



## TOWN COUNCIL WORK SESSION

**TUESDAY**, January 19, 2016 @ 7:00pm

Front Royal Administration Building

### **Town/Staff Related Issues:**

1. Urban Forestry Advisory Commission (UFAC) Update to Council
2. Update on Capital Improvement Project (CIP) – *Director of Finance*
3. Continued Discussion on an Ordinance to Amend Town Code pertaining to the Urban Archery Program – *Town Manager*
4. MOA pertaining to the Video Equipment in Board Room – *Town Manager*
5. Annual Network Services Bid Award – *Town Manager*
6. Continued Discussion on Food Trucks – *Town Manager*
7. Request to Purchase Town iPad by Former Councilman Daryl Funk – *Town Manager*
8. Future Power Blocks for 2021-2024 – *Director of Energy Services*

### **Council/Mayor Related Items**

9. Town Scholarships Committee Selection – *Mayor Darr*
10. Main Street Lights Project Update – *Mayor Darr*
11. Earmark Corridor Funds towards Economic Development (*Councilman Hrbek*)
12. VML Pop-Up Business - *Councilman Hrbek*
13. Council Discussion/Goals (*time permitting*)
14. CLOSED MEETING – Council Appointment

### **Motion to Go Into Closed Meeting**

I move that Town Council go into closed meeting to discuss and consider prospective candidates for appointment to fill the position vacated by former Member Daryl L. Funk, pursuant to Section 2.2-3711.A.1 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.

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## Town of Front Royal, Virginia Work Session Agenda Form

Date: January 19, 2016

**Agenda Item:** Capital Improvement Program

**Summary:** Capital improvement program is a multi-year recommended schedule for planning the Town's capital expenditures to improve the Town's infrastructure, equipment and vehicles. It provides for the coordination of community planning, financial capacity and physical development each year to anticipate future revenue requirements. The capital program is a tool to be used for current and future budgets that extends 5 years or greater. Development of the CIP will ensure sound fiscal and capital planning, which requires effective leadership and involvement and cooperation of all Town Departments.

**Council Discussion:** Council should review these requests yearly as part of both the retreat agenda and budget work sessions.

**Staff Evaluation:** Departments made revisions and requests to Director of Finance during the month of December. The Finance Director has compiled and listed the items for Council to review.

**Budget/Funding:** Items will be included in future budgets.

**Legal Evaluation:** Legal will be present to answer any questions.

**Staff Recommendations:** Staff recommends Council review and discuss items listed and remove or add any projects that staff may have overlooked. Council members will be presented with the full listing at the work session.

**Town Manager Recommendation:**

**Council Recommendation:**

Additional Work Session     Regular Meeting     No Action  
Consensus Poll on Action: \_\_\_(Aye) \_\_\_(Nay)

Work Session

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## Town of Front Royal, Virginia Work Session Agenda Form

Date: January 19, 2016

**Agenda Item:** Proposed Urban Archery Code Amendment

**Summary:** The Department of Game and Inland Fisheries has notified the Town that our current deer management program must transition to an Urban Archery program. This program allows archery deer hunting to occur during seasons approved by DGIF. Staff have developed a Code Amendment to Chapter 167 - Weapons to facilitate and regulate Urban Archery in Front Royal

**Council Discussion:** Council is requested to consider at the proposed Code Amendment to enact an Urban Archery program in Front Royal.

**Staff Evaluation:** The proposed Amendment has been developed to incorporate regulations that have been implemented successfully in other communities.

**Budget/Funding:** The Finance Director will be available to address fiscal issues.

**Legal Evaluation:** The Town Attorney will be available to address legal issues.

**Staff Recommendations:** Staff recommend that Council provide any suggestions to allow Council to consider the proposed Code Amendment to enact an Urban Archery program.

**Town Manager Recommendation:** The Town Manager recommends that Council provide any suggestions to allow Council to consider the proposed Code Amendment to enact an Urban Archery program.

**Council Recommendation:**

- Additional Work Session     Regular Meeting     No Action  
Consensus Poll on Action: \_\_\_(Aye) \_\_\_(Nay)

Chapter 167WEAPONS**Sections:****167-1 DEFINITIONS****167-2 DISCHARGE OF FIREARMS****167-3 DISCHARGE OF PNEUMATIC GUNS****167-4 DISCHARGE OF MISSILE PROJECTING WEAPONS****167-5 THROWING OF STONES****167-6 VIOLATIONS**

Adopted by the Town Council of the Town of Front Royal 3-11-85 (*Chapter 32 of the 1965 Code*). Entire Chapter amended by Ord. 3-12 on 1-23-12. Other amendments noted where applicable.

**167-1 DEFINITIONS**

**ARROW** – A shaft-like projectile intended to be shot from a bow.

**AMMUNITION** – A cartridge, pellet, ball, missile, or projectile adapted for use in a weapon.

**BOW** – Any longbow, recurve bow, compound bow, or crossbow having a peak draw of 10 pounds or more, intended and capable of shooting an arrow. The “bow” does not include bows that have a peak draw of less than 10 pounds or are intended to be used principally at toys.

**FIREARM** – Any weapon which will, or is designed to, or may be readily converted to, expel a projectile, or in which ammunition may be used or discharged by explosion; provided, however, that stud nailing guns, rivet guns, and similar construction equipment neither designed nor intended as weapons, shall not be deemed firearms.

**PNEUMATIC GUN** – Any implement designed as a gun that will expel a BB pellet, or other ammunition by action of pneumatic pressure. This definition shall include a paintball gun that expels by action of pneumatic pressure plastic balls filled with pain for the purpose of marking the point of impact.

**REASONABLE CARE** – The use of pneumatic guns such that the gun is being discharged so that its BBs, pellets, or other ammunition will be contained on the property by a backstop, earthen embankment or fence. The discharge of BBs, pellets, or other ammunition across or over the bounds or property shall create the rebuttable presumption that the use of the pneumatic gun was not conducted with reasonable care.

**TOWN COUNCIL** – The Town Council of the Town of Front Royal, Virginia.

(Ord. No. 8-07 Repealed Entire Section 5-14-07-Effective Upon Passage)

(Ord. No. 3-12 Added Entire Section 1-23-12-Effective Upon Passage)

## 167-2 DISCHARGE OF FIREARMS

A. No person shall discharge a firearm of any description within the Town, with the exception of the following:

1. Any law enforcement officer in the performance of official duties;
2. Any other person whose said willful act is otherwise justified or excusable at law in the protection of life or property, or is otherwise specifically authorized by law. *This shall not apply to control of wildlife by non law enforcement personnel;*
3. Any otherwise lawful discharge while actually engaged in target practice on shooting ranges or other facilities lawfully established and maintained;
4. The use of blank ammunition at athletic events, military funerals, theatrical performances or events of similar character; or,
- ~~5. Lawfully hunting deer pursuant to a specific grant of authority under a Deer Management Plan adopted by the Virginia Board of Game and Inland Fisheries and the Town Council.~~

(Ord. No. 3-12 Amended Entire Section 1-23-12-Effective Upon Passage)

## 167-3 DISCHARGE OF PNEUMATIC GUNS

A. It shall be unlawful for any person to discharge any pneumatic gun in the Town that are in the opinion of the Town Council so heavily populated as to make such conduct dangerous to the inhabitants thereof:

1. In or within 300 feet of any dwelling, commercial building, or shelter for animals, with the exception of the following:
  - a. Any otherwise lawful discharge while actually engaged in target practice on shooting ranges or other facilities lawfully established and maintained;
  - b. On other property where firearms may be legally discharged; or,
  - c. On private property with permission of the owner or legal possessor thereof when conducted with reasonable care to prevent a projectile from crossing the bounds of the property.

B. It shall be unlawful for any minor under the age of 16 to use a pneumatic gun unless such

minor is under the supervision of a parent, guardian, or other adult supervisor approved by a parent or guardian of such minor. Minors above the age of 16 may, with the written consent of a parent or guardian, use a pneumatic gun on private property with the consent of the owner. Any minor, whether permitted by a parent or guardian to use a pneumatic gun or not, shall be responsible for obeying all laws, regulations, and restrictions governing such use.

(Ord. No. 3-12 Amended Entire Section 1-23-12-Effective Upon Passage)

#### 167-4 DISCHARGE OF MISSILE PROJECTING WEAPONS

A. It shall be unlawful to discharge any non-firearm or non-pneumatic missile projecting gun or weapons to include bows, crossbows, and slingshots within the Town, with the exception of the following:

1. Any law enforcement officer in the performance of official duties;
2. Any other person whose said willful act is otherwise justified or excusable at law in the protection of life or property, or is otherwise is specifically authorized by law;
3. Any otherwise lawful discharge while actually engaged in target practice on shooting ranges or other facilities lawfully established and maintained; and,
4. Lawfully hunting wildlife pursuant to *the Urban Archery regulations provided below. a specific grant of authority under a Wildlife Management Plan adopted by the Virginia Department of Game and Inland Fisheries and the Town Council.*
5. *Target shooting of bows and crossbows for use during the Town's Urban Archery Season is permitted with appropriate backstop on property with written consent of the owner of the property.*

(Ord. No. 3-12 Added Entire Section 1-23-12-Effective Upon Passage)

(Amended (4) by adding "Wildlife" in place of "Deer" 9-23-13-Effective Upon Passage)

#### 167-5 THROWING OF STONES

It shall be unlawful for any person to throw a stone or other missile in the streets or public property with the intent to do harm to people, animals, or property.

(Ord. No. 3-12 Amended Entire Section 1-23-12-Effective Upon Passage)

#### 167-6 URBAN ARCHERY

*Archery hunting is permitted within the Town limits by licensed hunters during an approved Virginia Department of Game and Inland Fisheries (DGIF) Archery Season. In addition to the Urban Archery Season for deer, archery deer hunting is also allowed during the early archery deer season, the general firearms deer season, and the late archery deer season. Hunting for other wildlife is permitted only during the season approved by DGIF. Licensed archery hunters*

*must abide by all applicable section of the Virginia State Code and Virginia Hunting Regulations (including bag limits and tagging/checking requirements). It shall be unlawful for any person, while archery hunting to violate any of the following additional Town restrictions:*

- A. Discharge of an arrow is permitted only in order to hunt wildlife in season or for target practice. No discharge of an arrow shall be made toward any animal other than those in approved hunting season.*
- B. Any person discharging archery equipment shall, at all times while engaged in such activity, have in their possession written permission from the landowner(s) to discharge such weapon on the private property.*
- C. No person shall discharge archery equipment from, over, or across any street, sidewalk, alley, roadway, or public land or public place within the Town limits or toward any building or dwelling in such a manner that an arrow may strike it.*
- D. No person shall discharge archery equipment unless from an elevated position of at least ten (10) feet above the surrounding terrain. Any disabled hunter unable to hunt from such platform must comply with all regulations established by the Virginia Department of Game and Inland Fisheries.*
- E. Except for target shooting, discharge of archery equipment is not permitted within one hundred (100) feet of any dwelling except with written consent of the owner of said structure.*
- F. Discharge of archery equipment is not permitted within one hundred (100) feet of any school property line.*
- G. Any person discharging archery equipment shall use reasonable care to ensure the arrow does not cross any property line and enter any property on which the hunter does not have permission to hunt. The discharge of an arrow across or over the boundaries of a property for which no permission has been given by the property owner shall create a rebuttable presumption that the use of the archery equipment was not conducted with reasonable care.*
- H. The hunter is responsible for the disposition of the animal carcass to the local/regional landfill. Carcasses shall be double bagged. Field dressing of the animal shall be by agreement between the landowner and the hunter. No field dressing of the animal shall occur on Town owned property without express written permission from the Town Manager or designee.*
- I. No person shall hunt within the Town limits by use of dog or dogs.*

#### **167-67 VIOLATIONS**

*A. Violations of this Section involving firearms shall constitute a Class 3 misdemeanor punishable by a fine of not more than ~~five hundred dollars (\$500.00)~~ two thousand five hundred dollars (\$2,500.00) and twelve (12) months in jail.*

*B. Violations of this Section involving pneumatic guns, missile projecting weapons, or throwing stones shall constitute a Class 4 misdemeanor punishable by a fine of not more than two hundred fifty dollars (\$250.00).*

*C. Violations of the Urban Archery Section shall constitute a Class 1 misdemeanor punishable by a fine of not more than two thousand five hundred dollars (\$2,500.00).*

**(Ord. No. 3-12 Amended Entire Chapter/Section 1-23-12-Effective Upon Passage)**

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Town of Front Royal, Virginia  
**Work Session Agenda Form**

Date: January 19, 2016

**Agenda Item:** Board Room Video Equipment MOA

**Summary:** At the January 4th, Council requested that staff draft a Memorandum of Agreement with Warren County that committed to the pursuit of funding through the Town and the County's Franchise Agreements with Comcast Cable to upgrade the video equipment at the Government Center Board Room.

**Council Discussion:** Council is requested to review and consider at the draft MOA that has been reviewed by Town and County staff.

**Staff Evaluation:** The draft MOA identifies that both the Town and County will pursue additional funding for video equipment. The MOA also specifies that the Town staff will take the lead in development of specifications and procurement of the equipment.

**Budget/Funding:** The Finance Director will be available to address fiscal issues.

**Legal Evaluation:** The Town Attorney will be available to address legal issues.

**Staff Recommendations:** Staff recommend that Council provide any suggestions to allow Council to consider the draft Memorandum of Agreement.

**Town Manager Recommendation:** The Town Manager recommends that Council provide any suggestions to allow Council to consider the draft Memorandum of Agreement.

**Council Recommendation:**

- Additional Work Session
  - Regular Meeting
  - No Action
- Consensus Poll on Action: \_\_\_(Aye) \_\_\_(Nay)

**MEMORANDUM OF AGREEMENT  
COMCAST FRANCHISE AGREEMENT FUNDS**

THIS **MEMORANDUM OF AGREEMENT FOR COMCAST FRANCHISE AGREEMENT FUNDS** for the replacement and upgrade of video equipment at the Warren County Government Center Board Room dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **COUNTY OF WARREN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter “the County”) and **THE TOWN OF FRONT ROYAL, VIRGINIA**, a Virginia municipal corporation (hereinafter “the Town”), hereby agree to following:

**RECITALS:**

- A. The Town and the County have initiated negotiations with Comcast Cable to renew the Franchise Agreement for the provision of cable television service in the respective localities.
- B. Both the Town Council and the County Board of Supervisors use the County Government Center Board Room (“the Board Room”) to conduct their official meetings.
- C. The video recording equipment in the Board Room is over fifteen years old and advancements in technology have achieved improved recording capabilities.
- D. The Town and the County intend to share the cost for improving the video recording and transmission equipment.

**TO THAT END**, and for and in consideration of the mutual covenants contained herein, the Town and the County agree as follows:

- 1. The Town and the County agree to jointly pursue negotiations with Comcast Cable to secure \$25,000.00 each for dedicated funding to improve and replace the video recording and transmission equipment at the Board Room.
- 2. The Town and the County agree to jointly budget and expend said funding if received from Comcast Cable to improve and replace the video recording and transmission equipment at the Board Room.
- 3. The Town and the County agree that the Town’s Department of Information Technology shall assume the responsibility of developing the specifications for the equipment acquisition and administer the procurement and installation of said equipment.
- 4. The Town and the County will cooperate to do all other things necessary or appropriate for the ends and purposes of this Memorandum of Agreement to be accomplished.

**WITNESSETH** the following signatures:

For the County of Warren, Virginia

\_\_\_\_\_  
Linda Glavis, Chairman

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

Attest:

\_\_\_\_\_  
Douglas P. Stanley, County Administrator

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

For the Town of Front Royal, Virginia

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

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

Attest:

\_\_\_\_\_  
Steven M. Burke, PE, Town Manager

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

Approved as to Form:

\_\_\_\_\_  
Blair D. Mitchell, Esq., County Attorney

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

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## Town of Front Royal, Virginia Work Session Agenda Form

Date: January 19, 2016

**Agenda Item:** Annual Network Services Bid

**Summary:** The Town received one response on January 7th in response to a request for bids to provide network services on an annual contract. Services will include design and installation of network calling for new and existing Town facilities. The bid is for a one year contract with two one year extensions.

**Council Discussion:** Council is requested to review and consider award of the annual contract for Network Services.

**Staff Evaluation:** The bid received from Syntax Communications, Inc. appears responsive. Syntax was the vendor that was awarded the previous annual contract and performed satisfactorily on the contract.

**Budget/Funding:** The Finance Director will be available to address fiscal issues.

**Legal Evaluation:** The Town Attorney will be available to address legal issues.

**Staff Recommendations:** Staff recommend that Council provide any suggestions to allow Council to consider the award of the annual contract for Network Services.

**Town Manager Recommendation:** The Town Manager recommends that Council provide any suggestions to allow Council to consider the award of the annual contract for Network Services.

**Council Recommendation:**

- Additional Work Session     Regular Meeting     No Action  
Consensus Poll on Action: \_\_\_(Aye) \_\_\_(Nay)



## MEMORANDUM

**Date:** January 12, 2016  
**To:** Tina Presley, Senior Administrative Assistant  
Jennifer Berry, Clerk of Council  
**From:** Cindy Hartman, Purchasing Agent   
**RE:** Work Session Item

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On Thursday, January 7, 2016, I held a bid opening to set firm pricing for various labor, equipment and various materials cost related to technical services for IT networking and infrastructure. The purpose of this IFB was to establish a one (1) year contract with a vendor to support our IT Department for design and installation of network cabling for new buildings and any other IT networking and infrastructure tasks as required. Upon mutual satisfaction of contract fulfillment during that first year contract, the contract would be extended for an additional two (2) year period. Funding would be made available through the IT Department.

Out of the four (4) vendors I directly solicited, I received only one response, Syntax Communications here in Front Royal. This is the same vendor who performed the cabling and IT infrastructure within the Town's Administration Building. The company is reliable and fairly priced. As we have no way of forecasting the amount of work that will be required during the first year of the contract, I would like to add this award to the Town Council work session to be held January 19, 2016 for discussion.

I have attached the document submitted to me by Syntax in response to the Invitation for Bid.

*Town of Front Royal Invitation for Bid #41*

*Technical Services for IT Networking and Infrastructure*

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**Syntax Communications, Inc.**

987 Auburn Court Front Royal, VA 22630

Phone: 540-622-3609 Fax: 540-636-4224

[syntax@syntaxcomm.com](mailto:syntax@syntaxcomm.com)

**To:** Town of Front Royal  
Attn: Cynthia A. Hartman  
102 E. Main Street  
Front Royal, VA 22630

**Phone:** 540-631-2789  
**Job Number:** 160001  
**Date:** January 7, 2016

**Job Description:**  
Technical Services for IT  
Networking and Infrastructure

*Thank you for the opportunity to allow Syntax Communications, Inc. to provide a bid for your company. This proposal will list exact items that will be completed by Syntax Communications, Inc.*

***A -RFP understanding***

*The Town of Front Royal is looking for IT support performing design and installation of network cabling for new buildings and to support the IT staff in any IT networking and infrastructure task as required. These services will be offered by the Syntax Communications team as outlined in this proposal. It is understood that trouble shooting the existing network switches and routers as well as the existing phone system is not a part of this proposal. It is also understood that work will be done on a work order basis and each work order will require a separate proposal. The proposal will be based on the unit fixed price as shown in attachments A, B, and C. Any materials not itemized on the attached list will be listed in a separate line item on the individual proposals. Any network cabling provided in whole by Syntax Communication will be covered under the manufactures OASIS warranty. Syntax Communications is a certified OASIS integrator. All installation services will be done using EIA/TIA standards, per the latest building codes, and follow the specific requirements as outlined in section 8 of your IFB. Although most of the outlined work will be provided by Syntax, we have teamed with one other contractor to provide a one stop shop for all of the towns communications needs. Henkel and McCoy, Inc. will provide any outside plant repairs and installations. They are a highly qualified utilities contractor that can do*

*Town of Front Royal Invitation for Bid #41*

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*underground conduit and cabling as well as aerial pole line cabling. If additional manpower is required due to work surges, large projects, or etc. Syntax may use some of their other teaming partners at the same unit prices provided in this IFB.*

*Town of Front Royal Invitation for Bid #41*

*Technical Services for IT Networking and Infrastructure*

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***B - Experience***

***Syntax Communications***

*Since 1996, Syntax Communications, Inc., a Front Royal, Virginia based company, has been assisting clients in the design and installation of network communication infrastructure and telephone systems for both business and residential. Syntax Communications is a full service wiring and networking company. We have the ability and experience to provide any or all steps of the communications life cycle including requirements analysis, site surveys, engineering design, material procurement, installation, testing, project management, and MAC (moves, adds, & changes) activity. We work closely with large hi-tech business, government agencies and large commercial companies as well as small businesses helping them with their voice, data and computer needs. Syntax specializes in network structured wiring systems for banks, industrial, automobile dealerships, government facilities and schools, working closely with service providers and other vendors to ensure seamless integration of varied communications systems.*

*Syntax Communications, Inc. consists of a team of well-trained professionals with extensive experience in all types of data and voice systems. Our technicians are well versed in leading edge areas such as data cabling, computer network installations and fiber optic technologies.*

*Since the key employees of Syntax Communications are residences of the town, our commitment to providing quality and economical services to the town is a priority.*

*Over the last 15 years, Syntax Communications has provided networking services to the Warren County Public Schools, the County of Warren, and to the Town of Front Royal. This gives Syntax an edge on the networking requirements of the Town. Along with the local government experience, Syntax has provided network services to Rappahannock and Frederick County.*

## *Town of Front Royal Invitation for Bid #41*

### *Technical Services for IT Networking and Infrastructure*

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#### ***Henkel & McCoy***

*Henkels & McCoy was founded in 1923 by John B. Henkels, Jr., started out performing tree-trimming, landscaping, and tennis court construction. Since then Henkels & McCoy has developed into one of the largest privately held engineering, project management, construction, and training firms providing critical infrastructure for the electric power, communications, natural gas and pipeline, and water industries. They consistently rank in the top tier of the Engineering News-Record list of Specialty Contractors.*

#### ***Administering project experience***

*Robert Williams will be the project manager for this project. Mr. Williams is retired from EDS where he managed large government projects such as:*

- The State Department IT upgrade where his team performed a complete IT upgrade at every embassy and consulate in the world.*
- The Air National Guard WAN upgrade where his team implemented a new MPLS wide area network installing new routers at over 100 sites in the United States.*
- The US Air Force mail relay project where his team designed and installed a new mail filtering system at over 100 bases worldwide.*

#### ***Manage several projects simultaneously***

*Syntax Communications, Inc. is a Virginia Certified Small Veteran owned company. Syntax has recently been certified by the Commonwealth of Virginia as a micro business. At the present time Syntax has 3 full time and 6 part time employees. Over the past 15 years, Syntax has been able to provide excellent services to their over 150 customers as well as take on large projects. Syntax has a very good business relation within the IT community so when work load surges arise, Syntax has the ability to call on some of their IT partners to assist during the surge. As well, Syntax assists their IT partners during their surge.*

*Town of Front Royal Invitation for Bid #41*

*Technical Services for IT Networking and Infrastructure*

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**C - References**

*The table below outlines the references requested by the Town of Front Royal.*

<i>Client Name</i>	<i>Address</i>	<i>Contact person</i>	<i>Phone Number</i>	<i>Project Name</i>
<b>Warren County Public Schools</b>	280 Luray Avenue Front Royal, VA	Melody Sheppard	540-635-7123	Warren County Middle School
<b>County of Warren</b>	Warren County Government Ctr.	Jeff Hayes	540-631-5082	Warren County Safety Building
<b>Town of Front Royal</b>	Front Royal Town Hall	Todd Jones	540-671-8998	Town administration office
<b>HP Hood</b>	160 Hood Way Winchester, VA	Scott Poppo	540-868-1326	New warehouse facility

## Town of Front Royal Invitation for Bid #41

### Technical Services for IT Networking and Infrastructure

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#### **D – Methodology**

Syntax Communications, Inc. uses the nine step Communications Lifecycle process to design and implement communications projects. These steps are outlined below. Syntax uses these steps on either turnkey design and installation projects or any step of the process.

#### **Design**

Syntax communications uses a four step process, part of the communications lifecycle process, to design a customer's network. These steps are outlined below.

##### **Step 1 - Existing Network Site Survey**

The first step will provide a complete documentation package for the customer's network backbone cabling and network equipment. The completed package will include but not limited to:

- Collect all IT documentation that past contractors may have developed.
- Develop a map with all the customers buildings, fiber routing, fiber type, fiber count, internet connections, wireless connections, and any other pertinent connectivity information.
- Develop a customer backbone network schematic with all network equipment models, ports used and available, connectivity, IP addressing scheme, and any other pertinent network information.

##### **Step 2 – Network Requirements Analysis**

The requirements analysis step will develop the requirements of the customers IT needs. The work will include but not limited to conducting meetings with each department head to determine what IT methods they are using at present and what IT plans each may have for the future. Determine the size of staff, location of staff, and any future moves to other locations. Develop a meeting agenda with questions that will be asked. The

## *Town of Front Royal Invitation for Bid #41*

### *Technical Services for IT Networking and Infrastructure*

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*agenda should be approved by the customer then distributed to each department head one week prior to the meeting.*

#### **Step 3 - Preliminary design**

*With the information obtained in step one and two, a Preliminary design can be developed. The preliminary design can be a phase upgrade approach or a complete IT renovation either of which would be developed and documented. This plan will be developed primarily by the contractor but will include a group of customer's employees. The phased plan is the most used and helps in long term budgeting. The phased plan will document triggers of when each phase should be implemented such as a failing switch or a move or renovation and etc.*

#### **Step 4 - Final Design**

*The customer will approve the preliminary IT plan. Once the one of the triggers of the phased plan occurs, Syntax will review the preliminary plan to make sure it is still accurate and then develop a detail design that will provide the most economical and technically sound solution for the customer. Syntax will present this detailed plan to the customer and provide any technical assistance required to understand the detailed plan.*

### **Implementation**

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*Syntax Communications uses a five step process, again, part of the communications lifecycle process, to implement a customer's IT solution. These steps are outlined below.*

#### **Pre proposal review**

*The pre proposal is one of the most important steps in the implementation process. Syntax will sit down with the customer and capture the customer's goals and expectations that they expect from the implementation.*

#### **Proposal**

*The proposal process will document the customer's goals and expectations and describe how Syntax will accomplish the scope of the project and pricing for the project.*

*Town of Front Royal Invitation for Bid #41*  
*Technical Services for IT Networking and Infrastructure*

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***Pre installation review***

*The pre installation review is the second most important step in the implementation process. This process will establish whether the project scope has changed, establish points of contact for the project, develop a time schedule, and make sure the budgeting is still in line with what was proposed.*

***Installation***

*The installation step will implement the proposal. Syntax will provide daily updates on the projects process during the installation and document any changes from the original proposal. Syntax will not implement any changes without written permission from the customer.*

***Project close down***

*At the end of the implementation, Syntax will work with the customer to provide any as-built documentation, testing documentation, or training as outlined in the proposal. Upon customer final acceptance of the project, Syntax will submit the final billing.*

*Town of Front Royal Invitation for Bid #41*  
*Technical Services for IT Networking and Infrastructure*

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***E - Equipment***

*Below is a partial list of equipment used by Syntax Communications, Inc.*

***Wireless network equipment***

*Fluke AirCheck Wi-Fi tester*

***Wired network equipment***

*Fluke EtherScope II network assistant*

***UTP Cable testing***

*Ideal Lantek cable certifier*

***Fiber Cable testing***

*Meson 850/1300um power meter and light source*

*Meson 850/1300/1550um power meter and light source*

*Noyes optical fiber scope*

***CATV testing***

*Holland Signal meter*

*Town of Front Royal Invitation for Bid #41*  
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***F - Costing***

*The tables in attachments A, B, and C of this proposal provide the labor, material, and Equipment unit prices that will be used during the first year of the project.*

*Invoice payments are required no greater than 30 days after the date of the invoice. Projects with durations greater than 3 months will be invoiced on a monthly basis throughout the project. Milestones will be setup prior to implementation with the customer to determine the monthly payment plan.*

*Prior to the end of each year's contract, Syntax Communications, Inc. will meet with the town to evaluate the next year's unit cost. Units pricing will increase by the inflation rate of that year on all items with the exception of cabling. Due to the constant increase of copper prices, copper cable prices will have to be evaluated at the time.*

*Travel expense will be charged only on emergency projects.*

*Town of Front Royal Invitation for Bid #41*  
*Technical Services for IT Networking and Infrastructure*

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***G - Contact Information***

*Single point of contact: Bob Williams*

[\*syntax@syntaxcomm.com\*](mailto:syntax@syntaxcomm.com)

*987 Auburn Court Front Royal, VA 22630*

*Phone: 540-622-3609*

*Fax: 540-636-4224*

*Town of Front Royal Invitation for Bid #41*  
*Technical Services for IT Networking and Infrastructure*

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**ATTACHMENT A**

**LABOR COSTS**

*The rates shown on attachment A include all charges for taxes, insurance, union, supervision, overhead and profit. These rates apply to all work performed on a straight time basis, eight (8) hours per day, Monday through Friday during normal business hours. Due to federal labor laws, OSP labor categories performed beyond eight (8) hours per day and all day Saturday will be billed at one and one-half (1-1/2) times the above stated rates. The rates shall be doubled for all work conducted on Sunday and the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day, or days celebrated in lieu thereof. Personnel called in for emergency work shall be paid travel time to and from their previous location which is billable at the above stated rates as well as expenses for the duration of the emergency.*

Attachment A  
Syntax Communications, Inc.

<b>Labor Classification</b>	<b>Hourly Rate</b>
Premise Distribution Technician	\$ 45.00
Premise Distribution Engineer	\$ 65.00
Foreman	\$ 75.00
Cable Splicer	\$ 75.00
Lineman	\$ 70.00
Installer Repairman	\$ 75.00
Equipment Operator	\$ 70.00
Labor	\$ 65.00
Groundman	\$ 45.00
Network Engineer	\$145.00
Network Engineer Senior	\$165.00

*Town of Front Royal Invitation for Bid #41*  
*Technical Services for IT Networking and Infrastructure*

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**ATTACHMENT B**  
**MATERIAL COST**

*The rates shown on attachment B include the part delivered to the Town IT office or to a location designated by the town.*

line #	Description	Part Number	Manufacture	UT	Cost	Notes:
<b>Station Jacks</b>						
SJ100	Jack USOC 1 port 6Wx6P fog white	OR-S21RJ25	Ortronics	ea	\$ 5.66	no substitute allowed
SJ200	Jack USOC 2 port 6Wx6P fog white	OR-S22RJ25	Ortronics	ea	\$ 12.12	no substitute allowed
SJ300	Jack CAT5 1 RJ45 1U 568B fog white	OR-S215E00	Ortronics	ea	\$ 7.97	no substitute allowed
SJ400	Jack CAT5 2 RJ45 1U 568B fog white	OR-S225E00	Ortronics	ea	\$ 12.12	no substitute allowed
SJ500	Jack CAT5 Track jack fog white	OR-TJ5E00	Ortronics	ea	\$ 5.33	no substitute allowed
SJ600	Jack CAT6 1 RJ45 1U 568B fog white	OR-S21600	Ortronics	ea	\$ 10.48	no substitute allowed
SJ700	Jack CAT6 2 RJ45 1U 568B fog white	OR-S22600	Ortronics	ea	\$ 15.34	no substitute allowed
SJ800	Jack blank inserts 1U seriesII fog white	OR-40300164	Ortronics	ea	\$ 0.40	no substitute allowed
SJ900	Jack CAT6 Track jack fog white	OR-TJ600	Ortronics	ea	\$ 7.48	no substitute allowed
SJ1000	Jack blank tracJack 10/pack	OR-42100002	Ortronics	ea	\$ 3.12	no substitute allowed
SJ1100	Jack wall mount phone track jack	OR-403STJ1WP	Ortronics	ea	\$ 8.29	no substitute allowed
SJ1200	Jack DB15-HD F/F VGA	OR-60900376	Ortronics	ea	\$ 19.97	no substitute allowed
SJ1300	Jack HDMI fog white	OR-60900372	Ortronics	ea	\$ 28.26	no substitute allowed
SJ1400	Jack F connectors 1 port 1U fog white	OR-60900017	Ortronics	ea	\$ 4.86	no substitute allowed
SJ1500	Jack F connectors 2 port 1U fog white	OR-60900020	Ortronics	ea	\$ 7.61	no substitute allowed
SJ1600	Jack faceplate single gang .5" low profile 3U fog white	OR-40300158	Ortronics	ea	\$ 1.83	no substitute allowed
SJ1700	Jack faceplate double gang standard profile 6U fog white	OR-40300159	Ortronics	ea	\$ 4.69	no substitute allowed
SJ1800	Jack surface mount box single gang fog white	OR-40300185	Ortronics	ea	\$ 3.84	no substitute allowed
SJ1900	Jack surface mount box double gang fog white	OR-40300186	Ortronics	ea	\$ 4.39	no substitute allowed
SJ2000	Jacks surface mount box 4U fog white	OR-404S22X2U	Ortronics	ea	\$ 4.93	no substitute allowed
SJ2100	Jacks surface mount box 3U fog white	OR-404S23U	Ortronics	ea	\$ 7.38	no substitute allowed
SJ2200	Jacks surface mount box 2U fog white	OR-404S21X1U	Ortronics	ea	\$ 3.21	no substitute allowed
SJ2300	Jacks surface mount box 1U fog white	OR-404S21U	Ortronics	ea	\$ 3.03	no substitute allowed
<b>Patch Panels</b>						
PP100	Patch panel 24 port CAT5e rack mount 1u	OR-PHD5E6U24	Ortronics	ea	\$ 137.36	no substitute allowed
PP200	Patch panel 48 port CAT5e rack mount 2u	OR-PHD5E6U48	Ortronics	ea	\$ 285.58	no substitute allowed
PP300	Patch panel 24 port CAT6 rack mount 1u	OR-PHD66U24	Ortronics	ea	\$ 177.84	no substitute allowed
PP400	Patch panel 48 port CAT6 rack mount 2u	OR-PHD66U48	Ortronics	ea	\$ 351.26	no substitute allowed
PP500	Patch Panel 12 port CAT6 Wall mount	PMP612H	Ortronics	ea	\$ 118.61	no substitute allowed

PP600	Patch Panel 12 port CAT5e Wall mount 66 body	PMP5e1289	Ortronics	ea	\$ 74.87	no substitute allowed
PP700	Rack Horz ca mgr 1U black 3.5" rings	34-208010	Gruber	ea	\$ 27.55	Or Equivalent provide specs
PP800	Rack Horz ca mgr 2U black 3.5" rings	34-207001	Gruber	ea	\$ 38.08	Or Equivalent provide specs
PP900	Rack Horz ca mgr 2U black 2" rings	OR-808044916	Ortronics	ea	\$ 57.63	Or Equivalent provide specs

**Patch Cords**

PC100	Patch cord CAT 5e - 1.5' - RJ45 - any color	551-110-1.5	Legrand	ea	\$ 3.52	USA made provide specs
PC200	Patch cord CAT 5e - 03' - RJ45 -any color	551-110-003	Legrand	ea	\$ 3.80	USA made provide specs
PC300	Patch cord CAT 5e - 05' - RJ45 - any color	551-110-005	Legrand	ea	\$ 4.06	USA made provide specs
PC400	Patch cord CAT 5e - 07' - RJ45 - any color	551-110-007	Legrand	ea	\$ 4.42	USA made provide specs
PC500	Patch cord CAT 5e - 14' - RJ45 - any color	551-110-014	Legrand	ea	\$ 5.32	USA made provide specs
PC600	Patch cord CAT 5e - 25' - RJ45 - any color	551-110-025	Legrand	ea	\$ 6.77	USA made provide specs
PC700	Patch cord CAT 5e - 50' - RJ45 - any color	551-110-050	Legrand	ea	\$ 10.09	USA made provide specs
PC800	Patch cord CAT 6 - 03' - RJ45 - any color	541-110-003	Legrand	ea	\$ 4.68	USA made provide specs
PC900	Patch cord CAT 6 - 05' - RJ45 - any color	541-110-005	Legrand	ea	\$ 4.95	USA made provide specs
PC1000	Patch cord CAT 6 - 07' - RJ45 - any color	541-110-007	Legrand	ea	\$ 5.33	USA made provide specs
PC1100	Patch cord CAT 6 - 07' - RJ45 - any color	541-110-007	Legrand	ea	\$ 5.33	USA made provide specs
PC1200	Patch cord CAT 6 - 14' - RJ45 - any color	541-110-014	Legrand	ea	\$ 6.34	USA made provide specs
PC1300	Patch cord CAT 6 - 25' - RJ45 - any color	541-110-025	Legrand	ea	\$ 7.96	USA made provide specs
PC1400	Patch cord CAT 6 - 50' - RJ45 - any color	541-110-050	Legrand	ea	\$ 11.58	USA made provide specs

**UTP cable**

UT100	Cable 4 pair CAT5e/350 CMR - 1000' Box Yellow	Lanmark350	Berk-Tek	1000 ft.	\$ 137.23	Or Equivalent provide specs
UT200	Cable 4 pair CAT5e/350 CMR - 1000' Box Yellow	Cobra 5e 52-240-65	Superior Essex	1000 ft.	\$ 138.57	Or Equivalent provide specs
UT300	Cable 4 pair CAT5e/350 CMP - 1000' reel yellow	Lanmark350	Berk-Tek	1000 ft.	\$ 242.67	Or Equivalent provide specs
UT400	Cable 4 pair CAT5e/350 CMP - 1000' reel yellow	Cobra 5e 52-241-68	Superior Essex	1000 ft.	\$ 228.57	Or Equivalent provide specs
UT500	Cable 4 pair CAT6 CMR - 1000' Box Blue	Lanmark 1000	Berk-Tek	1000 ft.	\$ 190.67	Or Equivalent provide specs
UT600	Cable 4 pair CAT6 CMR - 1000' Box Blue	DataGain 6 66-240-2A	Superior Essex	1000 ft.	\$ 194.29	Or Equivalent provide specs
UT700	Cable 4 pair CAT6 CMP - 1000' Box Blue	Lanmark 1000	Berk-Tek	1000 ft.	\$ 349.56	Or Equivalent provide specs
UT800	Cable 4 pair CAT6 CMP - 1000' Box Blue	DatatGain 6 66-240-2B	Superior Essex	1000 ft.	\$ 328.58	Or Equivalent provide specs

**Coax**

CX100	Coax RG6U Plenum coax white 1000'	RG6U-NP-60-FA-WH-FN-R-CMS	Comscope	1000 ft.	\$ 86.54	Or Equivalent provide specs
CX200	Coax RG6U non-plenum coax 1000'	RG6U-P-60-FA-TC-R-CMS	Comscope	1000 ft.	\$ 411.80	Or Equivalent provide specs

CX300	Coax RG59 w/ 18/2 plenum coax 1000'	RG59U-P-AQ-TC-R-CMS	Comscope	1000 ft.	\$ 573.33	Or Equivalent provide specs
<b>Fiber Optics</b>						
FO100	FO Patch Cord duplex 7/125 LC/LC 3M	820-LL7-009	Legrand	ea	\$ 31.38	USA made provide specs
FO200	FO Patch Cord duplex 50/125 LC/LC 3M	842-LL2-009	Legrand	ea	\$ 26.16	USA made provide specs
FO300	FO Patch Cord duplex 62/125 LC/LC 3M	820-LL2-009	Legrand	ea	\$ 25.57	USA made provide specs
FO400	FO cable 6 strand SM indoor/outdoor	006EWF-T4101D20	Corning	ft	\$ 870.92	Or Equivalent provide specs
FO500	FO cable 6 strand 50um indoor/outdoor	006SWF-T4180D20	Corning	ft	\$ 1,680.38	Or Equivalent provide specs
FO600	FO cable 12 strand SM indoor/outdoor	012EWF-T4101D20	Corning	ft	\$ 876.58	Or Equivalent provide specs
FO700	FO cable 12 strand 50um indoor/outdoor	012SWF-T4180D20	Corning	ft	\$ 2,502.70	Or Equivalent provide specs
FO800	FO cable 24 strand SM indoor/outdoor	024EWF-T4101D20	Corning	ft	\$ 1,050.17	Or Equivalent provide specs
FO900	FO cable 24 strand 50um indoor/outdoor	024SWF-T4180D20	Corning	ft	\$ 4,364.11	Or Equivalent provide specs
FO1000	FO cable 48 strand SM indoor/outdoor	048EWF-T4101D20	Corning	ft	\$ 1,414.67	Or Equivalent provide specs
FO1100	FO cable 96 strand SM indoor/outdoor	096EWF-T4101D20	Corning	ft	\$ 2,405.17	Or Equivalent provide specs
FO1200	FO connector LC 7 SM Unicam composite	95-200-99	Corning	ea	\$ 17.25	Or Equivalent provide specs
FO1300	FO Connector LC 50um Unicam composite	95-200-99	Corning	ea	\$ 14.46	Or Equivalent provide specs
FO1400	FO Fan out kit fiber optic 6 fibers 36" 900um	FAN-BT36-06	Corning	ea	\$ 13.69	Or Equivalent provide specs
FO1500	FO Fan out kit fiber optic 12 fibers 36" 900um	FAN-BT36-12	Corning	ea	\$ 16.28	Or Equivalent provide specs
FO1600	FO Patch Panel rack mount 1U connector panel w/o inserts	CCH-01U	Corning	ea	\$ 199.68	Or Equivalent provide specs
FO1700	FO Patch Panel rack mount 2U connector panel w/o inserts	CCH-02U	Corning	ea	\$ 237.43	Or Equivalent provide specs
FO1800	FO Patch Panel rack mount 4U connector panel w/o inserts	CCH-04U	Corning	ea	\$ 302.54	Or Equivalent provide specs
FO1900	FO Patch Panel Wall mount enclosure 19" 2U empty	WCH-02P	Corning	ea	\$ 80.91	Or Equivalent provide specs
FO2000	FO LC connector panel w/06 LC composite SM inserts	CCH-CP06-A9	Corning	ea	\$ 50.86	Or Equivalent provide specs
FO2100	FO LC connector panel w/12 LC composite SM Inserts	CCH-CP12-A9	Corning	ea	\$ 89.75	Or Equivalent provide specs
FO2200	FO LC connector panel w/06 LC composite 50um inserts	CCH-CP06-E4	Corning	ea	\$ 45.77	Or Equivalent provide specs
FO2200	FO LC connector panel w/12 LC composite 50um inserts	CCH-CP12-E4	Corning	ea	\$ 79.57	Or Equivalent provide specs
FO2300	FO Inner Duct 1" white corrugated w/rope CMP	CF4X1C-xxxx	Carlton	ft	\$ 1.91	Or Equivalent provide specs
FO2400	FO Inner duct 1" for UG application w/ pull rope	DF4X1C-xxxx	Carlton	ft	\$ 0.60	Or Equivalent provide specs
<b>Blocks &amp; Protectors</b>						
BP100	Block 110 - 100 pair wiring block w/ legs Kit	OR-110ABC5E100	Ortronics	ea	\$ 42.64	no substitute allowed
<b>Equipment Racks</b>						
RK100	Rack wall mount vert rack 2U	11583-719	Chatsworth	ea	\$ 87.36	Or Equivalent provide specs

RK200	Rack wall mount 19" swing gate - black - 24" deep 21U	11791-725	Chatsworth	ea	\$ 336.80	Or Equivalent provide specs
RK300	Rack wall mount 19" swing gate - black - 24" deep 41U	11792-725	Chatsworth	ea	\$ 448.79	Or Equivalent provide specs
RK400	Rack wall mount heavy duty kit	12795-701	Chatsworth	ea	\$ 93.33	Or Equivalent provide specs
RK500	Rack cabinet wall mount 36"h x 24"w x 25"d	EWMW362425	Hoffman	ea	\$ 717.81	Or Equivalent provide specs
RK600	Rack cabinet wall mount 72"h x 24"w x 25"d	EWMW722425	Hoffman	ea	\$ 1,287.79	Or Equivalent provide specs
RK700	Rack cabinet fan kit for EWMW racks	EDMF2	Hoffman	ea	\$ 127.49	Or Equivalent provide specs
RK800	Rack 19" x 84" x 3" channel 2 post	46353-703	Chatsworth	ea	\$ 255.03	Or Equivalent provide specs
RK900	Rack 19" x 7' x adjustable depth - 4 post black 45U	15211-703	Chatsworth	ea	\$ 492.43	Or Equivalent provide specs
RK1000	Rack ground bar	10610-019	Chatsworth	ea	\$ 53.69	Or Equivalent provide specs
RK1100	Ground bus	GB114212N	Harger	ea	\$ 64.05	Or Equivalent provide specs
RK1200	Rack cable manager two side ca. Trough 6" blk	11729-703	Chatsworth	ea	\$ 372.76	Or Equivalent provide specs
RK1300	Rack cable manager ca. Trough cover plastic	12188-001	Chatsworth	ea	\$ 181.52	Or Equivalent provide specs
RK1400	Rack cable manager ca. Trough cover metal	12664-701	Chatsworth	ea	\$ 101.97	Or Equivalent provide specs
RK1500	Rack Shelf 19"x15" black vented	40117-719	Chatsworth	ea	\$ 117.83	Or Equivalent provide specs
RK1700	Rack Shelf CPU black 2 post vented	11231-719	Chatsworth	ea	\$ 166.13	Or Equivalent provide specs
RK1800	Rack shelf adjustable 4 post 24" to 36" 200lbs	14072-719	Chatsworth	ea	\$ 134.10	Or Equivalent provide specs
RK1900	rack runway 12"x9'11.5" black	10250-712	Chatsworth	ea	\$ 83.40	Or Equivalent provide specs
RK2000	rack runway corner bracket	11959-715	Chatsworth	ea	\$ 74.46	Or Equivalent provide specs
RK2100	rack runway wall mount bracket 12"	11421-712	Chatsworth	ea	\$ 21.48	Or Equivalent provide specs
RK2200	Rack runway wall angle support kit 12"	11312-712	Chatsworth	ea	\$ 53.50	Or Equivalent provide specs
RK2300	rack runway to rack mounting plate 3"	10595-712	Chatsworth	ea	\$ 29.52	Or Equivalent provide specs
RK2400	rack runway to cabinet mounting brackets 12"	10506-712	Chatsworth	ea	\$ 70.17	Or Equivalent provide specs
RK2500	rack runway to cabinet mounting brackets 6"	10506-706	Chatsworth	ea	\$ 33.66	Or Equivalent provide specs
RK2600	Rack runway protective end caps	10642-001	Chatsworth	ea	\$ 6.49	Or Equivalent provide specs
RK2700	rack runway retaining post 8"h	10596-708	Chatsworth	ea	\$ 20.92	Or Equivalent provide specs
RK2800	Rack runway butt splice kit	11301-701	Chatsworth	ea	\$ 8.37	Or Equivalent provide specs
RK2900	rack runway butt splice kit 45 degree	11311-001	Chatsworth	ea	\$ 24.67	Or Equivalent provide specs
RK3000	Rack runway corner splice	11302-701	Chatsworth	ea	\$ 8.74	Or Equivalent provide specs
RK3100	Rack runway corner splice adjustable	10616-701	Chatsworth	ea	\$ 45.64	Or Equivalent provide specs

RK3200	rack runway J-bolt kit	11308-701	Chatsworth	ea	\$ 3.73	Or Equivalent provide specs
RK3300	rack runway feet	11309-701	Chatsworth	ea	\$ 27.79	Or Equivalent provide specs
RK3400	rack runway radius drop cross member	12100-712	Chatsworth	ea	\$ 28.28	Or Equivalent provide specs

**Cable tray**

CT100	Cable tray 2"h x 12"w x 10'l zinc	CF54/300EZ	Cablofil	ea	\$ 81.12	Or Equivalent provide specs
CT200	Cable tray 2"h x 6"w x 10'l zinc	CF54/150EZ	Cablofil	ea	\$ 66.82	Or Equivalent provide specs
CT300	Connectors (50 per bag) zinc	SWKEZ	Cablofil	bg	\$ 69.76	Or Equivalent provide specs
CT400	Corner zinc	EZT90KIT EZ	Cablofil	ea	\$ 17.98	Or Equivalent provide specs
CT600	single rod hanger zinc	FASPCH150 PG	Cablofil	ea	\$ 6.63	Or Equivalent provide specs
CT700	single rod hanger zinc	FASPCH200 PG	Cablofil	ea	\$ 9.80	Or Equivalent provide specs
CT500	single rod hanger zinc	FASPCH300 PG	Cablofil	ea	\$ 11.14	Or Equivalent provide specs
CT1000	Wall bracket for 6"	FASL150PG	Cablofil	ea	\$ 5.67	Or Equivalent provide specs
CT900	Wall bracket for 8"	FASP200PG	Cablofil	ea	\$ 5.60	Or Equivalent provide specs
CT1100	Wall bracket for 12"	FASL300PG	Cablofil	ea	\$ 9.52	Or Equivalent provide specs
CT1200	Wall mount brackets	FV1PG	Cablofil	ea	\$ 5.94	Or Equivalent provide specs
CT1300	Cable drop out 4"	CABLEXIT100PG	Cablofil	ea	\$ 5.71	Or Equivalent provide specs
CT1400	Hangers 12"	FASP400PG	Cablofil	ea	\$ 10.15	Or Equivalent provide specs
CT1500	Hangers 8"	FASP300PG	Cablofil	ea	\$ 8.41	Or Equivalent provide specs

**Network Equipment**

NE100	Switch 10/100/1000 8 port managed POE 1920-08G-POE+	JG922A	HP	ea	\$ 395.83	no substitute allowed
NE200	Switch 10/100/1000 24 port managed POE 1920-24G-POE+	JG926A	HP	ea	\$ 830.52	no substitute allowed
NE300	Switch 10/100/1000 24 port managed POE 1950-24G-2SFP+-2XGT-POE+	JG962A	HP	ea	\$ 1,126.62	no substitute allowed
NE400	Media Converter SC to TX 100Base SM	AT-MC103XL-10	Allied Telesis	ea	\$ 364.02	no substitute allowed
NE500	Access point	AP55	Sophos	ea	\$ 345.30	no substitute allowed
NE600	Access point	AP55C	Sophos	ea	\$ 344.69	no substitute allowed
NE700	Access point	AP100	Sophos	ea	\$ 750.06	no substitute allowed
NE800	Access point	AP100C	Sophos	ea	\$ 750.00	no substitute allowed
NE900	PDU - 110v20a	PDU1220	Tripp Lite	ea	\$ 108.49	no substitute allowed
NE1000	Network Surge suppresser - 8 outlet - 4 filter banks	ISOBAR 8 ultra	Tripp Lite	ea	\$ 57.71	no substitute allowed
NE1100	UPS smartpro 1000 tower	SU1000XLA	Tripp Lite	ea	\$ 510.92	no substitute allowed

NE1200 UPS smartpro 1500 rackmount 2U	SMART1500LCD	Tripplite	ea	\$ 227.87	no substitute allowed
NE1300 UPS smartpro 1500 rackmount 2U	SMART1500RM2U	Tripplite	ea	\$ 576.94	no substitute allowed
NE1400 UPS smartpro 1500 rackmount 2U	SMART1500RMXL2UA	Tripplite	ea	\$ 636.28	no substitute allowed
NE1500 UPS smartpro 2200 rackmount 2U	SMART2200RMXL2U	Tripplite	ea	\$ 908.87	no substitute allowed
NE1600 UPS smartpro 3000 rackmount 2U	SMART3000RMXL2U	Tripplite	ea	\$ 1,032.11	no substitute allowed
NE1700 UPS network card	SNMPWEBCARD	Tripplite	ea	\$ 223.68	no substitute allowed

**AV Equipment**

AV100 LCD wall mount bracket	PA730-S	Paramount	ea	\$ 41.82	no substitute allowed
AV200 Projector	IN2128HDA	InFocus	ea	\$ 872.95	no substitute allowed
AV300 Projector mounting kit	PRJ-PLTB	InFocus	ea	\$ 99.02	no substitute allowed
AV400 Projector ceiling mount	PRJ-MNT-UNIV	InFocus	ea	\$ 121.79	no substitute allowed
AV500 Projector adjustable extension arm 6-9"	PRJ-EXTARM-01	InFocus	ea	\$ 54.53	no substitute allowed
AV600 Projector adjustable extension arm 24-36"	PRJ-EXTARM-05	InFocus	ea	\$ 98.69	no substitute allowed
AV700 Screen 8' x 10'	40268	Da-Lite	ea	\$ 520.20	no substitute allowed
AV800 Screen wall mount brackets	40932	Da-Lite	ea	\$ 16.78	no substitute allowed

**Fire Stops**

FS100 Fire stop Smooth Penetrator 1"	SP-1	Unique	ea	\$ 19.50	Or Equivalent provide specs
FS200 Fire stop Smooth Penetrator 2"	SP-2	Unique	ea	\$ 28.60	Or Equivalent provide specs
FS300 Fire stop Smooth Penetrator 4"	SP-4	Unique	ea	\$ 58.50	Or Equivalent provide specs
FS400 Fire stop Threated Penetrator 1"	TP-1	Unique	ea	\$ 39.00	Or Equivalent provide specs
FS500 Fire stop Threated Penetrator 2"	TP-2	Unique	ea	\$ 58.50	Or Equivalent provide specs
FS600 Fire stop Threated Penetrator 4"	TP-4	Unique	ea	\$ 91.00	Or Equivalent provide specs

*Town of Front Royal Invitation for Bid #41*  
*Technical Services for IT Networking and Infrastructure*

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**ATTACHMENT C**  
**EQUIPMENT COSTS**

*The rates shown on attachment C include the unit price for any major equipment required for a project.*

Hourly Rate	Hourly Rate
Pick-up Truck	\$ 16.22
1-1/2 Ton Utility Truck	\$ 23.17
Dump Truck	\$ 23.69
Dump Truck Tandem Axle	\$ 37.09
Cable Splicers Bucket Truck	\$ 24.15
Telsta - Construction - T40	\$ 33.93
Digger Truck - Hydraulic	\$ 33.93
Vacuum Excavator Truck	\$ 54.00
Boom Truck	\$ 43.18
Rodding Truck	\$ 34.50
Tractor and Trailer	\$ 75.31
6 and 8 wheel Tag-along Trailer	\$ 5.58
Small Utility Trailer	\$ 3.97
Pole/Cable Combination Trailer	\$ 4.03
Hydraulic Cable Trailer - Truco	\$ 5.41
JD450 or equivalent with plow	\$ 44.39
JD850 or equivalent with plow	\$ 62.10
Vibratory Drop Plow	\$ 23.00
Trencher/Plow 40-60HP	\$ 32.55
Trencher/Plow 60+HP	\$ 37.78
Backhoe JD310 or equal	\$ 32.09

BH JD310 w/hyd. Hammer	\$ 41.10
Trackhoe - JD 490	\$ 54.45
Trackhoe-JD 490 w/hammer	\$ 83.38
Boring Machine - 4" - Push Machine	\$ 18.40
Air Comp to 185cfm with tools	\$ 16.10
Air Comp 185cfm to 600cfm with tools	\$ 32.28
Wacker - Tamper	\$ 12.36
Roller - Small	\$ 12.65
Water Pump - Generator – Manhole Blower	\$ 4.08
Hogg Davis Power Trailer or equal	\$ 13.80
Concrete Saw	\$ 9.20
Core Drill	\$ 9.20
Arrow Board	\$ 12.48
Hydraulic Capstan	\$ 7.71
Chipper	\$ 14.20
Farm tractor w/accessories	\$ 18.98
Fusion Machine	\$ 15.87
OTDR / Power Meter	\$ 18.52
Manhole Gas Tester	\$ 5.18
Vermeer 24x40 (Drill & Truck)	\$ 143.75
Vermeer 7x11A (Drill & Truck)	\$ 78.20
Vermeer 18x22 (Drill & Truck)	\$ 126.50

Vermeer D80	\$ 115.00
Welding Machine	\$ 6.90
Power Bucket	\$ 62.68
Skid Steer	\$ 20.70
Skid Steer - Milling Machine	\$ 27.60
Paver	\$ 18.92
4 Wheeler	\$ 8.34
Blacktop Zipper	\$ 25.88
Case Wheel Loader	\$ 53.71
Cable Blowers	\$ 51.18

*Town of Front Royal Invitation for Bid #41*  
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**ATTACHMENT D**  
**COMPANY INFORMATION FORM**

## RETURN OF THIS PAGE IS REQUIRED.

**PLEASE NOTE:** State Corporation Commission (SCC) registration requirements effective July 1, 2010 require that your proposal include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration, per the requirements in Sections 6.31 and 9.21. Please complete this Proof of Authority to Transact Business in Virginia form and submit it with your proposal. Failure to provide this information or providing inaccurate or purged information shall result in your proposal being rejected.

### State Corporation Commission Form

#### Virginia State Corporation Commission (SCC) Registration Information

Pursuant to VPPA §2.2-4311.2, the bidder must include the following information:

- is a corporation or other business entity with the following SCC identification number:  
05341128 -OR-
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -OR-
- is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel to this form.
- NOTE:** Check this circle if you have not completed any of the foregoing options but currently have pending before the SCC and application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. (The Town of Front Royal reserves the right to determine in its sole discretion whether to allow such waiver).

I certify the accuracy of this information.

Signed: Robert Williams Title: Principal Date: 01/07/2016

*Town of Front Royal Invitation for Bid #41*  
*Technical Services for IT Networking and Infrastructure*

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**ATTACHMENT E**  
**STATE CORPORATION COMMISSION FORM**

**THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH QUOTATION.**

In compliance with this Invitation for Bid and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed quotation.

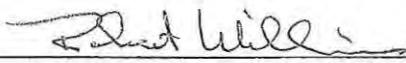
**LEGAL NAME & ADDRESS OF FIRM:**

Syntax Communications, Inc.

987 Auburn Court

Front Royal, VA 22630

By:



Company's Legal Name Authorized Representative - Signature in Ink

Printed Name: Robert Williams

Title: Principal

Date: 01/07/2016

Phone: 540-622-3609

Email: syntax@syntaxcomm.com

Fax: 540-636-4224

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Town of Front Royal, Virginia  
Work Session Agenda Form

Date: January 19, 2016

**Agenda Item:** Proposed Food Truck Code Amendments

**Summary:** Staff have developed proposed Code Amendments to Chapter 138 and Chapter 98 of the Town Code to provide expanded use of Food Trucks (Itinerant Merchants) in our community. The proposed Amendments focus regulations in Chapter 138 for sales through peddling, soliciting, or transient locations. Peddling refers to taking merchandise from one location to the next for the purpose of sales. Soliciting refers to visiting various locations to take orders for merchandise. Itinerant merchandising refers to locating at a temporary site for merchandise sales.

**Council Discussion:** Council is requested to review and consider at the proposed Code Amendment to expand the use of Food Trucks in our community.

**Staff Evaluation:** Individuals seeking to conduct sales regulated by Chapter 138 would be required to obtain a permit through the Town Manager's office prior to conducting sales. In addition, individuals would need to pay the appropriate business license fees and have a site approved by our Planning Department for itinerant merchandising. Food trucks would be permitted in all commercial district and at the Avtex property.

**Budget/Funding:** The Finance Director will be available to address fiscal issues.

**Legal Evaluation:** The Town Attorney will be available to address legal issues.

**Staff Recommendations:** Staff recommend that Council provide any suggestions to allow Council to consider the proposed Code Amendment.

**Town Manager Recommendation:** The Town Manager recommends that Council provide any suggestions to allow Council to consider the proposed Code Amendment.

**Council Recommendation:**

- Additional Work Session     Regular Meeting     No Action  
Consensus Poll on Action: \_\_\_(Aye) \_\_\_(Nay)



**AN ORDINANCE TO AMEND AND RE-ENACT FRONT ROYAL TOWN CODE  
SECTION 98-45 REGARDING LICENSING OF COMMERCIAL SOLICITORS  
AND  
SECTION 98-61 REGARDING LICENSING OF PEDDLERS AND ITINERANT  
MERCHANTS**

**98-45 LICENSING - COMMERCIAL SOLICITORS**

Any commercial solicitor as defined by Town Code Chapter 138 shall be subject to the following license taxes:

A. Commercial Solicitor License Tax

1. All Commercial Solicitors - \$50.00 per week, up to a maximum of \$200.00 per calendar year.
2. Any non-profit civic, charitable, or educational organization may receive a waiver of license tax upon application to and approval of the Front Royal Town Council.

B. Violation

Any commercial solicitor who shall solicit sales without a license shall be guilty of a Class 1 Misdemeanor and shall be fined not less than fifty dollars (\$50.00) nor more than two thousand five hundred dollars (\$2,500.00) for each offense, and in addition, shall be required to obtain the appropriate license from the Town.

C. Enforcement

It shall be the duty of the Police Officers and other Officers of the Town to enforce the provisions of this section and to have warrants issued against any person committing a violation.

**98-61 LICENSING – PEDDLERS & ITINERANT MERCHANTS**

Any peddler or itinerant vendor as defined by Town Code Chapter 138 shall be subject to the following license taxes:

A. Itinerant Merchant License Tax

1. Christmas Tree & Fireworks Vendors - \$100.00 per calendar year.
2. Fresh Farm Product Vendors - Farm grown by merchant exempt per Va. Code § 58.1-3717; if product is purchased by merchant and resold, merchant is considered an Itinerant Merchant.
3. All Other Itinerant Merchant - \$500.00 per calendar year.
4. Any non-profit civic, charitable, or bona-fide educational organization may receive a waiver of license tax upon application to and approval of the Front Royal Town Council.

5. Merchants selling food and merchandise during a Special Event that has been issued permit by the Town shall be exempt from the license tax.

B. Peddler License Tax

1. Fresh Farm Product Vendors - Farm grown by merchant exempt per Va. Code § 58.1-3717; if product is purchased by merchant and resold, merchant is considered a peddler.
2. All Other Peddlers - \$500.00 per calendar year.
3. Any non-profit civic, charitable, or bona-fide educational organization may receive a waiver of license tax upon application to and approval of the Front Royal Town Council.
4. The license tax authorized by this subsection shall not apply to a peddler who sells to licensed dealers or retailers only; a regular wholesaler dealer who shall at the same time sell or deliver merchandise to retail merchants; a distributor or vendor of motor fuels and petroleum products or seafood; or a manufacturer who is subject to Virginia tax on intangible personal property and who peddles only the goods, wares, or merchandise manufacture by him at a plant whose intangible personal property is taxed by the Commonwealth of Virginia.
5. Delivery of food or merchandise ordered by phone, internet, or mail from a fixed place of business issued a business license for operation shall be exempt from the license tax.

C. Violation

Any peddler or itinerant merchant who shall offer for sale or sell or barter without a license shall be guilty of a Class I Misdemeanor and shall be fined not less than fifty dollars (\$50) no more than two thousand five hundred dollars (\$2,500) for each offense, and in addition, shall be required to purchase the appropriate license from the Town.

D. Enforcement

It shall be the duty of the Police Officers and other officers of the Town to enforce the provisions of this section and to have warrants issued against any person committing a violation.

APPROVED:

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

ATTEST:

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

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted \_\_\_\_\_2016, upon the following recorded vote:

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

-----

A public hearing on the above was held on \_\_\_\_\_,2016 having been advertised in the Northern Virginia Daily on \_\_\_\_\_,2016 and \_\_\_\_\_,2016. The Ordinance was enacted at the Regular Meeting of the Town Council held \_\_\_\_\_2016, to become effective immediately.

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Approved as to form and legality:

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Douglas W. Napier, Town Attorney

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

**ORDINANCE TO AMEND AND RE-ENACT FRONT ROYAL TOWN CODE CHAPTER 138  
REGARDING PEDDLERS, SOLICITORS AND ITINERANT MERCHANTS**

**Chapter 138  
PEDDLERS, SOLICITORS AND ITINERANT MERCHANTS**

**138-1. Permit Required.**

To promote the safety of our residents, it shall be unlawful for any person to engage in the business of 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 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.

*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**

**138-3.1. Exemption from Permit Requirements.**

- A. The following shall be exempt from the permit requirements but shall be required to 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;
  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 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:
1. Name, date of birth, social security number (optional), contact phone number, 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.
  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.
  14. 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. Investigation and Issuance.**

Upon receipt of such application, the original shall be referred to the Town Manager, who shall make an investigation of the applicant's business responsibility and character.

- A. Unless the Town Manager determines otherwise after completion of an investigation, the Town Manager will issue the applicant a permit within thirty (30) 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 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. 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. Renewal**

Permits issued under the provisions of this Chapter shall be valid for the period requested, which shall in no event exceed ninety (90) days. All permits 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.

#### **138-7. Peddling and Itinerant Merchandising,**

No peddler 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 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 8:00 pm and 6:00 am except if operating through a Special Events Permit issued by the Town

- I. Leave a vehicle overnight at the approved location. All equipment must be removed from the site by the end of the business day, unless otherwise approved by the Town; and
- J. Leave any cart or table unattended on any public property, street, or sidewalk.

Each peddler and itinerant merchant 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. Place of Sale - Peddler & Itinerant Merchants**

- A. All peddlers and itinerant merchants may only be located 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.
- B. It shall be unlawful for any 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. Residence Door-to-Door Hours.**

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

### **138-10. Exhibition of Permit or Exemption Letter.**

Peddlers or itinerant merchants are required to conspicuously display their permits at their vehicles or temporary stands or if they have none, to exhibit their permits or exemption letter upon request.

### **138-11. Records.**

The Town Manager shall maintain a record for each permit issued, and record the reports of violation thereon.

### **138-12. 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.

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).
  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.
  5. Any violation of this Chapter or of 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.

### **138-13. Appeal.**

- 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. 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. Penalty for Violation of Chapter.**

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

**138-16. 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.

APPROVED:

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

ATTEST:

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

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted \_\_\_\_\_, 2016, upon the following recorded vote:

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

-----  
A public hearing on the above was held on \_\_\_\_\_, 2016 having been advertised in the Northern Virginia Daily on \_\_\_\_\_, 2016 and \_\_\_\_\_, 2016. The Ordinance was enacted at the Regular Meeting of the Town Council held \_\_\_\_\_, 2016, to become effective immediately.

Approved as to form and legality:

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

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

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Town of Front Royal, Virginia  
**Work Session Agenda Form**

Date: January 19, 2016

**Agenda Item:** Request to Purchase Town iPad

**Summary:** Staff have received a request from former Councilman Daryl Funk to purchase the iPad that he was provided for use during his term on Council.

**Council Discussion:** Council is requested to consider the request from Daryl Funk to purchase the Town issued iPad.

**Staff Evaluation:** Fair market value for the iPad is \$320, and the cost to the Town to purchase a new iPad is \$529. The iPad would need to be restored to factory setting and the Town purchased software removed.

**Budget/Funding:** The Finance Director will be available to address fiscal issues.

**Legal Evaluation:** The Town Attorney will be available to address legal issues.

**Staff Recommendations:** Staff recommend that Council determine if sale of the Town issued iPad should be considered.

**Town Manager Recommendation:** The Town Manager recommends that Council determine if sale of the Town issued iPad should be considered.

**Council Recommendation:**

- Additional Work Session     Regular Meeting     No Action  
Consensus Poll on Action: \_\_\_(Aye) \_\_\_(Nay)

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## Town of Front Royal, Virginia Work Session Agenda Form

Date: January 19, 2016

**Agenda Item:** Future power block purchases for 2021-2024

**Summary:** Staff continues to evaluate and monitor the wholesale market along with new generation assets to fill the needs of energy supply to the community. Currently the Town has unsecured energy needs beyond the year of 2020.

**Council Discussion:**

**Staff Evaluation:** Staff has been evaluating over the past months on procuring additional blocks of power for years beyond 2020 and with the current wholesale market, its advantageous to secure our needs through 2024 to control cost and reduce risk to the open market.

**Budget/Funding:**

**Legal Evaluation:**

**Staff Recommendations:** Staff is currently finalizing term sheets (i.e. prices) and will supply detailed information at the work session along with recommendations to Council.

**Town Manager Recommendation:**

**Council Recommendation:**

Additional Work Session     Regular Meeting     No Action  
Consensus Poll on Action: \_\_\_(Aye) \_\_\_(Nay)

Work Session

**TOWN OF FRONT ROYAL, VIRGINIA**

**RESOLUTION/ORDINANCE NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE EXECUTION  
OF THE 2021-2024 FIXED VOLUME ENERGY SUPPLY SCHEDULE  
WITH AMERICAN MUNICIPAL POWER, INC. (“AMP”)**

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

WHEREAS, in order to satisfy the electric energy requirements of its electric utility system, the Municipality has heretofore purchased economical and reliable energy from AMP, an Ohio non-profit corporation, of which the Municipality is a member, or has heretofore purchased energy arranged by AMP;

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

WHEREAS, Municipality has executed a Master Services Agreement with AMP which sets forth the general terms and conditions for the provision of power supply and other services by AMP to the Municipality;

WHEREAS, AMP will negotiate with one or more reputable and financially sound third party power suppliers to enter into an agreement(s) to purchase electric energy in various megawatt (“MW”) or megawatt hour (“MWh”) blocks for a term beginning on January 1, 2021 and ending no later than December 31, 2024, all of which will provide an economical source of electric energy (herein “Long Term Energy Purchase(s)”) for Municipality;

WHEREAS, AMP, on behalf of the Municipality, desires to purchase from third party supplier(s) and then to resell the energy available from these Long Term Energy Purchase(s) on a long term basis to Municipality at contract cost (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs, or AMP service fees) not to exceed \$50.00 per MWh for 7x24 purchases;

WHEREAS, AMP, has prepared and delivered to the Municipality the form of a 2021-2024 Fixed Volume Energy Supply Schedule, pursuant to which the Municipality may purchase energy; and

WHEREAS, AMP has provided and will continue to provide appropriate personnel and information regarding the Long Term Energy Purchase(s) to the Municipality, as such officers and representatives of the Municipality deem necessary or appropriate, to enable the Municipality to evaluate the benefits and risks of the Long Term Energy Purchase(s), to take actions contemplated by the resolution hereinafter set forth and to determine that the same are in the public interest.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA.

SECTION 1. That the form of the 2021-2024 Fixed Volume Energy Supply Schedule between this Municipality and AMP, substantially in the form attached hereto as Exhibit 1, is approved, subject to and with any and all changes provided for herein and therein.

SECTION 2. That the Director of Energy Resource Management be authorized to execute the 2021-2024 Fixed Volume Energy Supply Schedule and to acquire the Municipality's energy from one or more Long Term Energy Purchase(s), each with a term beginning on January 1, 2021 and ending no later than December 31, 2024, and with a third party contract price (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs, or AMP service fees) not to exceed

\$50.00 per MWh for 7x24 purchases, from AMP, and is further authorized to execute and deliver any and all documents necessary to participate in one or more Long Term Energy Purchase(s), pursuant to the conditions set forth herein for a term beginning on January 1, 2021 and ending no later than December 31, 2024, as set forth in the 2021-2024 Fixed Volume Energy Supply Schedule; provided, however, that (i) the total MW for all such 7x24 purchases under the 2021-2024 Fixed Volume Energy Supply Schedule shall not exceed 3 MW.

SECTION 3. That competitive bidding is not required on the Municipality's acquisition of its right to secure energy under the 2021-2024 Fixed Volume Energy Supply Schedule, and in the event any competitive bidding requirements are applicable, any such competitive bidding requirement that might otherwise be applicable, are hereby waived.

SECTION 4. That is it found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of a quorum of the Council, and that all deliberations of this Council and of any its committees that resulted in such formal action, were held in meetings open to the public, in compliance with all legal requirements.

SECTION 5. If any section, subsection, paragraph, clause or provision or any part thereof of this shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this resolution shall be unaffected by such adjudication and all the remaining provisions of this resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 6. That this resolution shall take effect at the earliest date allowed by law.

**TOWN OF FRONT ROYAL, VIRGINIA  
2021-2024 FIXED VOLUME ENERGY SUPPLY SCHEDULE**

**AMP Contract No. \_\_\_\_\_**

**A Schedule to  
American Municipal Power, Inc.  
and  
Town of Front Royal, Virginia**

**Master Service Agreement No. C-12-2007-6255**

WHEREAS, the Town of Front Royal, Virginia (“Municipality”) and American Municipal Power, Inc. (“AMP”), collectively (“Parties”), have entered into a Master Service Agreement (“Agreement”) under which certain services may be provided under schedules thereto;

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

WHEREAS, AMP will negotiate with one or more reputable and financially sound third party power suppliers to enter into an agreement(s) to purchase electric energy in various megawatt (“MW”) or megawatt hour (“MWh”) blocks for a term beginning on January 1, 2021 and ending no later than December 31, 2024, all of which will provide an economical source of electricity energy (herein “Long Term Energy Purchase(s)”) for Municipality; and

NOW, THEREFORE, in consideration of the conditions, terms and covenants hereinafter contained, the Parties hereto do hereby mutually agree as follows:

**ARTICLE I**

**TERM**

Subject to the conditions contained herein, this Schedule shall be for a term beginning on January 1, 2021 and ending no later than December 31, 2024.

**ARTICLE II**  
**CONTRACT QUANTITIES AND RATE**

**SECTION 201 - CONTRACT QUANTITIES:** For the compensation hereinafter set forth, and pursuant to the terms and conditions contained herein, AMP shall arrange for the delivery of energy to the Municipality. The Municipality shall be invoiced and responsible for paying, and AMP is entitled to receive as compensation, the following:

- A. Actual monthly transmission fees, congestion charges, ancillary services, unforced capacity charges, losses, customer charges, security costs, replacement energy, and taxes or other such costs incurred by AMP to deliver the energy to the Municipality's Delivery Point; and
- B. AMP's Service Fee B, as defined in the Agreement, for all energy sold or arranged for and delivered pursuant to this Schedule, unless the same is paid for under another power supply schedule; and
- C. The contract rates or fees that AMP pays or incurs for each MW or MWh of energy supplied to the Municipality, as set forth in Appendix A.

The Long Term Energy Purchases anticipated to be executed as transaction confirmations between AMP and third party power suppliers for the benefit of Municipality are listed in the following table. The Municipality's Authorized Representative as designated in Section 402 (or his/her designee) shall be authorized to approve purchases (and execute necessary transaction confirmations) of energy with a term beginning on January 1, 2021 and ending no later than December 31, 2024 as set forth in the table below. Additionally, the third party power supply contract prices of all energy purchases made under this Schedule (excluding any taxes, transmission costs, replacement energy,

losses, congestion costs, security costs, or AMP service fees) shall not exceed \$50.00 per MWh for 7x24 purchases.

Term	Total Planned Purchase	Description	Days/Week	Hours/Day	Supplier
Jan 2021 – Dec 2024	3 MW	<b>7x24</b>	Sunday – Saturday	24	TBD via steps 1 – 4 below

### Section 202 – Procedures for Authorization of Energy Supply Acquisition and Sale

It is understood and anticipated that AMP may throughout the term of this Schedule, enter into energy purchase transaction confirmations or other arrangements on behalf of the Municipality, subject to the approval of Municipality's Authorized Representative, to implement the Long Term Energy Purchases contemplated in Section 201 of this Schedule. The steps that will be followed in securing such Long Term Energy Purchases are set forth below.

At the time that AMP recommends that a Long Term Energy Purchase should be finalized, the following shall take place:

1. Authorized personnel of AMP shall confer with the Municipality's Authorized Representative (or his/her designee) on a recorded telephone line or through E-mail, regarding AMP's recommended Long Term Energy Purchases that meet the requirements of Section 201 and the table set forth therein prior to executing a transaction confirmation with a third party power supplier. AMP will provide power supply recommendations to Municipality's Authorized Representative based upon the best market information available to AMP at the time any conferring takes place.

2. If the Municipality's Authorized Representative approves AMP's recommendation and authorizes acquisition of the Long Term Energy Purchase

over a recorded telephone line or through E-mail, then AMP shall acquire the Long Term Energy Purchase on behalf of the Municipality subject to the effective date and other terms and conditions approved by the Municipality's Authorized Representative.

3. AMP will enter into a transaction confirmation or other arrangement with the authorized and approved third party power supplier as soon as reasonably possible after approval is received as set forth above.

4. Once a Long Term Energy Purchase is finalized and transaction confirmation executed, a copy of the transaction confirmation between the supplier and AMP shall be added to Appendix A and become part of this Schedule.

5. Municipality's Authorized Representative shall execute a transaction confirmation with AMP. A copy of the Member transaction confirmation shall be added to Appendix B and become part of this Schedule.

**ARTICLE III**  
**DELIVERY POINT**

The delivery point(s) for electric energy to be delivered hereunder ("Point of Delivery" or "Delivery Point") shall be the Municipality's interconnections with PJM, or its successor.

**ARTICLE IV**  
**GENERAL**

**SECTION 401 - FIRMNESS OF SUPPLY:** Firmness of supply under this Schedule shall be equal to the firmness provided by the energy supply schedules and transmission service arrangements executed by AMP, which are utilized to provide energy under this

Schedule.

AMP's obligations hereunder are specifically dependent upon the performance of the suppliers listed in Appendix A or otherwise agreed to by the Parties. In the event of default of a power supplier (hereinafter "Supplier Default"), AMP shall provide replacement energy to Municipality and Municipality shall pay any cost difference (if any) of the replacement energy (or, if the cost of replacement energy is less, then Municipality shall pay that lower cost). Should a third party supplier default to such a degree that the agreement by and between that third party supplier and AMP is terminated, AMP shall use its best efforts to execute an alternate energy supply agreement, with another supplier unless otherwise agreed to in writing by Municipality.

Notwithstanding the foregoing, AMP agrees that it will notify Municipality promptly of any Supplier Default which may result in AMP's purchase of replacement energy for Municipality AMP also agrees that in an event of a Supplier Default, AMP shall take all appropriate legal action to enforce the terms of AMP's contracts with the defaulting supplier and/or seek appropriate damages from supplier on Municipality's behalf. Municipality is, and shall be, third party beneficiary of such legal action and will be reimbursed or credited by AMP a *pro rata* share of any net recoveries against the defaulting supplier or Municipality's increased costs occasioned by the Supplier Default, whichever is less.

Municipality specifically acknowledges that although energy made available from the supplies listed in Appendix A or otherwise agreed to by the Parties are intended to be the primary source of energy pursuant to this Schedule, AMP may, from time to time, substitute for actual delivery purposes other energy; provided that such substitute energy be of a similar firmness and reliability as that made available under the third party power supplier transaction confirmation(s) and further provided that such substitution does not result in increased costs to Municipality.

When third parties providing firm transmission service interrupt deliveries from AMP to Municipality, AMP will use commercially reasonable efforts to deliver energy across other parties' transmission systems if interruptions occur from the primary firm transmission

provider's system.

All other terms and conditions of the Agreement between AMP and the Municipality that are not consistent with the terms and conditions of this Schedule shall be applicable as if fully restated herein.

SECTION 402 – AUTHORIZED REPRESENTATIVE: The Municipality's Representative shall be the Director of Energy Resource Management or the Director's designee until modified by written notice to AMP by the Municipality.

**TOWN OF FRONT ROYAL, VIRGINIA**

**AMERICAN MUNICIPAL POWER, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

Legal Counsel

John W. Bentine, Senior VP/General Counsel

**APPENDIX A**  
*(TO COME)*

**APPENDIX B (SAMPLE)**

SAMPLE

AMP Contract No. C \_\_\_\_\_

\_\_\_\_\_, 2015

City of \_\_\_\_\_

\_\_\_\_\_ Main Street

\_\_\_\_\_, OH xxxxx

ATTN: \_\_\_\_\_

The purpose of this Transaction Confirmation ("Confirmation") is to confirm the written agreement reached on \_\_\_\_\_ between American Municipal Power, Inc. (AMP) and Municipality.

This Confirmation is being provided pursuant to and in accordance with the Master Service Agreement (AMP Contract Number C \_\_\_\_\_) and Schedule (AMP Contract Number C \_\_\_\_\_) dated \_\_\_\_\_ between AMP and Municipality. This constitutes part of and is subject to the terms and conditions of such Master Services Agreement and Schedule. All terms and conditions of the Master Service Agreement and Schedule in effect between the Parties shall be applicable to this Confirmation unless such term or condition is in express conflict with a term or condition of this Confirmation, in which case the term or condition of this Confirmation shall prevail.

The commercial terms of this Transaction are as follows:

Trade Date: \_\_\_\_\_

Buyer: City of \_\_\_\_\_

Seller: American Municipal Power, Inc.

Supplier: \_\_\_\_\_

Commodity: Firm Physical Power with Liquidating Damages

Term: \_\_\_\_\_

Delivery Period: \_\_\_\_\_

Hourly Schedule:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	___	___	___	___	___	___	___	___	___	___	___	___

Energy Rate: \$ \_\_\_\_\_

Delivery Point: \_\_\_\_\_

Please confirm that the aforementioned correctly sets forth the terms and conditions of our written agreement by executing and returning via facsimile to the attention of Director of Energy Marketing at (614) 540-1080.

**CITY OF** \_\_\_\_\_

**AMERICAN MUNICIPAL POWER, INC.**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

By: \_\_\_\_\_ Dated: \_\_\_\_\_

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# Canopy Lights 2015 Summary

- Develop RFP for Engineering Services – March/April
- RFP for Engineering Services – May
- Selected firm and negotiated price – June
- Council Approval – July
- Design phase – August/September
- Letter to property owners – September
- Registered letter to property owners – November

# Canopy Lights

- Response as of 1/6/16
  - 3 – Yes
  - 3 – No
  - 9 – No response
  
- Engineering Firm evaluated an alternative design with the three approvals
  - Unachievable due to span lengths and angles that would result in excessive loading of structures.



**TOWN OF FRONT ROYAL**  
**DEPARTMENT OF ENERGY SERVICES**  
P.O. BOX 1560  
FRONT ROYAL, VIRGINIA 22630-1560

JOSEPH E. WALTZ  
Director  
(540) 635-3027  
jwaltz@frontroyalva.com

November 24, 2015

Failmezger Group, LLC  
636 River Ridge Road  
Middletown, VA 22645

RE: Main Street Lighting Program – 120, 122, 124 E. Main Street

Dear Property Owner:

The Town of Front Royal is currently working on a Canopy lighting program along Main Street to enhance the experience of visiting and shopping the Downtown area. The Town has currently installed three separate areas along Main Street to provide canopy lighting. In an effort to complete the canopy along Main Street from Crescent Street to Chester Street your property has been identified as possible attachment points to complete the project.

The Town is inquiring on your interest and participation in this program to allow the Town to complete its design and installation of a canopy lighting system. If you choose to participate, the Town would install an anchor in compliance with the building code on your building to span Main Street with cable to support the lighting. The installation and maintenance of the anchor, cable, and lighting will be conducted by Town staff.

If you are willing to participate, please complete the attached agreement and return it to our office by mail, fax (540-635-5497) or email ([jwaltz@frontroyalva.com](mailto:jwaltz@frontroyalva.com)). If you should have any questions, please contact our office at (540) 635-3027. We would appreciate hearing from you whether you're willing to participate or not.

Thank you for your assistance in improving our Downtown streetscape.

Sincerely,

A handwritten signature in black ink that reads "Joseph E. Waltz". The signature is written in a cursive style with a large, sweeping initial "J".

Joseph E. Waltz  
Director



**TOWN OF FRONT ROYAL**  
**DEPARTMENT OF ENERGY SERVICES**  
P.O. BOX 1560  
FRONT ROYAL, VIRGINIA 22630-1560

JOSEPH E. WALTZ  
Director  
(540) 635-3027  
jwaltz@frontroyalva.com

M D J Family, LLC  
P.O. Box 6120  
Lynchburg, VA 24505

RE: Main Street Lighting Program – 125 E. Main Street

Dear Property Owner:

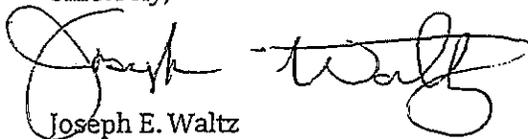
The Town of Front Royal is working with property owners on Main Street to enhance the experience of visiting and shopping Downtown through the installation of overhead lighting. To accomplish this Tourism Project, your property has been identified as an attachment point along Main Street to support the canopy overhead lights.

The Town is requesting your participation in this program to allow the Town to install an anchor in compliance with the building code on your building to span Main Street with cable to support the lighting. The installation and maintenance of the anchor, cable, and lighting will be conducted by Town staff.

If you are willing to participate, please complete the attached agreement and return it to our office. If you should have any questions, please contact our office or Carey Saffelle at (540) 635-3027.

Thank you for your assistance in improving our Downtown streetscape.

Sincerely,

  
Joseph E. Waltz  
Director

9/22/15  
Carey -  
FYI, copy of letter  
sent sat to owners.  
Joe



TOWN OF FRONT ROYAL  
 OFFICE OF THE TOWN MANAGER  
 ADMINISTRATION BUILDING  
 P.O. BOX 1560  
 FRONT ROYAL, VIRGINIA 22630-1560

STEVEN M. BURKE, PE  
 Town Manager  
 (540) 635-8007  
 (540) 636-7475 (Fax)  
 sburke@frontroyalva.com

**LIGHTING ANCHOR ATTACHMENT  
 WAIVER & RELEASE OF LIABILITY**

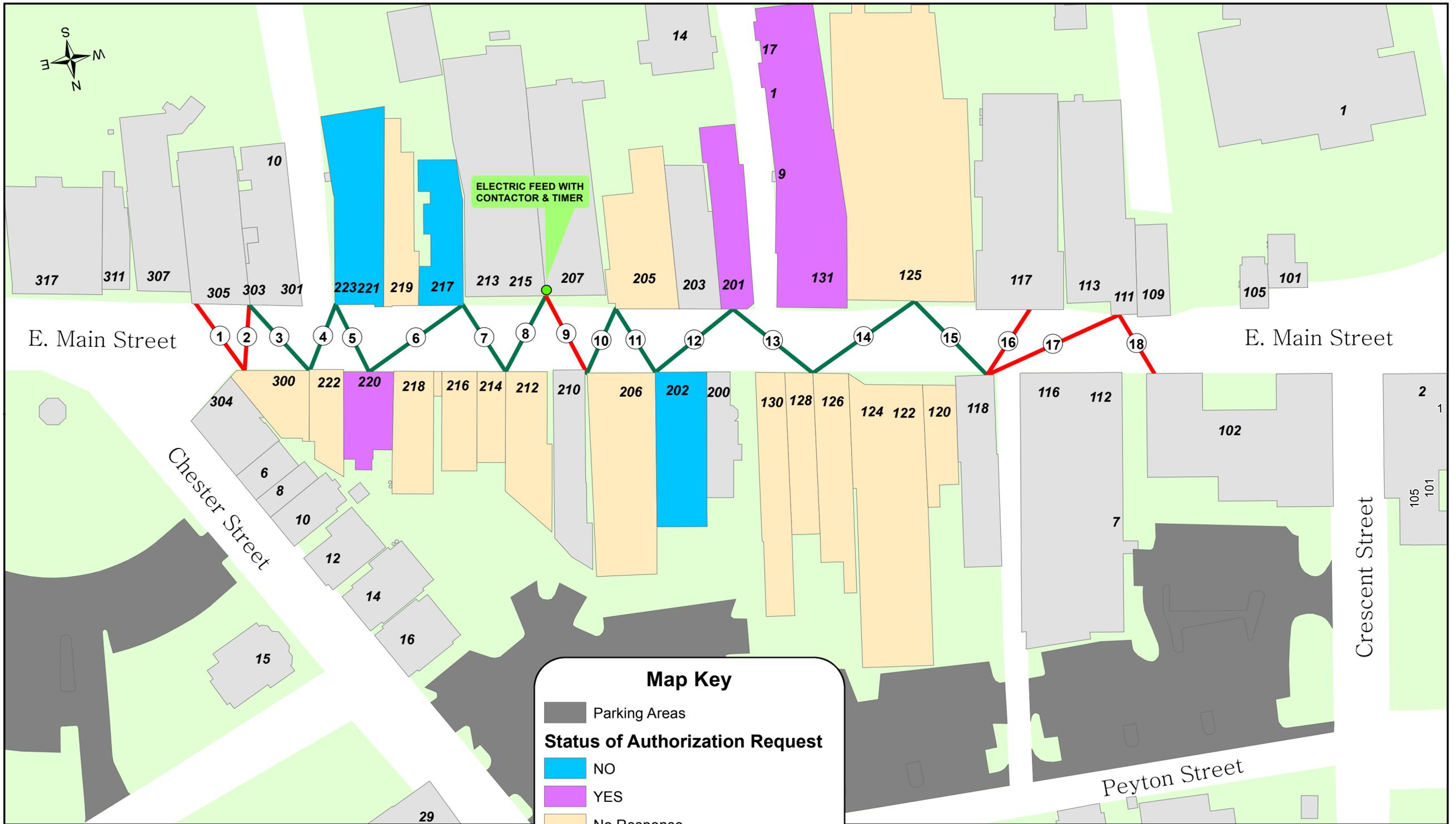
The Town of Front Royal, Virginia is working with property owners on Main Street to enhance the experience of visiting and shopping Downtown through the installation of overhead lighting. To accomplish this Tourism Project, the Town needs to install an anchor in compliance with the Building Code, as inspected by the Warren County Building Official, on your building to span Main Street with cable to support the lighting.

The installation and maintenance of the anchor, cable, and lighting will be conducted by Town staff. Town staff will need to install the anchor into the structure of your building to support the cable.

NOW THEREFORE, in consideration of the property owner's desire to participate in the Downtown Lighting Program, the property owner(s) hereby agree as follows:

The property owner(s) for themselves, their successors, assigns, personal representatives, and heirs do hereby release the Town of Front Royal, its officers, officials, agents, employees, and contractors from any and all damage or injuries, as well as any claims by third parties, and further agree to indemnify and hold harmless the Town of Front Royal, its officers, officials, agents, employees, and contractors of and from any liability including attorneys fees and expenses, which may arise from the installation and maintenance of the lighting anchors.

Property Address:		
Property Owner: (print)		
Property Owner: (signature)		Date:
Property Owner: (print)		
Property Owner: (signature)		Date:
Witness: (signature)		Date:



**Segment Number & Length**

1 - 58 ft.	7 - 60 ft.	13 - 75 ft.
2 - 48 ft.	8 - 65 ft.	14 - 95 ft.
3 - 65 ft.	9 - 60 ft.	15 - 85 ft.
4 - 55 ft.	10 - 60 ft.	16 - 60 ft.
5 - 60 ft.	11 - 60 ft.	17 - 102 ft.
6 - 55 ft.	12 - 55 ft.	18 - 52 ft.

**Map Key**

- Parking Areas
- Status of Authorization Request**
  - NO
  - YES
  - No Response
  - Not Included in Request
- Overhead Light Strand Segments**
  - Existing Segment
  - Proposed Segment

LEDS14 LIGHT BULBS - MEDIUM BASE - FACETED BULB - WARM WHITE

**Town of Front Royal, Virginia**  
**East Main Street**  
**Overhead Light Strand Location**

PREPARED BY THE TOWN OF FRONT ROYAL  
 DEPARTMENT OF PLANNING & ZONING  
 AUGUST 2015  
 REVISED 4 JANUARY 2016

D.G. Merchant, Cartographer

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