154AL-2016-56142-6342-20.607

2. The sub recipient must contribute to the overall State Highway Safety Plan goals:

**ALCOHOL**

**STATEWIDE GOAL: To decrease alcohol-impaired driving fatalities 4 percent from the 2013 calendar base year of 254 to 245 by December 31, 2016.**

**AGENCY GOAL:** Decrease alcohol-related crashes 25% from calendar year 2014 from 4 related crashes to 3 or less

- Must participate in Checkpoint Strike Force (CPSF)/Drive Sober or Get Pulled Over (DSOGPO) activities.
- Sub recipients must submit Checkpoint Strike Force (CPSF)/Drive Sober or Get Pulled Over (DSOGPO) selective enforcement data electronically through TREDIS (Traffic Records Electronic Data System).
- BASED ON ALCOHOL-RELATED CRASH DATA (using crash data from VAHSO or other approved local crash information):

75 percent of alcohol selective enforcement activities are to be conducted

between the hours of 9:00 pm to 3:00 am

with special emphasis on the following days of the week: Friday, Saturday, Sunday.

The remaining 25 percent of selective enforcement hours may be scheduled during other DMV approved identified high-crash time periods.

- Enforcement is to be conducted using data-identified problem locations.
- Grant-funded equipment must be ordered by December 31, 2015, and put in service by March 31, 2016 and documentation maintained concerning use.
- All sub recipients must submit a completed monitoring report (TSS 14-A) to their DMV Grant Monitor by specific assigned dates.
- Sub recipients must attend all mandatory DMV grant-related trainings.

Zero tolerance (no warnings) for violators during grant-funded overtime.

Project Director \_\_\_\_\_  
Initial \_\_\_\_\_ Date \_\_\_\_\_

## HIGHWAY SAFETY GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

1. **Purpose and Background.** The Department is awarding this grant to support the implementation of highway safety projects by state, local and non-profit partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the federal program areas under Public Law 109-59, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and Public Law 112-141, Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21).
2. **Paid Media.** Grants consisting of \$100,000 or more in paid media funds will be required to perform pre- and post-surveys during the Grant Period. The level of assessment is based on the cost of a paid advertising campaign as follows:
  - a. **Level 1, for a paid advertising campaign of up to \$100,000:**

At a minimum, an assessment must measure and document audience exposure to paid advertised messages and the number of airings or print ads devoted to each announcement. The size of the audience needs to be estimated using a source appropriate for the medium used, such as Arbitron or Nielsen ratings for radio and TV. More specifically, all paid advertising for which the state used 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):

    - Mail surveys;
    - Telephone surveys;
    - Focus groups;
    - Mall intercept interviews;
    - Direct mailings;
    - Call-in centers;
    - Newspaper polls;
    - Household interviews;
    - Before and after approach, which compares system status before and after the introduction of the message; and
    - Control region approach, which relates one study site exposed to the message to a similar site that is not exposed to the message.
3. **Equipment.** Costs for equipment are allowable under specified conditions. Costs for new and replacement equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more must be pre-approved before a Sub Recipient purchases the equipment. Such approval shall be obtained by the Department from the National Highway Traffic Safety Administration (NHTSA) regional manager in writing, and Sub Recipient will be notified by the Department when this approval has been secured. Federal government requirements mandate that the Department maintain an accurate accounting and inventory of all equipment purchased using federal funds, and Sub Recipient shall comply with applicable reporting requirements that may be specified in the Highway Safety Grant Program Manual and amendments thereto.

Project Director's Initials \_\_\_\_\_

Sub Recipient must request advance, written approval from the Department to sell, transfer or dispose of any and all non-expendable equipment purchased in whole or in part with the use of federal highway safety funds. Disposition of funds from the sale of equipment to another entity must be agreed upon by the Department and the Sub Recipient and approved by NHTSA and the Department. In the event of a conflict between this section, 2 CFR Part 200 and 2 CFR Part 1201 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - referred to as the "Supercircular"), 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 the Sub Recipient's progress in fulfilling items listed in the Statement of Work and Special Conditions, including funded elements of the Sub Recipient'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 the Sub Recipient, 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 Grant Period 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 the Sub Recipient'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 Sub Recipient under this Grant Agreement or pursuant to applicable state and federal law, regulations or rules. Any representation to the contrary by the Sub Recipient to any third party is strictly prohibited and may be grounds for the termination of this Grant Agreement by the Department.

5. Audit. Sub Recipients expending \$750,000 or more in federal awards (single or multiple awards) in a year are 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, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), 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 by **March 15**. Sub Recipients are encouraged to submit their audit report to the Federal Audit Clearinghouse (FAC) at <http://harvester.census.gov/sac/>. 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, the Sub Recipient will be responsible for repayment to the Department of such unallowable expenditures.

6. Closeout. Sub Recipients are 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.

Project Director's Initials \_\_\_\_\_

## **Article 1. COMPLIANCE WITH LAWS**

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

## **Article 2. STANDARD ASSURANCES**

The Sub Recipient hereby assures and certifies that it will comply with all applicable laws, regulations, policies, guidelines, and requirements, including 23 U.S.C. (United States Code) Chapter 4, Highway Safety Act of 1966, as amended; 23 U.S.C. 405, National Priority Safety Programs; 2 CFR Part 200 and 2 CFR Part 1201 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); the federal Highway Safety Grant Funding Guidance (Revised 2013); the federal Uniform Guidelines for State Highway Safety Programs; the Procedures for the Transportation Safety Grants Program and subsequent amendments; and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Sub Recipient assures and certifies that:

- A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized approving official of the Sub Recipient to act in connection with the application and to provide such additional information as may be required.
- B. It does and will comply and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and, in accordance with that Act, no person shall discriminate on the basis of race, color, sex, national origin, age, religion, or disability.
- C. It does and will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- D. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- E. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all state and local government officers and employees.
- H. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.
- I. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.

**Project Director's Initials** \_\_\_\_\_

- J. 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 the Sub Recipient.
- 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.
- 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 be incurred in accordance with the Grant Agreement, within the time frame specified in the Grant Period specified 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.
- E. Federal or Department funds cannot supplant (replace) funds from any other sources. The term "supplanting" refers to the use of federal or Department funds to support personnel or an activity already supported by local or state funds.
- F. Payment of costs incurred under the Grant Agreement is further governed by 2 CFR Part 200 and 2 CFR Part 1201.
- G. A Sub Recipient may request an Indirect Cost Rate for grants that are not enforcement related. The Sub Recipient must submit a copy of their federally negotiated indirect cost rate. A Sub Recipient that does not have a federally negotiated indirect cost rate, may submit a letter requesting a de minimis indirect cost rate of 10% of modified total direct costs (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 2 CFR Part 200.

- H. The Sub Recipient will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before the Sub Recipient can demonstrate that funds for the corresponding portion of the matching requirement have been received by Sub Recipient. A matching report must be submitted with each reimbursement voucher.
- I. The Sub Recipient agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Grant Program Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. The Sub Recipient agrees to submit the final Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Grant Period or **November 5**.

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

Project Director's Initials \_\_\_\_\_

- J. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- K. Grant Agreements supported with federal or state funds are limited to the length of the Grant Period specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Sub Recipient may apply for funding assistance beyond the initial Grant Period. Preference for funding will be given to those projects for which the Sub Recipient has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.
- L. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, including this Grant Agreement, the Sub Recipient shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds provided for the project or program.

#### **Article 4. LIMITATION OF LIABILITY**

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

#### **Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT**

The Grant Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment form designated by the Department. Any amendment must be executed by the parties within the Grant Period specified in the Grant Agreement. Any proposed modifications or amendments to this Grant Agreement as defined in Article 6, Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Sub Recipient'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 deobligate funds not obligated by the Sub Recipient as of the close of the Grant Period specified in this Grant Agreement. In addition, the Department may deobligate funds in the event of termination of the Grant Agreement pursuant to Article 11, Termination.

#### **Article 6. ADDITIONAL WORK AND CHANGES IN WORK**

If the Sub Recipient is of the opinion that any assigned work is beyond the scope of the Grant Agreement and constitutes additional work, the Sub Recipient shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise the Sub Recipient 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 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 the Sub Recipient 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, the Sub Recipient shall make

**Project Director's Initials** \_\_\_\_\_

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 the Sub Recipient submits work that does not comply with the terms of the Grant Agreement, the Department shall instruct the Sub Recipient 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.

The Sub Recipient 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 the Sub Recipient or any costs incurred by the Sub Recipient relating to additional work not directly associated with or prior to the execution of an amendment.

#### **Article 7. REPORTING AND NOTIFICATIONS**

Sub Recipients 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.

The Sub Recipient 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 Sub Recipient personnel, that will materially affect the Sub Recipient'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 Sub Recipient to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

#### **Article 8. RECORDS**

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

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

#### **Article 9. INDEMNIFICATION**

The Sub Recipient, if other than a government entity, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the acts or omission of the Sub

**Project Director's Initials** \_\_\_\_\_

Recipient, its officers, agents or employees. The Sub Recipient, if other than a government entity, further agrees to indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any costs including, but not limited to, attorney fees and court costs, incurred by the Department in connection with any such claims or actions.

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

#### **Article 10. DISPUTES AND REMEDIES**

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

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

#### **Article 11. TERMINATION**

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

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

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

The Department shall compensate the Sub Recipient for only those eligible expenses incurred during the Grant Period 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. The Sub Recipient shall not incur nor be reimbursed for any new obligations after the effective date of termination.

#### **Article 12. 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 the Sub Recipient desires to subcontract part of the work specified in the Grant Agreement, the Sub Recipient 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.

The Sub Recipient, 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, the Sub Recipient 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.

**Project Director's Initials** \_\_\_\_\_

**Article 13. NONCOLLUSION**

The Sub Recipient 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 Sub Recipient breaches or violates this certification, the Department shall have the right to annul this Grant Agreement without liability.

**Article 14. SUB RECIPIENT'S RESOURCES**

The Sub Recipient certifies that it presently has adequate qualified personnel in its employment to perform the work required under the Grant Agreement, or that Sub Recipient will be able to obtain such personnel from sources other than the Department.

All employees of the Sub Recipient shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Sub Recipient 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, the Sub Recipient shall furnish all equipment, materials, supplies, and other resources required to perform the work.

**Article 15. SUB RECIPIENT SEAT BELT USE**

The Sub Recipient 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 the Sub Recipient, including police vehicles.

**Article 16. PROCUREMENT AND PROPERTY MANAGEMENT**

The Sub Recipient 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 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards).

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

**Article 17. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Agreement shall become the sole property of the Commonwealth in accordance with Va. Code §2.2-2822 and Executive Memorandum 4-95. On request, the Sub Recipient 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 18. RESEARCH ON HUMAN SUBJECTS**

The Sub Recipient 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.

Project Director's Initials \_\_\_\_\_

**Article 19. ASSIGNMENT**

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

**Article 20. NONDISCRIMINATION**

- A. The Sub Recipient **WILL COMPLY WITH ALL** Federal Statutes and implementing regulations relating to nondiscrimination. These include, but are not limited to:
1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21);
  2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex;
  3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27);
  4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
  5. The Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities;
  6. The Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  7. The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  8. Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records;
  9. Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing;
  10. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
  11. The requirements of any other nondiscrimination statute(s) which may apply to the application.
- B. The Sub Recipient 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 the Sub Recipient has been cited for noncompliance with these laws, regulations or policies, the Sub Recipient will not be eligible to receive funding.
- C. In all solicitations either by competitive bidding or negotiation made by the Sub Recipient for work to be performed under a subcontract, including procurement of materials and equipment and leasing of equipment, each potential subcontractor or supplier shall be notified by the Sub Recipient of the Sub Recipient's obligations under this Grant Agreement and the laws, regulations and policies relating to nondiscrimination on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law.

**Project Director's Initials** \_\_\_\_\_

- D. The Sub Recipient shall provide all information and reports required by the laws, regulations and policies relating to nondiscrimination, and directives issued pursuant thereto, and shall permit access to its books, records, accounts, facilities and other sources of information, as may be determined by the Department or the US DOT to be pertinent, to ascertain compliance with such laws, regulations and policies relating to nondiscrimination. Where any information required of the Sub Recipient is in the exclusive possession of another who fails or refuses to furnish this information, the Sub Recipient shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Sub Recipient has made to obtain the requested information.

#### **Article 21. DRUG-FREE WORKPLACE**

The Sub Recipient certifies that it will provide a drug-free workplace in accordance with the requirements of 29 CFR, Part 98, Subpart F.

#### **Article 22. BUY AMERICA ACT**

The Sub Recipient will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases 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. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

#### **Article 23. DISADVANTAGED BUSINESS ENTERPRISE**

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

- The Sub Recipient agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Sub Recipient shall make good faith efforts, in accordance with 49 CFR Part 26, to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- The Sub Recipient and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

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

#### **Article 24. DEBARMENT/SUSPENSION**

- A. The Sub Recipient certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any state or federal department or agency or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension;

**Project Director's Initials** \_\_\_\_\_

2. Have not within a three (3) year period preceding the Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
  4. Have not, within a three (3) year period preceding the Grant Agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Sub Recipient is unable to certify to any of the statements in this Article, such Sub Recipient shall attach an explanation to the Grant Agreement.
- C. The Sub Recipient is prohibited from making any subcontract or sub award or permitting any subcontract or sub award to any party that does not certify to the Sub Recipient that such party meets the requirements set forth in Section A., Items 1 – 4 of this Article. When requested by the Department, Sub Recipient shall furnish a copy of such certification.
- D. The Sub Recipient shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

#### **Article 25. LOBBYING CERTIFICATION**

The Sub Recipient certifies to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Sub Recipient, 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 appropriated 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 or film presentation designed to support or defeat legislation pending before the Congress or the Virginia General Assembly, except in presentation to the Congress or General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Sub Recipient or agent acting for such Sub Recipient related to any activity designed to influence legislation or appropriations pending before the Congress or the Virginia General Assembly.
- D. The Sub Recipient shall require that the language of this certification be included in the award documents for all sub awards and subcontracts and that all subcontractors shall certify and disclose accordingly.

**Project Director's Initials** \_\_\_\_\_

- E. This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was 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 26. 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.

**Article 27. 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 the Sub Recipient 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 Sub Recipient's breach of this Grant Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorneys fees, incurred in such proceedings.

**Article 28. ADDITIONAL PROVISIONS**

- A. **Signature Authorized.** The Sub Recipient's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B. **Headings.** The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.
- C. **Notice.** All notices, requests and demands shall be directed as follows:

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

**To Sub Recipient:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

**Project Director's Initials** \_\_\_\_\_

**7B**



Town of Front Royal, Virginia  
Council Agenda Statement

Page   1    
Item No.   7(B)  

Meeting Date: September 28, 2015

**Agenda Item:** COUNCIL APPROVAL – Warren Heritage Society Utility Service Reimbursement

**Summary:** The Town has received a request from Patrick Farris, Executive Director of Warren Heritage Society, for an in-kind donation to offset the utility expenses incurred by the Society in the amount of \$15,000. Council is requested to consider approval of a reimbursement of the expense of utility services at 101 Chester Street for the Warren Heritage Society for FY 2015-2016 in an amount not to exceed \$15,000.

**Budget/Funding:** Funds from Electric, Water and Sewer Fund Reserves

**Attachments:** Letter from the Warren Heritage Society

**Meetings:** Work Session held September 21, 2015

**Staff Recommendation:** Approval   X   Denial           

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

**Proposed Motion:** In accordance with the authority granted local governments by Virginia Code Section 15.2-953, I move that Council make a donation of \$15,000 to be used toward payment of the utility bills beginning September 2015 of the Warren Heritage Society, Inc., a Virginia nonprofit organization in the Town of Front Royal that is engaged in commemorating historical events, located at 101 Chester Street.

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

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

Approved By:           SB

Steve Burke  
Town Manager  
Town of Front Royal

Mr. Burke,

As per your request, I am formally submitting for consideration by the Front Royal Town Council financial support from the Town to the Warren Heritage Society in the form of coverage of the Society's utilities costs. In 2014 past the Town covered these costs to the amount of \$10,000 per year, which covered approximately 65% of our annual utilities usage, and so we are requesting the amount be amended to \$15,000 in coverage in order to defray these expenses.

As we have submitted in the past, the Warren Heritage Society is proud to assist and partner with the Town on numerous projects, and through its own financing has built and maintained a museum complex with extensive programming that serves the community year-round and attracts visitors.

Thank you for your time and consideration, please do not hesitate to contact me concerning any aspect of this request.

Most sincerely yours,

Patrick Farris  
Executive Director  
Warren Heritage Society

7C



Town of Front Royal, Virginia  
Council Agenda Statement

Page   1    
Item No.   7(C)  

Meeting Date: September 28, 2015

**Agenda Item:** COUNCIL APPROVAL – Employee Handbook Amendments

**Summary:** Council is requested to consider approval of the following amendments to the Town’s Employee Handbook as presented: 1) adding the Town’s Electronic Information Device Policy, which regulates what information and social media employees can use and post on their Town-issued cell phones and computers; 2) remove “Sick Leave Donation Program” due to lack of employee participation; 3) clarify “Call Back Pay” to remove any ambiguity that has been identified in certain situations; 4) amend definition of “grievance” slightly to conform to the Code of Virginia to eliminate any possible ambiguity; 5) renumber sections due to elimination of one section and addition of a new section; 6) Part-time employees hired after July 1, 2015 will not be eligible to receive paid leave benefits except paid holiday leave.

**Budget/Funding:** None

**Attachments:** Amendments as Proposed for Employee Handbook

**Meetings:** Work Session held September 21, 2015

**Staff**

**Recommendation:** Approval   X   Denial           

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

**Proposed Motion:** I move that Council approve the following amendments to the Town’s Employee Handbook as presented: 1) adding the Town’s Electronic Information Device Policy, which regulates what information and social media employees can use and post on their Town-issued cell phones and computers; 2) remove “Sick Leave Donation Program” due to lack of employee participation; 3) clarify “Call Back Pay” to remove any ambiguity that has been identified in certain situations; 4) amend definition of “grievance” slightly to conform to the Code of Virginia to eliminate any possible ambiguity; 5) renumber sections due to elimination of one section and addition of a new section; 6) Part-time employees hired after July 1, 2015 will not be eligible to received paid leave benefits except paid holiday leave, as presented.

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

Approved By:           SB

## ***SUMMARY OF PROPOSED EMPLOYEE HANDBOOK REVISIONS, 2015***

*Proposed revisions are in Red. The pages of the Handbook where the revisions are to take place (for example, **P. 17**) are above the paragraphs proposed to be revised. The numbers at the top left of each page refer to the page numbers of this Summary.*

### **P.17**

#### D. Commercial Drivers Licenses

Certain positions shall be required to obtain and maintain a commercial driver's license as a requirement for employment. Non-administrative positions in Environmental Services not associated with plant operations, *non-driving, Solid Waste Collection positions*, and non-administrative positions in Energy Services shall be required to possess a commercial driver's license. *Employees hired prior to March 11, 2013 shall not be required to obtain commercial driver's licenses, but are strongly encouraged to obtain said license to further their career development with the Town.* The Town shall reimburse employees for their first **and second** applications for the commercial driver's license and for renewal expenses.

### **P. 28**

#### C. Call Back Pay:

Call back refers to situations when an employee **has worked a full shift earlier that same day and now** is off duty and is called to return to work to deliver services required to protect the immediate safety, security and/or wellbeing of the community. All employees are subject to call back to work, outside of or beyond standard working hours, in unusual and/or emergency situations where additional staffing is needed to deliver services. Regular work schedules may change in anticipation of emergency conditions and employees shall be in a call back status only after exceeding the hours worked in a standard workday. Examples of such situations include, but are not limited to, unexpected staff shortages or absence, emergency repairs, snow or other weather-related emergencies, public safety emergencies, staffing emergency shelters and/or similar emergency situations.

In call-back situations, a non-exempt employee required to report back to work or remain at work beyond his or her regular shift shall be compensated for the specific hours worked over and above standard working hours at one and a half times his or her regular rate ~~regardless of the hours worked in the week,~~ and thirty (30) minutes travel time ~~at one and a half his or her regular rate if called back to work.~~ Call back pay shall not be available for pre-planned

duties such as meetings or presentations, planned activities such as leaf removal, scheduled building checks, or in instances where an employee is required to work beyond his or her scheduled hours to perform normal...

### **P.34**

## **III. Group Life Insurance**

- A. All full time employees are eligible for the Town's basic group life insurance plan. The life insurance plan is administered by the Virginia Retirement System (VRS) and underwritten by a provider selected by VRS.

Coverage for death due to natural causes is two times the annual base salary, rounded up to the nearest thousand dollars. The accidental death benefit is four times the annual salary. The Town currently pays ~~99% of~~ the cost for the basic group life insurance plan, but shall be reducing their share to 95% as required by the Commonwealth....

### **P. 35**

- A. Effective July 1, 1999, the Town adopted full retirement benefits at age 50 with 30 **years'** service. Uniformed public safety employees (police) are eligible to retire with full benefits at age 50 with a minimum of 25 years of service. Employees hired after July 1, 2010 will be following the VRS "90" rule, "Plan 2". **Most Employees hired on or after January 1, 2014, and current employees who elected to opt into the Plan during a special election window from January through April 30, 2014, will be covered by the VRS Hybrid Retirement Program, which combines the features of a defined benefit plan and a defined contribution plan.** Details are available through Human Resources.

### **P. 40**

- D. Safety, Uniforms, & Protective Equipment
1. The health and safety of the Town's employees and the public is of the utmost concern to the Town. It is, therefore, the policy of the Town to strive constantly for the highest possible level of safety in all activities and operations, and to carry out the Town's commitment of compliance with all health and safety law as applicable by enlisting the help of all employees to ensure that the public and work areas are free of hazardous conditions.
  2. The Town will make every effort to provide to provide working conditions that are healthy and

safe and employees are expected to be equally conscientious about work-place safety, including proper work methods, reporting potential hazards, and abating known hazards. Unsafe work conditions in any work area that might result in an accident should be reported immediately to a supervisor.

3. Employees of the Town are required to report on the job injuries, no matter how slight, as soon as possible after the injury. Failure to do so is in violation of Town policies and may affect the employee's ability to collect worker's compensation as provided by the Worker's Compensation statutes.
4. The Town shall provide protective equipment, including personal protective equipment to employees where the employee's duties require such equipment. The employee is required to use such provided equipment and to not modify equipment.
5. Personal protection equipment may include eye, face, head, extremities, protective clothing, steel-toe shoes, respiratory devices, and protective-~~shied~~ shield.

## **P. 41**

### 5 Paid Time Off and Other Absences

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#### **I. General Information**

- A. Regular attendance at work is a critical component of meeting the service delivery, productivity and efficiency goals of the Town. Employees are expected to maintain regular, predictable attendance and to report to work on time except for time off approved under the following provisions.
- ~~B.~~ Paid time off is an employee benefit that is an important part of the Town's total compensation package that provides time away from work for rest, relaxation and personal purposes and provides a mechanism for partial pay protection during times of illness or incapacity. Employees assigned to full-time positions earn an array of paid time off based on the purpose of the absence. ~~Employees assigned to part-time positions earn generic leave as described in Section V below.~~
- C. Paid time off may be used in 1/2 hour increments. Accrued paid time off is a personal benefit to an individual employee and shall not be loaned, or sold to another employee, except through participation in the Leave Donation Program. Employees shall be granted authorized leave only for its intended purpose.

#### **II. Part-Time Paid Leave Benefits**

~~Part-time employees hired after to July 1, 2015, will not be eligible to receive paid leave benefits except paid holiday leave as described in Chapter 5, IV.~~

### **III. Full-Time Paid Time Off Benefits**

#### A. Annual Leave:

#### **P. 44**

### **IV. Holiday Leave**

(Renumbered)

#### **P. 45**

### **IV. Other Absences with Pay**

(Renumbered)

### **VI. Military Leave**

(Renumbered)

#### **P. 46**

### **VII. Work-Related Injury Leave**

(Renumbered)

### **VIII. Administrative Leave**

(Renumbered)

#### **P. 47**

### **VIII. IX. Unauthorized Absence**

(Renumbered)

## **IX. Family and Medical Leave**

(Renumbered)

### **P. 53-56**

(Renumbered)

#### **~~X. Sick Leave Donation Program~~**

~~The Town of Front Royal supports the sharing of accrued sick leave through a voluntary Leave Bank program that allows members to donate and request sick leave. Leave donation provides access to sick leave for eligible employees unable to work due to an unexpected personal or family illness, injury or catastrophic situation. The Town Manager shall administer the program.~~

~~Town of Front Royal employees assigned to full time and part time classified positions may participate in the Sick Leave Donation Program.~~

- ~~A. The Leave Donation policy establishes guidelines for effective administration of a voluntary program of leave donation, which allows eligible employees to access sick leave when unable to work due to job-related injury, their own non-job related injury, unexpected temporary disability or illness, or the unexpected illness or incapacity of a family member.~~

~~Such absence shall be the result of an unforeseen medical emergency of a serious and unplanned nature and, in the opinion of a duly licensed physician or nurse practitioner, is expected to last at least ten (10) consecutive working days, or its equivalent, after all accrued paid leave is exhausted.~~

~~The program is not intended to assist employees with absences due to routine medical problems, treatments or procedures not medically necessary and/or predictable medical events.~~

#### ~~1. General Guidelines:~~

- ~~a. The Sick Leave Bank program provides a means for employees to help coworkers and their families alleviate the financial hardship that may be brought about by unforeseen illness or injury of significant duration.~~
- ~~b. Participation in the Sick Leave Bank as a donor or as a recipient is completely voluntary.~~
- ~~e. Eligible employees may donate annual leave, adjusted hours and/or compensatory time to the Sick~~

~~Leave Bank.~~

- ~~d. All donations and receipt of paid leave will be in one (1) hour increments.~~
- ~~e. Membership in the Sick Leave Bank requires a minimum donation of eight (8) hours of sick leave and entitles an employee to apply for donated leave.~~
- ~~f. Decisions regarding requests for donated leave, as well as management of the program are the responsibility of the Town Manager.~~
- ~~g. Decisions of the Town Manager related to the Sick Leave Bank are not grievable.~~

~~2. Membership/Donation to the Leave Bank:~~

~~Leave Bank membership is available to all eligible employees and entitles those employees to both donate and request paid leave in accordance with the provisions of this policy. Eligible employees may enroll in the Leave Bank at the first two weeks of each fiscal year by completing the "Request for Membership" form and sending it to the Human Resources Department.~~

~~By signing and submitting this form, the employee understands and agrees to the following:~~

- ~~a. Membership in the Leave Bank does not guarantee that requested paid leave from the Bank will be approved.~~
- ~~b. Initial enrollment may take place at the beginning of any pay period.~~
- ~~c. An employee must initially donate at least eight (8) hours of annual leave. Should the bank of leave drop below 250 hours, members will be requested to donate an additional eight (8) hours of leave to ensure sufficient leave availability.~~
- ~~d. Once an employee is enrolled, he/she may donate additional paid leave at the beginning of any pay period. However, leave donation may not exceed 50% of an employee's total sick leave balance nor reduce the employee's total sick leave balance below 40 hours.~~
- ~~e. Each member may be required on an annual basis to donate additional appropriate leave to the Bank in order to maintain the solvency of the Bank. This provision will not be necessary if contributions are adequate to maintain the Bank's solvency. Failure to meet donation requirements will result in termination of the employee's membership in the Bank.~~
- ~~f. Leave donated to the Leave Bank becomes the property of the Bank and will not be returned to the employee upon termination of membership from the Bank for any reason, termination of employment, or upon dissolution of the Bank.~~
- ~~g. A member who resigns from the Leave Bank, or whose membership is terminated for failure to meet requirements, must wait at least six (6) months before he/she may apply for re-admission.~~

~~and must meet all requirements for membership, including the donation of eight (8) hours of annual leave and having a minimum balance of forty (40) hours of total paid leave.~~

### ~~3. Requests for Donated Leave:~~

- ~~a. Members of the Leave Bank may request donated leave when all paid leave is exhausted or is scheduled to be exhausted and additional time off is needed due to their own non-job related injury, unexpected temporary disability, serious health condition, or the unexpected illness or serious health condition of a dependent family member.~~
- ~~b. Such absence(s) shall be the result of an unforeseen medical emergency of a serious and unplanned nature that, in the opinion of a duly licensed physician or nurse practitioner, is expected to last at least ten (10) consecutive work days, or the equivalent, after all accrued paid leave is exhausted.~~
- ~~c. A serious health condition is an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider that causes the employee to be absent from work for more than a few days.~~

### ~~4. Receiving Donated Leave:~~

- ~~a. Only current leave bank members are eligible to receive donated leave.~~
- ~~b. All paid leave must be exhausted before a member can receive donated leave.~~
- ~~c. A maximum of 240 hours of donated leave may be granted per request.~~
- ~~d. A member granted donated leave shall not be credited with donated leave in excess of the period of approved absence.~~
- ~~e. Absences due to procedures or treatments not medically necessary such as elective cosmetic surgery, due to routine medical problems, predictable medical events such as the normal recovery period following childbirth, or absences that are a bridge to retirement are not eligible for donated leave.~~
- ~~f. Members must provide reasonable, written assurance that they intend to return to work.~~
- ~~g. On-going paid leave is funded through the assigned Department of the member receiving donated leave.~~

### ~~5. Requesting Donated Leave from the Leave Bank:~~

- ~~a. An application must be completed and submitted to the member's immediate Department Director or designee, who will add his or her recommendation. The completed and endorsed form shall be~~

~~submitted to the Human Resources Department.~~

- ~~b. The application may be submitted in anticipation of exhaustion of all paid leave, but no member will actually receive donated leave until all paid leave is exhausted.~~
- ~~c. The application must include medical certification from an attending physician or nurse practitioner that identifies the medical problem and the estimated time period of incapacity, including any restrictions. No application will be considered unless medical information is included.~~
- ~~d. The application must include a recommendation for approval from the Department Director. Directors are encouraged to seriously consider the following decision-making guidelines:~~
  - ~~i. Prior leave record~~
  - ~~ii. Work performance~~
  - ~~iii. Length of service~~
  - ~~iv. Length of membership in Leave Donation Program~~
  - ~~v. The need to hire temporary employees to maintain operations~~
  - ~~vi. Nature of the illness, injury or situation~~

#### ~~6. Approval Authority:~~

~~Decisions to grant leave under this policy will be made by the Town Manager, based on the recommendations of Department Directors. The Town Manager's decision is final and is not a grievable action.~~

### **P. 65**

1. No employee shall discriminate against any other employee, any applicant for employment, any person doing business or seeking to do business with the Town of Front Royal, or with any other person, because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state or federal law or regulation relating to discrimination in employment. No employee shall engage in sexual or racial harassment, as those terms are defined by any applicable state or federal law or regulation, of any other employee or person.

### **P. 86-88**

## **XII. Electronic Information Device Policies for the Town of Front Royal**

These Policies establish guidelines for the proper and acceptable use of all information systems including e-mail by Town of Front Royal (hereinafter “Town”) employees, elected officials, volunteers, interns, and other affiliates (hereinafter, “Users”) who may be authorized to use electronic information devices, including mobile telephones, cellular phones, portable computing devices including tablets, notebooks, computers and laptops and similar devices, hardware, software, and/or network connections, and any other electronic device capable of transmitting or receiving printed, oral, or video transmissions or information (hereinafter collectively, “devices”) provided by the Town of Front Royal. By accepting possession or use of a Town issued device, all Users of a Town issued device expressly understand, acknowledge, consent, and agree, and expressly and knowingly waive any rights they may have to the contrary, as follows:

- 1) All such devices, are and shall remain the property of the Town.
- 2) Two (2) types of mobile phone devices will be identified by the Town’s Information Technology (hereinafter “IT”) Department each year as issued phones: One smartphone device and one ruggedized phone device. All orders for new mobile phone\mobile data service regarding Town business will be for one of these two (2) phone devices.
- 3) No phone devices issued to any employee will be eligible for an upgrade until the phone device has been in service for 24 months. The only exception will be if the phone device is replaced from the Town’s stock or as directed by the IT Director.
- 4) Any requests for a new device upgrades must be made through an electronic form generated by the IT Department and must include the signature of the originating department’s director or manager and be dated by such director or manager.
- 5) All new or replacement devices will be ordered and configured by the Town’s IT Department before release to the User.
- 6) All mobile phone devices must have the appropriate accounts setup to allow GPS tracking and remote wiping in case of loss or theft.
- 7) All devices will be surrendered to the IT Department upon employee termination or resignation or upon-cessation of official relationship with the Town.
- 8) The IT department will maintain a list of current devices in use and their Users.

- 9) Any changes to service, data plans, etc., to devices must be made through and approved by the IT Department.
- 10) Any other modifications made to devices that would void the warranty on the device are strictly prohibited.
- 11) User shall be responsible for operation and downloaded content on devices. The Town reserves the right to inspect any device of a User for compliance with content compliance identified in Town of Front Royal Employee Handbook (“Handbook”) or these Policies. The Town further reserves the right to restore the device to original content should downloaded programs result in service issues.
- 12) Users must be and shall be deemed to be aware of the applicability of the Virginia Freedom of Information Act with respect to communications sent, received, stored, or deleted on such Users’ devices. Employees of the Town, and all other Users of Town mobile devices, have no expectations of privacy with respect to any and all communications, voice mail messages, text messages, recordings, or photographs received, sent, or stored on Town mobile phones or mobile devices, or devices, or other equipment or service provided by the Town, and all such employees and Users acknowledge, consent to, and agree that by acceptance and/or use of all such devices and any electronic, digital, or wired communication equipment provided by the Town, their supervisors and the Town Manager and the delegates of their supervisors and the Town Manager may, at any time, with or without prior notice, inspect, monitor, and copy any communications, voice mail messages, text messages, recordings, or photographs on Town devices. The telephone numbers of Town mobile phones are and shall remain the sole property of the Town of Front Royal.
- 13) The Town of Front Royal reserves the right to restrict or remove access or availability of devices for any Town employee who violates appropriate use and/or security policies and practices.
- 14) The Town may provide access to the Internet and the World Wide Web to its employees and other Users as one of the many resources available to assist them in doing their jobs better and more efficiently. Use of this privilege shall be restricted to Town business-related purposes.
- 15) The Town provides electronic, digital, and wired communications equipment to Users for the Town’s business purposes, not for Users’ personal purposes. These Electronic Information

Device Policies, the applicable portion of the Town's Employee Handbook, and any IT Security Policies establish guidelines for the proper and acceptable use of all information systems including e-mail by Users who may be authorized to use telephones, cellular phones, devices, hardware, software, and/or network connections and any other devices provided by the Town of Front Royal. All electronic and digital messages created with, received by, or stored within the devices, telephone, hardware and software systems administered by the Town of Front Royal are the property of the Town and, therefore, are not the private property of any User. There is no expectation of privacy in any communications received, sent, or stored on any equipment or service provide by the Town.

- 16) Acceptance and use of electronic, digital, or wired communication equipment and devices by an employee constitutes their consent to monitoring of communications sent, received, and stored on devices equipment provided by the Town or Town service providers.
- 17) The Town respects and honors the First Amendment rights of its employees to speak out as citizens on matters of public concern and to post personal comments on the Internet (e.g., an employee's own website, blog, Facebook, LinkedIn, Twitter or similar social networking site). However, a Town employee whose public statements or Internet postings interfere with the Town's ability to provide effective and efficient services to the public may be disciplined for such comments or postings.
- 18) Examples of public speech or online postings for which an employee may be disciplined include, but are not limited to, public speech or postings that:
  - a. Impairs discipline or harmony among co-workers.
  - b. Interferes with the employee's job performance.
  - c. Interferes with the operation of the Town's business.
  - d. Discloses confidential or sensitive governmental information.
  - e. Has a detrimental impact on working relationships that require personal loyalty and confidence.

**P. 89**

**XIII. Parking**

(Renumbered)

## **XIV. Smoking**

(Renumbered)

## **XV. Inclement Weather**

(Renumbered)

## **XVI. Reporting Employee Accidents and Incidents**

(Renumbered)

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### **P. 91-92**

#### **III. Definition of a Grievance**

- A. A grievance shall be a complaint or dispute by an employee relating to his or her employment, including but not necessarily limited to:
1. Disciplinary actions, including dismissals that result from formal discipline or unsatisfactory job performance, disciplinary demotions, and suspensions provided that dismissals shall be grievable whenever resulting from formal discipline or unsatisfactory job performance.
  2. The application, **but not the content**, of personnel policies, procedures, rules and regulations including the application, **but not the content**, of policies involving matters referred to in Paragraph IV, **3.** below.
  3. Acts of retaliation as the result of either the use of the grievance procedure or participation in the grievance of another Town employee.
  4. Discrimination on the basis of race, color, creed, political affiliation, age, disability, national origin, religion or sex.
  5. Acts of retaliation because the employee has complied with any federal or state law, has reported any violation of such law to a governmental authority, or has sought any change in law before the Congress of the United States or the General Assembly or has reported an incident of fraud, abuse or gross mismanagement. There shall be a rebuttable presumption that increasing the penalty that is the subject of the grievance at a level of the grievance is an act of retaliation.

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

Page   1    
Item No.   8  

**Meeting Date:** September 28, 2015

**Agenda Item:** PUBLIC HEARING – Special Use Permit for Angel’s Korner Daycare

**Summary:** Council is requested to consider approval of a Special Use Permit (*SUP 15-07-262*) for Angel’s Korner Daycare, 629 Commerce Avenue (*Tax ID 20A4 – 2 – 12, 13 & 14*), to expand their existing daycare business. The Planning Commission has recommended approval of the Special User Permit with the following conditions:

- 1) Permit is only valid for the purpose of authorizing the daycare use to expand into the other units of the building (Commerce Square), when such units may become available for use. Any construction or utility changes requires review by the Town.
- 2) All existing playground, landscaping, crosswalk and parking facilities shall be maintained in good condition.
- 3) Compliance with the Commonwealth of Virginia licensing requirements
- 4) Town Council or other designated representative, may inspect the property at any reasonable time to ensure compliance with local regulations, including but not limited to, the conditions placed on the special use permit. Upon inspection if it is found that the property is not in compliance the Town may revoke the permit after notice to the applicant and public hearing.

**Budget/Funding:** None  
**Attachments:** Staff Report  
**Meetings:** Work Session held September 8, 2015  
**Staff**  
**Recommendation:** Approval   X   Denial           

**Proposed Motion:** I move that Council approve a Special Use Permit (*SUP 15-07-262*) for Angel’s Korner Daycare, 629 Commerce Avenue (*Tax ID 20A4 – 2 – 12, 13 & 14*), to expand their existing daycare business with the following conditions: 1) Permit is only valid for the purpose of authorizing the daycare use to expand into the other units of the building (Commerce Square), when such units may become available for use. Any construction or utility changes requires review by the Town; 2) All existing playground, landscaping, crosswalk and parking facilities shall be maintained in good condition; 3) Compliance with the Commonwealth of Virginia licensing requirements; 4) Town Council or other designated representative, may inspect the property at any reasonable time to ensure compliance with local regulations, including but not limited to, the conditions placed on the special use permit. Upon inspection if it is found that the property is not in compliance the Town may revoke the permit after notice to the applicant and public hearing.

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

**Approved By:**           SB

**TOWN OF FRONT ROYAL  
DEPARTMENT OF PLANNING & ZONING**



**STAFF REPORT FOR THE AUGUST 19, 2015 PLANNING COMMISSION MEETING,  
UPDATED FOR TOWN COUNCIL**

**APPLICATION #:**

SUP 15-07-262

**APPLICANT:**

Angel's Korner Inc.  
(Rose Mary Comstock & Joanne Hensley)

**APPLICATION SUMMARY:**

Angel's Korner Daycare has submitted an application to expand their current daycare operation to encompass all of Commerce Square.

**GENERAL INFORMATION:**

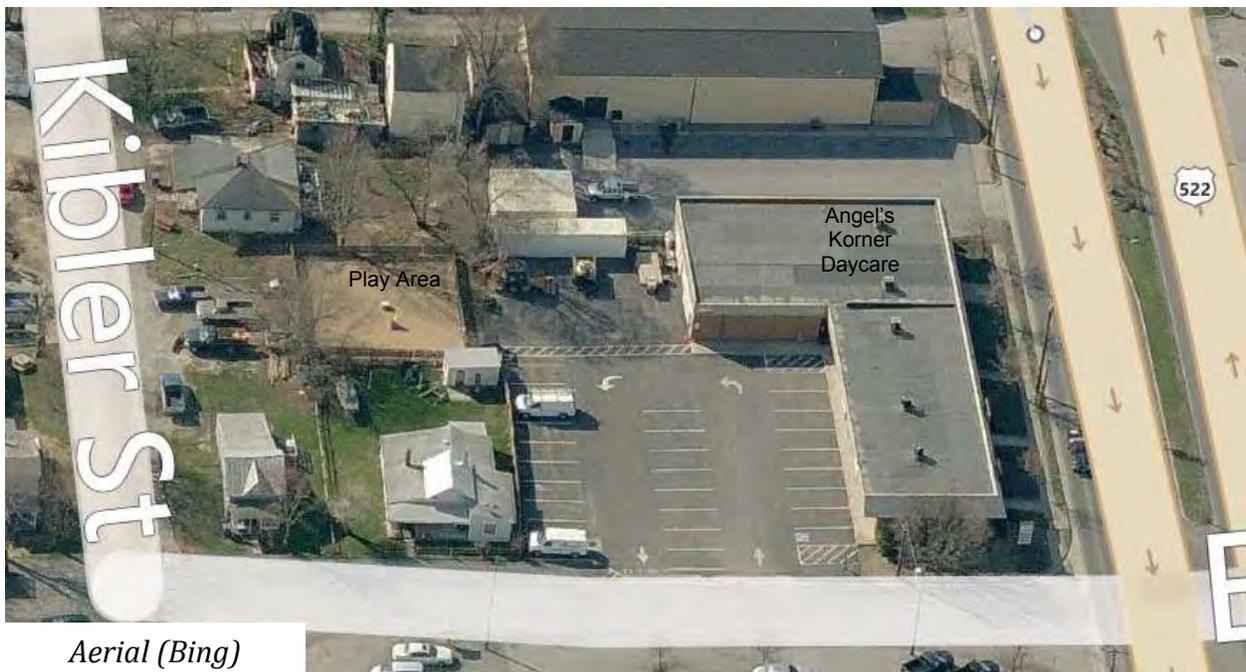
<i>Site Address</i>	629 N Commerce Avenue (also 637 and 631).		
<i>Zoning District</i>	C-1, Community Business District		
<i>Overlay Districts</i>	Historic Area - NO	Floodway - YES	Entrance Corridor - NO
<i>Tax IDs</i>	20A4 - 2 - 12, 13 & 14.		
<i>Location</i>	The subject property is located at the southeast corner of the intersection of N. Commerce Avenue and E. 7 <sup>th</sup> Street.		



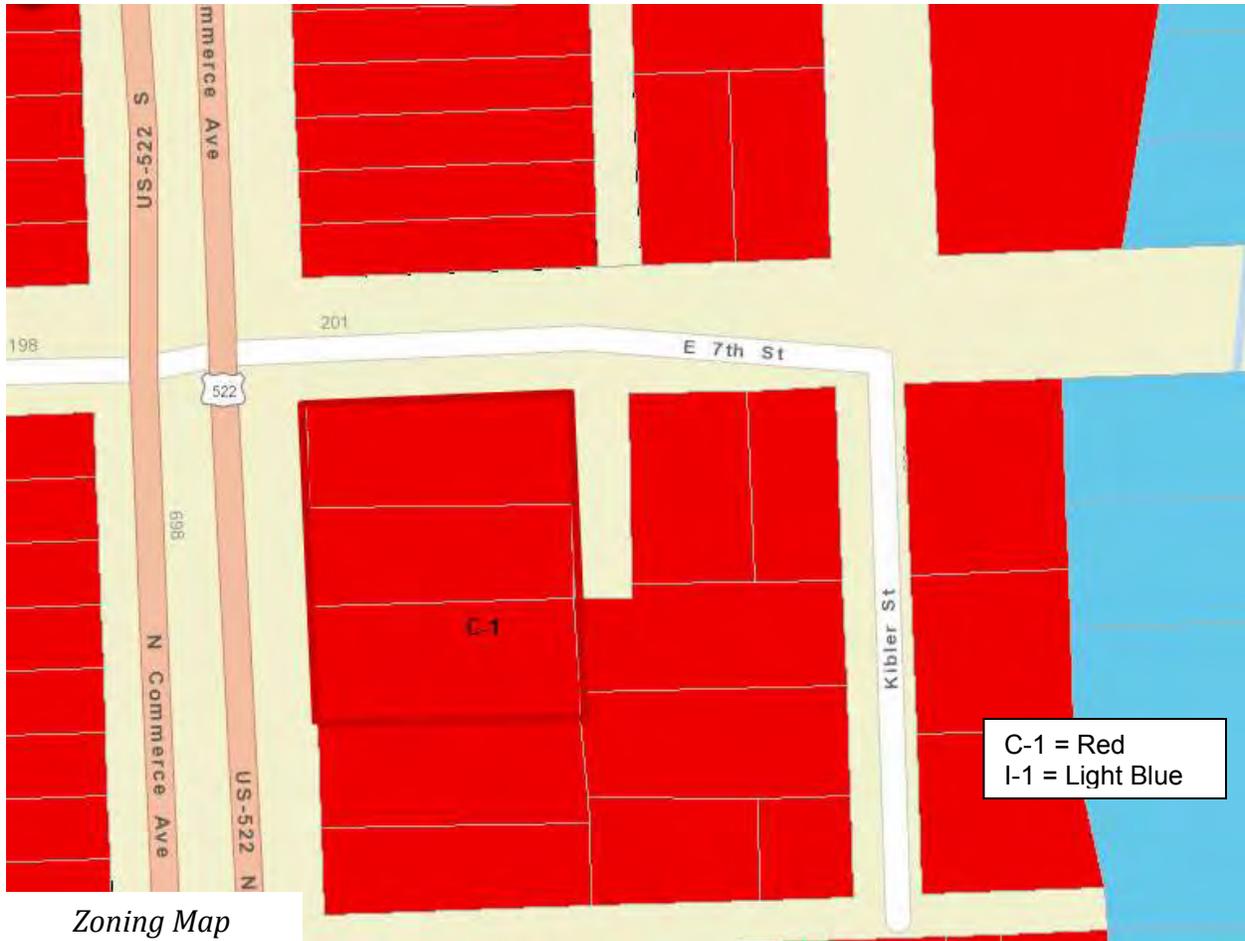
# ILLUSTRATIONS



*Aerial (Google)*



*Aerial (Bing)*



## ADDITIONAL INFORMATION:

### *Background*

A special use permit was issued for Angel's Korner Daycare on October 25, 1993. The approval was conditioned on the following:

1. Submission of documents of state license within 90 days of operation.
2. The play area having permanent fencing within 90 days of operation.
3. Striping of the crosswalk to the play area prior to opening.
4. Providing to the Town a copy of notification to parents that the center is located in a flood hazard area prior to opening.

The daycare was approved to be located within the south west portion of the building (Commerce Square). With the recent Computer business leaving the building, the daycare desires to expand their facility in the unit located on the north portion of the building. This is the daycare's current need. However, the applicant has stated that the long-term intent is to expand into all of the building, including the unit currently being used for storage and the unit currently being used as a salon.

## Review

The request to expand into the northern unit (former computer store) was reviewed by the Town Attorney who advised that a new special use permit would be needed because the expansion is substantially different than the original special use permit that was only approved for a small portion of the building.

This special use permit application was submitted to various review agencies, including the Town Manager, Planning & Zoning Staff, EDA, Energy Services, Warren County Building Inspections Department, Finance, Environmental Services, Town Attorney, Warren County Fire Marshall, Police, Health Department, and Social Services. Below is a listing of comments reported:

- 1) "Coordination of utility service should be performed as part of the expansion of the Daycare into the entire storefront (Town Manager)."
- 2) Signage shall be coordinated as the expansion occurs (Town Manager)."
- 3) *"Thanks for sending me the SUP application from Angel's Korner, Inc. I have been working with Rose Mary Comstock and Joanne Hensley since they became interested in taking over the vacant space in the complex (637 N. Commerce). Their licensed program remains in substantial compliance with the licensing standards and I have toured the new space, measured it, and discussed possible renovations to make the space work for a classroom of children. I have no concerns in regards to them expanding the daycare. Because it is in the same building as their existing program, if the SUP is approved, they would not need to apply for a new license. As long as they have a direct way of communicating between the two spaces, we would just increase their capacity once we know how many children the building official would allow in the space. I am also aware of their desire to expand even more if/when the spaces currently being used by the hair salon and the contractor's office become available. I have no concerns with that either. I have been the licensing inspector for both of Angel's Korner's programs for nine years and they have always contacted me with any questions or concerns. They strive to follow all licensing standards and I assume that this expansion would be no different (Diane Reed, Social Services Division on Licensing)."*
- 4) A separate sign permit is required for any new signage that may be proposed (Planning & Zoning).
- 5) *"Existing parking, landscaping, crosswalk and playground facilities are to be maintained in good condition at all times (Planning & Zoning)."*

## Legal Venue

The Town is authorized to require a special use permit for certain uses within any zoning district under Virginia Code §15.2-2286. Some specific uses are granted protection from regulation from localities by the Virginia Code, including agriculture uses, small scale conversion of biomass to alternative fuel, certain residential uses, private tents, farm wineries, assisted living facilities, and group homes.

Section 175-81.2 only allows encroachments into the floodway upon approval of a Special Use Permit. No new encroachments are proposed in the floodplain by this application.

The issuance of a special use permit is subject to such conditions as are deemed necessary by the Front Royal Town Council after recommendations of the Front Royal Planning Commission. Prior to an action by Town Council or a recommendation by the Planning Commission, a public hearing is required for special use permits.

## RECOMMENDATIONS:



### ***Possible Negative***

One possible negative impact is the opportunity costs associated with using this valuable commercial space for a daycare. It is not ideal to locate personal services, such as a daycare, along the frontage of major roads, which typically might be better suited to uses such as retail stores and restaurants that require higher visibility. Retail stores and restaurants also generally generate more tax revenue to the Town.

### ***Possible Positive***

Angel's Korner Daycare is an important small business in the Town and a necessary service to the public. The site offers convenience to the general public. Daycares are permitted in the C-1 District with a special use permit. The daycare has a good record of being in compliance with local and state requirements.

### ***Conclusion***

Overall, the positive impacts to the community related to this request appear to outweigh the possible concerns about ideal use of commercial space. Staff recommends approval of the proposed expansion of the daycare with the following conditions:

#### DRAFT CONDITIONS FOR #SUP15-07-262

1. This special use permit is only valid for the purpose of authorizing the daycare use to expand into the other units of the building (Commerce Square), when such units may become available for use. Any construction or utility changes requires review by the Town.
2. All existing playground, landscaping, crosswalk and parking facilities shall be maintained in good condition.
3. Compliance with the Commonwealth of Va. licensing requirements is required.
4. Town Council, or other designated representative, may inspect the property at any reasonable time to ensure compliance with local regulations, including, but not limited to, the conditions placed on this special use permit. Upon inspection of the property, if it is found that the property is not in compliance with local regulations, including but not limited to, the conditions of this special use permit, the Town may revoke this special use permit after notice to the applicant and public hearing.

**UPDATE: On August 19, 2015 the Planning Commission recommended approval of this application with the conditions noted above.**

ATTACHMENTS: Attachment 1: Special Use Permit Application & submitted attachments to the application; Attachment 2: Original SUP.

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

Page   1    
Item No.   9  

**Meeting Date:** September 28, 2015

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**Agenda Item:** COUNCIL APPROVAL – An Ordinance to Amend Town Code Pertaining to Fines and Costs for Traffic and Parking Violations (*2<sup>nd</sup> Reading*)

**Summary:** Council is requested to adopt on its second and final reading an ordinance to amend Front Royal Town Code Sections 158-27 “Enforcement; Violation and Penalties”, and 158-53 “Uniform Fines and Costs for Traffic and Parking Violations”. If approved, procedures for paying or contesting parking tickets will be amended, with fines doubling for failing to act within seven (7) days, and the schedule of fines will be updated to reference all Town parking ordinances, and to reflect changes in fines, the doubling of fines if not paid or contested within seven (7) days, and the elimination of administrative fees as presented and effective upon passage.

**Budget/Funding:** None

**Attachments:** Ordinance

**Meetings:** Work Session held July 20, 2015. Public Hearing held September 14, 2015.

**Staff Recommendation:** Approval   X   Denial           

**Proposed Motion:** I move that Council adopt on its second and final reading an ordinance to amend Front Royal Town Code Sections 158-27 “Enforcement; Violation and Penalties”, and 158-53 “Uniform Fines and Costs for Traffic and Parking Violations”, as presented and effective upon passage.

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

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

Approved By:           SB

**AN ORDINANCE TO AMEND FRONT ROYAL TOWN CODE SECTIONS 158-27 and 158-53  
PERTAINING TO TOWN PARKING VIOLATIONS, FINES AND PROCEDURES**

**WHEREAS**, a request has been by the Front Royal Police Department to amend Section 158-27 regarding the time limit and procedure for paying or contesting parking tickets (Notice of Violation “NOV”) by expanding the time for paying and contesting NOVs, by providing for the doubling of fines and by providing a procedure for contesting NOVs in General District Court; and,

**WHEREAS**, it has further been requested to amend Section 158-53 to revise the parking violation schedule of fines; and,

**NOW THEREFORE, BE IT ENACTED**, by the Town Council of the Town of Front Royal, Virginia, that 158-27 and 158-53 of the Front Royal Town Code is hereby amended as follows:

**158-27 ENFORCEMENT; VIOLATIONS AND PENALTIES**

A. It shall be the duty of the police officers of the Town, ~~acting in accordance with instructions issued by the Town Manager~~, in the event that a vehicle is found parking **parked** in violation of a Town ordinance, ~~other than a parking meter violation~~, to attach to the vehicle in question a notice to the **registered** owner ~~or operator~~ thereof that such vehicle ~~has been~~ **was** parked in violation of a Town ordinance (**“Notice of Violation”**), and instructing such owner ~~or operator~~ as follows:

1. ~~Uncontested~~ **If contest of a notice of violation is waived**, payment of said parking violation may be made in person or by mail to the Treasurer of the Town of Front Royal in the amount provided by law (**Town Code §158-53**) and **as** indicated on the face of the Notice of Violation. Said Payment shall be made within ~~forty-eight (48) hours~~ **seven (7) days** from the **date of** issuance of the Notice of Violation.

2. The vehicle owner ~~or operator~~ may contest the **a Notice of Violation** by **submitting a Notice of Violation Contest Form to** notifying the ~~Town Treasurer's office or the~~ Front Royal Police Department within ~~forty-eight (48) hours~~ **seven (7) days** from the **date of** issuance of the Notice of Violation. A court date and time shall **will** be provided to those persons ~~wishing to contest~~ **ing a Notice of Violation**.

3. Failure to ~~contest or pay without~~ **or** contest **within seven (7) days** shall **will** result in the **doubling of the fine indicated on the Notice of Violation**. ~~issuance of a summons by the town to the registered owner of said vehicle requiring him or her to appear in court and answer to said violation.~~

B. **The Clerk of the General District Court for Warren County will be provided with copies of** Notice of all **Notice of Violation Contest Forms**. ~~contested cases shall be given in writing by the town to the Clerk of the General District Court.~~

**158-53 UNIFORM FINES AND COSTS FOR TRAFFIC AND PARKING VIOLATIONS**

For any Fines assessed for parking in violation of Town parking ordinances shall be in accordance with the following fine schedule: listed below where such violation does not result in an accident, a driver may enter a written appearance, waiver of court hearing, plea of guilty, pay fines and costs as provided below:

Description of Violation	Ordinance	Fine	Processing Fee	Total
Parking on sidewalk	158-16(A)(1)	\$20.00	\$30.00	\$50.00
Interfering with driveway	158-16(A)(2)	\$20.00	\$30.00	\$50.00
Parking within an intersection	158-16(A)(3)	\$20.00	\$30.00	\$50.00
Parking within 15 ft. of fire hyd.	158-16(A)(4)	\$20.00	\$30.00	\$50.00
Parking on a crosswalk	158-16(A)(5)	\$20.00	\$30.00	\$50.00
Parking within 20 ft. of a corner	158-16(A)(6)	\$20.00	\$30.00	\$50.00
Parking in a Restricted Zone	158-16(A)(8)	\$20.00	\$30.00	\$50.00
Parking near Fire Station	158-16(A)(10)	\$20.00	\$30.00	\$50.00
Double Parking	158-16(A)(12)	\$20.00	\$30.00	\$50.00
Parking upon a bridge	158-16(A)(13)	\$20.00	\$30.00	\$50.00
Parking violation of official sign	158-16(A)(14)	\$20.00	\$30.00	\$50.00
Parking in Fire Lane	158-16(A)(15)	\$20.00	\$30.00	\$50.00
Parking in Loading Zones	158-18	\$20.00	\$30.00	\$50.00
Parking on Highway	158-21	\$20.00	\$30.00	\$50.00
Obstructing Traffic	158-21	\$20.00	\$30.00	\$50.00
Parking in Handicap Space	158-1	\$150.00	\$30.00	\$180.00
Failure display current Va. Plates	46.2-600(state)	\$25.00	\$30.00	\$55.00
Failure to display Town auto license sticker	160-1	\$25.00	\$30.00	\$55.00

Description of Violation	Town Ordinance	Fine	Double Fine*
Parking in Handicapped Space	158-1	\$100.00	\$200.00
Parking on Sidewalk	158-16(A)(1)	\$25.00	\$50.00
Interfering with Driveway	158-16(A)(2)	\$25.00	\$50.00
Parking within an intersection	158-16(A)(3)	\$25.00	\$50.00
Parking within 15' of fire hydrant	158-16(A)(4)	\$25.00	\$50.00
Parking on a crosswalk	158-16(A)(5)	\$25.00	\$50.00
Parking within 20' of corner/crosswalk	158-16(A)(6)	\$25.00	\$50.00
Parking within 30' of stop sign/ traffic signal	158-16(A)(7)	\$25.00	\$50.00
Parking within 50' of railroad grade crossing	158-16(A)(9)	\$25.00	\$50.00
Double Parking	158-16(A)(12)	\$25.00	\$50.00
Parking upon a bridge	158-16(A)(13)	\$25.00	\$50.00
Official Sign prohibiting parking / yellow paint	158-16(A)(14)	\$25.00	\$50.00
Parking in Fire Lane	158-16(A)(15)	\$25.00	\$50.00
Failure to park right wheels to curb	158-16(A)(16)	\$25.00	\$50.00
Parking trucks, trailers (residential)	158-19.1(B)	\$25.00	\$50.00
Stopping on highway / Obstructing traffic	158-21	\$25.00	\$50.00
Failure to display current VA plates	158-26(A)	\$25.00	\$50.00
Parking inoperative vehicle over 10 days	158-26(B)	\$25.00	\$50.00
Failure to display Town auto sticker	160-10(D)	\$25.00	\$50.00
Invalid State Inspection		\$25.00	\$50.00

This ordinance shall become effective upon passage.

APPROVED:

\_\_\_\_\_  
Timothy W. Darr, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer E. Berry, Clerk of Council

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THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted \_\_\_\_\_, 2015, upon the following recorded vote:

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

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

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Approved as to form and legality:

\_\_\_\_\_  
Douglas W. Napier, Town Attorney

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

Page   1    
Item No.   10  

**Meeting Date:** September 28, 2015

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**Agenda Item:** COUNCIL APPROVAL – Designation of AMP as Agent

**Summary:** Council is requested to approve the designation of American Municipal Power, Inc. (AMP) as the Load Serving Entity (LSE) for Regional Transmission Organization (RTO) services and operations performed by AMP on behalf of the Town. Council is also requested to designate the Town Manager to execute the Designation of AMP as Agent form on behalf of the Town, as presented.

**Budget/Funding:** None

**Attachments:** Letter from AMP and Designation Form

**Meetings:** None

**Staff Recommendation:** Approval   X   Denial           

**Proposed Motion:** I move that Town Council approve the designation of American Municipal Power, Inc. (AMP) as the Load Serving Entity (LSE) for Regional Transmission Organization (RTO) services and operations performed by AMP on behalf of the Town. I further move that Council direct the Town Manager to execute the Designation of AMP as Agent form on behalf of the Town, as presented.

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

Approved By:   SB



**VIA EMAIL ONLY  
MEMORANDUM**

**DATE:** September 18, 2015  
**TO:** AMP Members  
**FROM:** John Bentine, SVP & General Counsel and Lisa McAlister, Deputy General Counsel  
**RE:** Agent Designation  
**COPY:** Marc S. Gerken, P.E., President/CEO  
Pamala M. Sullivan, SVP Marketing & Operations

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Section 11.1 of the Master Services Agreements (“MSAs”)<sup>1</sup> between Members and American Municipal Power, Inc. (“AMP”) contemplates that Members will designate AMP or an Affiliated Entity (defined in the MSA to include AMPO, Inc., and Municipal Energy Services Agency), in writing, as the Member’s agent for purposes related to the provision of economical and reliable power and other services. It has come to AMP’s attention that such written designations may not have occurred as contemplated. Consequently, in accordance with Section 11.1 of the MSAs, we request that Members for whom AMP serves as the Load Serving Entity (“LSE”) complete the attached designation form to formally designate AMP as Municipality’s agent for the purposes of serving as the LSE for Regional Transmission Organization (“RTO”) services and operations performed by AMP on behalf of Municipality as more fully set forth in the attached Agent Designation. Such a designation does not result in any additional compensation to AMP.

Please sign and return the attached Agent Designation form to the attention of Lisa McAlister or via email to [lmcalister@amppartners.org](mailto:lmcalister@amppartners.org) at your earliest convenience. Please do not hesitate to contact John Bentine ([jbentine@amppartners.org](mailto:jbentine@amppartners.org) or 614-540-6401) or Lisa McAlister (614-540-6400) if you have any questions regarding this matter. Thank you.

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<sup>1</sup> MSA Section 11.1 provides as follows:

11.1 Agency. In order to promote efficient and economical transactions pursuant to this Agreement, the Parties agree that the Municipality may designate AMP-Ohio, or an Affiliated Entity, as its agent for purposes related to the provision of economical and reliable power and other services to the Municipality hereunder. Said designation shall be in writing and shall be specific as to type of transactions contemplated thereunder and shall be deemed accepted by AMP-Ohio or the Affiliated Entity unless the Municipality is notified in writing to the contrary within seven (7) days of receipt of the designation by AMP-Ohio or the Affiliated Entity.

## DESIGNATION OF AMP AS AGENT

This Designation of American Municipal Power, Inc., (“AMP”) as Agent (“Agent Designation”) is made by the following AMP Member as Principal: \_\_\_\_\_ (“Municipality”).

### RECITALS:

WHEREAS, Municipality and AMP have entered into a Master Service Agreement (“MSA”) under which certain services may be provided under schedules thereto;

WHEREAS, in order to obtain economical electric power and energy, the Municipality desires to purchase electric capacity and energy from AMP or have AMP arrange for the same on behalf of the Municipality;

WHEREAS, PJM Interconnection, L.L.C. (“PJM”) and the MidContinent Independent System Operator, Inc. (“MISO”) are Regional Transmission Organizations (“RTOs”) that exercise operational control over their respective members’ transmission facilities to provide open-access transmission service and control area functions; administer centralized markets that clear various electric energy and energy-related products; and, provide billing and settlement functions, among other things;

WHEREAS, AMP is a member of PJM and MISO and obtains services provided or administered by the RTOs, participates in RTO markets, and engages in operations that use or affect the transmission systems operated by the RTOs on behalf of and for the benefit of AMP Members; and,

WHEREAS, Municipality desires to designate AMP as its agent for the purpose of serving as Municipality’s Load Serving Entity (“LSE”) for the RTO services and operations performed by AMP on behalf of Municipality.

### DECLARATION:

NOW, THEREFORE, Municipality and AMP make the following declarations:

**1. Exclusivity of Agent’s Authority.**

Municipality as Principal has authorized AMP to act for Principal with respect to the rights and responsibilities as specified in Section 2 of this Declaration. With respect to such rights and responsibilities, Agent is authorized to communicate and transact with PJM and MISO as Principal’s sole and exclusive agent.

## **2. Specification of Authorized Rights and Responsibilities.**

The following specify the rights and responsibilities with respect to which Agent is authorized to act for Principal. No additional compensation is due to AMP as a result of the designation of AMP as agent as set forth herein.

- a. Agent is authorized to satisfy Principal's obligations as a Load-Serving Entity including, without limitation, its obligations to provide or arrange for capacity and capacity resources.
- b. Agent is authorized to satisfy Principal's obligations to provide, arrange for, or request changes to transmission service to its loads and submit firm transmission service schedules.
- c. Agent is authorized to satisfy Principal's rights and obligations to submit bids on, obtain, administer, and receive payments or credits for financial transmission rights and auction revenue rights with respect to service to Principal's loads.
- d. Agent is authorized to satisfy Principal's rights and obligations to buy and sell energy and ancillary services.
- e. Agent is authorized to participate and vote in all RTO committees, working groups, and other stakeholder bodies on Principal's behalf.
- f. In connection with all rights and responsibilities specified in this Section, Agent shall be billed for and shall make payment to the RTOs for, all charges, penalties, costs, and fees. Agent is also entitled to receive from the RTOs in Agent's account, all credits, revenues, distributions, and disbursements. Agent shall be reimbursed by Principal or shall reimburse Principal as appropriate for the charges or credits, respectively, as specified in other schedules or Power Sales Contracts to which Principal and Agent are parties.
- g. Agent is authorized to provide and receive data required by the RTOs and to cooperate on Principal's behalf in connection with any investigation or request for information by the RTOs, the Market Monitors or FERC.
- h. No additional compensation shall be due to Agent as a result of Principal's designation of AMP as Agent as set forth herein.

## **3. Term and Termination.**

Principal may terminate this Declaration by providing at least thirty (30) days prior written notification to AMP. Upon such termination, Principal shall take full rights, responsibilities, obligations, ownership and operation of all accounts described herein.

IN WITNESS WHEREOF, Municipality and AMP execute this Declaration to be effective as of the date written above.

<p><b>MUNICIPALITY AS PRINCIPAL</b></p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p><b>AMERICAN MUNICIPAL POWER, INC. AS AGENT:</b></p> <p>Signature: _____</p> <p>Name: <u>Marc S. Gerken, P.E.</u></p> <p>Title: <u>President/CEO</u></p>
<p><b>Municipality Name:</b></p> <p>_____</p>	<p><b>Approved as to Form:</b></p> <p>Signature: _____</p> <p>Name: <u>John W. Bentine</u></p> <p>Title: <u>Sr. Vice President/General Counsel</u></p>

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

Page   1    
Item No.  11 

**Meeting Date:** September 28, 2015

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**Agenda Item:** COUNCIL AUTHORIZATION TO ADVERTISE FOR PUBLIC HEARING to Reduce Lodging Tax Rate

**Summary:** Councilman Hrbek has requested that Council authorize Town Staff to advertise for a public hearing to reduce lodging tax rate from \$0.06 to \$0.02.

**Budget/Funding:** None

**Attachments:** None

**Meetings:** Work Session held September 21, 2015.

**Staff Recommendation:** Approval   X   Denial           

**Proposed Motion:** I move that Council authorize Town Staff to advertise for a public hearing to reduce lodging tax rate from \$0.06 to \$0.02.

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

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

Approved By:   SB

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

Page   1    
Item No.   12  

**Meeting Date:** September 28, 2015

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**Agenda Item:** CLOSED MEETING – Disposition of Publicly Held Real Property

**Summary:** Council is requested to go into Closed Meeting for the discussion or consideration of the disposition of publicly held real property, specifically, the former Afton Inn property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.

**Budget/Funding:** None

**Attachments:** None

**Meetings:** None

**Staff Recommendation:** Approval   X   Denial       

**Proposed Motion:**

**Motion to Go Into Closed Meeting**

Discussion or consideration of the disposition of publicly held real property, specifically, the former Afton Inn property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.

**Motion to Certify Closed Meeting at its Conclusion** *[At the conclusion of the Closed Meeting, immediately reconvene 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.

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

**Approved By:**       SB