TOWN COUNCIL WORK SESSION

Monday, December 11, 2017 @ 6:00pm
Warren County Government Center

1. CLOSED MEETING – 1) Disposition of Public Held Property, 2) Discussion of Town Employee Compensation Study, and 3) Potential Public-Private Partnership

Motions to Go Into Closed Meeting

I move that Council convene and go into Closed Meeting for the following purposes: **1)** the disposition of publicly held real property, specifically, the sale or vacation of Town right of way to the applicant, George E. Sloane, Sr., to that portion of the unimproved alley that runs directly behind his house, pursuant to Section 2.2- 3711. A.3., where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body. This portion of the unimproved alley is 20 feet wide and 100 feet in length. The applicant's property is located at 35 E. 17th Street (TM#20A3 369, lots 7 and 8). It is at the corner of E. 17th Street and Belmont Avenue; and **2)** with respect to discussion and potential implementation of the results of a Town employee compensation study with respect to specific Town employees: **(a)** Discussion and consideration of the assignment, appointment, promotion, or performance of specific appointees or employees of the Town, pursuant to Section 2.2-3711.A.1 of the Code of Virginia and **(b)** Discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the governmental unit would be adversely affected, pursuant to Section 2.2-3711. A. 6. of the Code of Virginia. **3)** Discussion and consideration of a potential public-private partnership under the provisions of The Public-Private Education Facilities and Infrastructure Act of 2002, related to potential development at or near the intersection of Shenandoah Avenue and the new bridge at the south end of the South Fork of the Shenandoah River, under the following specific provisions of the Freedom of Information Act: **(a)** Discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the governmental unit would be adversely affected, pursuant to Section 2.2-3711. A. 6. of the Code of Virginia; and **(b)** Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, pursuant to Section 2.2-3711. A. 7. of the Code of Virginia.

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

I move that Council certify that to the best of each member's knowledge, as recognized by each Council member's affirmative vote, that only such public business matters lawfully exempted from Open Meeting requirements under the Virginia Freedom of Information 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.

REGULAR TOWN COUNCIL MEETING

Monday, December 11, 2017 @ 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 November 27, 2017
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
   a. Report of special committees or Town officials and Town Manager
   b. Requests and inquiries of Council members.
   c. Report of the Mayor
      *** Presentation of Retirement Plaque to Cindy A. Hartman**
      *** Introduction of Charlee Allman**
   d. Proposals for addition/deletion of items to the Agenda.

7. **CONSENT AGENDA ITEMS** – (**ROLL CALL VOTE REQUIRED)**
   A. COUNCIL APPROVAL – EnerGov Fee Collection MOA
   B. COUNCIL APPROVAL – Resolution for VDOT Revenue Sharing Applications for FY18-19
   C. COUNCIL APPROVAL – Bid for Redi-Mix Concrete for Calendar Year 2018
   D. COUNCIL APPROVAL – Bid for Fuels and Oil for Calendar Year 2018
   E. COUNCIL APPROVAL – Purchase of Various Sized Water Meters for Inventory Stock
   F. COUNCIL APPROVAL – Award Contract for Construction Materials Testing Services for New Police Department
   G. COUNCIL APPROVAL – Purchase of Police Vehicles

8. **COUNCIL APPROVAL** – An Ordinance to vacate a Portion of an Alley Located Behind 208 W. Duck Street – Jerry Bell, Jr. *(2nd Reading)*

9. **COUNCIL APPROVAL** – Ordinance Amendment to Chapter 138 "Solicitors, Peddlers, Itinerant Merchants" Pertaining to the Application Process *(2nd Reading)*

10. **COUNCIIL APPROVAL** – Budget Amendment – Outstanding Purchase Orders *(2nd Reading)*

11. **COUNCIL APPOINTMENTS** – Audit and Finance Committee

12. **COUNCIL APPOINTMENTS** – Joint Tourism Advisory Committee

7A

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 7(A)

Meeting Date: December 11, 2017

Agenda Item: COUNCIL APPROVAL – EnerGov Fee Collection MOA

Summary: In 2014, the Town and County individually signed agreements to purchase permitting and land management software known as EnerGov. The system went live in 2016. To receive full utilization of the software the integration of the Citizen Self Service (CSS) is needed including payment of fees online. Council is requested to approve a Memorandum of Agreement (MOA) between the Town of Front Royal and the County of Warren for EnerGov Fee Collection, as presented.

Budget/Funding: N/A

Attachments: MOA

Meetings: Work Session held December 4, 2017

Staff Recommendation: Approval ✓ Denial______

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

Proposed Motion: **I move that Council approve a Memorandum of Agreement (MOA) between the Town of Front Royal and the County of Warren for EnerGov Fee Collection, 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: JW

MEMORANDUM OF AGREEMENT

of the County of Warren and the Town of Front Royal

EnerGov Fee Collection Agreement

This MEMORANDUM OF AGREEMENT (Agreement) is between the COUNTY OF WARREN, VIRGINIA, a political subdivision of the Commonwealth of Virginia (hereinafter the "County") and THE TOWN OF FRONT ROYAL, VIRGINA, a municipal corporation (hereinafter the "Town").

WITNESSETH:

RECITIALS:

A. In 2014, the County (April 4, 2014) and Town (June 9, 2014) individually signed agreements to purchase permitting and inspections software known as "EnerGov" from Tyler Technologies (hereinafter "EnerGov Software").

B. One of the major advantages of the acquisition of the EnerGov Software is that the Town and County will be on the same software platform and have the ability to share information during the permit review process. Once applicants apply for planning, zoning, and building permits or plans (hereinafter "Permits") and information is entered into the system, information will be available to applicable Town and County staff.

C. In addition, the applicants will have the ability to stay up to date on the status of Permits and inspections as the project progresses. This is possible through the Citizen Self Service (hereinafter "CSS") component of the software and is the final phase of the EnerGov Software implementation.

D. One of the features of CSS is the ability for applicants to apply and pay for Permits online. One of the issues that have been identified with the EnerGov Software is its inability to process payments for both the County and Town. The system is only able to remit payments to either the Town or the County.

E. The County is proposing that it take in all payments for Permits through the EnerGov Software and on a regular basis remit the portion of funds owed to the Town. This will allow County and Town to proceed with configuring CSS and complete the EnerGov Software implementation.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

1. The Town and County will direct Tyler Technologies to complete the necessary changes to the permitting and inspections software to allow the County to accept payments for all permit applications through the system for all properties located in the Town and County limits.

2. The County will on a quarterly basis (September 30th, December 31st, March 31st, and June 30th) process a quarterly payment (hereinafter the "Payment") to the Town equal to the amount received from Tyler Technologies for the preceding 3 months for the Permits issued for properties within the Town limits.

3. The Payment will be remitted to the Town with an itemized report detailing the Permits that the Payment covers.

4. A vendor will collect all credit card processing fees through the online payment process at the time of each transaction. Neither the County nor Town will be responsible for collecting or paying any credit card processing fees. The Payment consisting of only Town Permit fees will be remitted to the Town on a quarterly basis. The County will not charge the Town for the collection and remittance of the Payment to the Town.

5. During normal business hours, the County shall provide a report on current collections for the Permits within Town limits at the request of the Town. The County will not charge the Town for the reporting service.

6. This Agreement constitutes the entire, full, and complete understanding and agreement of the parties, and may not be modified orally or in any other manner than by agreement in writing signed by all parties to the Agreement or their respective successors in interest.

7. Any term of this Agreement which is prohibited by, or is unlawful or unenforceable under Virginia law shall be ineffective only to the extent of such prohibition, without invalidating the remaining terms of this Agreement.

8. This Agreement may be terminated with ninety (90) days' notice at any time by either party.

WITNESS the following signature(s):

This Agreement is hereby entered into by the County of Warren, Virginia, as evidenced by the signature of the undersigned, who is authorized to enter into this Agreement on behalf of the County of Warren, as evidenced by a Motion authorizing the same adopted by the Warren County Board of Supervisors on ___________, 20___.

For the County of Warren, Virginia

____

Linda P. Glavis, Chair
Board of Supervisors

Attest:

____

Douglas P. Stanley, Clerk
Board of Supervisors

This Agreement is hereby entered into by the Town of Front Royal, Virginia, as evidenced by the signature of the undersigned, who is authorized to enter into this Agreement on behalf of the Town of Front Royal, as evidenced by a Resolution authorizing the same adopted by the Front Royal Town Council on ___________, 20___.

For the Town of Front Royal, Virginia

____

Hollis L. Tharpe, Mayor

Attest:

____

Joseph E. Waltz
Town Manager

Approved as to Form:

Dan N. Whitten
County Attorney
County of Warren, Virginia

Douglas W. Napier
Town Attorney
Town of Front Royal, Virginia

7B

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 7(B)

Meeting Date: December 11, 2017

Agenda Item: COUNCIL APPROVAL – Resolution for VDOT Revenue Sharing Applications for FY18-19

Summary: Council is requested to approve a Resolution for FY18-19 Virginia Department of Transportation (VDOT) Revenue Sharing Applications for allocation of funds of up to $1,108,618.00 for the following:

1) Reconstruction of Happy Creek Road from Ewell Street to end of Phase One - $945,320
2) Fund Pavement Overlay from N. Royal Avenue to N. Shenandoah Avenue as determined by the annual VDOT inspection - $75,780
3) Fund Pavement Overly of N. Shenandoah Avenue from W. 17th Street to W. 14th Street due to completion of the South Fork Bridge - $87,518

Budget/Funding: N/A

Attachments: Resolution and Email from Street Department Supervisor

Meetings: None

Staff Recommendation: Approval ✓ Denial______

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

Proposed Motion: **I move that Council approve a Resolution for FY18-19 Virginia Department of Transportation (VDOT) Revenue Sharing Applications for allocation of funds of up to $1,108,618.00 for the following: 1) Reconstruction of Happy Creek Road from Ewell Street to end of Phase One - $945,320; 2) Fund Pavement Overlay from N. Royal Avenue to N. Shenandoah Avenue as determined by the annual VDOT inspection - $75,780; and, 3)Fund Pavement Overly of N. Shenandoah Avenue from W. 17th Street to W. 14th Street due to completion of the South Fork Bridge - $87,518**

*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: JW

RESOLUTION
FY18-19 VIGINIA DEPARTMENT OF TRANSPORTATION (VDOT) REVENUE SHARING APPLICATIONS

WHEREAS, the Town of Front Royal Town Council desires to submit applications for allocation of funds of up to $1,108,618.00 through the Virginia Department of Transportation (VDOT) Fiscal Year 2018 – 2019 Revenue Sharing Program; and,

WHEREAS, $945,320 of these funds are requested to fund the reconstruction of Happy Creek Road from Ewell Street to the end of Phase One (total cost = $1,890,640); and,

WHEREAS, $75,780 of these funds are requested to fund pavement overlay from N. Royal Avenue to N. Shenandoah Avenue as determined by the annual VDOT inspection (total cost = $151,560); and,

WHEREAS, $87,518 of these funds are requested to fund the pavement overlay of N. Shenandoah Avenue from W. 17th Street to W. 14th Street, due to the completion of the South Fork Bridge Project (total cost = $175,036); and,

NOW, THEREFORE, BE IT RESOLVED THAT the Town of Front Royal Town Council hereby supports this application for an allocation of $1,108,618.00 through the Virginia Department of Transportation Revenue Sharing Program; and,

BE IT FURTHER RESOLVED THAT the Town of Front Royal Town Council hereby grants authority for the Town Manager to execute project administration agreements for any approved revenue sharing projects.

APPROVED:

____
Hollis L. Tharpe, Mayor

Attest:

____
Jennifer E. Berry, CMC, Clerk of Council

THIS RESOLUTION was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on ______________________, 2017 upon the following recorded vote:

William A. Sealock	Yes/No	Gary L. Gillispie	Yes/No
Eugene R. Tewalt	Yes/No	Jacob L. Meza	Yes/No
John P. Connolly	Yes/No	Christopher S. Morrison	Yes/No

****

Approved as to Form and Legality:

____

Douglas W. Napier, Town Attorney   Dated: __________________________

From: Steve Scheulen <sscheulen@frontroyalva.com>
Date: November 30, 2017 at 10:02:30 AM EST
To: Jennifer Berry <jberry@frontroyalva.com>
Cc: Jimmy Hannigan <jhannigan@frontroyalva.com>
Subject: Resolution info

For FY 18-19 Revenue Sharing applications.
Happy Creek Phase II should be included in the resolution even though we have submitted a commitment letter.
This is for the reconstruction of Happy Creek Rd from Ewell St to the End of Phase One.
VDOT Revenue Sharing Request is $945,320 with the Town matching $945,320. Total Project funding is $1,890,640.

W.14th St has been determined by the annual VDOT inspection to need a pavement overlay from N. Royal Ave to N. Shenandoah Ave.
VDOT Revenue Sharing Request is $75,780 with the Town matching $75,780. Total Project funding is $151,560.

N. Shenandoah Ave will be a pavement overlay. Resulting from the completion of the South Fork Bridge the project will be from W.17th St to W.14th St.
VDOT Revenue Sharing Request is $87,518 with the Town matching $87,518. Total Project funding is $175,036.

Steve Scheulen, Street Dept.Supvr.
Town of Front Royal
800 Crosby Road Extended
Public Works Dept.
PO Box 1560
Front Royal, VA 22630
540-635-7819
sscheulen@frontroyalva.com

7C

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 7(C)

Meeting Date: December 11, 2017

Agenda Item: COUNCIL APPROVAL – Bid for Redi-Mix Concrete for Calendar Year 2018

Summary: Council is requested to approve a bid from Rockingham Redi-Mix at the attached quoted prices for various types of redi-mix concrete that may be ordered during Calendar Year 2018 in the Public Works Department. *Note: This is not the curb and gutter concrete bid.*

Budget/Funding: Funding will be from various Public Works Services FY18 budget line items depending on project that requires concrete: 4102-45407, 4102-47907, 4500-45407, 4500-45477

Attachments: Memo from Purchasing Agent and Quotation Tabulation

Meetings: None

Staff Recommendation: Approval ✓ Denial______

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

Proposed Motion: **I move that Council approve a bid from Rockingham Redi-Mix at the attached quoted prices for various types of redi-mix concrete that may be ordered during Calendar Year 2018 in the Public Works Department.**

*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: JW

MEMORANDUM

Date: **November 17, 2017**

To: **Tina Presley, Senior Administrative Assistant**

Jennifer Berry, Clerk of Council

From: **Cindy Hartman, Purchasing Agent**

RE: **Agenda Item**

On Thursday, November 16, 2017, I held a bid opening to set firm prices for the various types of redi-mix concrete that may be ordered during Calendar Year 2018. I received two (2) response (see attached tabulation sheet). This is not the curb & gutter concrete bid. This is concrete ordered by the Town for work performed by our Department of Environmental Services.

Historically, the overall dollar amount of purchases during a year requires Town Council approval. Please add this to the December 11, 2017 agenda for their action.

Staff recommends the award for redi-mix concrete purchased during calendar year 2018 be made to Rockingham Redi-Mix, at the quoted prices. The $100.00 small load fee of $100.00 is a flat fee, not a per yard fee. The Town typically orders at least 5 cubic yards per order, so this would not be a common charge.

Funding for the concrete will be drawn from various Department of Environmental Services FY18 budget line items, depending on the project that requires concrete. These line items are 4102-45407, 4102-47907, 4500-45407 or 4500-45477.

Please Note: Although Rockingham Redi-Mix headquarters is in Harrisonburg, they have purchased the Lehigh Hanson (formerly Crider & Shockey) plant located in Riverton, so they are a "local" company.

TOWN OF FRONT ROYAL

Quotation Tabulation

Item **CONCRETE - 2018** Quotation **#32**

Date **11/16/17** Mailed **7** Replied **2**

NO QUOTES RECEIVED FROM: TITAN VIRGINIA, VALLEY REDI-MIX, CARDINAL CONCRETE, STEPHENS CITY REDI-MIX	VENDOR QUOTATION			
	ROCKINGHAM REDI-MIX HARRISONBURG	VULCAN MATERIALS STEPHENS CITY		
QUANTITY	QUOTATION	QUOTATION	QUOTATION	QUOTATION
REDI-MIX CONCRETE JANUARY 1, 2018 - DECEMBER 31, 2018/18				
B MIX CONCRETE 5 CUBIC YARDS & UP LESS THAN 5 CUBIC YARDS	$115.00 +$100.00	$156.50		
A MIX CONCRETE 5 CUBIC YARDS & UP LESS THAN 5 CUBIC YARDS	$118.00 +$100.00	N/Q		
A-3 MX CONCRETE REGULAR SAND 5 CUBIC YARDS & UP LESS THAN 5 CUBIC YARDS	$115.00 +100.00	$159.50		
A-3 MIX CONCRETE NATURAL SAND 5 CUBIC YARDS & UP LESS THAN 5 CUBIC YARDS	$120.00 +$100.00	$165.50		
A-4 MIX CONCRETE NATURAL SAND 5 CUBIC YARDS & UP LESS THAN 5 CUBIC YARDS	$128.75 +$100.00	$173.50		
EXPOSED AGGREGATE MIX 5 CUBIC YARDS & UP LESS THAN 5 CUBIC YARDS	$146.00 +100.00	$212.50		
TERMS	10TH OF FOLLOWING MONTH	NET 30		

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

Witness

Purchasing Agent

7D

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 7(D)

Meeting Date: December 11, 2017

Agenda Item: COUNCIL APPROVAL – Bid for Fuels and Oils for Calendar Year 2018

Summary: Council is requested to approve a bid from H.N. Funkhouser & Co. for gasoline, heating oil, diesel fuel and kerosene purchased during calendar year 2018 at fixed differential costs as shown in attached quotation AND a bid from Holtzman Oil Corporation, Inc. for motor oils and propane purchased during calendar year 2018 at fixed differential costs as shown in attached quotation.

Budget/Funding: Funding allocated in each of the Town's departments where vehicles are used for the daily workload.

Attachments: Memorandum from the Purchasing Agent and Quotation Tabulation

Meetings: None

Staff Recommendation: Approval ✓ Denial ____

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

Proposed Motion: **I move that Council approve a bid from H.N. Funkhouser & Co. for gasoline, heating oil, diesel fuel and kerosene purchased during calendar year 2018 at fixed differential costs as shown in attached quotation AND a bid from Holtzman Oil Corporation, Inc. for motor oils and propane purchased during calendar year 2018 at fixed differential costs as shown in attached quotation.**

*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: JW

MEMORANDUM

Date: November 30, 2017

To: Tina Presley, Administrative Assistant

Jennifer Berry, Clerk of Council

From: Cindy Hartman, Purchasing Agent

RE: Agenda Item

On Tuesday, November 21, 2017, I held a bid opening for purchases of fuels and oils during Calendar Year 2018, with the option of up to four (4) one-year renewals for a maximum contract period of five (5) years. The bid is broken down into six (6) separate bids combined on one form, to be awarded per commodity. I received two (2) responses to this bid (see attached tabulation sheet). The dollar amount spent on these products during the year requires Council approval. Please add this to the December 11, 2017 agenda for their action.

The specifications for the gasoline, heating fuel, diesel fuel, and kerosene required the vendor to submit with their quotation the Oil Price Information Service (OPIS) posted price in effect for Front Royal on November 15, 2017. This was to ensure that all vendors would be quoting on costs for the same day. The award is based on the fixed differential (freight, profit, and discount), which the vendor adds to the OPIS cost to determine the cost per gallon charged to the Town. The OPIS posted prices may fluctuate, but the differential will remain firm throughout the length of the contract.

Due to contracts with the stations where they provide products, Holtzman Oil Corporation was not able to quote a fixed differential basis. Their bid for the grades of gasoline, the #2 heating fuel, the on-site diesel fuel, and the on-site kerosene was based on the pay-at-the-pump price, less $0.05. I based their example cost per gallon on their pump prices on November 15, 2017.

The award for the motor oils was specified that we would add together the cost of one unit of measure of each of the products, and that the overall low total cost would determine the award.

I recommend that the award for gasoline, heating oil, diesel fuel, and kerosene purchases during calendar year 2018 be made to H.N. Funkhouser & Co., Inc., for

fixed differential costs as show. I recommend the award for the motor oils and ~~kerosene~~ propane be made to Holtzman Oil Corporation o., Inc. at the costs indicated.

Funding is allocated in each of the Town departments where vehicles are used for the daily workload.

TOWN OF FRONT ROYAL, VIRGINIA

Quotation Tabulation

Item: FUELS - 5 YEAR CONTRACT — Quotation #33

Date: November 21, 2017 — Mailed 7 — Replied 2

Vendor Quotation

	H.N. FUNKHOUSER	H.N. FUNKHOUSER COST TO TOWN ON 11/15/2017		HOLTZMAN OIL CORP.			HOLTZMAN OIL CORP. COST TO TOWN ON 11/15/2017
	QUOTATION			QUOTATION	QUOTATION	QUOTATION	
BID #1 - GASOLINE							
(FIXED DIFFERENTIAL)							
REGULAR UNLEADED	$0.075	$1.7982		-$0.05(from pump price at time of purchase)			$2.1890
PREMIUM UNLEADED	$0.100	$2.2839		-$0.05(from pump price at time of purchase)			$2.7890
ETHANOL-FREE	$0.350	$2.3624		-$0.05(from pump price at time of purchase)			$2.4890
BID #2 - #2 HEATING FUEL OIL							
(FIXED DIFFERENTIAL)	$0.200	$2.0461		$0.2155			$2.1221
BID #3 - DIESEL FUELS							
(FIXED DIFFERENTIAL)							
LOW SULFUR ON-SITE	$0.075	$2.0184		-$0.05(from pump price at time of purchase)			$2.5490
LOW SULFUR OFF-SITE	$0.100	$2.0434		$0.1955			$2.0971
"OFF-ROAD" DIESEL FUEL							
(FIXED DIFFERENTIAL)							
ON-SITE	$0.075	$2.0211		N/A			
OFF-SITE	$0.100	$2.0461		$0.1955			$2.1021
BID #4 - KEROSENE							
(FIXED DIFFERENTIAL)							
ON-SITE	$0.250	$2.6225		-$0.05(from pump price at time of purchase)			$3.4490
OFF-SITE	$0.250	$2.6225		$0.3639			$2.5267
BID #5 - MOTOR OILS							
SAE 15-40	$7.900			$7.16			
HYDRAULIC OIL	$6.420			$7.10			
(TOTAL FOR 1 GALLON OF EACH)		$14.32			$ 14.26		
BID #6 - PROPANE							
(FIXED DIFFERENTIAL)							
ON-SITE	N/A			N/A			
OFF-SITE	N/A			$0.57			$1.5425
Discount	N/A				N/A		
Terms	NET 30				NET 30		

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

Witness

Witness

Purchasing Agent

7E

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 7(E)

Meeting Date: December 11, 2017

Agenda Item: COUNCIL APPROVAL – Purchase of Various Sized Water Meters for Inventory Stock

Summary: Council is requested to approve the purchase of various sized water meters for inventory stock from Core & Main at a cost of $114,225.00. *Note: Core & Main is the only authorized Neptune Distributor for our area so this is a "sole source" purchase.*

Budget/Funding: Funding in the amount of $40,000 carried forward from FY17 budget is available in Public Works Water Line Maintenance budget line item 9602-R47530 "Capital Inventory". The balance of funding, $74,225.00 is available in the Public Works FY18 Water Line Maintenance budget line item 9602-47530 "Capital Inventory".

Attachments: Memo from Purchasing Agent; email from Core & Main and Town's Public Services Manager; and Letter from Neptune Technology Group

Meetings: None

Staff Recommendation: Approval ✓ Denial______

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

Proposed Motion: **I move that Council approve the purchase of various sized water meters for inventory stock from Core & Main at a cost of $114,225.00.**

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

Approved By: JW

MEMORANDUM

Date: December 5, 2017

To: Tina Presley, Senior Administrative Assistant

Jennifer Berry, Clerk of Council

From: Cindy Hartman, Purchasing Agent

RE: Agenda Item

I have received a request for the purchase of (350) 5/8" water meters @ $245.00 per meter, (30) 1" water meters @ $375.00 per meter, (5) 1-1/2" water meters @ $625.00 per meter, (6) 2" water meters @ $750.00 per meter, and (4) 2" compound meters @ $2,400.00 per meter from Core & Main (formerly HD Supply Waterworks). The meters are kept in inventory for use as needed. These meters are capable of being read via radio, in preparation of the anticipated change in the method of meter reading. Core & Main is the only authorized Neptune distributor for our area (see attached letter), so this is considered a "sole source" purchase.

Due to the dollar amount, the purchase of these meters will require Town Council approval. Please add this to the December 11, 2017 Council agenda, for their action.

Staff recommends the purchase of various sized meters for inventory stock, at prices noted above. The total purchase cost will be $114,225.00.

Funding in the amount of $40,000, which is an amount carried forward from the FY17 budget, is available in the Department of Environmental Services Water Line Maintenance budget line item 9602-R47530 "Capital Inventory". The balance of funding, $74,225.00 is available in the DES FY18 Water Line Maintenance budget line item 9602-47530 "Capital Inventory".

Cindy A. Hartman

From:	Hennage, Deborah <Deborah.Hennage@coreandmain.com>
Sent:	Tuesday, December 05, 2017 11:06 AM
To:	Cindy A. Hartman
Cc:	Ring, Rodney
Subject:	RE: Water Meter's

Your Cost:
350 – 5/8" T-10 R900I Water Meters $245.00 each

30 – 1" T-10 R900I Water Meters $375.00 each

5 – 1" ½ T-10 R900I Water Meters $625.00 each

4 – 1" ½ R900I Compound Water Meters ←<u>This does not exist, See previous e-mail</u>.

6 – 2" T-10 R900I Water Meters $750.00 each

4 – 2" R900I T/F Compound Water Meters $2400.00 each

Thanks.
Debbie

Cindy A. Hartman

From: Robbie Boyer
Sent: Friday, December 01, 2017 2:34 PM
To: Cindy A. Hartman
Subject: Water Meter's

Cindy,

Here is a list of meters the department needs to purchase.

350 – 5/8" R900I Water Meters

30 – 1" r900I Water Meters

5 – 1" ½ R900I Water Meters

4 – 1" ½ R900I Compound Water Meters

6 – 2" R900I Water Meters

4 – 2" R900I Compound Water Meters

Thanks,

Robert B. Boyer
Public Services Manager
PO Box 1560
800 Crosby Road Extended
Front Royal, VA 22630
540-635-7819

NEPTUNE
TECHNOLOGY GROUP INC.

December 14, 2016

To whom this may concern:

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

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

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

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

Sincerely,

Jesse Loughney

Territory Manager- VA, WV, MD, DE

7F

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 7(F)

Meeting Date: December 11, 2017

Agenda Item: COUNCIL APPROVAL – Award Contract for Construction Materials Testing Services for New Police Department

Summary: Council is requested to approve the award of a contract to ECS Mid-Atlantic, LLC through the Virginia Department of General Services, Department of Engineering and Buildings State Contract, for Construction Materials Testing Services in an amount not to exceed $78,000.

Budget/Funding: New Market Tax Credit Program

Attachments: Memorandum from the Purchasing Agent and ECS Proposal

Meetings: None

Staff Recommendation: Approval ✓ Denial_______

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

Proposed Motion: **I move that Council approve the award of a contract to ECS Mid-Atlantic, LLC through the Virginia Department of General Services, Department of Engineering and Buildings State Contract, for Construction Materials Testing Services in an amount not to exceed $78,000.**

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

Approved By: JW

MEMORANDUM

Date: **December 5, 2017**

To: **Tina Presley, Senior Administrative Assistant**

Jennifer Berry, Clerk of Council

From: **Cindy Hartman, Purchasing Agent**

RE: **Agenda Item**

One component during the construction phase of the new Police Department Headquarters will be inspection and testing services, as described in the attached document. These services are offered by ECS Mid-Atlantic, LLC, located in Winchester, through the Virginia Department of General Services, Department of Engineering and Buildings state contract.

ECS has estimated that their involvement will be necessary for a majority of the construction duration, possibly split between full-time and part-time work. They have submitted a proposal and fees for these services with rates in accordance with the state contract. A detailed construction schedule is not yet available, so at this time ECS cannot quote a firm cost for their services. However, they have submitted an estimated total cost based on an assumption of a 10 month construction schedule. As this project has already begun, their services will be required and they will need to be available for these services as soon as possible. Due to the anticipated dollar amount for these services, I will need Town Council's approval to begin the process of contracting with ECS for their services.

Staff recommends that ECS Mid-Atlantic, LLC be awarded a contract for Construction Materials Testing services, per November 10, 2017 submitted proposal rates. These rates are in accordance with the Department of General Services contract DEB07012016HE rate schedule, and will remain in effect throughout the project.

ECS Mid-Atlantic, LLC

Unit Rate Proposal for Construction Materials Testing

Front Royal Police Department Headquarters
Front Royal, Warren County, Virginia 22630

ECS Proposal Number 01:56626-CPR

November 10, 2017
Revised December 5, 2017

November 10, 2017
Revised December 5, 2017

Mrs. Cynthia A. Hartman
Purchasing Agent
Town of Front Royal Department of Finance
102 East Main Street
Front Royal, VA 22630

ECS Proposal No. 01:56626-CPR

Reference: Revised Estimated Cost Proposal for Construction Materials Observation and Testing Services, Town of Front Royal Police Department Headquarters, Front Royal, Warren County, Virginia

Dear Ms. Hartman:

ECS Mid-Atlantic, LLC (ECS) is pleased to present the following estimated cost proposal for providing construction materials observation and testing services during construction of the Town of Front Royal Police Department Headquarters Building located in Front Royal, Virginia. This proposal is intended to present you with our fee structure, estimated cost, and detailed scope of services. Prior to writing this proposal, we had the opportunity to review the project drawings and specifications prepared by Moseley Architects, dated August 4, 2017. As requested, our proposal has been prepared in accordance with our current DGS contract (DEB07012016HE). ECS has not been provided a construction schedule; however, we have included an estimated cost based upon substantial completion for the project October 31, 2018.

PROJECT OVERVIEW

The project site is located at the physical address of 501 Kendrick Lane in Front Royal, Virginia. The site is currently a partially cleared lot with grass and shrubs on the west end and gravel on the east end. The site is bounded to the North by residential housing, the east by Monroe Avenue and to the west by Adams Avenue. The project consists of a 2 story, 15,800 square foot (sf) Main Police Headquarters Building and a 2 story, 7,300 sf Support Building to the west. The project also includes the addition of paved parking areas and drive aisles, a bio-retention pond and stormwater management system, and the installation of site utilities.

SCOPE OF WORK

Based on the project plans, and the published design schedule dated August 4, 2017, we understand the renovation and construction duration is approximately 350 days beginning in December, 2017 and substantial completion planned for October 31, 2018. We have assumed our involvement will be necessary for a majority of this overall time and but may be split between full-time and part-time work. A detailed scope of services is outlined in Appendix I of this proposal, and an estimated cost is outlined in Appendix III of this proposal.

FEE FOR SERVICES

All services provided for this project will be billed in accordance with the DGS contract (DEB07012016HE) rate schedule provided as Appendix II of this proposal. It is our belief that all required services have been included in our unit price list and accounted for in our estimated fees. Should supplemental services be deemed necessary at a later date, they would be invoiced at the rate noted on the fee schedule in effect at that time, unless otherwise agreed upon in advance. All unit prices listed herein shall remain as stated throughout the project.

ECS field services will be rendered portal-to-portal for travel time and mileage from our office in Winchester, Virginia. There will be no minimum hourly charges for field related services. Our unit rates are based on a normal 8 hour work day, Monday through Friday, between normal business hours of 7:00 a.m. to 4:00 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturday, Sunday and Holidays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above. Scheduling should occur prior to 2:00 p.m. the day before services are required.

TOTAL ESTIMATED COST

A detailed construction schedule was not available at this time . Based on the provided information, we have made numerous assumptions regarding our involvement in the project. A total estimated fee has been prepared based on a substantial completion date of October 31, 2018 and is included in Appendix III of this proposal. We have assumed our involvement at the site will be split between full-time and part-time work.

BILLING AND CONTRACT CONDITIONS

Invoices will be issued on a monthly basis and will provide a week by week breakdown of billing units, unless modified by request of the client. Upon request, ECS will provide a separate invoice for services provided outside of the proposed scope of work. Invoices are normally processed on or around the 10^{th} of each month and represent costs incurred during the previous month. These invoices will also display a monthly cumulative summary of project costs to date. This monthly summary will serve as a means of monitoring expenses as they relate to job progress.

CLOSING

Our services will be performed in accordance with the attached Terms and Conditions of Service. We are pleased to have this opportunity to offer our services and look forward to working with you on the project. If you have any questions or comments concerning the contents of the enclosed documents or other related topics, please contact either of the undersigned.

Respectfully,

ECS MID-ATLANTIC, LLC

Nick C Bass

Nick C. Bass, C.P.~~G., E.I.T.~~
Project Geologist

Andrew R. Shontz, P.G.
Principal Engineering Geologist

ATTACHMENTS:
Appendix I - Scope of Services
Appendix II – Unit Rates
Appendix III – Total Estimated Cost
Appendix IV – Proposal Acceptance
Appendix V – Terms and Conditions

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APPENDIX I - SCOPE OF SERVICES

Our laboratory is routinely inspected by outside agencies to confirm compliance with applicable testing standards. Accreditations currently held include:

U.S. Army Corps of Engineers (USACE)
Washington Area Council of Engineering Laboratories (WACEL)
AASHTO Material Reference Laboratory (AMRL) proficiency sampling
Cement and Concrete Reference Laboratory (CCRL) proficiency sampling
NRMCA – Round Robin Concrete Proficiency Testing

ECS' laboratories also meet the criteria for ASTM E329 Standard practice for use in evaluation of testing and inspection agencies as used in construction; ASTM C1077 Standard practice for testing concrete and concrete aggregates for use in construction and criteria for laboratory evaluation; and ASTM D3740 Standard practice for minimum requirements for agencies engaged in the testing and/or inspection of soil and rock as used in engineering design and construction.

A. Earthwork/Foundations:

1. Perform appropriate laboratory testing on materials proposed for use as fill, backfill, and paving subgrade in accordance with project specifications. Testing may include:
   a. Grain Size Distribution, ASTM D422
   b. Liquid and Plastic (Atterberg) Limits, D4318
   c. Proctor Moisture Density Relationships ASTM D698, D1557 or VTM-1
   d. CBR Tests, ASTM D1883, or VTM-8
2. Periodically observe excavation operations to document removal of unsuitable materials including debris, frozen soil, problem clays, or stones with a maximum dimension greater than 6 inches.
3. Observe conditions of bottom of excavations prior to foundation preparation, including proofrolling and other testing of subgrades; note seepage of water, and suggest and observe corrective measures at problem areas.
4. Observe placement of fill and backfill (including backfill in utility trenches and against foundation walls) to test compliance with project requirements. Perform in-place density tests as required by project specifications, and test each lift for compaction.
5. Where deficiencies are noted during fill or backfill placement, suggest and observe remedial actions, including reworking and recompacting of materials.
6. Document the dimensions of foundation elements and report compliance with design specifications and approved drawings.
7. Test surface bearing of soils at footing subgrades to verify that the soils meet or exceed design parameters through correlation of soil boring data, use of the Dynamic Cone Penetrometer, and reference to approved drawings.
8. Document the bearing conditions of soils at foundation element subgrades.
9. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

B. Cast-in-Place Concrete:

1. Test and report concrete for compliance with the provisions of ACI 318, 301, 214, 304, 305 and 306, local building codes, generally accepted construction practices, and specific project requirements.
2. Observe placement of reinforcing steel and document proper size; grade; spacing; cover; cleanliness; length, location, and type of splices; and report compliance with project plans and specifications.

3. Confirm correct installation of all embedded items to include anchor rods and precast connections prior to placement of fluid concrete.
4. Observe placement of concrete and document procedures with regard to forming, vibration, and curing.
5. Sample concrete at the frequency stated in the project specifications and perform the following tests and functions:
    a. Confirm mix design
    b. Slump
    c. Air Content
    d. Temperature
    e. Batch-to-placement time
    f. Cast test cylinders

    Sampling, testing, and curing of specimens in the field shall be performed in accordance with applicable ASTM guidelines and project requirements. Additional tests shall be performed as needed in the event deficiencies are encountered. Compliance with extreme weather procedures will also be documented.
6. Cure and test concrete cylinders in the laboratory as directed by the project specifications and in accordance with ASTM C31 and C39. Four-inch by eight-inch cylinders size is proposed.
7. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.
8. Confirm that suitable concrete specimen curing/storage facilities are provided.

C. Structural Masonry:

1. Periodically observe procedures and materials to document compliance with ACI 530.1, Contract Documents and sound construction practices.
2. Periodically observe placement of masonry units, mortar, grout, reinforcing and anchors.
3. Obtain grout prisms as required in the project specifications, and test grout for compressive strength as specified in ASTM C 1019.
4. Obtain mortar cylinders as required in the project specifications, and test mortar for compressive strength as specified in ASTM C 780.
5. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

D. Structural Steel:

1. Document welder certifications to confirm that all welders have current certifications for welding operations that they perform.
2. Confirm proper member size in accordance with approved erection drawings and verify acceptable plumbness and levelness of installed sections.
3. Perform the following functions related to structural steel erection in the field:
    a. Visual observation of all welded and bolted connections.
    b. Examine tightness of at least 15% of high strength bolts at random, or 2 bolts from every connection using high strength bolts, if required.
    c. Examine tightness of all bolts on all "pretentioned" and "slip critical" connections using industry-standard methods agreed upon during pre-construction meeting.
    d. Perform additional testing in accordance with specifications if maximum allowable rejection rates are exceeded.
4. Visual examination of cold formed steel framing to document conditions, installation, and field connections in accordance with project drawings and specifications.
5. Visual examination of steel deck installation to document installation, i.e. bearing, side and end lap, etc.

6. Visual examination of steel joists to document conditions and installation in accordance with the project specifications and the Steel Joist Institute.
7. Observe post installed concrete anchoring for proper size, embed, cleaning and adhesive.
8. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

E. Paving:

1. Observe proofrolling of subgrades, and suggest and observe corrective action at excessively soft areas prior to placement of subbase course.
2. Observe placement of subbase course and perform appropriate in-place density tests as directed by specifications.
3. Observe placement, rolling operations and temperature of paving mixture at time of placement.
4. Perform appropriate measurements and tests to document asphalt density.
5. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

E. Exterior Insulation Finish System (EIFS):

1. Observe materials used in the EIFS system and document the condition.
2. Periodically observe EIFS installation procedures and report whether work is performed in accordance with specification and sound construction practice.
3. Observe fastening, proper storage of materials, application of coatings sealants, caulks and flashing details.
4. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

G. Project Engineer/Principal Review:

Our Senior Project Manager or Project Engineer will oversee testing services for the project, review all field and material testing reports prior to distribution, and attend preconstruction, preistallation and progress meetings, if requested.

OPTIONAL ITEMS:

A. Storm Water Pollution Prevention Plan (SWPPP):

1. Conducting a site reconnaissance by personnel approved by the Virginia Department of Conservation and Recreation (DCR) once every week to inspect the construction entrance, wash and storage areas, erosion and sediment controls, and other portions of the construction site in accordance with current VSMP regulations;
2. Documenting any deficiencies in the onsite SWPPP book to be housed onsite and made available during construction hours by the contractor;
3. Evaluating areas of concern noted during previous inspections and documenting their compliance with current VSMP regulations, and;
4. If necessary, an environmental scientist will attend the pre-construction meeting to discuss any questions or concerns regarding the SWPPP.

B. Foundation Drainage Assemblies

1. The following will be observed during construction:
   a. The installation of filter fabric to isolate aggregate and soil;
   b. The installation of perforated piping and clean-out devices, and open-graded aggregate;
   c. The installation of the vapor barrier components at slab-on-grade areas.

APPENDIX II – UNIT RATES

FIELD SERVICES	UNIT RATE
1. Engineering Technician	$ 50.36/hour
2. Structural Steel Technician	$ 75.00/hour
3. EIFS Inspector	$ 75.00/hour
4. Mileage	$ 0.60/mile

ENGINEERING/ADMINISTRATIVE SERVICES	
1. Senior Project Manager	$ 88.88/hour
2. Principal Engineer/Geologist	$ 116.09/hour

LABORATORY and RELATED SERVICES	
1. Atterberg Limits Testing	$ 65.00/test
2. Grain Size Analysis	$ 60.00/test
3. Standard Proctor Testing	$ 95.00/test
4. California Bearing Ratio Testing (CBR)	$ 180.00/test
5. Compressive strength testing, curing & disposal of concrete cylinders	$ 11.00/each
6. Compressive strength testing, curing & disposal of mortar cubes	$ 11.00/each
7. Compressive strength testing, curing & disposal of grout prisms	$ 16.00/each

OPTIONAL SERVICES	
1. SWPPP Inspector	$ 69.33/hour

ECS field services will be rendered portal-to-portal for travel time and mileage from our office in Winchester, Virginia. There will be no minimum hourly charges for field related services. Our unit rates are based on a normal 8 hour work day, Monday through Friday, between normal business hours of 7:00 a.m. to 4:00 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturday, Sunday and Holidays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above. Scheduling should occur prior to 2:00 p.m. the day before services are required.

APPENDIX III – TOTAL ESTIMATED COST

Assumptions:

10 month construction schedule. Onsite time split between full-time and part-time work. No overtime included. Mileage round trip is 35 miles and will only be used if a nuclear gauge is brought to the site

FIELD SERVICES	HOURS/DAY	DAYS/WEEK	WEEKS	RATE	TOTAL
Miscellaneous Earthwork					
Engineering Technician - Full Time	8	4	3	$50.36	$4,834.56
Engineering Technician - Part Time	4	4	7	$50.36	$5,640.32
Mileage (35 miles round trip)		40		$0.60	$840.00
Foundations, Concrete, and Masonry					
Engineering Technician - Full Time	8	4	10	$50.36	$16,115.20
Engineering Technician - Part Time	4	4	14	$50.36	$11,280.64
Structural Steel and Metal Framing Installation					
Structural Steel Technician	4	3	5	$75.00	$4,500.00
				SUBTOTAL:	**$43,210.72**

FIELD SERVICES ENGINEERING & SUPPORT	HOURS/DAY	DAYS/WEEK	WEEKS	RATE	TOTAL
Senior Project Manager	0.75	4	39	$88.88	$10,398.96
Professional Engineer/Geologist	0.5	4	39	$116.09	$9,055.02
				SUBTOTAL:	**$19,453.98**

SOIL TESTING		UNITS	RATE	TOTAL
Grain Size Analysis, Washed Sieve		2	$60.00	$120.00
Atterberg Limit Testing		2	$65.00	$130.00
Standard Proctor Testing		2	$95.00	$190.00
California Bearing Ratio Test (CBR)		2	$180.00	$360.00
			SUBTOTAL:	**$800.00**

CONCRETE TESTING	CYLS/DAY	DAYS/WEEK	WEEKS	RATE	TOTAL
Concrete Cylinders	9	5	16	$11.00	$7,920.00
Grout Prisms	3	1	3	$16.00	$144.00
Mortar Cubes	3	1	3	$11.00	$99.00
				SUBTOTAL:	**$8,163.00**

EIFS	HOURS/DAY	DAYS/WEEK	WEEKS	RATE	TOTAL
EIFS Inspector	8	3	3	$75.00	$5,400.00
				SUBTOTAL:	**$5,400.00**

EIFS: ENGINEERING & SUPPORT	HOURS/DAY	DAYS/WEEK	WEEKS	RATE	TOTAL
Project Manager	0.75	3	3	$88.88	$599.94
Professional Engineer/Geologist	0.5	3	3	$116.09	$522.41
				SUBTOTAL:	**$1,122.35**
				TOTAL:	**$78,150.05**

The estimated cost has been prepared for your budgeting purposes based upon the assumed quantities and time frames detailed above. Actual costs may be greater or less than the estimate and will be calculated using the enclosed schedule of unit rates.

APPENDIX III - PROPOSAL ACCEPTANCE

ECS Mid-Atlantic, LLC

Proposal No.:	01:56626-CP
Scope of Work:	Construction Materials Observation and Testing Services
Location:	Front Royal Police Department Headquarters, Front Royal, Warren County, Virginia

Client Signature: ______________________ Date: ____________

Please complete and return this page to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION

(Please Print or Type)

Name of Client: ______________________

Name of Contact Person: ______________________

Telephone No. of Contact Person: ______________________

E-mail Address of Contact Person: ______________________

Party Responsible for Payment: ______________________

Company Name: ______________________

Person/Title ______________________

Department: ______________________

Billing Address: ______________________

____

____

Telephone Number: ______________________

Fax Number: ______________________

E-mail Address: ______________________

Client Project/Account Number ______________________

Special Conditions for Invoice ______________________

Submittal and Approval ______________________

ECS offers a full array of services to assist you with *all* phases of your project, including but not limited to:

☐ *Phase I, II and III Environmental Site Assessments* ☐ *Archaeological Assessments* ☐ *Wetlands Delineations* ☐ *Asbestos/Lead Paint Services* ☐ *Indoor Air Quality Mold Services*	☐ *Third Party Mechanical, Electrical, Plumbing Inspections Services* ☐ *Geotechnical Engineering Services* ☐ *Construction Materials Testing* ☐ *Septic/Drainfield Design Services* ☐ *LEED® Consulting Services*	☐ *Building Envelope, Roofing, and Waterproofing Inspection and Consultation* ☐ *Pre- and Post-Construction Condition Assessments* ☐ *Specialty Materials and Forensics Testing*

Please indicate any additional services you are interested in and a member of the ECS team will contact you to discuss how we can be of service to your project

ECS MID-ATLANTIC, LLC
TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS MID-ATLANTIC, LLC ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 **INDEPENDENT CONSULTANT STATUS** - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 **SCOPE OF SERVICES** - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 **STANDARD OF CARE**

3.1 **In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.**

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 **CLIENT DISCLOSURES**

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 **INFORMATION PROVIDED BY OTHERS** - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 **CONCEALED RISKS** - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, *e.g.*, subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 **RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES**

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 **UNDERGROUND UTILITIES**

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 **SAMPLES**

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 **ENVIRONMENTAL RISKS**

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, it's licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are $10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed $20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of $10,000, ECS' total aggregate liability to CLIENT shall not exceed $40,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to $500,000.

19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.

19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

MOSELEYARCHITECTS
A PROFESSIONAL CORPORATION

TOWN OF FRONT ROYAL
NEW POLICE HEADQUARTERS
CONSTRUCTION BUDGET ESTIMATE

CONSTRUCT 2040 NEEDS

September 14, 2017

CONSTRUCTION COSTS			
New Police Headquarters	15,751 SF @	$280	$4,402,854
Support Building	7,208 SF @	$256	$1,843,750
Site work	3.4 AC @	$438,058	$1,489,397
Construction Cost Subtotal			**$7,736,001**
OTHER COSTS			
Furniture Allowance			$470,628
Geotechnical Study			$10,102
Base Mapping Survey/Easement Plats			$6,500
Architectural/Engineering Services			$654,000
Testing and Inspections Allowance			$78,000
Data/IT Infrastructure/Telephone Allowance			$160,000
Fiber Line Extension/Connection Fees			$47,100
Moving Expenses Allowance			$20,000
Emergency Communications Consoles (3)			$75,000
Property Acquisition Allowance			Not included
Permitting Fees			Not included
Utility Connection Fees			Not included
Legal Expenses			Not included
Financing Expenses			Not included
Other Costs Subtotal			**$1,521,330**
Project Cost Subtotal			**$9,257,331**
Project Budget Contingency (10% of Construction Cost)			$780,000
TOTAL			**$10,037,331**

7G

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 7(G)

Meeting Date: December 11, 2017

Agenda Item: COUNCIL APPROVAL – Purchase of Police Vehicles

Summary: Council is requested to approve the purchase of one (1) 2018 Ford Taurus ($21,568.93) and two (2) 2018 Ford Interceptor utility vehicles ($65,803.92) through the Virginia State Contract for a total amount of $87,372.85 to replace existing police vehicles currently in the fleet as follows:
One 2018 Ford Fleet Sedan replacing a 2008 Chevy Silverado with 148,000 miles
Two (2) 2018 Ford Interceptor Utility Vehicles replacing
- 2014 Dodge Charger with 94,000 miles
- 2014 Ford Interceptor Utility with 101,000 miles

Budget/Funding: Funding available in the FY18 Police Department budget line item 3102-47005 "Motor Vehicles".

Attachments: Memorandum from the Purchasing Agent and Spreadsheet

Meetings: None

Staff Recommendation: Approval ✓ Denial______

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

Proposed Motion: **I move that Council approve the purchase of one (1) 2018 Ford Taurus ($21,568.93) and two (2) 2018 Ford Interceptor utility vehicles ($65,803.92) through the Virginia State Contract for a total amount of $87,372.85 to replace existing police vehicles currently in the fleet.**

*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: JW

MEMORANDUM

Date: December 6, 2017

To: Tina Presley, Administrative Assistant

Jennifer Berry, Clerk of Council

From: Cindy Hartman, Purchasing Agent cjh

RE: Agenda Item

I have received a request from the Police Department to purchase one (1) 2018 Ford Taurus and two (2) 2018 Ford Interceptor utility vehicles through the Virginia State Contract for the Patrol Division. The new Interceptors will be replacing a 2014 Interceptor with 101,000 miles, and a 2014 Dodge Charger with 94,000 miles. The new Taurus will be assigned to the Criminal Investigations Division, replacing a 2008 Chevy Silverado pickup with 148,000. The older vehicles will be pulled from the fleet, to be added to items for the annual Public Auction.

The Virginia state contract is competitively bid, and so meets the Public Procurement Act requirements. Due to the volume the awarded dealers sell through these State contracts, there is a substantial cost savings over the invoice price.

The dollar amount of this purchase requires Town Council approval. Please add this item to the December 11, 2017 agenda for their action.

Staff recommends the purchase of one (1) 2018 Ford Taurus from Sheehy Ford of Richmond for a total cost of $21,568.93. This cost breaks down as $21,248.55 base price, with options and delivery at $320.38.

Staff recommends the purchase of two (2) 2018 Ford Police Interceptors from Haley Ford South for a total cost of $65,803.92. This cost breaks down as $28,160.16 base price per vehicle, with options and delivery cost of $4,741.80 per vehicle.

Funding for these purchases in the amount of $87,372.85 is available in the FY18 Police Department budget line item 3102-47005 "Motor Vehicles". If this purchase is approved, the remaining funds in that line item, $20,627.15, will be utilized for additional equipment for the vehicles. This would include exterior graphics, emergency lighting, weapons mount, utility console, prisoner transport, etc.

Contract Line Item #	Vehicle Configurator **DPS Contract #: E194-76024** *Effective 9/12/17 through 9/11/18* **eVA Commodity:** Full Size Sedan 2018 Ford Taurus **eVA Vendor:** Sheehy Ford of Richmond **eVA Vendor ID#:** E57154 **NIGP Commodity Code:** 07100 This form is NOT intended for ordering purposes. Please use this spreadsheet as a reference. a separate spreadsheet for more models with different configurations/options. Be sure to enter your order through the eVA PUNCHOUT CATALOG. Complete the yellow blocks only.	Option / Order Code	UNIT PRICE	Vehicle Configuration 1 ENTER QUANTITY IN YELLOW COLUMN ONLY.		Vehicle Configuration 2 ENTER QUANTITY IN YELLOW COLUMN ONLY.	
	THIS SPREADSHEET IS SOLEY FOR REFERENCE/INTERNAL PURPOSES. PLEASE ENTER THE ORDER THROUGH THE eVA PUNCH OUT CATALOG						
1	2018, Ford Taurus, (Note: This base vehicle includes many options - Use the *Delete* options to remove any unwanted items.)	P2D	**$ 21,248.55**	1	$ 21,248.55		$ -
2	Additional Delivery Charges -(Note: 50 Miles are included in the base price of each vehicle.) Only enter miles in excess of 50. The spreadsheet will auto calculate the mileage by the qty of vehicles ordered.	n/a	$ 1.80	80	$ 144.00		$ -
INCLUDED OPTIONS							
I1	3.5L V6 FLEX FUEL engine (Included)	998	$ -		$ -		$ -
I2	6 speed selectshift automatic transmission (Included)	STD	$ -		$ -		$ -
I3	Back-up Camera system (Included)	STD	$ -		$ -		$ -
I4	SYNC - bluetooth (Included)	STD	$ -		$ -		$ -
ADDITIONAL OPTIONS							
A1	All-weather Floor Mats	97M	$ 90.68		$ -		$ -
A2	Day Lights	942	$ 50.48		$ -		$ -
A3	Engine Block Heater	41H	$ 200.89		$ -		$ -
A4	Reverse Sensing	CA50091	$ 176.38	1	$ 176.38		$ -
A5	Remote Key (additional key is key/fob combo key)	R8073	$ 260.44		$ -		$ -
A6	All Wheel Drive	PSH	$ 5,105.68		$ -		$ -
PAINT COLOR OPTIONS					$ -		$ -
P1	*Shadow Black*	G1	$ -		$ -		$ -
P3	*Magnetic*	J7	$ -	1	$ -		$ -
P4	*Blue Jeans*	N1	$ -		$ -		$ -
P5	*Smoke Quartz*	TQ	$ -		$ -		$ -
P8	*Ingot Silver*	UX	$ -		$ -		$ -
P10	*Oxford White*	YZ	$ -		$ -		$ -
	Total Cost for **each** Base Vehicle plus Mileage & Options			1 ea	$ 21,568.93	1 ea	#DIV/0!
	Column Totals for **All** Base Vehicle Plus Options			1	$ 21,568.93	0	$ -
	Grand Total of all vehicles ordered on this spreadsheet: $						21,568.93

Not for order use

Enter Other Information or Instructions in Yellow Block to the Right

Note: Entities may not order anything other than what's stated above. Buyers must choose a color choice above - do not enter it here.

Use this spread sheet to configure your vehicle(s). You will need to use a separate column for each model type you are ordering. Use a separate spreadsheet for each model type ordered if it has different options. Only complete the Yellow cells in the spreadsheet with the Quantity for the base vehicle and each option you want to order. When you are done the actual order needs to be entered through the eVA PUNCHOUT Catalog. CLICK BELOW FOR PUNCH OUT ORDERING GUIDE

Contract Line Item #		Vehicle Configurator DPS Contract # E194-75223 **eVA Commodity:** Full Size Police Vehicle - 2018 Ford Police UTILITY **eVA Vendor:** Haley Ford South **NIGP Commodity Code:** 07105 This form is NOT intended for ordering purposes. Please use this spreadsheet as a reference. a separate spreadsheet for more models with different configurations/options. Be sure to enter your order through the eVA PUNCHOUT CATALOG. Complete the yellow blocks only.	Option / Order Code	UNIT PRICE	K8A MARKED UTILITY ENTER QUANTITY IN YELLOW COLUMN ONLY.		K8A/16D UNMARKED UTILITY ENTER QUANTITY IN YELLOW COLUMN ONLY.	
THIS SPREADSHEET IS SOLEY FOR REFERENCE/INTERNAL PURPOSES. PLEASE ENTER THE ORDER THROUGH THE eVA PUNCH OUT CATALOG								
1		K8A: MARKED UTILITY- 2018 Ford Police Interceptor, AWD, 500A, Base Vehicle (Be sure to indicate color choice below)	K8A	$ 28,160.16		$ -		
2		K8A/19D: UNMARKED UTILITY, 2018 Ford Police Interceptor, AWD, 500A Base Vehicle (Be sure to indicate color choice below)	K8A/ 16D	$ 28,160.16			2	$ 56,320.32
3		Rear View Camera Standard Equipment on 2018 model				$ -		
4		Additional Delivery Charges -(Note: 50 Miles are included in the base price of each vehicle.) Only enter miles in excess of 50. The spreadsheet will auto calculate the mileage by the qty of vehicles ordered.	N/A	$ 1.80		$ -	91	$ 327.60
		ADD-ON OPTIONS						
A1	ENGINE	Engine Block Heater	41H	$ 90.00		$ -		$ -
A2								
A3	LAMPS / WIRING	Dark Car Feature	43D	$ 20.00		$ -	2	$ 40.00
A4		Daytime Running Lamps	942	$ 45.00		$ -		$ -
A5		Pre-Wiring for Grille Lamp, Siren and Speaker	60A	$ 50.00		$ -		$ -
A6		Spot Lamp - Driver Side - LED Bulb	51R	$ 395.00		$ -	2	$ 790.00
A7		Dual Spot lamp (driver and passenger) LED Bulb. Requires delete/credit of 21L, included with Base Vehicle, shown in delete section.	51S	$ 620.00		$ -		$ -
A8		Spot lamp -Driver Side -Incandescent Bulb Requires delete/credit of 21L, included with Base Vehicle, shown in delete section.	51Y	$ 215.00		$ -		$ -
A9		Dual Spot lamp - (driver and passenger) Incandescent Bulb. Requires delete/credit of 21L, included with Base Vehicle, shown in delete section.	51Z	$ 350.00		$ -		$ -
A10	INTERIOR	Interior Upgrade Package (includes 88F)	65U	$ 390.00		$ -		$ -
A11		1st and 2nd row carpet floor covering in lieu of vinyl	16C	$ 125.00		$ -		$ -
A12		2nd Row Cloth Seats *(included in 65U)*	88F	$ 60.00		$ -		$ -
A13	AUDIO / VIDEO	100 Watt Siren/Speaker (includes bracket and pigtail)	18X	$ 300.00		$ -		$ -
A14		SYNC Basic	53M	$ 295.00		$ -		$ -
A15		Re-mappable (4) switches on steering wheel with voice. (Requires 53M).	61S	$ 155.00		$ -		$ -
A16		Re-mappable (4) switches on steering wheel, less voice	61R	$ 155.00		$ -		$ -
A17	SAFETY / SECURITY	Perimeter Anti-theft Alarm - Activated by Hood, Door or Decklid	593	$ 120.00		$ -		$ -
A18		Remote Keyless Entry	595	$ 260.00		$ -		$ -
A19		Reverse Sensing	76R	$ 275.00		$ -	2	$ 550.00
A20		BLIS (Requires 21B)	55B	$ 545.00		$ -		$ -
A21		Ballistic Door Panels - Driver Front Door Only	90D	$ 1,585.00		$ -		$ -
A22		Ballistic Door Panels - Driver & Passenger Front Door	90E	$ 3,170.00		$ -		$ -
A23		Heated Mirrors, Non-BLIS	549	$ 60.00		$ -	2	$ 120.00
A24		Side Marker Lights in Sideview Mirrors	63B	$ 290.00		$ -		$ -
A25	DOORS / WINDOWS	Hidden Door Lock Plunger.	52H	$ 140.00		$ -		$ -
A26		Hidden Door Lock Plunger and Rear Door Handle Inoperable	52P	$ 160.00		$ -		$ -
A27		Rear Door Handles Inoperable / Locks Operable	68L	$ 435.00		$ -		$ -
A28		Rear Door Handles Inoperable / Locks Inoperable	68G	$ 35.00		$ -		$ -
A29		Windows - Rear window power delete, operable from front driver side switches.	18W	$ 25.00		$ -		$ -
A30		Glass - Solar Tint 2nd and 3rd Row (deletes Privacy Glass)	92G	$ 120.00		$ -		$ -
A31		Glass - Solar Tint 2nd Row Only (deletes Privacy Glass)	92R	$ 85.00		$ -		$ -
A32	BODY	Roof Rack Side Rails - Black	68Z	$ 155.00		$ -		$ -
A33	WHEELS	18in Painter Aluminum Wheels	64E	$ 475.00		$ -		$ -
A34		Key Alike -1435x	59E	$ 50.00		$ -		$ -

A35	KEY OPTIONS	Key Alike -1284x	59B	$ 50.00		$ -		$ -
A36		Key Alike - 0135x	59D	$ 50.00		$ -		$ -
A37		Key Alike - 0576x	59F	$ 50.00		$ -		$ -
A38		Key Alike - 1111x	59J	$ 50.00		$ -		$ -
A39		Key Alike - 1294x	59C	$ 50.00		$ -		$ -
A40		Key Alike - 0151x	59G	$ 50.00		$ -	2	$ 100.00
A41	VINYL OPTIONS	Two-Tone Vinyl Package #1 Roof and all Doors vinyl	91A	$ 840.00		$ -	1	$ 840.00
A42		Two-Tone Vinyl Package #3: Roof and RH/LH front doors only vinyl.	91C	$ 700.00		$ -		$ -
A43		Vinyl Word Wrap: "POLICE" decal in white lettering located on LH/RH sides of vehicle.	91D	$ 795.00		$ -		$ -
A44		Vinyl Word Wrap: "POLICE" Reflective Black Vinyl	91E	$ 795.00		$ -		$ -
A45		Vinyl Word Wrap: "POLICE" Reflective White Vinyl	91F	$ 795.00		$ -		$ -
A46		Vinyl Word Wrap: "SHERIFF" White Vinyl	91G	$ 795.00		$ -		$ -
A47		Two-Tone Vinyl - Roof Only	91H	$ 490.00		$		$ -
A48		Two-Tone Vinyl - LH/RH Front Doors Only	91J	$ 305.00		$ -		$ -

A49	STD. PAINT OPTIONS (MUST CHOOSE ONE!)	Std. Exterior Color - Medium Brown Metallic	BU	$ -		$ -		$ -
A50		Std. Exterior Color - Arizona Beige Clearcoat	E3	$ -		$ -		$ -
A51		Std. Exterior Color - Smokestone Metallic	HG	$ -		$ -		$ -
A52		Std. Exterior Color - Kodiak Brown Metallic	J1	$ -		$ -		$ -
A53		Std. Exterior Color - Shadow Black	G1	$ -		$ -	1	$ -
A54		Std. Exterior Color - Dark Toreador Red Metallic	JL	$ -		$ -		$ -
A55		Std. Exterior Color - Norsea Blue Metallic	KR	$ -		$ -		$ -
A56		Std. Exterior Color - Dark Blue	LK	$ -		$ -		$ -
A57		Std. Exterior Color - Royal Blue	LM	$ -		$ -		$ -
A58		Std. Exterior Color - Light Blue Metallic	LN	$ -		$ -		$ -
A59		Std. Exterior Color - Silver Grey Metallic	TN	$ -		$ -		$ -
A60		Std. Exterior Color - Sterling Grey Metallic	UJ	$ -		$ -		$ -
A61		Std. Exterior Color - Ingot Silver Metallic	UX	$ -		$ -		$ -
A62		Std. Exterior Color - Medium Titanium Metallic	YG	$ -		$ -	1	$ -
A63		Std. Exterior Color - Oxford White	YZ	$ -		$ -		$ -
		DELETE OPTIONS						
D1	Delete Auxiliary Air Conditioning		-17A	$ (569.00)		$ -		$ -
D2	Delete Full size wheel covers		-65L	$ (57.00)		$ -	2	$ (114.00)
D3	Delete Red/White Dome Lamp (17T) in Cargo Area		-17T	$ (48.00)		$ -		$ -
D4	Delete Tremco Anti-theft system stated in Base Vehicle.		TREMCO	$ (89.00)		$ -		$ -
D5	Delete All non-standard and extra Radio Noise Suppression Equipment and Grounding Packages.		-20P	$ (27.00)		$ -		$ -
		LOCAL GOVERNMENT ONLY OPTIONS						
L1	Local Government Only Option - Police Interceptor 22 – Tail Lamp Lighting Solution		66B	$ 425.00		$ -		$ -
L2	Local Government Only Option - Police Interceptor 23 – Rear Lighting Solution		66C	$ 455.00		$ -		$ -
L3	Local Government Only Option - Police Interceptor 24 – Cargo Wiring Upfit Package		67G	$ 1,340.00		$ -		$ -
L4	Local Government Only Option - Cargo Wiring Upfit Package/ wire Connector Kit		67G/21P	$ 1,470.00		$ -		$ -
	Total Cost for each Base Vehicle plus Mileage & Options				1 ea	#DIV/0!	1 ea	$ 29,486.96
	Column Totals for All Base Vehicle Plus Options				0	$ -	2	$ 58,973.92
	Grand Total of all vehicles ordered on this spreadsheet: $							58,973.92

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

All police lighting options shall be BLUE/BLUE. Add option 67H-"Ready-for-Road" ($3,415.00 ea) Total=$6,830.00

Use this spread sheet to configure your vehicle(s). You will need to use a separate column for each model type you are ordering. Use a separate spreadsheet for each model type ordered if it has different options. Only complete the Yellow cells in the spreadsheet with the Quantity for the base vehicle and each option you want to order. When you are done the actual order needs to be entered through the eVA PUNCHOUT Catalog. CLICK BELOW FOR PUNCH OUT ORDERING GUIDE

$65,803.92

8

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 8

Meeting Date: December 11, 2017

Agenda Item: COUNCIL APPROVAL – Approve an Ordinance to Vacate a Portion of an Alley – 208 W. Duck St – Jerry Bell, Jr. *(2nd Reading)*

Summary: Council is requested to adopt on its second and final reading of an ordinance to conditionally vacate a portion of an alley located behind 208 W. Duck Street to Jerry Bell, Jr., as presented.

Budget/Funding: None

Attachments: Ordinance, Application, Viewing Committee Letter

Meetings: Work Session Closed Meeting held October 10, 2017; Public Hearing held November 27, 2017

Staff Recommendation: Approval ✓ Denial_______

Proposed Motion: **I move that Council adodpt on its second and final reading an Ordinance to conditionally vacate a portion of an alley located behind 208 W. Duck Street to Jerry Bell, Jr., 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: JW

AN ORDINANCE TO CONDITIONALLY VACATE A PORTION OF THE TOWN OF FRONT ROYAL'S RIGHT-OF-WAY FOR AN ALLEY NEAR 208 WEST DUCK STREETIN THE TOWN OF FRONT ROYAL, VIRGINIA.

WHEREAS, the Town Council of the Town of Front Royal, Virginia, has received a request from Jerry Bell, Jr., who resides at 208 West Duck Street in said Town, to conditionally vacate a portion of the Town's unimproved, and unused by the public, alley located on the north side of his lot (**Tax Map # 20A114 11B**, street address 208 West Duck Street, Lot 5A-1 in said Town, as shown on that certain plat titled "Plat of Boundary Line Adjustment for Lot 5A-1, A Portion of Lots 5 and 6 of the Riverton Lots for Richard McCoy", dated September 5, 1991, prepared by Darry G. Merchant, L. L. S., which is of record in the Clerk's Office of the Circuit Court of Warren County, Virginia, in Slide Book 160 at Page H, hereinafter referred to as the "Property"), in said Town, more particularly described as that portion of said alley which is located directly adjacent to and to the north of the Property, the portion to be vacated beginning on the West side of the Property and the boundary line of the parcel identified as **Tax Map # 20 A 114 11,** and terminating on the East side of the Property at the boundary line of the parcel identified as **Tax Map # 10A114 10**, each line of beginning and ending across said alley to be a straight line continuing from the West and East sides, respectively, of the Property across said alley as if the Property originally had been created longer in a north-south direction in the width of the alley, and such that, after said portion of said alley is vacated, the Property will now be directly be bounded to the north by the lot described as **Tax Map # 20A114 11C** , said portion of alley requested to be vacated to hereinafter referred to as "Part of Alley", said Part of Alley being approximately 97.79 feet long in an East-West length and approximately 25 feet wide in a North-South width.

WHEREAS, the said Jerry Bell, Jr., has further requested that the Town to convey the Part of Alley to him.

WHEREAS, the said Town Council and its Staff have investigated said requests and have found that the Part of Alley requested for vacation and conveyance is not used by the Town or its citizens for public rights-of-way, and contains no public Town utility easements or other public improvement; and

WHEREAS, pursuant to the Town's ordinance and standard procedures for said requests, and as required by Sections 15.2-2006, *et seq.*, and 15.2-2100, *et seq.*, of the Code of Virginia, 1950, a required $100.00 application fee has been collected and paid into the Town's General Fund; letters of this proposed vacation have heretofore been sent to property owners who are effected by the proposed vacation and conveyance; the Town Manager and the aforesaid applicant have reached a price for the Part of Alley to be conveyed; and the Town has appointed a Viewer's Committee who have personally reviewed the area to be vacated and conveyed and who have filed a written Report with the Town recommending the vacation and conveyance; and, after conducting a duly advertised Public Hearing on the said vacation and conveyance, Town Council now finds it appropriate and in the best interests of the Town to adopt this Ordinance and to hereby vacate and convey the Part of Alley to the said Jerry Bell, Jr., upon the terms and conditions hereinafter specified.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Town Council of the Town of Front Royal, Virginia, that the following portion of the Town's unimproved, and unused by the public, alley, being the Part of Alley aforesaid, more particularly described as located on the north side of his lot (**Tax Map # 20A114 11B**, street address 208 West Duck Street, Lot 5A-1 in said Town, as shown on that certain plat titled "Plat of Boundary Line Adjustment for Lot 5A-1, A Portion of Lots 5 and 6 of the Riverton Lots for Richard McCoy", dated September 5, 1991, prepared by Darry G. Merchant, L. L. S., which is of record in the Clerk's Office of the Circuit Court of Warren County, Virginia, in Slide Book 160 at Page H, hereinafter referred to as the "Property"), in said Town, more particularly described as that portion of said alley which is located directly adjacent to and to the north of the Property, the portion to be vacated beginning on the West side of the Property and the boundary line of the parcel identified as **Tax Map # 20 A 114 11,** and terminating on the East side of the Property at the boundary line of the parcel identified as **Tax Map # 10A114 10**, each line of beginning and ending across said alley to be a straight line continuing from the West and East sides, respectively, of the Property across said alley as if the Property originally had been created longer in a north-south direction in the width of the alley, and such that, after said portion of said alley is vacated, the Property will now be directly be bounded to the north by the lot described as **Tax Map # 20A114 11C** (hereinafter referred to as "Part of Alley"), said Part of Alley being approximately 97.79 feet long in an East-West length and approximately 25 feet wide in a North-South width.

Are hereby conditionally vacated, on conditions and terms hereinafter described, and when said terms and conditions are satisfied, said Part of Alley will be unconditionally conveyed to the said Jerry Bell, Jr.

AND BE IT, FURTHER, ORDAINED AND ENACTED that this vacation is conditioned upon the said Jerry Bell, Jr. obtaining a plat and survey of the Part of Alley, said plat and survey to be prepared by a licensed Virginia Land Surveyor, said plat of survey to be obtained at the expense of Jerry Bell, Jr., and the recordation thereof at the expense of the Jerry Bell, Jr., and to be filed in the land records of the Circuit Court of Warren County, Virginia; and the Town Manager and Town surveyor shall, if appropriate, sign and thereby approve the aforesaid plat of survey, and that the Town Attorney shall forthwith prepare a good and sufficient Special Warranty Deed for the Part of Alley, to be signed on behalf of the Town Council by the Mayor, with the Town's Official Seal to be thereunto affixed and attested to by the Clerk of Town Council, and with a copy of the said approved plat of survey to be a part thereof, as well as an attested copy of this Ordinance, and that the said Town Attorney shall further, upon receipt of payment in the amount of Two Thousand Five Dollars ($2,500.00), plus the costs to advertise the Public Hearing, deliver the deed for the Part of Alley;

Upon vacation and conveyance of the Part of Alley, the Part of Alley so vacated and conveyed hereby will become an integral part of said Property (Lot 5A-1) for all purposes and shall not be conveyed separately from the Property and shall not be a separate building lot.

AND BE IT, FURTHER, ORDAINED AND ENACTED that, if the aforesaid plat and survey and said sums are not delivered to the Town Attorney within one (1) year from the date of the adoption of this Conditional Ordinance by the said Jerry Bell, Jr., he shall report same to this Council, and this Conditional Ordinance shall be void.

Upon payment of said sum and recordation of said deed and plat and this Conditional Ordinance, the conditions to this Ordinance shall expire, and this Ordinance and conveyance shall thereupon become Unconditional.

This Ordinance shall be effective upon passage.

****
THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on __________________________, 2017, upon the following recorded vote:

APPROVED:

____
Hollis L. Tharpe, Mayor

Town Council Members:

John P. Connolly	_______	Gary Gillispie	_________
Jacob Meza	_______	William A. Sealock	________
Christopher Morrison	______	Eugene R. Tewalt	_________

Attest:

____
Jennifer E. Berry, CMC, Clerk of Council

Approved as to form:

____
Douglas W. Napier, Date
Town Attorney

A public hearing on the above was held on __________, 2017, having been advertised in the Northern Virginia Daily on ______________ and __________________, 2017. The Ordinance was enacted at the regular meeting of the Town Council held ________________, 2017 planning

TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING
Memorandum

To:	Joe Waltz, Interim Town Manager
From:	Jeremy F. Camp, Planning & Zoning Director
Date:	August 10, 2017
Re:	Review Comments – Jerry Bell, Jr. Alley Vacation Request

Applicant: Jerry A. Bell, Jr. (205 W. Duck Street) (703-946-5226)

General Request: Vacation of public right-of-way, that includes the end portion of a 25-foot wide alley.

Location: The applicant's property at 208 W. Duck Street (TM#20A114 11C) is located along the north side of W. Duck street between the intersections with Rugby Street and Forest Hill Drive. The subject alley is located immediately behind 208 W. Duck Street. The property, and adjoining properties, are zoned R-2 District.

Specific Requests: The applicant has requested that the Town vacate the western portion of the alley behind 208 W. Duck Street. The applicant owns TM#20A114 11B, located to the south of the alley. The applicant also owns parcel TM#20A114 11C, located north of the alley. The applicant is making the request because the applicant owns accessory structures that were placed within the alley.

Planning & Zoning Review Comments:

- The alley includes no public improvements.

- The applicant desires the vacation to correct a setback and encroachment issue with accessory buildings located within the alley.

- The applicant claims that the deceased Mr. Bell constructed the buildings many years ago, and the presence of the alley was unknown.

- No record of a zoning permit or building permit is on record for these buildings.

- The only public purpose for the alley would appear to be if there was ever a need to extend Rugby Street (located to the east). However, there are no plans to do this, and the alley is not wide enough to accommodate a future public street.

- A survey is needed and should be completed by the Applicant pursuant to Town Policy.

- Staff would note that the applicant's property to the north is effectively land locked, other than the unimproved 25' alley, and another unimproved public right-of-way along the railroad that is 33' wide. If the applicant's property to the north (parcel 11C) consists of two lots, as illustrated on the surveys, then the applicant should consolidate at least the eastern lot into her house lot.

- Below is a map and list of adjoining properties that should be notified. A mailing list of the mailing addresses for the property owners, as based on the Warren County real estate records, is provided.

<u>Adjacent Property Owners:</u>

Guildfield Baptist Church
230 W. Duck Street
Front Royal, VA 22630

COMM of Virginia Dept. of Highways
260 W. Duck Street
Front Royal, VA 22630

Sandi Tharpe
J/Knave Walters S Sr.
228 W. Duck Street
Front Royal, VA 22630

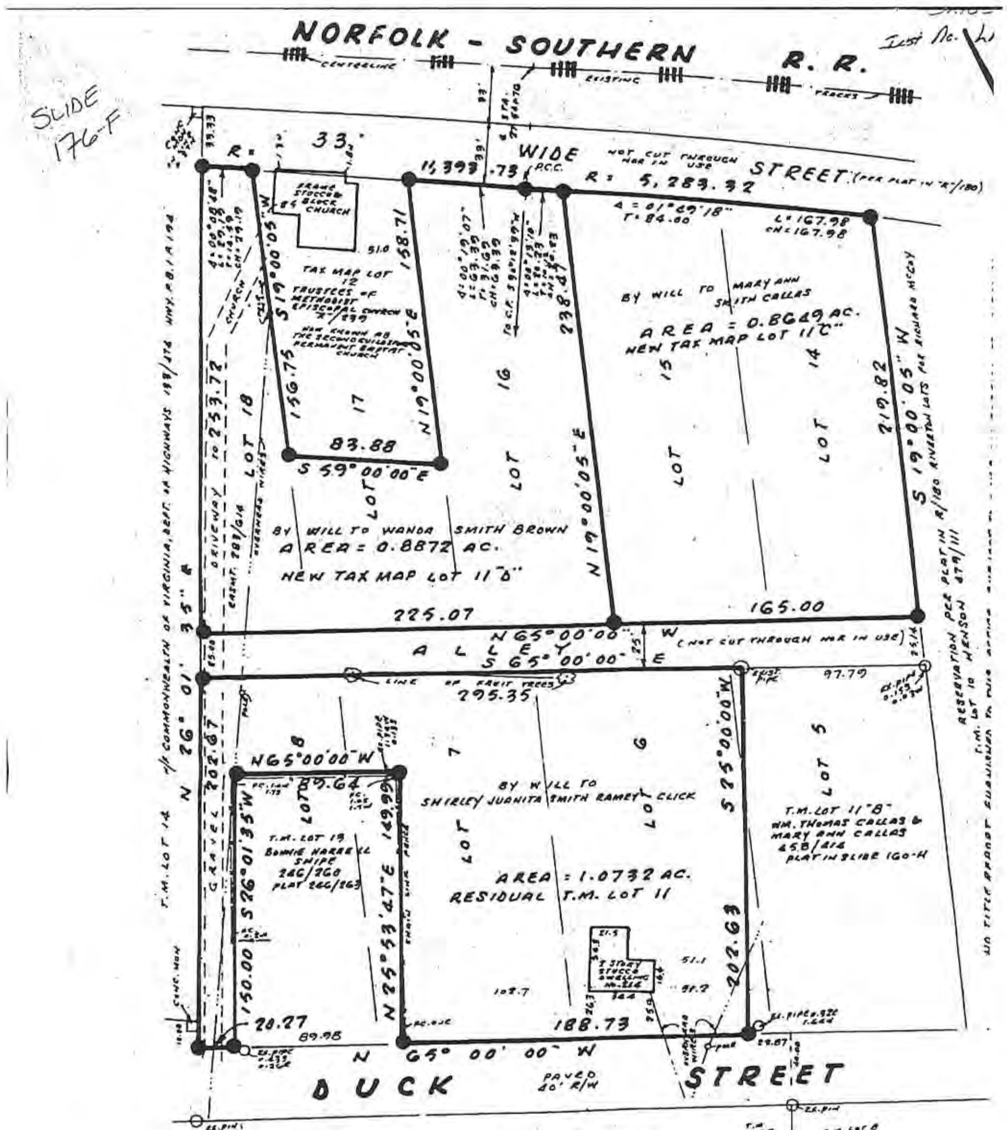
Karl G. Schryer
226 W. Duck Street
Front Royal, VA 22630

Lee Franklin Knight
220 W. Duck Street
Front Royal, VA 22630

Michael W. Peters
214 W. Duck Street
Front Royal, VA 22630

Page K. Henson, Jr.
180 W. Duck Street
Front Royal, VA 22630

Alice M. Henson
180 W. Duck Street
Front Royal, VA 22630



NOTE: NO APPROVAL WAS NECESSARY SINCE THE DIVISION BETWEEN NEW TAX MAP LOTS 11"C & 11"D" WERE ALONG EXISTING LOT LINES OF THE PLAT OF RIVERTON LOTS FOR RICHARD McCOY OF RECORD IN "R"/180. THE RESIDUAL OF TAX MAP LOT 11 IS ALL THE LAND LEFT FROM THE NORTH SIDE OF DUCK ST. TO THE SOUTH SIDE OF THE ALLEY. (NO WIDTH WAS GIVEN ON THE PLAT IN "R"/180 FOR THE ALLEY, IT WAS HELD AS 25' WIDE.)

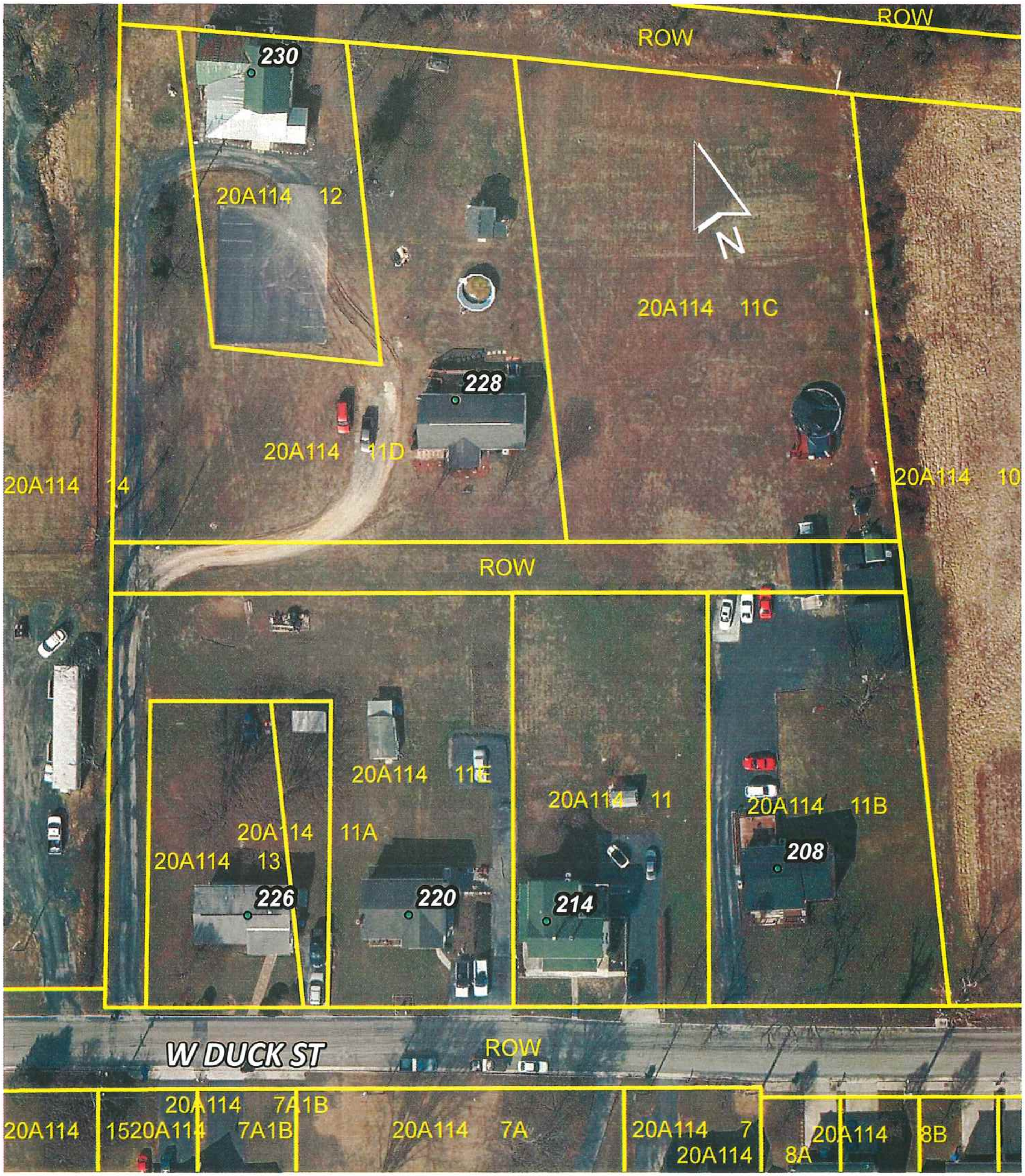
SURVEY & DIVISION OF THE ESTATE OF
DORA ELLEN THARPE SMITH
WILL RECORDED IN INST. #970040
NORTH RIVER MAGISTERIAL DISTRICT

TOWN OF FRONT ROYAL, VA.

prepared by
JOSEPH G. BROGAN, SR.
PROFESSIONAL LAND SURVEYOR
P.O. BOX 1578, FRONT ROYAL, VA. 22630
540-635-5657

APRIL 1, 1997

COMMONWEALTH OF ... JOSEPH G. BROGAN CERTIFICATE 1011 CERTIFIED LAND ...



AUGUST 2017

Legend

Property Lines

0 37.5 75 150 Feet

D.G.Merchant, Cartographer

AERIAL MAP

W. DUCK STREET

TOWN OF FRONT ROYAL, VIRGINIA

To: Front Royal Town Council
From: Viewing Committee
RE: Vacation of Right-of-Way Request – Jerry Bell, Jr.
Date: October 3, 2017

The Town of Front Royal has received an "Application for Vacation of Streets and Alleys", dated 7/24/17 from Jerry Bell, Jr., 208 W. Duck Street, Front Royal, Virginia 22630 seeking the vacation of an alley (approximately 97.79' x 25') located behind his residence at 208 W. Duck Street.

The alley contains no public improvements.

No adjacent property owners have objected to the vacation.

In our opinion, vacation of this alley would pose no harm to the adjacent property owners. Accordingly, we recommend approval of this request.

Ronald W. Crawford
Mr. Ronald W. Crawford

Staige F. Miller
Mr. Staige F. Miller, Jr.

Robert R. North
Mr. Robert R. North

APPLICATION FOR VACATION OF STREETS AND ALLEYS

(Please see the attached Procedures before submitting the Application)

NAME Jerry Bell Jr.

ADDRESS 208 West Duck St. PHONE 703-946-5226

Reason for vacation request: to consolidate our two properties

Please specify the portion of the street or alley to be vacated * the alley directly attached to lot # 11B & 11C (97.79 ft.)

List all names and addresses of adjacent property owners:

Jeanie Tharpe - 228 W. Duck St.

[signature] - 214 West Duck St Michael Peters

*This application must be accompanied by a copy of a plat showing the dedicated street/alley to be vacated.

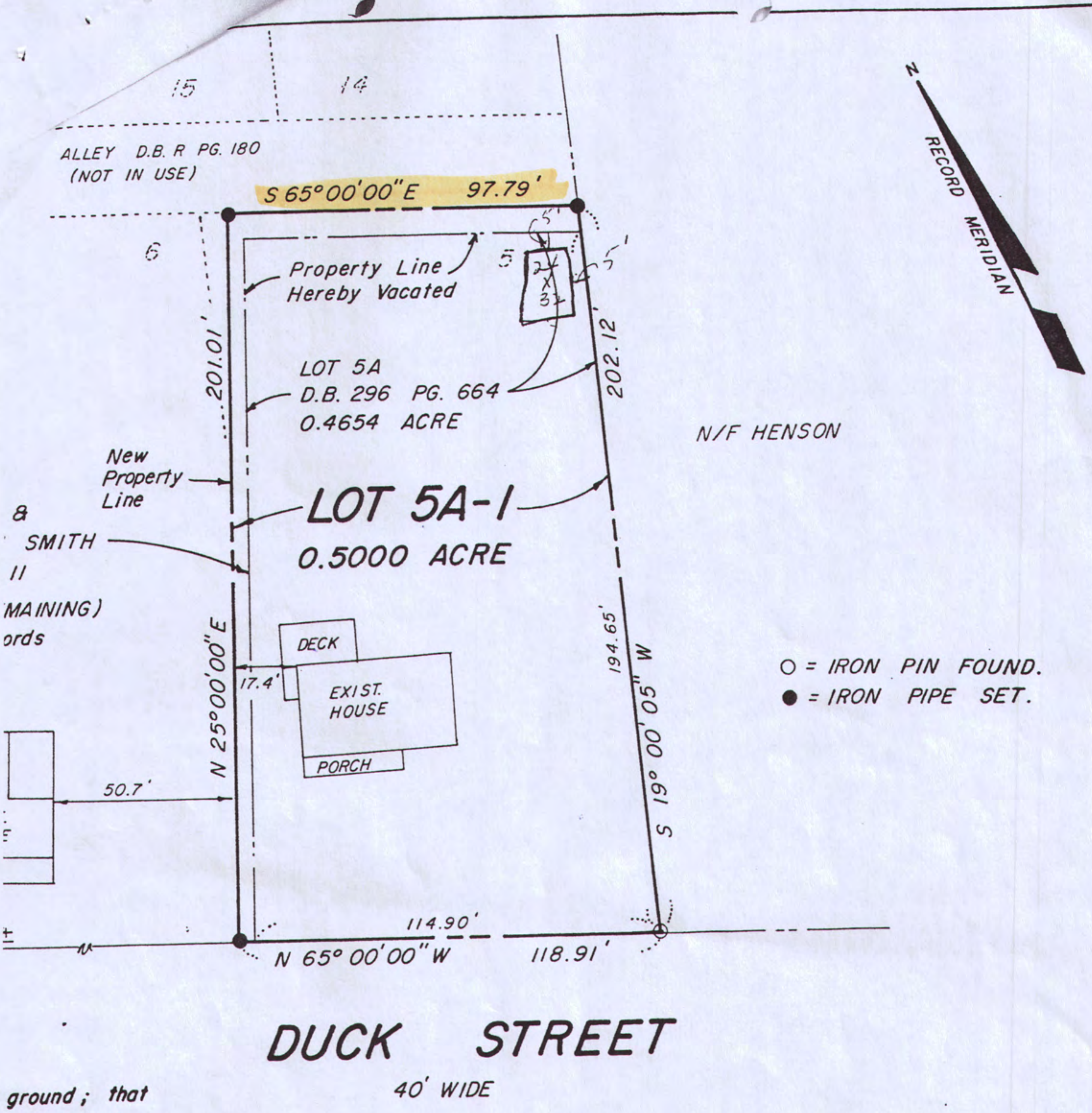
I have read, understand and will comply with all the specified regulations set forth in Vacation of Streets and Alley Procedures.

Signed [signature]

Date 7/24/17

Return to: Town Manager
P.O. Box 1560
Front Royal, Virginia 22630

pd. 100.00 cash
8/1/17



ground; that
and belief;

PLAT OF BOUNDARY LINE ADJUSTMENT

LOT 5A-1

A PORTION OF LOTS 5 AND 6 OF THE RIVERTON LOTS FOR RICHARD McCOY

TOWN OF FRONT ROYAL
WARREN COUNTY, VIRGINIA

DATE: 5 SEPTEMBER 1991 SCALE: 1" = 40'

DWG. NO. BM-77

(ht warrencountyva.net/)

JERRY
703-613-3532
JERYABELL@GMAIL.COM

99-3146


2015
230
228
DO_N17_5062_32NE
226
220
214
208
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W DUCK ST
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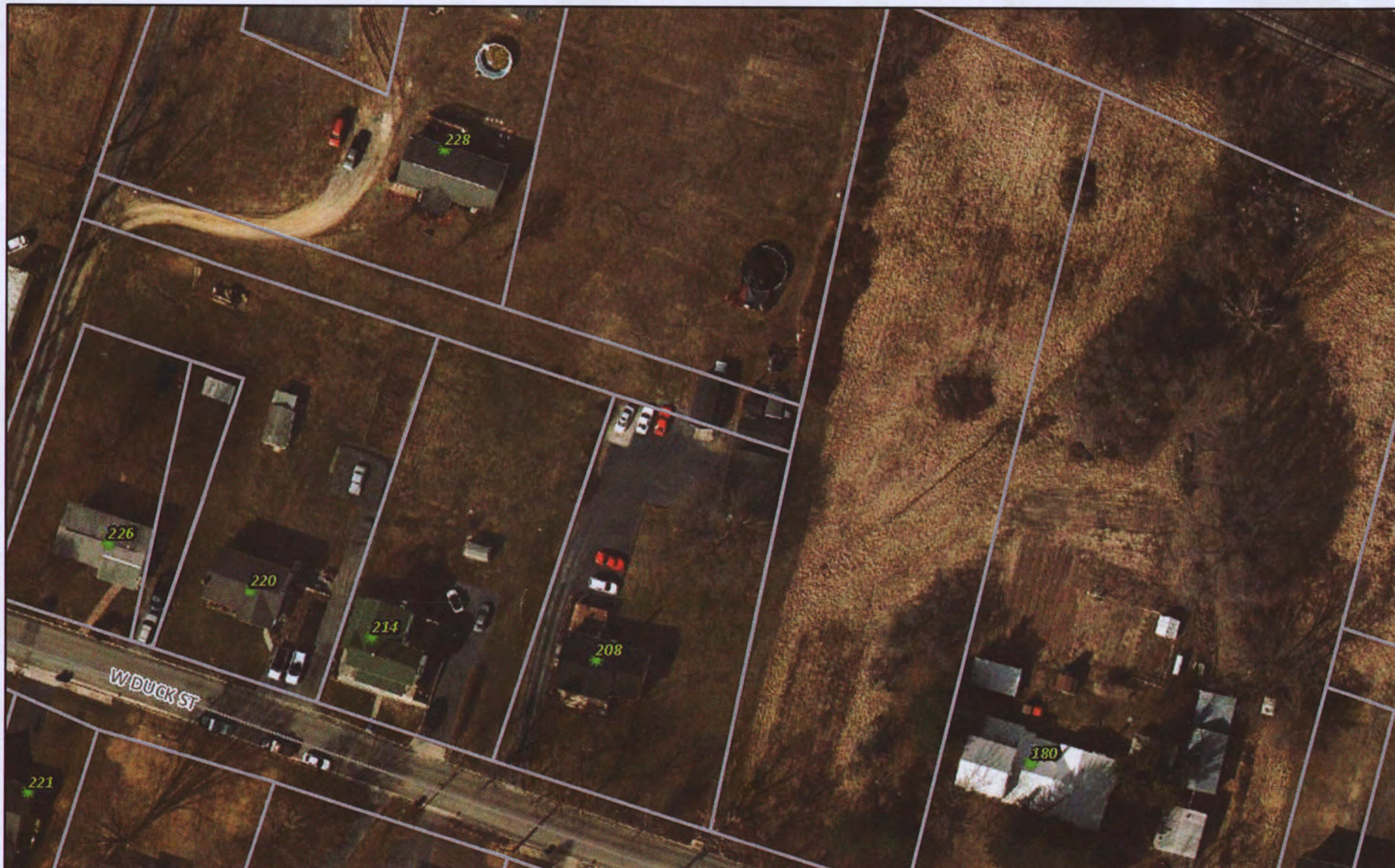

June 22, 2017

1:1,128

0 50 100 200 ft

0 15 30 60 m

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

9

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 9

Meeting Date: December 11, 2017

Agenda Item: COUNCIL APPROVAL – Ordinance Amendment to Chapter 138 *"Solicitors, Peddlers, Itinerant Merchants"* Pertaining to the Application Process *(2nd Reading)*

Summary: Council is requested to adopt on its second and final reading an ordinance to amend Chapter 139 "Solicitors, Peddlers, Itinerant Merchants" to streamline the application process and satisfy the Town customer service goals. Since Council reviewed the proposed amendments at their November 6, 2017 Work Session staff learned that food trucks (itinerant merchants and peddlers) are not allowed to operate at the hospital because it is located within the R-3 Zoning District. In light of appearing more business friendly for food trucks staff is suggesting adding "hospital" as a place of sale under Town Code 138-8 (138-9 in draft amendment; highlighted in green on page 8). Other amendments noted as presented.

Budget/Funding: None

Attachments: Ordinance

Meetings: Work Session held November 6, 2017; Public Hearing held November 27, 2017

Staff Recommendation: Approval ✓ Denial_______

Proposed Motion: **I move that Council adopt on its second and final reading an ordinance to amend Chapter 139 "Solicitors, Peddlers, Itinerant Merchants", 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: JW

AN ORDINANCE TO AMEND FRONT ROYAL TOWN CODE CHAPTER 138 PERTAINING TO PEDDLERS, SOLICITORS AND ITINERANT MERCHANTS

WHEREAS, Chapter 138 was amended in its entirety March 14, 2016 to not only expand the use of food trucks but specifically define and regulate the sales of Peddlers, Solicitors and Itinerant Merchants; and

WHEREAS, since March 2016 Town Staff has encountered issues with the permitting process that interferes with streamlining permits to satisfy the Town's customer service goals; and,

NOW THEREFORE, BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia, that Chapter 138 of the Front Royal Town Code is hereby amended as follows and is effective January 1, 2018:

Chapter 138

PEDDLERS, SOLICITORS AND ITINERANT MERCHANTS

138-1 PERMIT REQUIRED

To promote the safety of residents, it shall be unlawful for any person to engage in the business of a **Peddler, Itinerant Merchant, or Commercial Solicitor** ~~peddling, itinerant merchandising, or soliciting~~ as defined in this Chapter, within the limits of Front Royal, Virginia, without first obtaining a permit as provided herein. Issuance of a permit does not relieve an individual from obtaining a business license (Town Code Chapter 98) from the Town's Finance Department prior to engaging in operation **of** ~~in the~~ business. ~~of peddling, itinerant merchandising, or soliciting.~~

138-2 DEFINITIONS

ITINERANT MERCHANT - One who offers merchandise, goods, food or services for sale or barter from a stationary but temporary site within the Town.

PEDDLER - One who moves from place to place within the Town and offers merchandise, goods, food or services for sale or barter at no definite place of business.

STREET; ROAD - A public thoroughfare, except an alley, driveway or parking area, which affords vehicular traffic circulation and principal means of access to abutting property.

TOWN- Front Royal, Virginia.

TOWN MANAGER - The Town Manager of Front Royal, Virginia or their designated agent.

SOLICITOR (Commercial ~~Solicitor~~) - Any person, whether a principal, agent, or salesman, who engages in transient business by going from residence to residence for the purpose of taking orders or offering to take orders for the sale of goods, wares, or merchandise or taking orders for services to be performed in the future. A commercial solicitor shall not carry goods, ware, or merchandise except for display purposes only, and shall not sell items directly.

VEHICLE- Every device in, upon or by which any person or property is or may be transported or drawn including any wheeled conveyance.

138-3 PERMIT APPLICATION

A. Applicants ~~for permits~~ under this Chapter must file with the **Town's Planning and Zoning Department** ~~Town Manager~~ a sworn application ~~in writing on a form~~ to be furnished by the Town. ~~which shall give the following information:~~

1. ~~Name, date of birth, social security number (optional), contact phone number, address and email address.~~

2. ~~Address.~~

3. ~~A brief description of the nature of the business and the goods to be sold.~~

4. ~~Driver's License Number or State ID Number. (Additional information required for non-exempt applications)~~

~~5. If employed, the name and address of the employer, federal employment identification number (optional), together with a written employment contract or other written document from the employer establishing the exact relationship.~~

~~6. The location and the length of time during the current year when the peddling or itinerant merchandising will take place in the Town.~~

~~7. Name and address of Virginia registered agent, if there is a registered agent for the business.~~

~~8. If a vehicle is to be used, a description of the same, together with the license number or other means of identification.~~

~~9. Proof of Virginia retail sales tax registration and the retail sales tax number issued, if applicable.~~

~~10. Proof of approval by the Virginia Department of Health for sale of food products.~~

~~11. The finger and thumb prints of the applicant shall be taken at the time of application, will apply only to solicitors.~~

~~12. The names and contact phone numbers of at least two (2) persons who will certify as to the applicant's good character and business responsibility, or in lieu of the names of references, any other available evidence as to the good character and business responsibility of the~~

~~applicant as will enable an investigator to promptly evaluate such character and business responsibility.~~

~~13 A statement as to whether or not the applicant has been convicted of any crime, misdemeanor or violation, the nature of the offense and the penalty affixed therefor.~~

~~13. The application shall provide a two (2) recent front facing passport size photographs which accurately depicts the applicant's appearance at the time of application.~~

B. At the time of filing of the application for permit, a fee of twenty dollars ($20.00) shall be paid ~~to the Town Manager~~, to cover the cost of investigation and processing ~~of~~ the application. There shall be no fee **for those who are deemed exempt as defined in 138-4.** ~~an exemption application.~~

C. At the time of filing, the applicant ~~application~~ shall provide a ~~two (2) recent~~ front facing passport size photograph which accurately depicts the applicant's appearance at the time of application.

D. A background check will be performed on all applicants for Commercial Solicitor's permits by local law enforcement.

E. All **Peddlers and** Itinerant Merchants **applicants** shall obtain approval from the **Town's** Department of Planning and Zoning prior to selling from private property. Approval shall be based upon submittal of a plat, site plan, or sketch plan identifying the location of the property on which the activity is to be conducted and showing the location of the structure from which the sale or exchange activity will occur, the area under the control of such person, parking spaces and provisions for well-defined vehicular entrances and exits. ~~Such application shall state the name, address and telephone number of the person or persons conducting the activity, the days and hours of operation, and shall include evidence of the property owner's permission to use the property, as required above, as well as a copy of the approved plat or site plan.~~ ~~A copy of the permit issued by the Town Manager or the designee as well as a copy of the approved plat, site plan, or sketch plan and the written permission of the property owner shall be kept at the site of the activity.~~

138-~~3.1~~ 4 QUALIFYING FOR AN EXEMPTION ~~FROM PERMIT REQUIREMENTS~~

A. The following shall be exempt from the permit application fee ~~requirements~~ but shall be required to **submit a permit application** and comply with ~~Sections 7, 8, 9, and 10 of~~ this Chapter:

1. ~~Persons selling fresh farm products or family supplies in accordance with Virginia Code Section 58.1-3717;~~ Persons selling farm or domestic products or nursery products, ornamental or otherwise, or for the planting of nursery products, as an incident to the sale thereof, outside of the regular market houses and sheds of the Town, provided such products are grown or produced by the person offering them for sale; and peddlers at wholesale or to those who sell or offer for sale in person or by their employees, ice, wood, charcoal, meats, milk, butter, eggs, poultry, game, vegetables, fruits or other family supplies of a

perishable nature or farm products grown or produced by them and not purchased by them for sale. A dairyman who uses upon the streets of the Town in one or more vehicles may sell and deliver from his vehicles, milk, butter, cream and eggs in Town without procuring a peddler's license.

2. Persons selling newspapers;

3. Persons selling for wholesale concerns who only solicit orders from or sell to retail dealers in Front Royal for resale or other commercial purposes or to manufacturers for manufacturing or other commercial purposes;

4. Wholesalers soliciting orders or selling to others for retail, resale, or upon manufacturers for manufacturing and selling at wholesale at place of manufacture;

5. Children of or under the age of 16, except when they are acting as agents of adults covered by this article;

6. Delivery of food or merchandise ordered by phone, internet, or mail from a fixed place of business issued a business license for operation;

7. Merchants selling food and merchandise during a Special Event that has been issued permit by the Town; and

8. Tax exempt civic, charitable, government or educational organizations. ~~receiving a waiver of this Chapter by the Town Manager.~~

B. All persons qualifying for exemptions from this Section must present proof of such qualification ~~to the Town Manager~~ upon completion of application ~~and be granted exemption from the permit requirements of this Chapter as provided in Section 138-3.1.~~

~~138-3.2 APPLICATION FOR PERMIT OR EXEMPTION~~

~~A. Applicants for permits under this Chapter must file with the Town Manager a sworn application in writing on a form to be furnished by the Town, which shall give the following information:~~

~~14 Name, date of birth, social security number (optional), contact phone number, and email address.~~

~~15 Address.~~

~~16 A brief description of the nature of the business and the goods to be sold.~~

~~17 Driver's License Number or State ID Number. (Additional information required for non-exempt applications)~~

~~5. If employed, the name and address of the employer, federal employment identification number (optional), together with a written employment contract or other written document from the employer establishing the exact relationship.~~

6. ~~The location and the length of time during the current year when the peddling or itinerant merchandising will take place in the Town.~~

7. ~~Name and address of Virginia registered agent, if there is a registered agent for the business.~~

8. ~~If a vehicle is to be used, a description of the same, together with the license number or other means of identification.~~

9. ~~Proof of Virginia retail sales tax registration and the retail sales tax number issued, if applicable.~~

10. ~~Proof of approval by the Virginia Department of Health for sale of food products.~~

11. ~~The finger and thumb prints of the applicant shall be taken at the time of application, will apply only to solicitors.~~

1. ~~The names and contact phone numbers of at least two (2) persons who will certify as to the applicant's good character and business responsibility, or in lieu of the names of references, any other available evidence as to the good character and business responsibility of the applicant as will enable an investigator to promptly evaluate such character and business responsibility.~~
2. ~~A statement as to whether or not the applicant has been convicted of any crime, misdemeanor or violation, the nature of the offense and the penalty affixed therefor.~~

12. ~~The application shall provide two (2) recent front facing passport size photographs which accurately depict the applicant's appearance at the time of application.~~

~~B. At the time of filing of the application for permit, a fee of twenty dollars ($20.00) shall be paid to the Town Manager, to cover the cost of investigation and processing of the application.~~ There shall be no fee for an exemption application.

138-~~4~~ 5 ~~INVESTIGATION AND~~ ISSUANCE OF PERMITS

Upon receipt of ~~such~~ **completed** application **and required background check,** ~~the original shall be referred to the Town Manager, who shall make an investigation of the applicant's business responsibility and character.~~ the Town Manager **or his designee** shall endorse on the application their approval, execute a permit addressed to the applicant for the carrying on of the business applied for **and submit executed permit to the Town's Finance Department for payment of business license tax as defined in Chapter 98 of the Town Code.** ~~and deliver to the applicant their permit.~~ ~~Such permit shall contain the signature of the issuing officer and shall show the name, address and photograph of said applicant, the kind of goods to be sold thereunder, the date of issuance and the length of time the same shall be operative, as well as the permit number and other identifying description of any vehicle used in such peddling or itinerant merchandising. The Finance Department Town Manager shall keep a permanent record of all permits issued.~~

~~A.Unless the Town Manager determines otherwise After completion of an investigation, the Town Manager will issue the applicant a~~ **P**ermit**s** shall be **approved or denied** ~~issued~~ within ~~thirty (30)~~ **ten (10) business** days following the date of the filing of the application.

~~B.After investigation and finding that the health, safety, and welfare of the public so demands, the Town Manager may refuse to issue a permit to an applicant for reasons including, but not limited to, the following:~~

1. ~~Conviction of any felony or crime of moral turpitude (including, by way of illustration and not limitation, crimes of sexual misconduct and distribution of controlled substances or paraphernalia) within the five (5) years immediately preceding the date of filing of the application.~~
2. ~~Fraud, misrepresentation or intentional false statement of material or relevant facts contained in the application.~~
3. ~~Lack of necessary permits or licenses to conduct the business proposed to be conducted.~~

~~C. The Town Manager shall endorse on the application their approval, execute a permit addressed to the applicant for the carrying on of the business applied for and deliver to the applicant their permit. Such permit shall contain the signature of the issuing officer and shall show the name, address and photograph of said applicant, the kind of goods to be sold thereunder, the date of issuance and the length of time the same shall be operative, as well as the permit number and other identifying description of any vehicle used in such peddling or itinerant merchandising. The Finance Department Town Manager shall keep a permanent record of all permits issued.~~

~~D.In determining whether the applicant's character and business responsibility is satisfactory, the Town Manager, or their designated agent, shall consider evidence revealed by the investigation which shows honesty, reliability, and knowledge of the business to be engaged in. A permit shall be denied or revoked if the applicant is shown to be guilty of moral turpitude. In the event the results of the initial investigation are unclear as to the nature of the applicant's character and business responsibility, an additional investigation of the applicant shall be made.~~

138-~~5~~ 6 TRANSFER

No permit or ~~exemption letter~~ issued under the provisions of this Chapter shall be used by any person other than the one to whom it was issued.

138-~~6~~ 7 RENEWAL

All permits issued under the provisions of this Chapter shall be valid ~~from the date issued and shall expire on December 31 of the year of issuance regardless of the date issued. The holder of any permit may seek renewal thereof upon the filing of a written renewal application. The renewal application shall reflect any information changed from the previous year's application and it shall be approved upon verification by the Town Manager that the applicant for renewal has complied with the laws of the Commonwealth.~~ **for the calendar year they are issued, beginning from the date of issuance, and expiring on December 31 of each calendar year. Permits shall be renewed for subsequent calendar years, without the requirement for a new permit application, if the applicant files to renew their business license with the Department of**

Finance by March 1 of the calendar year, and submits written verification that there are no changes from the previous year's application. A new permit application shall be required if there are changes from the previous year's application, or if the filing of a renewal occurs after March 1 of the calendar year.

138-~~7~~ 8 ~~PEDDLING AND ITINERANT MERCHANDISING~~ RESTRICTIONS

No Peddler, **Commercial Solicitor** or Itinerant Merchant shall have any exclusive right to any location on public property, nor shall he or she:

A. be permitted a stationary location on any public sidewalk or street;

B. display any sign on a street, sidewalk, or other public place visible to vehicular traffic, except for signs that are actually imprinted on the exterior body of a licensed motor vehicle;

C. make any sale or delivery to any person while such person is located in the **street, as defined in 138-2**~~roadway~~;

D. make any sale, offer or delivery to any driver or passenger in a motor vehicle while the motor vehicle is stopped at a red light or while in a moving traffic lane;

E. conduct business from any street or center median strip of any street;

F. restrict access to any legally parked vehicle;

G. operate in any other way that would restrict the flow of pedestrian or vehicular traffic;

H. conduct any business on any private or public property, street, or sidewalk between the hours of 10:00 pm and 6:00 am except if operating through a Special Events Permit issued by the Town

I. leave ~~a~~ vehicles **and/or equipment** overnight at the approved location. All **vehicles and** equipment must be removed from the site by the end of the business day, **unless prior approval from the property owner has been received and submitted to the Town Manager or his designee for verification, excluding those permitted at the Flea Market as specified in Chapter 98-46.**

J. leave any cart or table unattended on any public property, street, or sidewalk;

K. shall provide receptacles for the disposal of waste materials or other litter created in the immediate area of any stationary location from which sales, offers of sales or deliveries are taking place, and they shall request customers to place all waste and litter in the receptacles and they shall remove and dispose of the waste materials and litter.

138-~~8~~ 9 PLACE OF SALE – PEDDLER AND ITINERANT MERCHANTS

A. All Peddlers and Itinerant Merchants may only be located at a hospital, locations approved by Special Event Permit, or in the areas designated by the Town's Zoning Map as C-1, Community Business District, C-2, Downtown Business District, or the Mixed-Use Campus District, **~~unless approved by Special Event Permit~~**.

B. It shall be unlawful for any **Peddler or** Itinerant Merchants to occupy or partially occupy while selling, or sell from, the private property of another without written permission of the private property owner.

C. ~~All itinerant merchants shall obtain approval from the Department of Planning & Zoning prior to selling from private property. Approval shall be based upon submittal of a plat, site plan, or sketch plan identifying the location of the property on which the activity is to be conducted and showing the location of the structure from which the sale or exchange activity will occur, the area under the control of such person, parking spaces and provisions for well-defined vehicular entrances and exits. Such application shall state the name, address and telephone number of the person or persons conducting the activity, the days and hours of operation, and shall include evidence of the property owner's permission to use the property, as required above, as well as a copy of the approved plat or site plan. A copy of the permit issued by the Town Manager or the designee as well as a copy of the approved plat, site plan, or sketch plan and the written permission of the property owner shall be kept at the site of the activity.~~

138-~~9~~ 10 ~~RESIDENCE~~ DOOR-TO-DOOR SALES ~~HOURS~~ COMMERCIAL SOLICITORS ~~(COMMERCIAL)~~

Door-to-door sales shall only take place between the hours of 9:00 a.m. and 8:00 p.m.

Regardless of whether or not a permit and business license has been issued, no person shall enter in or upon any house, building or private property of any type without the prior express consent of the owner or occupant thereof, where there is placed or posted on the premises in a conspicuous position at or near the usual means of ingress a sign or other form of notice stating or indicating that the owner or occupant thereof forbids or otherwise does not desire persons in solicitation or selling to enter upon the premises.

138-~~10~~ 11 EXHIBITION OF PERMIT/BUSINESS LICENSE ~~OR EXEMPTION LETTER~~

Peddlers, ~~or~~ Itinerant Merchants **and Commercial Solicitors** are required to conspicuously display their permit**/business license** at their vehicles or temporary stands or if they have none, to exhibit their permit**/business license** ~~or exemption letter~~ upon request.

138-~~11~~ 12 RECORDS

The **Town's Finance Department** ~~Town Manager~~ shall maintain a record for each permit **and business license issued,** and record the reports of violation thereon.

138-~~12~~ 13 REVOCATION OF PERMIT

A. Permits issued under the provision of this Chapter may be revoked by the Town Manager after notice and hearing for any of the following causes:

1. ~~Fraud, misrepresentation or intentional false statement contained in the application for permit.~~ Fraud, misrepresentation or intentional false statement of material or relevant facts contained in the application.

2. ~~Conviction of any felony or crime of moral turpitude (including, by way of illustration and not limitation, crimes of sexual misconduct and distribution of controlled substances or paraphernalia).~~ Conviction of any felony or crime of moral turpitude (including, by way of illustration and not limitation, crimes of sexual misconduct and distribution of controlled substances or paraphernalia) within the five (5) years immediately preceding the date of filing of the application.

3. Conviction of any crime involving fraud in the conduct of his or her business.

4. Permit holder ~~operates their peddling or itinerant merchandising that~~ creates a public safety hazard as identified by Fire Marshal, Chief of Police, or their designee **or any authoritative body that has legal regulatory oversight over ~~warrants~~ public safety.**

5. Any violation of this Chapter ~~or Chapter 110 of the Front Royal Code.~~

B. Notice of the hearing for revocation of a permit shall be given in writing, setting forth specifically the grounds of the revocation and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the permit holder at their last known address at least five (5) days prior to the date set for hearing. Failure to appear for a hearing does not preclude permit revocation.

~~After investigation and finding that the health, safety, and welfare of the public so demands, the Town Manager may refuse to issue a permit to an applicant for reasons including, but not limited to, the following:~~

~~1. Conviction of any felony or crime of moral turpitude (including, by way of illustration and not limitation, crimes of sexual misconduct and distribution of controlled substances or paraphernalia) within the five (5) years immediately preceding the date of filing of the application.~~

~~2. Fraud, misrepresentation or intentional false statement of material or relevant facts contained in the application.~~

~~3. Lack of necessary permits or licenses to conduct the business proposed to be conducted.~~

138-~~13~~ 14 APPEAL OF DENIAL OR REVOCATION OF PERMIT

A. Any person aggrieved by the action of the Town Manager, or the designated agent, in the denial of an application for a permit or in the decision with reference to the revocation of a permit shall have the right of appeal. Such appeal shall be taken by filing with the Clerk of the Town Council within ten (10) days after the notice of action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds of appeal.

B. The Clerk of the Town Council shall notify the Town Manager of the filing of an appeal.

C. Upon filing an appeal, the party aggrieved shall be entitled to a hearing by the Town Council. The time and place of the hearing shall be scheduled by the Clerk of Council at any time after the filing of an appeal upon notice by the Clerk of Council mailed to the party to the action at the address required to be stated by the appellant at the time of the filing of the appeal. Such appeals may be continued by the Town Council.

D. The party shall have the right to present their case in person or by counsel licensed to practice law in the Commonwealth of Virginia.

E. The Town Council shall consider the case record as well as statements offered by an interested party and shall determine whether the Town Manager abused their discretion under the rules and standards set forth in this Chapter. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence in civil actions.

138-~~14~~ 15 LICENSE TAX

The License Tax for activities defined in this Chapter shall be provided in the following Chapters:

A. Peddlers & Itinerant Merchants – Chapter 98-61

B. Commercial Solicitors – Chapter 98-45

138-~~15~~ 16 PENALTY FOR VIOLATION OF CHAPTER

Any person violating any provision of this Chapter or shall be guilty of a Class 1 Misdemeanor with penalties specified in Town Code Chapter 1-15.

138-~~16~~ 17 SEVERANCE CLAUSE

The provisions of this Chapter are hereby declared to be severable, and if any section, sentence, clause or phrase of this Chapter shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses or phrases of this Chapter, but they shall remain in effect, it being the legislative intent that this Chapter shall stand, notwithstanding the invalidity of any part.

This ordinance shall become effective upon passage.

APPROVED:

____
Hollis L. Tharpe, Mayor

ATTEST:

____
Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted ____________________2017, upon the following recorded vote:

Eugene R. Tewalt	Yes/No	Jacob L. Meza	Yes/No
William A. Sealock	Yes/No	Christopher S. Morrison	Yes/No
John P. Connolly	Yes/No	Gary Gillispie	Yes/No

A public hearing on the above was held on ___________________________________, 2017, having been advertised in the Northern Virginia Daily on __________________________, 2017, and _________________________, 2017. The Ordinance was enacted at the Regular Meeting of the Town Council held _________________________2017, to become effective immediately.

Approved as to form and legality:

____
Douglas W. Napier, Town Attorney

Date: ____/____/_____

10

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 10

Meeting Date: December 11, 2017

Agenda Item: COUNCIL APPROVAL – Budget Amendment –Outstanding Purchase Orders *(2nd Reading)*

Summary:

Council is requested to adopt on its second and final reading an amendment to the FY2018 Budget concerning a list of outstanding purchase orders that the Finance Department has compiled totaling $17,939,093.36 based on the final audit results that need to be carried forward to the FY20-18 budget cycle to complete unfinished projects.

Budget/Funding: Funding will be offset from the appropriate fund balance reserves for each fund indicated, the revenue for these projects have been connected in the previous budget cycle.

General Fund	$ 518,544.07
Special Projects	524,435.78
Electric Fund	962,321.21
Sewer Fund	10,532,847.61
Water Fund	3,801,208.58
Solid Waste Fund	51,184.28
Street Fund	1,548,551.83
TOTAL	$17,939,093.36

Attachments: List of Funds

Meetings: Work Session held November 6, 2017; Public Hearing held November 27, 2017

Staff Recommendation: Approval ✓ Denial____

Proposed Motion: **I move that Council adopt on its second and final reading an amendment to the FY2018 Budget concerning a list of outstanding purchase orders that the Finance Department has compiled totaling $17,939,093.36 that need to be carried forward to the FY20-18 budget cycle to complete unfinished projects.**

*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: JW

	PO#	Account#	Vendor	Amount	Year Reserved	Description
Projects	28340	9130 - R47982	LOCAL CONNECTOR ROAD	$ 365,681.39	FY15	WEST MAIN CONNECTOR ROAD
	28341	9130 - R47013	FACILITY STUDY	$ 158,754.39	FY15	POLICE HQ
				$ 524,435.78		
Council	28237	1101 - R43002	COMMUNITY DEVELOPMENT	$ 87,646.96	FY15	ON GOING PROJECT
	28462	1101 - R43002	LORD FAIRFAX SMALL BUSIN	$ 13,000.00	FY16	CONTRACT RENEWAL
	28936	1101 - R43002	HUMANE SOCIETY OF WARREN	$ 1,159.00	FY17	CONTRIBUTION FOR USE OF 2 TROLLEY
	28953	1101 - R43002	FELICIA HART/COMMUNITY DEVELOPMENT	$ 6,765.42	FY17	COMMUNITY DEVELOPMENT SERVICES
	29034	1101 - R43002	MILLIMAN, INC.	$ 7,000.00	FY17	ACTURIAL REPORTS FOR OPEB
				$ 115,571.38		
Town Manager	28990	1201 - R45412	OFFICEFURNITURE.COM, LLC	$ 1,811.00	FY17	FURNITURE FOR THE TOWN MA
	29065	1201 - R45428	SWANK MOTION PICTURES	$ 1,304.75	FY17	GAZEBO MOVIE FLICKS
				$ 3,115.75		
HR	28915	1202 - R43002	PAYPOINT HR, LLC	$ 12,000.00	FY17	COMPENSATION AND CLASSIFICATION STUDY
	29033	1202 - R45504	INTERNATIONAL PUBLIC MAN	$ 2,520.00	FY17	TRAINING FEES
	29037	1202 - R43023	SITEHAWK	$ 1,400.00	FY17	ON-LINE MSDS MANAGEMENT
	29038	1202 - R42013	CAPELLA UNIVERSITY INC	$ 1,200.00	FY17	TUITION ASSISTANCE - 4 CL
				$ 17,120.00		
Fleet Maintenance	29054	1203 - R47003	BEARCOM	$ 31,113.34	FY17	GPS SYSTEM FOR RADIOS
	29055	1203 - R47009	BAUGHAN & BAUKHAGES, PLL	$ 93,890.00	FY17	ARCHITECTURAL SERVICES FO
	29057	1203 - R47001	MAC TOOLS	$ 35,000.00	FY17	FRONT END ALIGNMENT MACHI
	29058	1203 - R45412	W W GRAINGER INC	$ 2,800.00	FY17	ASSORTED OFFICE FURNITURE
				$ 162,803.34		
I/T	28338	1204 - R47007	SUNGARD PUBLIC SECTOR PE	$ 4,273.30	FY15	FINANCIAL SERVER UPGRADE
	28540	1204 - R47007	SYNTAX COMMUNICATIONS,	$ 415.00	FY16	NETWORKING & INFRASTRUCTURE
	28654	1204 - R43005	SHI CORP.	$ 10,000.00	FY16	CITRIX XENDESKTOP ENTERPR
	28658	1204 - R43005	SHI CORP.	$ 10,000.00	FY16	DELL EXTENDED WARRANT
	28705	1204 - R43005	SHAREFILE	$ 2,160.00	FY17	SHAREFILE BASE PLAN 20 EMPLOYEES
	28717	1204 - R43005	RICOH USA, INC.	$ 3,463.62	FY17	RICOH MP5002SP - CASHIERS
	28719	1204 - R43005	RICOH USA, INC.	$ 903.59	FY17	RICOH MPC3502 GOLD MAINTE
	28722	1204 - R43005	PITNEY BOWES	$ 4,571.43	FY17	MAILING MACHINE AND METER
	28825	1204 - R43005	RICOH USA, INC.	$ 649.22	FY17	RICOH MPC3004 COLOR COPIE
	28835	1204 - R43005	DELL SOFTWARE INC.	$ 1,976.04	FY17	DELL DATA PROTECTION/RAPI
	28962	1204 - R43005	SHI CORP.	$ 6,069.26	FY17	QUEST SOFTWARE - RAPID RE
	29020	1204 - R47007	SYNTAX COMMUNICATIONS,	$ 39,784.43	FY17	FIBER UPGRADE PROJECT
	29035	1204 - R45421	VISA	$ 95.88	FY17	PARAGON HARD DISK MANAGER
	29053	1204 - R45504	(ISC)2	$ 8,000.00	FY17	IT STAFF - SECURITY TRAINING
	29064	1204 - R45421	SHI CORP.	$ 1,049.93	FY17	LENOVO THINKCENTRE
				$ 93,411.70		

	PO#	Account#	Vendor		Amount	Year Reserved	Description
Tourism	28285	1205 - R43018	4IMPRINT	$	3,958.55	FY15	VISITOR CENTER PROMOTIONAL SUPPLIES
	28645	1205 - R43006	COMMERCIAL PRESS, INC	$	869.74	FY16	PRINTING SERVICES
	28694	1205 - R43040	NATIONAL MEDIA SERVICES,	$	10,000.00	FY16	DRIVE TOURISM
	28958	1205 - R43007	POWER PLAY MARKETING	$	1,000.00	FY17	QUARTER PAGE, FULL COLOR
				$	15,828.29		
Finance	28991	1215 - R43009	TREASURER OF WARREN COUN	$	2,500.00	FY17	TAX BOOKS
				$	2,500.00		
Police	28986	3101 - R45425	GUN SHOP	$	4,631.88	FY17	CCI/SPEER, PISTOL CARTRID
	29003	3101 - R45504	SOUTHERN POLICE EQUIPMEN	$	695.00	FY17	REGISTRATION FEE FOR INTE
	29042	3101 - R45504	VISA	$	702.20	FY17	HOLIDAY INN LOUISVILLE AI
	28917	3102 - R45410	HOWARD UNIFORM COMPANY	$	185.85	FY17	KEYSTONE R10 NAVY HAT
	29003	3102 - R45504	SOUTHERN POLICE EQUIPMEN	$	695.00	FY17	REGISTRATION FEE FOR INTE
	29006	3102 - R43006	PRINTECH, INC.	$	665.04	FY17	VIRGINIA UNIFORM TRAFFIC
	28972	3103 - R43005	MSAB INC.	$	995.00	FY17	XRY YEARLY MAINTENANCE FE
	29003	3103 - R45504	SOUTHERN POLICE EQUIPMEN	$	695.00	FY17	REGISTRATION FEE FOR INTE
	29002	3108 - R45410	TSSI	$	2,272.00	FY17	ARMIS BASE VEST CIIIA, OD
	29044	3108 - R45504	VISA	$	1,114.32	FY17	CRYSTAL GATEWAY MARRIOTT
				$	12,651.29		
B & G	28570	4302 - R47009	LOWE'S	$	4,000.00	FY16	ROOF REPLACEMENT
	28989	4302 - R43002	MARK'S HARDWOOD FLOORS	$	555.00	FY17	SERVICES TO REFINISH VISITOR CENTER FLOOR
				$	4,555.00		
P&Z	27531	8101 - R47014	AIR SURVEY CORPORATION	$	54,105.00	FY14	UPDATE AERIAL IMAGERY DATA
	28342	8101 - R43026	RENAISSANCE PLANNING GRO	$	29,809.49	FY15	COMP PLAN UPDATES
	28569	8101 - R47001	CARON EAST, INC.	$	2,300.00	FY16	SURVEYOR EQUIPMENT
	28693	8101 - R43002	SABRA, WANG & ASSOCIATES	$	3,995.00	FY16	TRAFFIC IMPACT STUDY
	28545	8104 - R45504	PLANNING COMMISSION	$	777.83	FY16	EDUCATION FOR NEW PLANNING COMM MEMBERS
				$	90,987.32		

	PO#	Account#	Vendor		Amount	Year Reserved	Description
Streets	29059	4107 - R45504	AMERICAN TRAFFIC SAFETY SERVICES	$	2,014.35	FY17	WORK ZONE SAFETY
	29063	4107 - R45515	TREASURER OF VIRGINIA	$	1,500.00	FY17	TRAINING & LICENSES
	28869	4102 - R47933	RACEY PAVING & EXCAVATIN	$	399,598.55	FY17	CRISER ROAD TRAIL
	28997	4102 - R45474	CLATTERBUCK PAVEMENT MAR	$	1,161.13	FY17	FURNISH AND INSTALL ALKYD
	29007	4102 - R47009	TWIST & TURN	$	3,505.00	FY17	TRASH CONTAINERS FOR LEAC
	28283	4500 - R47926	TREASURER OF VIRGINIA -	$	268,939.00	FY15	SOUTH FORK BRIDGE
	28302	4500 - R45407	CARMEUSE LIME AND STONE	$	19,805.67	FY15	VARIOUS GRADE OF STONE
	28461	4500 - R47909	ARTHUR CONSTRUCTION CO.,	$	124,025.00	FY16	WESTMINSTER DRIVE SIDEWALK
	28489	4500 - R47962	MATTERN & CRAIG	$	297,446.65	FY16	CRISER ROAD BRIDGE
	28737	4500 - R45407	VULCAN, INC.	$	1,020.00	FY17	2#, 6-FOOT CHANNEL POSTS
	28752	4500 - R45407	RACEY PAVING & EXCAVATIN	$	13,490.20	FY17	ASPHALT REPAIR - INTERSEC
	28914	4500 - R47956	SLURRY PAVERS INCORPORAT	$	62,694.00	FY17	SLURRY SEAL PAVING ON SEC
	28932	4500 - R47005	CAPITAL GMC TRUCKS, INC.	$	63,000.00	FY17	DUMP TRUCK
	28957	4500 - R47005	VALLEY SUPPLY & EQUIPMEN	$	268,478.00	FY17	JOHNSTON VT651 STREET SWE
	28997	4500 - 45474	CLATTERBUCK PAVEMENT MAR	$	7,281.32	FY17	FURNISH AND INSTALL ALKYD
	29061	4500 - R47005	CRIM'S TRAILER SALES	$	10,000.00	FY17	14 TON TRAILER
	29066	4500 - R45473	CLATTERBUCK PAVEMENT MAR	$	4,592.96	FY17	STREET LINE PAINTING
				$	1,548,551.83		
Electric	28305	9401 - R43002	SOUTHEASTERN CONSULTING	$	20,900.00	FY15	WORK PLAN STUDY
	28390	9401 - R43002	ENGINEERING TECHNIQUES,	$	4,500.00	FY16	MAIN STREET CANOPY LIGHTS
	28541	9401 - R43004	MORETZ CONSULTING	$	4,000.00	FY16	ELECTRIC VEHICLE DC FAST
	28628	9401 - R47005	MAP ENTERPRISES	$	19,416.33	FY16	BUCKET TRUCK/EQUIPMENT
	28648	9401 - R43003	LEE INSPECTION & CONSULT	$	16,904.45	FY16	POLE INSPECTION SERVICES
	28669	9401 - R47929	SYNTAX COMMUNICATIONS,	$	20,200.00	FY16	HAPPY CREEK SUBSTATION PROJECT
	28682	9401 - R47937	SOUTHEASTERN CONSULTING	$	227,782.96	FY16	TRANSFORMER REPLACEMENT
	28733	9401 - R43004	PITTMAN'S TREE & LANDSCA	$	43,467.52	FY17	TREE TRIMMING, RIGHT-OF-W
	28740	9401 - R45412	TWIST & TURN	$	765.00	FY17	TRASH CAN TO BE PLACED AT
	28743	9401 - R43002	GDS ASSOCIATES, INC.	$	8,000.00	FY17	POWER SUPPLY CONSULTING S
	28744	9401 - R43021	SOUTHEASTERN CONSULTING	$	1,430.95	FY17	PROFESSIONAL ELECTRICAL E
	28930	9401 - R47502	CUSTOM UTILITY	$	459.20	FY17	SCH30 U-GUARD RISER GUARD
	28930	9401 - R47502	CUSTOM UTILITY	$	167.71	FY17	ESTIMATED SHIPPING/HANDLI
	28946	9401 - R47009	LAKE PAVING COMPANY, INC	$	58,327.85	FY17	PAVING PROJECT - ENTRANCE
	28984	9401 - R47502	UNITED UTILITY	$	4,956.42	FY17	CABINET
	29001	9401 - R47005	ALTEC INDUSTRIES, INC.	$	313,000.00	FY17	DIGGER/DERRICK
	29011	9401 - R45410	SAFETY ZONE SPECIALISTS	$	1,000.00	FY17	FR CLASS 3 HI-VIS SHORT S
	29023	9401 - R47502	RUMSEY ELECTRIC COMPANY	$	3,780.00	FY17	3-PHASE ITRON SENTINEL ME
	29024	9401 - R45504	VISA	$	3,500.00	FY17	HOTEL ROOM FEES WHILE ATT
	29025	9401 - R45504	VIRGINIA, MARYLAND & DEL	$	7,000.00	FY17	TRAINING CLASSES
	29026	9401 - R43003	LEE INSPECTION & CONSULT	$	31,655.00	FY17	POLE INSPECTION PROGRAM
	29027	9401 - R45407	SCHWEITZER ENGINEERING L	$	2,578.88	FY17	MANAGED ETHERNET SWITCH
	29046	9401 - R47502	ERMCO	$	8,016.00	FY17	POLEMOUNT TRANSFORMERS -
	27543	9417 - R47001	SUNGARD PUBLIC SECTOR PE	$	160,512.94	FY14	AMI - PROGRAM
				$	962,321.21		

	PO#	Account#	Vendor		Amount	Year Reserved	Description
Sewer	27521	9801 - R47519	CHA CONSULTING, INC.	$	4,367.71	FY13	LOOP STUDY
	27549	9801 - R47009	LANTZ CONSTRUCTION WINCH	$	70,000.00	FY14	CROOKED RUN PUMP STATION
	27930	9801 - R45407	GHD INC.	$	6,882.00	FY14	FAN PRESS
	28187	9801 - R47015	ADAMS ROBINSON ENTERPRIS	$	5,905,619.74	FY15	WWTP EXPANSION
	28320	9801 - R45407	PRIME SOLUTION, INC.	$	10,000.00	FY15	UPDAT THE #1 ROTARY FAN P
	28375	9801 - R47015	GHD INC.	$	992,251.45	FY16	UPGRADE WWTP
	28563	9801 - R47009	LANTZ CONSTRUCTION WINCH	$	33,212.00	FY16	BLOWER BUILDING ROOF REPL
	28674	9801 - R45407	LLOYD ELECTRIC CO INC	$	25,000.00	FY16	MISCELLANEOUS EQUIPMENT REPAIRS
	28885	9801 - R47009	PATTERSON CONSTRUCTION C	$	500,000.00	FY17	RIVERTON & CRKD RUN PUMP
	28910	9801 - R47005	WOODSTOCK EQUIPMENT COMP	$	60,000.00	FY17	FARM TRACTOR WITH ROTARY
	28931	9801 - R45413	JCI JONES CHEMICALS INC	$	1,290.00	FY17	CHLORINE/SULFUR DIOXIDE - 1 TON CYLINDER
	29000	9801 - R47001	WOODSTOCK EQUIPMENT COMP	$	58,350.00	FY17	4-WHEEL DRIVE FARM TRACTO
	29028	9801 - R43077	INBODEN ENVIRONMENTAL SE	$	10,000.00	FY17	MISCELLANEOUS LABORATORY
	29029	9801 - R45413	WINSCHEL ENVIRONMENTAL,	$	6,260.00	FY17	BRENNTAG WINFLOC 7BC1 POL
	29030	9801 - R43004	W W GRAINGER INC	$	1,500.00	FY17	SHELVING
	29031	9801 - R45407	USABLUEBOOK	$	10,000.00	FY17	EFFLUENT COMPOSITE SAMPLE
	28183	9802 - R47998	WALLER PROPERTIES LLC	$	750.00	FY15	425 HILL STREET - RESIDEN
	28309	9802 - R47998	D & S CONTRACTORS	$	2,502,906.24	FY15	I & I ABATEMENT
	28666	9802 - R47998	CHA CONSULTING, INC.	$	248,051.92	FY16	I & I ABATEMENT ENGINEERING
	28668	9802 - R47005	CAPITAL GMC TRUCKS, INC.	$	31,302.00	FY16	VEHICLES AND EQUIPMENT
	28752	9802 - R45407	RACEY PAVING & EXCAVATIN	$	6,745.10	FY17	ASPHALT REPAIR - INTERSEC
	28794	9802 - R47998	BUSHONG CONTRACTING CORP	$	6,795.00	FY17	RIVERTON ROAD SEWER LINE
	28998	9802 - R47005	CRIM'S TRAILER SALES	$	5,000.00	FY17	PURCHASE TRAILER
	28999	9802 - R47009	DON LARGENT ROOFING, INC	$	15,000.00	FY17	ROOF REPLACEMENT ON POLE
	29049	9802 - R45504	EMBASSY SUITES HAMPTON	$	1,116.36	FY17	ACCOMMODATIONS FOR TOWN E
	29050	9802 - R47530	EAST JORDAN IRON WORKS I	$	20,000.00	FY17	WATERTIGHT MANHOLE FRAME,
	28717	9502 - R43005	RICOH USA, INC.	$	308.09	FY17	RICOH MPC3002
	29047	9502 - R43023	MARTIN'S FOOD STORES	$	140.00	FY17	REFRESHMENTS - DEFENSIVE
				$	10,532,847.61		

	PO#	Account#	Vendor		Amount	Year Reserved	Description
Water	27011	9501 - R43002	ARCADIS US, INC.	$	1,965.50	FY12	MCKAY SPRINGS - SERVICES
	28717	9501 - R43005	RICOH USA, INC.	$	308.09	FY17	RICOH MPC3002
	29047	9501 - R43023	MARTIN'S FOOD STORES	$	140.00	FY17	REFRESHMENTS - DEFENSIVE
	27128	9601 - R43005	ABB, INC.	$	16,403.05	FY12	16" FINISHED WATER METER
	27494	9601 - R47903	MCGRANE FENCE COMPANY	$	39,729.00	FY13	SECURITY IMPROVEMENTS
	27521	9601 - R47519	CHA CONSULTING, INC.	$	1,548.29	FY13	LOOP STUDY
	27522	9601 - R47507	CHA CONSULTING, INC.	$	25,299.86	FY13	WATER PLANT IMPROVEMENTS
	27546	9601 - R47009	CHA CONSULTING, INC.	$	100,000.00	FY14	WATER PLANT RESERVOIR REP
	27919	9601 - R47507	CHA CONSULTING, INC.	$	94,206.64	FY14	WATER PLANT UPGRADE
	28119	9601 - R47009	CHA CONSULTING, INC.	$	360,000.00	FY15	FAIRGROUND ROAD WATER TANK REPAIR/PAINT
	28287	9601 - R43002	CHA CONSULTING, INC.	$	25,000.00	FY15	WTP RESERVOIR ENGINEERING
	28322	9601 - R47009	M.C. DEAN, INC.	$	20,000.00	FY15	4-H PUMP STATION GENERATO
	28327	9601 - R47009	CHA CONSULTING, INC.	$	300,000.00	FY15	JAMESTOWN PUMP
	28559	9601 - R47009	CARTER MACHINERY CO INC	$	15,000.00	FY16	REPLACEMENT CNTRL GUARD HILL PUMP STATION
	28560	9601 - R47009	LANTZ CONSTRUCTION WINCH	$	25,000.00	FY16	RAW WATER RESERVOIR PIER
	28676	9601 - R47009	UTILITY SERVICE CO INC	$	100,000.00	FY16	REPAIR AND PAINT FAIRGROUND TOWER
	28678	9601 - R43077	SCIENTIFIC METHODS INC.	$	2,703.73	FY16	TESTING SERVICES FOR LONG
	28871	9601 - R47009	FLOMEC, INC.	$	300,000.00	FY17	FILTER MEDIA REPLACEMENT
	28955	9601 - R47005	LAWRENCE EQUIPMENT, INC.	$	1,148.00	FY17	KNAPHEIDE 8' SRW SERVICE
	28981	9601 - R45504	MICHAEL C KISNER	$	148.00	FY17	AWWA WATER JAM - HAMPTON,
	28982	9601 - R45504	MITCHELL E SINE	$	148.00	FY17	AWWA WATER JAM - HAMPTON,
	28983	9601 - R45407	TURBINE SUPPLY COMPANY	$	805.00	FY17	C1045 CARBON STEEL THREAD
	29005	9601 - R45412	GLOBAL EQUIPMENT COMPANY	$	598.10	FY17	VERTICAL FILE CABINET - L
	29008	9601 - R47009	COMMERCIAL PAINTING CORP	$	8,300.00	FY17	PAINTING PROJECT - WTP FI
	29012	9601 - R43004	EASTERN SUPPLY INC	$	1,200.00	FY17	BASIN CONTROL EQUIPMENT E
	29013	9601 - R43004	COMPLETE CARPET CARE	$	3,000.00	FY17	STRIP AND WAX FLOORS - WA
	29014	9601 - R45407	SYDNOR HYDRO...INC.	$	12,000.00	FY17	PUMP SHAFTS AND INSTALLAT
	29016	9601 - R47009	UTILITY SERVICE CO INC	$	50,000.00	FY17	RAW WATER INTAKE LINE CLE
	29017	9601 - R43002	CHA CONSULTING, INC.	$	75,000.00	FY17	WATER DISTRIBUTION/SYSTEM
	29018	9601 - R47009	LONG FENCE	$	35,000.00	FY17	ALUMINUM HAND RAIL REPLAC
	29019	9601 - R47009	COMMERCIAL PAINTING CORP	$	6,000.00	FY17	FILTER MEDIA AREA PAINTIN
	29049	9601 - R45504	EMBASSY SUITES HAMPTON	$	1,059.36	FY17	ACCOMMODATIONS FOR TOWN E
	28015	9602 - R47513	BUSHONG CONTRACTING CORP	$	26,321.00	FY15	WATERLINE UPGRADE HAPPY CREEK & BRAXTON
	28111	9602 - R47513	BUSHONG CONTRACTING CORP	$	40,248.50	FY15	WATERLINE UPGRADES
	28291	9602 - R47513	BUSHONG CONTRACTING CORP	$	130,090.00	FY15	UPGRADE WATER LINES W 15TH, KERFOOT
	28479	9602 - R47513	LEACH RUN PARKWAY	$	868,225.00	FY16	LEACH RUN PARKWAY WATERLINE
	28589	9602 - R43002	FLUID PINPOINTING SERVIC	$	68,680.00	FY16	LEAK DETECTION SURVEY
	28667	9602 - R47513	BUSHONG CONTRACTING CORP	$	115,605.00	FY16	WATERLINE UPGRADES
	28668	9602 - R47005	CAPITAL GMC TRUCKS, INC.	$	31,302.00	FY16	VEHICLES AND EQUIPMENT, A
	28752	9602 - R45407	RACEY PAVING & EXCAVATIN	$	6,745.10	FY17	ASPHALT REPAIR - INTERSEC
	28998	9602 - R47005	CRIM'S TRAILER SALES	$	5,000.00	FY17	PURCHASE TRAILER
	28999	9602 - R47009	DON LARGENT ROOFING, INC	$	15,000.00	FY17	ROOF REPLACEMENT ON POLE
	29049	9602 - R45504	EMBASSY SUITES HAMPTON	$	1,116.36	FY17	ACCOMMODATIONS FOR TOWN E
	29051	9602 - R47530	HD SUPPLY WATERWORKS, LT	$	40,000.00	FY17	FIRE HYDRANTS
	29052	9602 - R47513	BUSHONG CONTRACTING CORP	$	432,000.00	FY17	WATER LINE UPGRADES - BEL AIR
	28992	9617 - R47001	HD SUPPLY WATERWORKS, LT	$	399,165.00	FY17	RADIO READ WATER METERS
				$	3,801,208.58		

	PO#	Account#	Vendor		Amount	Year Reserved	Description
Solid Waste	28785	4203 - R45403	W.H.O. MANUFACTURING CO	$	37,049.28	FY17	TUB GRINDER REPAIRS
	29045	4203 - R45414	CALICO INDUSTRIES INC	$	5,000.00	FY17	PLASTIC BAGS FOR RESALE
	29060	4203 - R47001	TOTER LLC	$	9,135.00	FY17	DUMPSTERS WITH LIDS CARTS W/ LIDS
				$	51,184.28		

General Fund	$	518,544.07
Special Projects	$	524,435.78
Street Fund	$	1,548,551.83
TOTAL GOVERNMENTAL FUNDS	**$**	**2,591,531.68**
Electric Fund	$	962,321.21
Sewer Fund	$	10,532,847.61
Water Fund	$	3,801,208.58
Solid Waste Fund	$	51,184.28
TOTAL OF ALL FUNDS	**$**	**17,939,093.36**

11

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 11

Meeting Date: December 11, 2017

Agenda Item: COUNCIL APPOINTMENTS – Audit and Finance Committee

Summary: The Audit and Finance Committee is composed of the Mayor, two Councilmembers, the Finance Director, the Town Manager and the Town's Auditor. Council is requested to appoint two Councilmembers to the Audit and Finance Committee, said terms ending December 31, 2018.

Budget/Funding: None

Attachments: None

Meetings: Work Session held November 16, 2015

Staff Recommendation: Approval ✓ Denial______

Proposed Motion: **I move that Council appoint Councilman __________ and Councilman ______________ to the Audit and Finance Committee along with the Mayor, Town Manager, Finance Director and the Town's Auditor, said terms to expire December 31, 2018.**

*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: JW

12

Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 12

Meeting Date: December 11, 2017

Agenda Item: COUNCIL APPOINTMENTS – Joint Tourism Advisory Committee

Summary: Council approved an Memorandum of Agreement (MOA) with the County of Warren for a Joint Tourism Advisory Committee on November 13, 2017. As part of the agreement Council is requested to appoint three members to the Committee. Tonight Council is requested to appoint two of those three members to a 4-year term. The third member (representative from a lodging property) will be appointed at a later time.

Budget/Funding: None

Attachments: None

Meetings: Work Session held December 4, 2017

Staff Recommendation: Approval ✓ Denial______

Proposed Motion: **I move that Council appoint ________________ and _______________ to the Joint Tourism Advisory Committee, each to a four-year term, said terms to expire December 11, 2021.**

*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: JW

Memorandum of Agreement

of the Board of Supervisors of Warren County
and the Town of Front Royal

FRONT ROYAL-WARREN COUNTY JOINT TOURISM ADVISORY COMMITTEE

I. PURPOSE

Since June 21, 1993 the Town of Front Royal has been responsible for funding the Visitor's Center and tourism for the community. At the time, the vast majority of hotels, motels, and restaurants benefitting from tourism were located inside the limits of the Town of Front Royal. With the growth of the lodging industry in the County outside of Town limits, Warren County recently adopted a 3% increase to the transient occupancy tax that increases the tax from 2% to 5% (effective July 1, 2017), which will allow the County to collect money to be spent for tourism purposes. It is understood that the intent of the County is not to supplant the current funding by the Town, but to allow the Town and County to put additional resources to branding and marketing the community as a destination. Additionally, this would allow the Town and County to support and enhance restaurants, lodging establishments, and the many amenities in the community.

The Town of Front Royal and County of Warren would like to appoint a Joint Tourism Advisory Committee to advise, assist, support, and advocate for tourism policies, programs, and activities to market and promote Front Royal-Warren County and its environs. This Committee will serve as the "local tourism industry organization" referred to in Section 58.1-3819 of the Code of Virginia, as amended, and will include local lodging partners as indicated in the Code section.

This Committee shall:

A. Promote and assist tourism development in the Front Royal-Warren County community;

B. Develop and assist in the implementation of a joint tourism development plan to increase overall tourism revenue;

C. Encourage individuals, businesses, and the Town and County to invest in tourism development as an integral part of overall economic development; and

D. Assist the various regional organizations in planning and implementing a regional tourism development plan(s).

II. COMPOSITION

A. The Committee shall consist of nine (9) members, each appointed to a four-year term. Three members shall be 1) the Front Royal Director of Community Development & Tourism, 2) the Warren County Planning Director, and 3) the President of the Front Royal-Warren County Chamber of Commerce. The remaining six (6) members shall be appointed by the Front Royal Town Council (3 members) and Warren County Board of Supervisors (3 members). One member from each the Town and the County must be a representative from a lodging property.

B. The officers of the Committee shall be appointed for a one-year term, with no individual holding an office for more than two consecutive terms without a one year lapse between terms. The Committee shall elect officers each July and fill vacancies as required during the intervening months. The officers shall include the following:

   I. Chairman: develops an agenda and presides over meetings, reports quarterly to the Warren County Board of Supervisors and the Front Royal Town Council, and as agreed upon by the Committee, represents the committee on other tourism development committees and organizations, as appropriate

   II. Vice-Chairman: serves in the absence of the Chairman and oversees the Plan of Work

   III. Secretary: maintains the minutes of the meetings and issues notices of meetings as provided herein

   IV. Treasurer: develops an annual budget of funds made available to the Committee

   V. The offices of Secretary and Treasurer may be combined if the Committee so votes

C. The Committee may utilize any existing tourism subcommittees or appoint such subcommittees or advisory groups as necessary for the conduct of its work. The Chairman of the Committee shall be an ex officio member of all such subcommittees or groups.

D. Members of the Committee may be reimbursed for their actual expenses. Claims for expenses by Committee members shall be submitted to the ***Town of Front Royal and/or County of Warren*** and paid in accordance with the governing procedures for such claims and shall also be subject to the County's allocation and budgeting procedures.

III. FINANCIAL MATTERS

The Joint Tourism Advisory Committee is authorized to apply for, accept, and expend gifts, grants, or donations from public or private sources to enable the Committee to carry out its objectives.

A. The ***County of Warren*** shall be designated as fiscal agent to administer and maintain fiscal records for the Committee.

B. Each tourism project that is approved by the Committee shall include a budget and funding plan. The funding plan shall include any grant and/or private funds that may be used toward the project, as well as a proposed split (agreed to by the Director of Tourism and a representative of Warren County) of the remaining cost of the project between the Town of Front Royal and County of Warren.

IV. ADMINISTRATIVE MATTERS

A. The Committee shall make quarterly reports to the Front Royal Town Council and Warren County Board of Supervisors.

B. No individual member of the Committee shall make representations or commitments on the Committee's behalf without formal approval or endorsement by the majority of the membership of the Committee.

V. MEETINGS

A. The Committee shall meet every other month on the second Wednesday of the month. Notice of time and place of regular meetings shall be emailed by the Secretary to the Committee and interested parties at least fourteen (14) days in advance of each meeting. Special meetings may be called by the Chairman or on request of three members of the Committee by emailed notice at least seven (7) days in advance of the date of such special meeting. Emergency meetings may be convened by the Chairman with a 24-hour telephone notice attempt to reach all members.

B. Meetings shall be open to the general public and news media within the provisions of the Virginia Freedom of Information Act.

C. The Committee, if voted upon, shall endeavor to hold its meetings in various locations of the Town/County in order to facilitate citizen involvement.

D. A quorum shall consist of a majority of the members.

E. Minutes of all meetings shall be kept and retained by the Secretary.

F. Robert's Rules of Order shall govern the conduct of all meetings.

VI. GOALS OF THE COMMITTEE

Consistent with its purpose, the Committee shall establish objectives and strategies (Plan of Work) that support the Joint Tourism Plan for achieving the goals set forth below. In doing so, the Committee will provide recommendations to any public employees who may be specifically assigned to carry out the Committee's mission.

A. Citizen Understanding - Increase the economic value of tourism and travels to the Town of Front Royal and County of Warren and its citizens and businesses, and encourages inter-community collaboration on all matters relating to tourism development and promotion.

B. Tourism - Broaden awareness of the community's existing attractions, both natural and man-made, its heritage and historic sites, and services provided for travelers. This effort shall include awareness within the tourism industry and among the traveling public, with emphasis on multi-county initiatives whenever possible.

C. Hospitality - Ensure that travelers to and through Front Royal-Warren County are served hospitably and have ready access to information on tourist services and points of interest.

D. Tourism Development - Pursue with the Economic Development Authority, Town of Front Royal, and County of Warren an overall economic development program to include the development of additional visitor accommodations such as lodging and conference facilities, restaurants, campgrounds, public parks, and other attractions.

E. Scenic Beauty - Encourage programs whose purpose(s) are to preserve and enhance the scenic beauty of the Town and County, particularly along its public highways.

VII. AMENDMENTS

This Memorandum of Agreement may be amended, repealed, or altered in whole or in part by the Front Royal Town Council and Warren County Board of Supervisors with thirty (30) days written notice.

VIII. SEAL

The Committee may have a seal or logotype that identifies its purposes for use in any brochures, letterheads, and other official publications issued by the Committee on its behalf. The Committee may authorize the use of such a graphic by others when such use helps further the Committee's goals and objectives.

Approved by the Warren County Board of Supervisors
Approved by the Front Royal Town Council

Witnesseth the following signatures:

For the County of Warren, Virginia

Linda P. Glavis

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Linda P. Glavis, Chair
Board of Supervisors

Attest:

____
Douglas P. Stanley, Clerk
Board of Supervisors

For the Town of Front Royal, Virginia

Hollis L. Tharpe

____
Hollis L. Tharpe, Mayor

Attest:

Joe Waltz

____
Joseph E. Waltz
Interim Town Manager

Approved as to Form:

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Dan N. Whitten
County Attorney
County of Warren, Virginia

Douglas W. Napier

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Douglas W. Napier
Town Attorney
Town of Front Royal, Virginia