



TOWN COUNCIL REGULAR WORK SESSION

MONDAY, May 5, 2025 @ 7:00PM

Town Hall Conference Room

View meeting online LIVE at <https://www.frontroyalva.com/673/Town-Hall-Live>

1. Roll Call
2. Atlantic Union Bank Presentation Pertaining to the Town's Investments — *BJ Wilson*
3. FY25-26 Proposed Budget Additional Discussion — *BJ Wilson*
 - FY26 Appropriation Ordinance (Budget)
 - Ordinance Amendments to Chapter 134 Sewer and Water Rates to Increase Rates
 - Ordinance Amendment to Chapter 12-2 Public Works Fees to Increase in Septic Tank Waste
4. NEW BUSINESS
 - A. FY25 Budget Amendment & Transfer for Automated School Speed Camera Revenue— *BJ Wilson*
 - B. Stafford One Investments Request for Water and Sewer in Rt. 522 Corridor for Industrial Use — *Robbie Boyer*
 - C. Special Use Permit Submitted by Warren Coalition for a Lodging House at 506 N. Royal Avenue - *Lauren Kopishke*
 - D. Special Use Permit Submitted by Divinum Auxilium Academy for a Private School at 16 N. Royal Ave — *L Kopishke*
 - E. Ordinance Amendment to Chapters 175-37 and 148-1100 Pertaining to Fees, Charges, Expenses — *Lauren Kopishke*
 - F. Proposed Text Amendment to Permit Lodging Houses in the R-1 Zoning District by Special Use Permit — *L Kopishke*
5. UNFINISHED BUSINESS
 - A. Request for an Easement on Town Property from Donald Stallings near Duck Street — *Joe Petty*
6. ADJOURN



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: May 5, 2025

Item# 02

Agenda Item: Atlantic Union Bank Presentation

Summary: The Town solicited procurement for cash management services and Council awarded a contract to Atlantic Union Bank in July 2024 for a period of five years.

Representatives from Atlantic Union Bank will provide a presentation to Town Council regarding the Town's accounts and will provide information regarding a new investment pool for localities that Atlantic Union Bank has created.

Budget/Funding: N/A

Staff Recommendation: Staff recommends discussing any questions or concerns regarding the Town's cash management services provided by Atlantic Union Bank.

Town of Front Royal
Fixed Income Investment Review

May 5, 2025

Atlantic Union Bank Team



Mitch York, CFA®

Chief Investment Officer
Asset Management
Richmond

mitch.york@aubwm.com

As CIO, Mitch oversees and directs all areas of investment management for the firm. His 25 years of investment leadership include co-founder and CIO of Wertz York Capital Management (dba Deep Blue Investment Advisors), where he managed approximately \$2 billion in Florida municipal client investments, including the Florida Fixed Income Investment Trust. Mitch is a graduate of the University of South Florida with a M.A. in Economics in addition to a B.B.A. in Finance from Eastern Kentucky University. He also holds the designation of Chartered Financial Analyst (CFA) and is a member of the CFA Institute and the CFA Society of Virginia.



John Ockerman, CFA®

Director of Fixed Income
Asset Management
Richmond

john.ockerman@aubwm.com

John brings over 15 years of financial services experience to Atlantic Union Bank. He leads the development and management of pooled fixed-income funds and individually tailored cash management solutions. Previously, John managed the Virginia Treasury LGIP and LGIP Extended Maturity as well as the State's main operating account. He served on the Board of Directors of the Virginia College Savings Plan as designee for the Treasurer of Virginia. John holds a Bachelor of Business Administration (BBA) from the College of William and Mary and the Chartered Financial Analyst (CFA) designation.



R. Michael Snow

Senior Portfolio Manager
Asset Management
Christiansburg

michael.snow@aubwm.com

Mike has over two decades of experience in the industry, and has focused the last 14 years on investment management and planning for non-profit organizations and institutional clients. Mike joined the team in 2013 after working in the Wealth Management division of SunTrust, where his career dated back to 1998. As a member of the Investment Strategy Committee, Mike assists with research on equities and fixed income investments, and plays a lead role in due diligence for mutual funds. He is a graduate of the Pamplin College of Business at Virginia Tech with a B.S. in Finance and a concentration in Accounting.

All Town of Front Royal accounts managed by Atlantic Union Bank are in compliance with the Investment of Public Funds Act (§2.2-4500), the Town's investment policies, earn a competitive return, and are managed by the most experienced team in the state.

All Town funds are fully invested at all times.

Town of Front Royal Account Balances as of 03/31/2025*Town of Front Royal Agency**Account: XXXXX2011*

Market value:	\$34,982,450.92
Total Return Last 12 Months:	4.85%
Yield to Maturity:	4.32%
Avg S&P Rating:	AA+
Avg Moody's Rating:	Aa2

*Town of Front Royal - Electric**Account: XXXXX3010*

Market value:	\$1,761,597.13
Total Return Last 12 Months:	5.10%
Yield to Maturity:	4.27%
Avg S&P Rating:	AA+
Avg Moody's Rating:	Aaa

Copyright © 2025, Moody's Analytics, Inc. and its licensors.
Please see end of report for the full Moody's Analytics disclaimer.

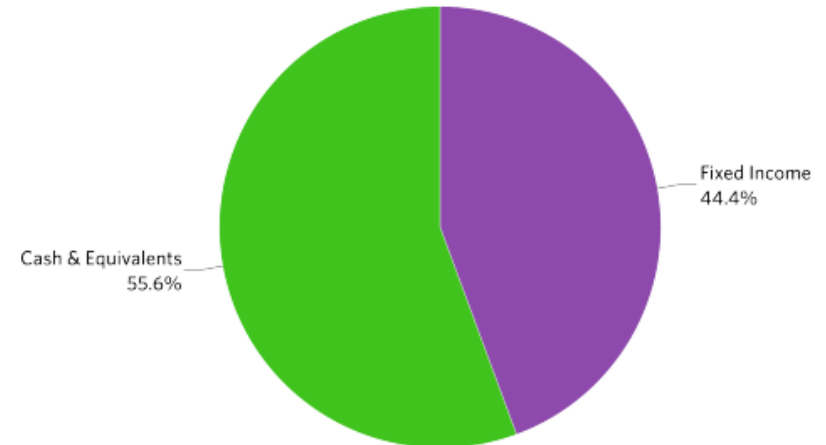
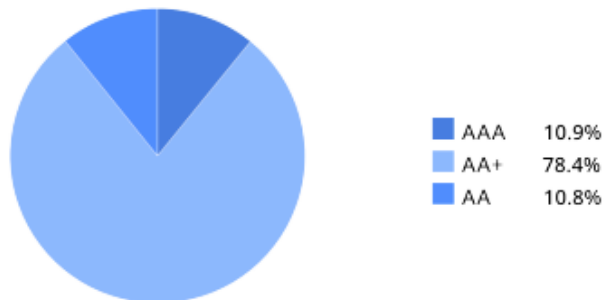
Copyright © 2025, Standard & Poor's, a division of The McGraw-Hill Companies, Inc. All rights reserved.
Please see end of report for the full Standard & Poor's, a division of The McGraw-Hill Companies, disclaimer.

Town of Front Royal Agency account XXXXX2011

Current Allocation

	Allocation	Ending Value
TOWN OF FRONT ROYAL	100.0%	34,228,426.12
Fixed Income	44.4%	15,189,224.95
Taxable Municipal Bonds	6.2%	2,112,149.90
Tax-Exempt Municipal Bonds	0.8%	279,579.00
Govt./Inflation Bonds	35.3%	12,099,496.05
Certificates of Deposit	2.0%	698,000.00
Cash & Equivalents	55.6%	19,039,201.17
Cash	4.4%	1,500,422.50
Money Markets	51.2%	17,538,778.67

S&P Ratings



* Copyright © 2025, Standard & Poor's, a division of The McGraw-Hill Companies, Inc.
All rights reserved.

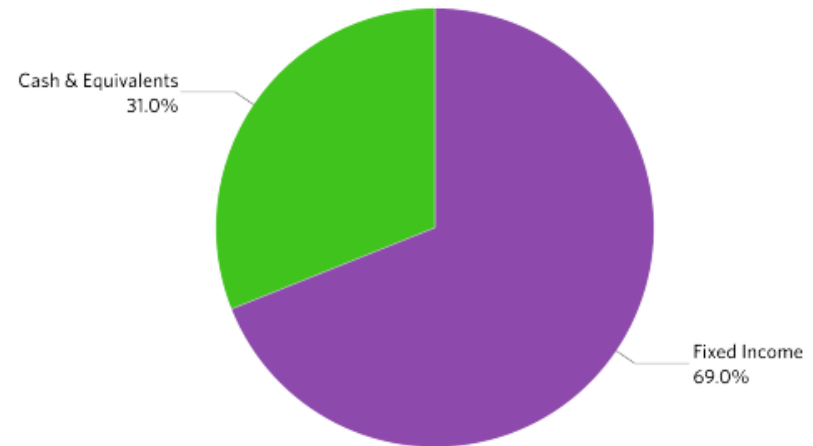
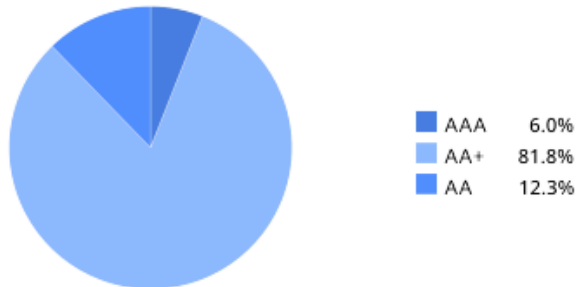
Please see end of report for the full Standard & Poor's, a division of The McGraw-Hill
Companies, disclaimer.

Town of Front Royal - Electric account XXXXX3010

Current Allocation

	Allocation	Ending Value
TOWN OF FRONT ROYAL	100.0%	1,761,597.13
Fixed Income	69.0%	1,214,786.16
Taxable Municipal Bonds	5.8%	102,154.10
Tax-Exempt Municipal Bonds	18.1%	319,661.10
Govt/Inflation Bonds	45.0%	792,970.96
Cash & Equivalents	31.0%	546,810.97
Money Markets	31.0%	546,810.97

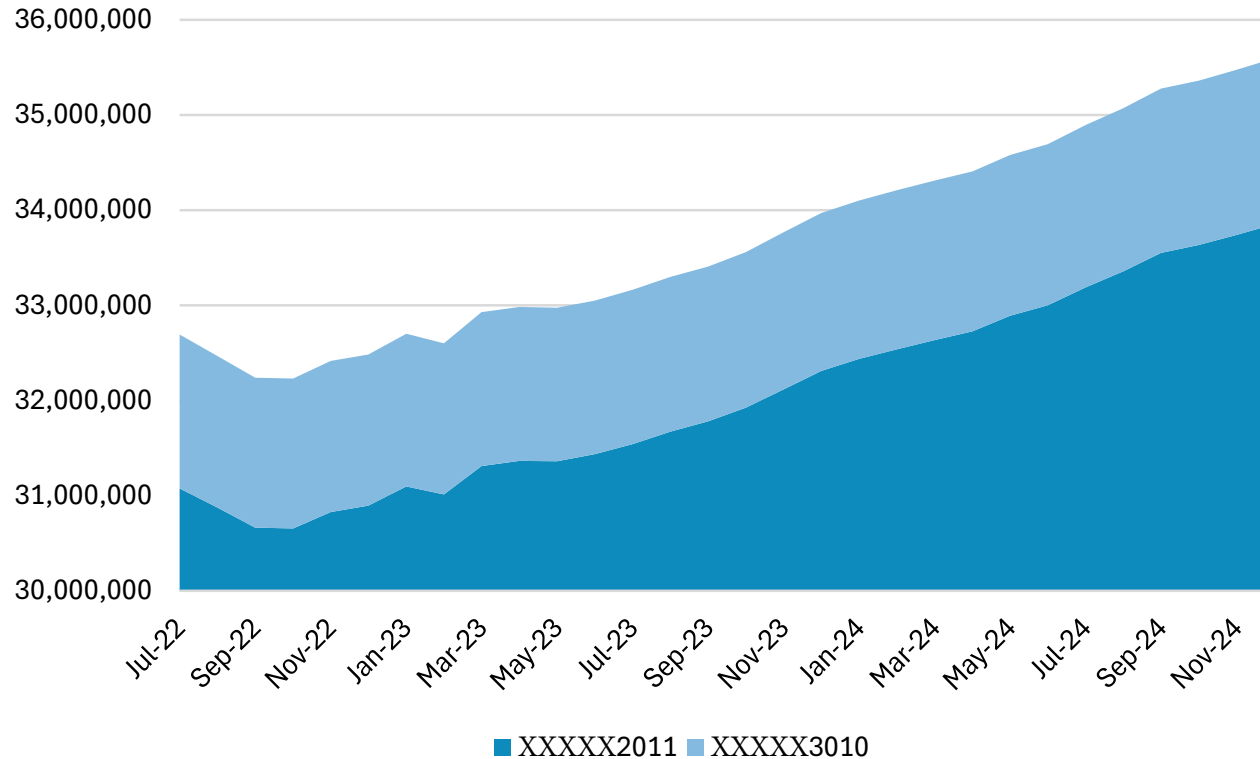
S&P Ratings



* Copyright © 2025, Standard & Poor's, a division of The McGraw-Hill Companies, Inc.
All rights reserved.

Please see end of report for the full Standard & Poor's, a division of The McGraw-Hill
Companies, disclaimer.

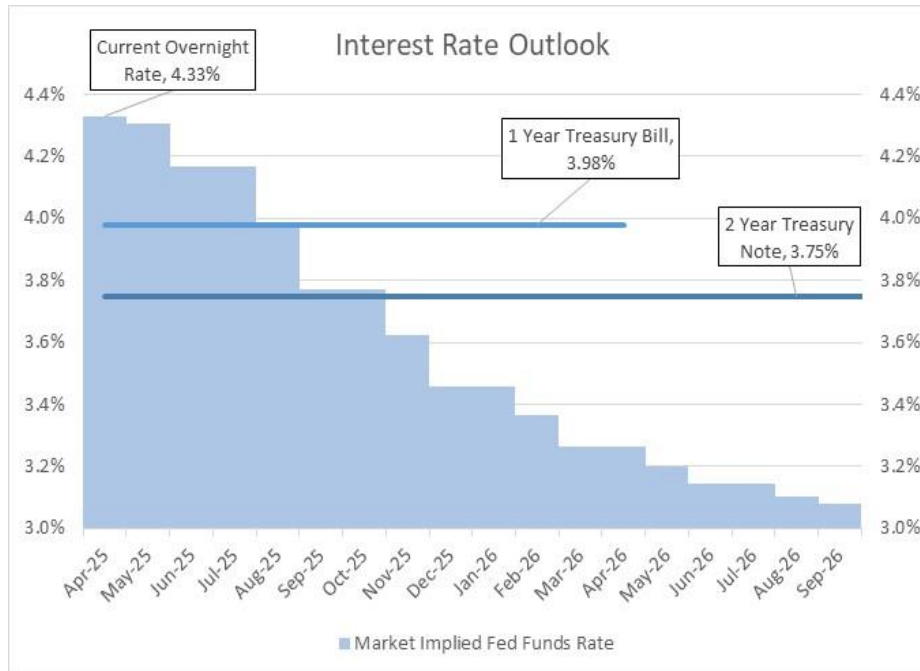
TOWN OF FRONT ROYAL TOTAL ACCOUNT SUMMARY



The market value of the Town's two accounts have increased 3.71% fiscal year-to-date, or 4.98% on an annualized basis

Interest Rate Outlook

- Inflation is trending lower but still too high—*this is why rates have not fallen further*
- Recession odds have increased on trade uncertainty
- Overnight interest rates have **fallen** 100 bps (1.0%) since last fall, *but*
- Longer-term interest rates have **increased**
- Market is expecting three more rate cuts this year starting this summer...is this too much?



Source: Bloomberg, Atlantic Union Bank



Source: Bloomberg, Atlantic Union Bank



A New Municipal Investment Option

- Formed under the Joint Exercise of Powers Act (§ 15.2-1300 et. seq.) of the Code of Virginia by Henry County and the City of Danville
- Adheres to Investment of Public Funds Act for municipalities and political subdivisions
- Virginia MINT will offer scalable pools and separate accounts for Virginia municipalities to access low cost, professional, and local investment management expertise
- Independent board oversight and governance



Service Providers

Custodian

Transfer Agent

Rating Agency

Legal Counsel

Auditor

**Investment
Manager
(AUMA)**



Board of Trustees

- City of Danville
- Henry County
- Alleghany County
- Fairfax County*
- Manju Ganeriwala
(Executive Director / non-voting)

*Ordinance pending adoption

Complementary Investment Pools

- A suite of investment options allows participants to customize their investments strategically across all authorized investment types and maturities

Enhanced Cash Pool is expected to launch July 1, 2025 and will offer:

- Next-day liquidity and higher incremental yield compared to other daily options,
- \$1.00 share price, and
- AAAf rating from Fitch Ratings

Flex Term Pool launch tentatively set for January 2026, depending on participant interest.

	Enhanced Cash Pool	Flex Term Pool	Separately Managed Accounts (SMAs)
Program Description	• Next-day liquidity fund • Designed to target a \$1 share price • Rated AAAf	• Specific maturity dates from 60 days to one year • Guaranteed \$1 share price if held to maturity • Rated AAAf	• For longer term or reserve funds • Securities held in a separate account • Not commingled with other investor assets

Mitch York

Chief Investment Officer

Mitchell.York@aubwm.com

(804) 802-4955

John Ockerman

Director of Fixed Income

John.Ockerman@aubwm.com

(804) 774-2408

Michael Snow

Senior Portfolio Manager

Michael.Snow@aubwm.com

(540) 381-6732

Appendix

Account Holdings

Town of Front Royal Agency account XXXXX2011

Holdings

	Symbol	Price	Allocation	Ending Value	Cost Basis	Total UGL	Units	Projected Income	Yield	Yield to Maturity
TOWN OF FRONT ROYAL			100.0%	34,228,426	34,352,964	-124,538		866,346	2.4%	4.7
Fixed Income			44.4%	15,189,225	15,314,185	-124,960		156,510	1.2%	4.8
Taxable Municipal Bonds			6.2%	2,112,150	2,120,799	-8,649		52,744	2.7%	4.8
VIRGINIA PORT AUTH COMWLTH POR 1.204% 07/01/2027	928075JB7	93.59	0.3%	116,990	115,245	1,745	125,000	1,505	1.3%	4.4
VIRGINIA ST HSG DEV AUTH 1.347% 07/01/2025	92812VE44	99.27	0.9%	297,813	300,441	-2,628	300,000	2,021	1.4%	5.7
VIRGINIA ST HSG DEV AUTH 1.777% 06/01/2025	92812VD37	99.57	0.2%	69,696	70,000	-305	70,000	622	1.8%	8.1
VIRGINIA ST HSG DEV AUTH 2.056% 04/01/2025	92812VB88	100.00	0.3%	100,000	100,000	0	100,000	1,028	2.1%	0.0
VIRGINIA ST HSG DEV AUTH 4.42% 10/01/2029	92812WTW4	100.47	0.4%	150,704	150,188	516	150,000	6,096	4.4%	4.8
VIRGINIA ST HSG DEV AUTH COMWL 4.395% 04/01/2029	92812XCP5	100.33	0.9%	301,002	300,000	1,002	300,000	13,698	4.4%	5.0
VIRGINIA ST HSG DEV AUTH COMWL 4.442% 07/01/2027	92812XDJ8	100.52	0.6%	201,036	200,000	1,036	200,000	8,884	4.4%	4.8
VIRGINIA ST HSG DEV AUTH COMWL 4.632% 07/01/2029	92812XDN9	100.97	0.6%	201,934	200,000	1,934	200,000	9,264	4.6%	4.7
VIRGINIA ST RES AUTH INFRASTRU 0.736% 11/01/2025	92818NVC9	98.10	0.4%	127,526	125,511	2,015	130,000	957	0.8%	4.6
VIRGINIA ST RES AUTH INFRASTRU 1.25% 11/01/2026	92818PFQ1	95.77	0.8%	287,301	299,916	-12,615	300,000	3,750	1.3%	4.4
VIRGINIA ST RES AUTH INFRASTRU 1.6% 11/01/2028	92818PFS7	91.69	0.3%	110,027	107,634	2,393	120,000	1,920	1.7%	4.4
VIRGINIA ST RES AUTH INFRASTRU 2% 11/01/2025	92818N5T1	98.75	0.4%	148,122	151,865	-3,743	150,000	3,000	2.0%	5.7
Tax-Exempt Municipal Bonds			0.8%	279,579	274,116	5,463		3,750	1.3%	4.3
VIRGINIA ST RES AUTH INFRASTRU 1.25% 11/01/2027	92818NUD8	93.19	0.8%	279,579	274,116	5,463	300,000	3,750	1.3%	4.3
Govt./Inflation Bonds			35.3%	12,099,496	12,219,270	-119,774		78,461	1.0%	4.7
FEDERAL FARM CR BKS 0.5% 02/04/2026	3133EMPU0	96.99	0.7%	242,465	249,923	-7,458	250,000	1,250	0.5%	4.3
FEDERAL FARM CR BKS 0.53% 08/12/2025	3133EL3P7	98.64	1.0%	345,223	349,986	-4,764	350,000	928	0.5%	4.6
FEDERAL FARM CR BKS 0.61% 04/28/2025	3133EMXR8	99.72	0.3%	99,717	99,989	-272	100,000	305	0.6%	7.9
FEDERAL FARM CR BKS 0.67% 08/04/2025	3133EL2S2	98.76	0.7%	246,898	250,008	-3,110	250,000	838	0.7%	4.7
FEDERAL FARM CR BKS 0.7% 06/30/2025	3133ELQ49	99.10	1.8%	619,375	624,981	-5,606	625,000	2,188	0.7%	5.1
FEDERAL FARM CR BKS 1.01% 04/13/2026	3133EMVV1	96.85	1.0%	343,803	354,940	-11,136	355,000	3,586	1.0%	4.7
FEDERAL HOME LN MTG CORP 0.5% 08/13/2025	3134GWMJ9	98.60	0.9%	295,788	299,925	-4,137	300,000	750	0.5%	4.6
FEDERAL HOME LN MTG CORP 0.5% 09/30/2025	3134GWV60	98.15	1.1%	368,078	374,959	-6,881	375,000	938	0.5%	4.3
FEDERAL HOME LN MTG CORP 0.625% 08/19/2025	3134GWNCC6	98.59	1.5%	512,642	519,995	-7,353	520,000	1,625	0.6%	4.6
FEDERAL HOME LN MTG CORP 0.625% 09/08/2025	3134GWH82	98.42	0.7%	246,058	250,008	-3,950	250,000	781	0.6%	4.4
FEDERAL HOME LN MTG CORP 0.7% 06/25/2025	3134GVR26	99.16	0.9%	297,465	300,003	-2,538	300,000	1,050	0.7%	5.2
FEDERAL HOME LN MTG CORP 0.75% 05/28/2025	3134GVB31	99.45	1.7%	596,670	600,024	-3,354	600,000	2,250	0.8%	5.9
FEDERAL HOME LOAN BANKS 0.55% 08/26/2025	3130AJZAO	98.53	0.9%	295,581	299,976	-4,395	300,000	825	0.6%	4.4
FEDERAL HOME LOAN BANKS 0.8% 07/21/2025	3130AN4Z0	98.92	1.6%	534,168	540,000	-5,832	540,000	2,160	0.8%	4.9
FEDERAL HOME LOAN BANKS 0.85% 09/30/2025	3130APEG6	98.34	1.0%	344,173	350,000	-5,828	350,000	1,488	0.9%	4.3

Town of Front Royal Agency account XXXXX2011

Holdings

	Symbol	Price	Allocation	Ending Value	Cost Basis	Total UGL	Units	Projected Income	Yield	Yield to Maturity
FEDERAL HOME LOAN BANKS 1% 03/23/2026	3130ALGJ7	99.43	1.0%	330,808	341,250	-10,442	341,250	3,327	1.0%	1.6
FEDERAL HOME LOAN BANKS 1% 04/13/2026	3130AN3J7	96.90	0.3%	96,896	100,010	-3,114	100,000	1,000	1.0%	4.4
FEDERAL HOME LOAN BANKS 1% 04/28/2026	3130AN4V9	96.70	0.8%	290,112	300,213	-10,101	300,000	3,000	1.0%	4.6
FEDERAL HOME LOAN BANKS 1.31% 10/28/2026	3130APLN3	95.89	1.4%	479,440	499,840	-20,400	500,000	6,550	1.4%	4.5
FEDERAL NATL MTG ASSN 0.375% 04/15/2025	3135GACA7	99.85	2.9%	998,500	996,120	2,380	1,000,000	1,875	0.4%	8.4
U.S. INTERNATIONAL DEV FIN COR 0% 08/21/2025	90376PHN4	103.18	0.8%	257,945	250,000	7,945	250,000	0	—	0.0
UNITED STATES TREAS BILLS 0% 04/03/2025	912797MV6	99.98	2.9%	999,770	995,026	4,744	1,000,000	0	—	2.8
UNITED STATES TREAS BILLS 0% 04/08/2025	912797NY9	99.92	1.5%	499,590	496,752	2,838	500,000	0	—	3.8
UNITED STATES TREAS NTS 0.375% 11/30/2025	91282CAZ4	97.54	1.4%	487,710	480,492	7,218	500,000	1,875	0.4%	4.4
UNITED STATES TREAS NTS 0.375% 12/31/2025	91282CBC4	97.27	0.9%	291,816	298,875	-7,059	300,000	1,125	0.4%	4.3
UNITED STATES TREAS NTS 0.5% 02/28/2026	91282CBQ3	96.80	2.1%	726,008	747,384	-21,377	750,000	3,750	0.5%	4.2
UNITED STATES TREAS NTS 4% 12/15/2025	91282CGA3	99.93	0.7%	249,830	249,042	788	250,000	10,000	4.0%	5.9
UNITED STATES TREAS NTS 5% 08/31/2025	91282CHV6	100.30	2.9%	1,002,970	999,551	3,419	1,000,000	25,000	5.0%	5.4
Certificates of Deposit			2.0%	698,000	700,000	-2,000		21,554	0.2%	6.3
COOPERATIEVE CENTRALE RAIFFEIS 4.55% 2025	21684XY75	100.12	1.5%	500,590	500,000	590	500,000	20,854	—	6.9
GOLDMAN SACHS BK USA 0.7% 2025	38149MYA5	98.71	0.6%	197,410	200,000	-2,590	200,000	700	0.7%	4.7
Cash & Equivalents			55.6%	19,039,201	19,038,779	423		709,836	3.4%	4.4
Cash			4.4%	1,500,423	1,500,000	423		61,500	—	6.3
JPMORGAN CHASE BK N A 4.55% 2026	46657VYN4	100.11	0.7%	250,263	250,000	263	250,000	11,375	—	4.9
MUFG BK LTD N Y BRH 4.66% 2025	55380U4X2	100.02	0.7%	250,040	250,000	40	250,000	5,825	—	0.0
TORONTO DOMINION BK N Y BRH 4.43% 2025	89115D8P0	100.01	2.9%	1,000,120	1,000,000	120	1,000,000	44,300	—	8.2
Money Markets			51.2%	17,538,779	17,538,779	0		648,336	3.7%	3.3
BNP PARIBAS SA 0% CP 15/04/2025	09659BRF9	0.98	1.4%	488,941	488,941	0	500,000	0	—	0.0
DCAT LLC 0% CP 02/04/2025	24023GR25	1.00	2.9%	997,622	997,622	0	1,000,000	0	—	0.0
FIDELITY GOVT SECS FD LTD GOVT CL I	FIGXX	1.00	44.0%	15,070,580	15,070,580	0	15,070,580	648,336	4.3%	—
ING U S FDG LLC 0% CP 23/06/2025	4497W0TP3	0.98	0.7%	244,283	244,283	0	250,000	0	—	10.6
LLOYDS BK PLC 0% CP 19/05/2025	53943RSK6	0.99	1.4%	494,683	494,683	0	500,000	0	—	8.3
MUFG BK LTD N Y BRH DISC COML 0% CP 17/10/2025	62479LXH3	0.97	0.7%	242,670	242,670	0	250,000	0	—	5.6

Town of Front Royal - Electric account XXXXX3010

Holdings

	Symbol	Price	Allocation	Ending Value	Cost Basis	Total UGL	Units	Projected Income	Yield	Yield to Maturity
TOWN OF FRONT ROYAL			100.0%	1,761,597	1,770,659	-9,062		32,735	1.9%	4.1
Fixed Income			69.0%	1,214,786	1,223,848	-9,062		11,313	1.0%	3.8
Taxable Municipal Bonds			5.8%	102,154	102,708	-553		1,352	1.3%	4.8
VIRGINIA ST HSG DEV AUTH 1.184% 11/01/2025	92812VQ33	98.26	3.1%	54,044	55,000	-956	55,000	651	1.2%	5.2
VIRGINIA ST HSG DEV AUTH 1.402% 09/01/2026	92812VJ31	96.22	2.7%	48,110	47,708	403	50,000	701	1.5%	4.3
Tax-Exempt Municipal Bonds			18.1%	319,661	315,842	3,820		6,155	2.0%	4.9
ARLINGTON CNTY VA 0.79% 08/01/2025	041431VG9	98.80	3.1%	54,341	54,159	183	55,000	217	0.8%	4.9
HAMPTON ROADS SANTN DIST VA WA 2.063% 02/01/2028	409327LG6	94.40	3.8%	66,079	64,798	1,282	70,000	1,444	2.2%	4.4
VIRGINIA COLLEGE BLDG AUTH VA 1.33% 09/01/2029	92778WKV7	88.02	5.0%	88,015	86,843	1,172	100,000	1,330	1.5%	4.4
VIRGINIA ST RES AUTH INFRASTRU 2% 11/01/2027	92818NSV6	95.01	4.0%	71,261	70,163	1,098	75,000	1,500	2.1%	4.5
VIRGINIA ST RES AUTH INFRASTRU 4.16% 11/01/2030	92818LYG1	99.91	2.3%	39,965	39,880	85	40,000	1,664	4.2%	7.5 ¹
Govt/Inflation Bonds			45.0%	792,971	805,299	-12,328		3,806	0.6%	3.3
FEDERAL FARM CR BKS 0.5% 02/04/2026	3133EMPU0	96.99	2.8%	48,493	49,985	-1,492	50,000	250	0.5%	4.3
FEDERAL FARM CR BKS 0.53% 08/12/2025	3133EL3P7	98.64	2.8%	49,318	49,998	-681	50,000	133	0.5%	4.6
FEDERAL FARM CR BKS 0.7% 06/30/2025	3133ELQ49	99.10	2.8%	49,550	49,999	-449	50,000	175	0.7%	5.1
FEDERAL FARM CR BKS 1.01% 04/13/2026	3133EMVV1	96.85	5.5%	96,846	99,983	-3,137	100,000	1,010	1.0%	4.7
FEDERAL HOME LN MTG CORP 0.5% 09/30/2025	3134GWV60	98.15	8.4%	147,231	149,984	-2,753	150,000	375	0.5%	4.3
FEDERAL HOME LOAN BANKS 0.8% 07/21/2025	3130AN4Z0	98.92	2.8%	49,460	50,000	-540	50,000	200	0.8%	4.9
FEDERAL HOME LOAN BANKS 0.85% 09/30/2025	3130APEG6	98.34	2.8%	49,168	50,000	-833	50,000	213	0.9%	4.3
FEDERAL HOME LOAN BANKS 1% 03/23/2026	3130ALGJ7	99.43	5.4%	94,517	97,500	-2,984	97,500	951	1.0%	1.6
FEDERAL HOME LOAN BANKS 1% 04/28/2026	3130AN4V9	96.70	2.7%	48,352	50,036	-1,684	50,000	500	1.0%	4.6
FEDL HOME LOAN BK CONS DISC NT 0% 05/14/2013	313385FP6	99.49	6.2%	108,448	107,816	632	109,000	0	—	0.0
U.S. INTERNATIONAL DEV FIN COR 0% 08/21/2025	90376PHN4	103.18	2.9%	51,589	50,000	1,589	50,000	0	—	0.0
Cash & Equivalents			31.0%	546,811	546,811	0		21,422	3.9%	10.6
Money Markets			31.0%	546,811	546,811	0		21,422	3.9%	10.6
FIDELITY GOVT SECS FD LTD GOVT CL I	FIGXX	1.00	28.3%	497,954	497,954	0	497,954	21,422	4.3%	—
ING U S FDG LLC 0% CP 23/06/2025	4497W0TP3	0.98	2.8%	48,857	48,857	0	50,000	0	—	10.6

¹ Yield to Maturity reflects pre-refunded date

Ratings Disclaimer

Copyright © 2025, Standard & Poor's, a division of The McGraw-Hill Companies, Inc. All rights reserved.

This may contain information obtained from third parties, including ratings from credit ratings agencies such as Standard & Poor's. Reproduction and distribution of third party content in any form is prohibited except with the prior written permission of the related third party. Third party content providers do not guarantee the accuracy, completeness, timeliness or availability of any information, including ratings, and are not responsible for any errors or omissions (negligent or otherwise), regardless of the cause, or for the results obtained from the use of such content. THIRD PARTY CONTENT PROVIDERS GIVE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. Third party content providers shall not be liable for any direct, indirect, incidental, exemplary, compensatory, punitive, special or consequential damages, costs, expenses, legal fees, or losses (including lost income or profits and opportunity costs or losses caused by negligence) in connection with any use of ratings. Credit ratings are statements of opinions and are not statements of fact or recommendations to purchase, hold or sell securities. They do not address the suitability of securities or the suitability of securities for investment purposes, and should not be relied on as investment advice. To the extent this is being provided to an individual or institutional account holder, any ratings contained herein are solely for such account holder's own non-commercial use and may only be used by or for the benefit of the account holder in connection with the management and/or administration of such account holder's holdings and not for any other purpose.

© 2025, Moody's Analytics, Inc. and its licensors ("Moody's"). Moody's ratings and other information ("Moody's Information") are proprietary to Moody's and/or its licensors and are protected by copyright and other intellectual property laws. Moody's Information is licensed to Distributor by Moody's. MOODY'S INFORMATION MAY NOT BE COPIED OR OTHERWISE REPRODUCED, REPACKAGED, FURTHER TRANSMITTED, TRANSFERRED, DISSEMINATED, REDISTRIBUTED OR RESOLD, OR STORED FOR SUBSEQUENT USE FOR ANY SUCH PURPOSE, IN WHOLE OR IN PART, IN ANY FORM OR MANNER OR BY ANY MEANS WHATSOEVER, BY ANY PERSON WITHOUT MOODY'S PRIOR WRITTEN CONSENT. Moody's® is a registered trademark.



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: May 5, 2026

Item# 03

Agenda Item: FY25-26 Proposed Budget Additional Discussion, Ordinance Amendments to Chapter 134 Sewer and Water Rates, an Ordinance Amendment to Chapter 12-2 Public Works Fees for Increase Septic Tank Waste

Summary: Additional Budget Discussion

Staff recommends transferring \$65,820 in the FY26 Proposed Tourism Department Budget (Dept#1205) for the Community Engagement position to the Town Engineer Department (Dept#1225) to allow the Town to obtain a Town Engineer.

If approved by Council along with the FY25-26 Budget, staff will review options for filling the Town Engineer position and may return to Town Council to discuss potential revisions to the Town of Front Royal Municipal Code related to the Town Engineer position.

FY25-26 Appropriation Ordinance

The appropriation ordinance provided includes the transfer listed above for the Town Engineer position. Staff recommends for Town Council to direct staff to advertise the FY25-26 appropriation ordinance as presented and for Town Council to hold a public hearing during the May 27th, 2025 regular meeting for the FY25-26 appropriation ordinance. If advertised as presented, Town Council will not need to take additional action to transfer funds for the Town Engineer position during the FY25-26 appropriation ordinance public hearing.

Ordinance Amendment to Chapter 134 Sewer & Water Rates

During the March 10, 2025 work session, Stantec Consulting provided Town Council with their recommendation for a 2.25% water and 3% sewer rate increases from the recently completed cost of service study for FY25-26. These rate increases have been incorporated into the FY25-26 Proposed Budget and Town Council is now requested to approve the associated ordinance amendments to increase these fees effective July 1, 2025.

Ordinance Amendment to Chapter 12-2 Public Works Fees for Septic Tank Waste

During the March 10, 2025 work session, Stantec Consulting provided Town Council with their recommendation for an increase of septic haul tank waste from \$50.00 to \$58.55 per 1,000 gallons. The Town of Front Royal bills Warren County for septic haul tank waste from septic haulers. This proposed rate increase has been included in the FY25-26 Proposed Budget and the proposed increase was relayed to Warren County Administration during the April 17, 2025 liaison meeting. Town Council is now requested to approve the associated ordinance amendment to increase the Septic Tank Waste Fee effective July 1, 2025.

Budget/Funding:	<u>FY26 Proposed Budget Transfer included in appropriation ordinance provided:</u>		
	1205-41001	Tourism - Salaries Regular	<\$54,050.00>
	1205-42001	Tourism – FICA	<\$4,005.00>
	1205-42002	Tourism – VRS	<\$7,765.00>
	1225-41001	Town Engineer - Salaries Regular	\$54,050.00
	1225-42001	Town Engineer – FICA	\$4,005.00
	1225-42002	Town Engineer – VRS	\$7,765.00

Staff Recommendation: Staff recommends continue discussing any questions or concerns related to the Town's FY25-26 Proposed Budget, direct staff to advertise for public hearings on the FY25-26 Appropriation Ordinance, Ordinance Amendments to Chapter 134 Sewer & Water Rates, and Chapter 12-2 Public Works Fees for Septic Tank Waste; and to allow the public hearings to take place during the Tuesday, May 27th, 2025 Town Council meeting.

ANNUAL APPROPRIATION ORDINANCE OF THE TOWN OF FRONT ROYAL, VIRGINIA FOR THE FISCAL YEAR ENDING JUNE 30, 2026 TO MAKE APPROPRIATIONS OF SUMS OF MONEY FOR ALL NECESSARY EXPENDITURES, TO PRESCRIBE THE PROVISOS, TERMS, CONDITIONS, AND PROVISIONS WITH RESPECT TO THE TERMS OF APPROPRIATION AND THEIR PAYMENTS, AND TO REPEAL ALL ORDINANCES WHOLLY IN CONFLICT WITH THIS ORDINANCE AND ALL PARTS OF ALL ORDINANCES INCONSISTENT WITH THIS ORDINANCE TO THE EXTENT OF SUCH INCONSISTENCY.

WHEREAS, under §15.2-2503 of the Code of Virginia, and pursuant to The Code of the Town of Front Royal, Virginia, the Town of Front Royal (the “Town”) must adopt a budget for fiscal year 2025-2026 before July 1, 2025; and,

WHEREAS, on _____ 2025, the Town Council of the Town (the “Council”) conducted a public hearing for citizen comment on the proposed budget after publication of a budget synopsis in accordance with §15.2-2506 of the Code of Virginia; and,

WHEREAS, at least seven days have elapsed since that public hearing; and,

WHEREAS, the Council is of the opinion that the proposed budget should be adopted; and,

NOW, THEREFORE, be it ordained by the Council of the Town of Front Royal, Virginia that the following sums of money are hereby appropriated for the general government purposes herein specified for the fiscal year ending June 30, 2026.

GENERAL FUND EXPENDITURES

General Government	731,170
Financial Administration	1,152,845
Legal	501,125
Law Enforcement Services	6,875,265
General Property Maintenance	1,563,610
Planning & Zoning	700,750
Community Development/Special Events/Tourism	464,375
Risk Management/Insurance	1,159,795
Economic Development	68,070
Information Technology	971,235
Transfers/Debt Services/Contingency Reserve	1,125,810
TOTAL GENERAL FUND EXPENDITURES	15,314,050

STREET FUND EXPENDITURES

Public Works	619,850
State Highway Maintenance System	2,930,005
TOTAL STREET FUND EXPENDITURES	3,549,855

SPECIAL REVENUE FUND

Community Development Projects	153,370
Asset Forfeiture	12,000
TOTAL SPECIAL REVENUE FUND EXPENDITURES	165,370

and the following sums of money are hereby appropriated for the enterprise operations specified for the year ending June 30, 2026.

ELECTRIC FUND EXPENDITURES

Operations	3,151,015
Purchase of Bulk Electricity	17,641,720
Transfer to General Fund	1,960,000
TOTAL ELECTRIC FUND EXPENDITURES	22,752,735

WATER FUND EXPENDITURES

Administrative Office	193,750
Water Plant Operations	2,663,280
Maintenance of Lines	1,361,235
Meter Reading	124,770
Debt Service	965,060
Contingency & Transfers to Other Funds	673,585
TOTAL WATER FUND EXPENDITURES	5,981,680

SEWER FUND EXPENDITURES

Administrative Office	191,380
Wastewater Treatment Plant Operations	3,014,555
Maintenance of Lines	1,117,885
Debt Service	1,968,880
Contingency and Transfers to Other Funds	781,930
TOTAL SEWER FUND EXPENDITURES	7,074,630

REFUSE FUND EXPENDITURES

Operations	1,775,965
Contingency and Transfer to General Fund	145,000
TOTAL REFUSE FUND EXPENDITURES	1,920,965

TOTAL ALL FUNDS EXPENDITURES	56,759,285
-------------------------------------	-------------------

REVENUES TO BE PROVIDED AS FOLLOWS
GENERAL FUND

Real Estate Property Tax	1,688,060
Public Service Property Tax & Tax Penalties	76,150
Personal Property Tax	823,205
Other Local Taxes	7,868,310
Permits and Fees	50,565
Fines and Forfeitures	577,315
Revenue from Use of Money and Property	286,625
Public Rights-of-Way Use Fee	3,415
Intergovernmental	676,890
Interfund Transfers:	
Electric Fund	1,960,000
Water Fund	480,000
Sewer Fund	575,000
Refuse Fund	145,000
Miscellaneous Receipts	103,515
TOTAL GENERAL FUND REVENUE	15,314,050

STREET FUND

State Highway Maintenance Funds	2,843,660
Revenue from Use of Money and Property	134,585
Transfers from General Fund	571,610
TOTAL STREET FUND REVENUE	3,549,855

SPECIAL REVENUE FUND

Asset Forfeiture Grant Funding	12,000
Community Development	153,370
TOTAL SPECIAL REVENUE FUND	165,370

ELECTRIC FUND

Revenue from Use of Money & Property	411,450
Connection Fee	315,000
Sale of Service	21,993,985
Miscellaneous Receipts	32,300
TOTAL ELECTRIC FUND REVENUE	22,752,735

WATER FUND

Revenue from Use of Money and Property	327,660
Antenna Rentals	84,720
Sale of Service and Commodities	5,301,340
System Development Fees/Connection Fees	267,960
TOTAL WATER FUND REVENUE	5,981,680

SEWER FUND

Revenue from Use of Money and Property	307,660
Sale of Service and Commodities	6,217,310
System Development Fees/Connection Fees	423,160
Miscellaneous Receipts	126,500
TOTAL SEWER FUND REVENUE	7,074,630

REFUSE FUND

Revenue from Use of Money and Property	134,460
Sale of Services/Bags/Other	1,786,505
TOTAL REFUSE FUNDS REVENUES	1,920,965

TOTAL ALL FUNDS REVENUES **56,759,285**

This ordinance shall become effective _____.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Tina L. Presley, Clerk of Council

This Ordinance was adopted at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2025 upon the following recorded vote:

R. Wayne Sealock	☐ Yes ☐ No	H. Bruce Rappaport	☐ Yes ☐ No
Joshua L. Ingram	☐ Yes ☐ No	Melissa DeDomenico-Payne	☐ Yes ☐ No
Amber F. Veitenthal	☐ Yes ☐ No	Glenn E. Wood	☐ Yes ☐ No

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

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____

**ORDINANCE TO AMEND AND RE-ENACT FRONT ROYAL TOWN CODE
SECTIONS 134-22A&E, 134-22.1A&B, 134-22.4A, 134-30A,B&H, 134-31.1A&B, 134-
31.2A TO INCREASE WATER, SEWER, AND SYSTEM DEVELOPMENT CHARGES
AND SERVICE RATES**

WHEREAS, the 2025 Water and Sewer Rate Study recommended an increase in the service rates for water, sewer, and system development charges; and,

NOW THEREFORE, BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia that Sections 134-22A, 134-22.1A&B, 134-22.4A, 134-30A,B&H, 134-31.1A&B, and 134-31.2A of the Front Royal Town Code hereby be amended and enacted as follows:

Chapter 134 Sewers and Water

134-22 SYSTEM DEVELOPMENT CHARGES

A. The system development charge for sewer service, independent of and in addition to installation costs, will be based on the size of the water meter for water entering the premises from which a sewer connection exits, according to the following:

1. Sewer connection served by three-fourths-inch water meter: ~~seven thousand three hundred thirty dollars (\$7,330.00) each~~ seven thousand three hundred eighty six dollars (\$7,386.00) each.
2. Sewer connection served by one-inch (1") water meter: ~~twelve thousand two hundred seventeen dollars (\$12,217.00) each~~ twelve thousand three hundred ten dollars (\$12,310.00) each.
3. Sewer connection served by one- and one-half inch (1½") water meter: ~~twenty-four thousand four hundred thirty-three dollars (\$24,433.00) each~~ twenty-four thousand six hundred twenty dollars (\$24,620.00) each.
4. Sewer connection served by two-inch (2") water meter: ~~thirty-nine thousand ninety-three dollars (\$39,093.00) each~~ thirty-nine thousand three hundred ninety-two dollars (\$39,392.00) each.
5. Sewer connection served by three-inch (3") water meter: ~~eighty-five thousand five hundred seventeen dollars (\$85,517.00) each~~ eighty-six thousand one hundred seventy dollars (\$86,170.00) each.
6. Sewer connection served by four-inch (4") water meter: ~~one hundred forty-six thousand six hundred dollars (\$146,600.00) each~~ one hundred forty-seven thousand seven hundred twenty dollars (\$147,720.00) each.
7. Sewer connection served by six-inch (6") water meter: ~~three hundred twenty-nine thousand eight hundred fifty dollars (\$329,850.00) each~~ three hundred thirty-two thousand three hundred seventy dollars (\$332,370.00) each.
8. Sewer connection served by eight-inch (8") water meter: ~~six hundred eighty-four thousand one hundred thirty-three dollars (\$684,133.00) each~~ six hundred eighty nine thousand three hundred sixty dollars (\$689,360.00) each.

9. Sewer connection served by ten-inch (10") water meter: ~~one million twenty-six thousand two hundred dollars (\$1,026,200.00) each.~~ one million thirty-four thousand forty dollars (\$1,034,040.00) each.
 10. Sewer connection served by twelve-inch (12") water meter: ~~one million two hundred ninety-four thousand nine hundred sixty-seven dollars (\$1,294,967.00) each.~~ one million three hundred four thousand eight hundred sixty dollars (\$1,304,860.00) each.
- E. The charges for apartments, condominium units and trailers will be ~~two thousand three hundred four dollars (\$2,304.00) for sewer service for each unit after the first unit.~~ two thousand three hundred twenty-one dollars (\$2,321.00) for sewer service for each unit after the first unit.

134-22.1 SANITARY SEWER SERVICE RATES

The monthly base rates for sanitary sewer service usage shall be as follows:

- A. Base rate, up to three thousand (3,000) gallons per month: ~~eighteen dollars and fifty-three cents (\$18.53).~~ eighteen dollars and ninety-five cents (\$18.95).
- B. All sanitary sewer service usage exceeding three thousand (3,000) gallons per month: ~~fifteen dollars and ninety-three cents (\$15.93) per month, for each one thousand (1,000) gallons thereafter.~~ sixteen dollars and twenty-nine cents (\$16.29) per month, for each one thousand (1,000) gallons thereafter.

134-22.4 SEWER SERVICE RATES—COMMERCIAL AND INDUSTRIAL LAUNDRIES

- A. *In-Town Laundries*: The monthly rates for sewer service usage by licensed commercial or industrial laundries located within the corporate limits of the Town of Front Royal shall be as follows:
 1. All sanitary sewer service usage for the first one hundred thousand (100,000) gallons: ~~seventeen dollars and nine cents (\$17.09) per one thousand (1,000) gallons.~~ seventeen dollars and forty-seven cents (\$17.47) per one thousand (1,000) gallons.
 2. All sanitary sewer usage from one hundred thousand one (100,001) gallons to five hundred thousand (500,000) gallons: ~~fifteen dollars and fifty-two cents (\$15.52) per one thousand (1,000) gallons.~~ fifteen dollars and eighty-seven cents (\$15.87) per one thousand (1,000) gallons.
 3. All sanitary sewer service usage above five hundred thousand (500,000) gallons: ~~fourteen dollars and seventy-five cents (\$14.75) per thousand (1,000) gallons.~~ fifteen dollars and eight cents (\$15.08) per thousand (1,000) gallons.

134-30 SYSTEM DEVELOPMENT CHARGE ESTABLISHED

- A. System development charge for water service, independent of and in addition to installation costs, will be based on meter size and service line size. The larger size will dictate the fee in conjunction with the following schedule:
 1. Three-fourths-inch water connection: ~~two thousand six hundred sixty-three dollars (\$2,663.00) each.~~ four thousand four hundred sixty-six dollars (\$4,466.00) each.

2. One-inch (1") water connection: ~~four thousand four hundred thirty-eight dollars (\$4,438.00) each.~~ seven thousand four hundred forty-three dollars (\$7,443.00) each.
3. One and one-half inch (1½") water connection: ~~eight thousand eight hundred seventy-seven dollars (\$8,877.00) each.~~ fourteen thousand eight hundred eighty-seven dollars (\$14,887.00) each.
4. Two-inch (2") water connection: ~~fourteen thousand two hundred three dollars (\$14,203.00) each.~~ twenty-three thousand eight hundred nineteen dollars (\$23,819.00) each.
5. Three-inch (3") water connection: ~~thirty-one thousand sixty-eight dollars (\$31,068.00) each.~~ fifty-two thousand one hundred three dollars (\$52,103.00) each.
6. Four-inch (4") water connection: ~~fifty-three thousand two hundred sixty dollars (\$53,260.00) each.~~ eighty-nine thousand three hundred twenty dollars (\$89,320.00) each.
7. Six-inch (6") water connection: ~~one hundred nineteen thousand eight hundred thirty-five dollars (\$119,835.00) each.~~ two hundred thousand nine hundred seventy dollars (\$200,970.00) each.
8. Eight-inch (8") water connection: ~~two hundred forty-eight thousand five hundred forty-seven dollars (\$248,547.00) each.~~ four hundred sixteen thousand eight hundred twenty seven dollars (\$416,827.00) each.
9. Ten-inch (10") water connection: ~~three hundred seventy-two thousand eight hundred twenty dollars (\$372,820.00) each.~~ six hundred twenty-five thousand two hundred forty dollars (\$625,240.00) each.
10. Twelve-inch (12") water connection: ~~four hundred seventy thousand four hundred sixty-three dollars (\$470,463.00) each.~~ seven hundred eighty-eight thousand nine hundred ninety-three dollars (\$788,923.00) each.
- B. The system development charge for water service exclusively used for fire-suppression systems will be based on the line size, according to the following fee schedule:
 1. Three-inch (3") line or smaller: ~~one thousand three hundred three dollars (\$1,303.00) plus forty dollars and forty-six cents (\$40.46) per month.~~ one thousand eight hundred twenty-nine dollars (\$1,829.00) plus forty-one dollars and sixty-seven cents (\$41.67) per month.
 2. Four-inch (4") line: ~~two thousand six hundred seven dollars (\$2,607.00) plus eighty dollars and ninety-one cents (\$80.91) per month.~~ three thousand six hundred fifty-nine dollars (\$3,659.00) plus eighty-three dollars and thirty-four cents (\$83.34) per month.
 3. Six-inch (6") line: ~~five thousand two hundred twelve dollars (\$5,212.00) plus one hundred sixty-four dollars and seventy-two cents (\$164.72) per month.~~ seven thousand three hundred sixteen dollars (\$7,316.00) plus one hundred sixty-nine dollars and sixty-six cents (\$169.66) per month.
 4. Eight-inch (8") line: ~~seven thousand eight hundred nineteen dollars (\$7,819.00) plus two hundred forty-five dollars and sixty-two cents (\$245.62) per month.~~ ten thousand nine hundred seventy-six dollars (\$10,976.00) plus two hundred fifty-two dollars and ninety-nine cents (\$252.99) per month.

5. Ten-inch (10") line: ~~ten thousand four hundred twenty-six dollars (\$10,426.00) plus three hundred twenty-six dollars and fifty-four cents (\$326.54) per month.~~ fourteen thousand six hundred thirty-five dollars (\$14,635.00) plus three hundred thirty-six dollars and thirty-four cents (\$336.34) per month.
 6. Twelve-inch (12") line: ~~thirteen thousand thirty-three dollars (\$13,033.00) plus four hundred dollars and forty-seven cents (\$407.47) per month.~~ eighteen thousand two hundred ninety-four dollars (\$18,294.00) plus four hundred nineteen dollars and sixty-nine cents (\$419.69) per month.
- H. There will be an additional monthly charge for each water meter exceeding one inch (1") in size according to the following fee schedule:
1. One and one-fourth inch (1¼") meter: ~~seventeen dollars and seventy cents (\$17.70) per month.~~ eighteen dollars and twenty-three cents (\$18.23) per month.
 2. One and one-half inch (1½") meter: ~~twenty-three dollars and seventy-five cents (\$23.75) per month.~~ twenty four dollars and forty-six cents (\$24.46) per month.
 3. Two-inch (1") meter: ~~fifty-six dollars and forty-two cents (\$56.42) per month.~~ fifty-eight dollars and eleven cents (\$58.11) per month.
 4. Three-inch (3") meter: ~~two hundred ninety-five dollars and ninety-seven cents (\$295.97) per month.~~ three hundred four dollars and eighty-five cents (\$304.85) per month.
 5. Four-inch (4") meter: ~~three hundred eighty-four dollars and seventy-six cents (\$384.76) per month.~~ three hundred ninety-six dollars and thirty cents (\$396.30) per month.
 6. Six-inch (6") meter: ~~five hundred ninety-one dollars and ninety-four cents (\$591.94) per month.~~ six hundred nine dollars and seventy cents (\$609.70) per month.

134-31.1 WATER SERVICE RATES

The monthly rates for water service usage shall be as follows:

- A. Base rate, up to three thousand (3,000) gallons per month: ~~ten dollars and twelve cents (\$10.12) per month.~~ ten dollars and forty-two cents (\$10.42) per month.
- B. All water service usage exceeding three thousand (3,000) gallons per month: ~~eight dollars and sixty-eight cents (\$8.68) per month, for each one thousand (1,000) gallons thereafter.~~ eight dollars and ninety-four cents (\$8.94) per month, for each one thousand (1,000) gallons thereafter.

134-31.2 WATER SERVICE RATES—COMMERCIAL AND INDUSTRIAL LAUNDRIES

- A. *In-Town Laundries*: The monthly rates for water service usage by licensed commercial or industrial laundries located within the corporate limits of the Town of Front Royal shall be as follows:

1. The first one hundred thousand (100,000) gallons: ~~nine dollars and thirty-two cents (\$9.32) per one thousand (1,000) gallons.~~ nine dollars and sixty cents (\$9.60) per one thousand (1,000) gallons.
2. One hundred thousand one (100,001) gallons to five hundred thousand (500,000) gallons: ~~eight dollars and forty-seven cents (\$8.47) per one thousand (1,000) gallons.~~ eight dollars and seventy-two cents (\$8.72) per one thousand (1,000) gallons.
3. Above five hundred thousand one (500,001) gallons: ~~eight dollars and five cents (\$8.05) per one thousand (1,000) gallons.~~ eight dollars and twenty-nine cents (\$8.29) per one thousand (1,000) gallons.

This ordinance shall become effective _____.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Tina L. Presley, Clerk of Council

This Ordinance was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2025 upon the following recorded vote:

R. Wayne Sealock	__ Yes __ No	H. Bruce Rappaport	__ Yes __ No
Joshua L. Ingram	__ Yes __ No	Melissa DeDomenico-Payne	__ Yes __ No
Amber F. Veitenthal	__ Yes __ No	Glenn E. Wood	__ Yes __ No

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

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____

**AN ORDINANCE TO AMEND AND RE-ENACT TOWN CODE CHAPTER 12-2 TO
INCREASE THE SEPTIC TANK WASTE FEE**

WHEREAS, the 2025 Water and Sewer Rate Study recommended an increase in the fee for septic tank waste; and,

NOW THEREFORE, BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia, that Chapter 12-2 of the Front Royal Town Code hereby be amended and enacted as follows:

12-2 PUBLIC WORKS FEES

After hours shut-off calls (water)	\$30.00
Data Log Obtained from Water Meter within 12 months	\$25.00 for the 3 rd and subsequent
Excavation for Sewer Clean Out Installation	\$150.00 per hour
Freon Removal (white goods commercial or residential)	\$15.00
Grease Trap Inspection (3 rd and all subsequent)	\$50.00 per inspection
On-Call Refuse Collection	found in § 85-3(E) of the Town Code
Recreational Vehicle Septic Tank Dump	\$17.50 each
Right-of-Way Utilization Fee	\$25.00 plus bond and insurance
Septic Tank Waste	\$50.00 \$58.55 per 1,000 gallons
Temporary Hydrant Meter Deposit (agreement for reading of water must be signed)	\$400.00 5/8" and smaller \$2,350 greater than 5/8"
Tires with or without Rim	\$5.00 per tire
Water Meter Test (2 nd or subsequent test)	\$25.00 each
White Goods Disposal, Commercial	\$15.00 per item + \$15.00 per Freon item
White Goods Disposal, Residential	No Charge plus \$15.00 per Freon item
Yard Waste Disposal, Commercial, Lg. Truck	\$50.00
Yard Waste Disposal, Commercial, Pickup Tk	\$25.00
Yard Waste Disposal, Residential (Town or County Decal Required)	No Charge

This ordinance shall become effective _____.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Tina L. Presley, Clerk of Council

This Ordinance was adopted at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2025 upon the following recorded vote:

R. Wayne Sealock	__Yes __No	H. Bruce Rappaport	__Yes __No
Joshua L. Ingram	__Yes __No	Melissa DeDomenico-Payne	__Yes __No
Amber F. Veitenthal	__Yes __No	Glenn E. Wood	__Yes __No

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

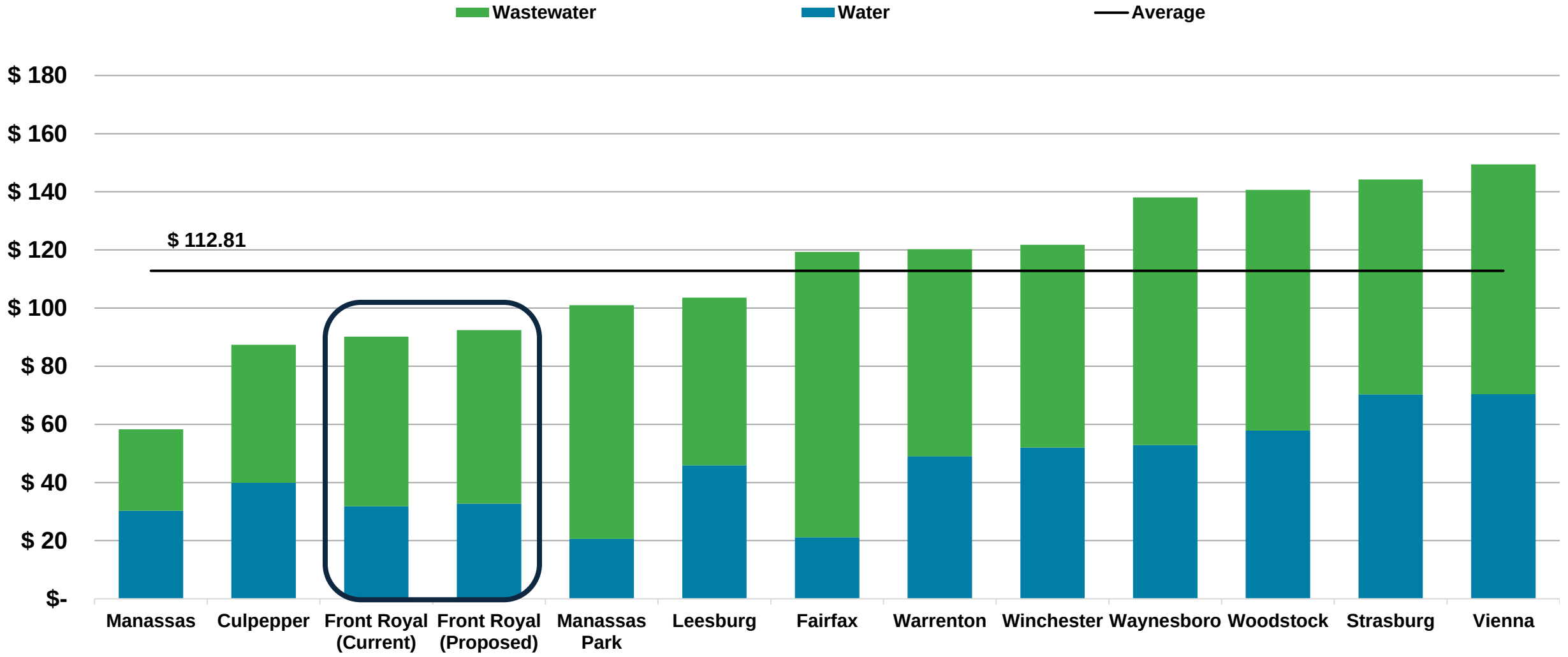
Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

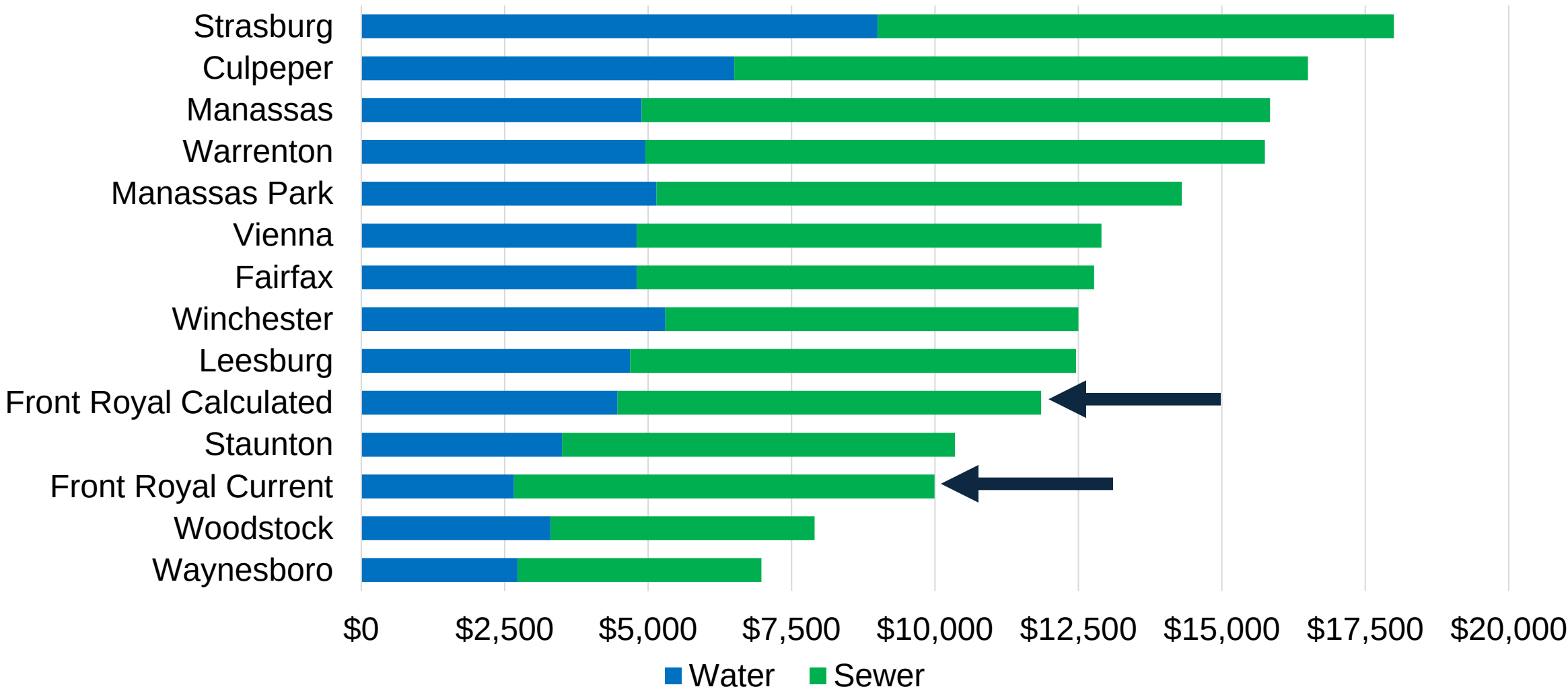
Dated: _____

Typical Residential Customer Monthly Bill Survey

3/4" Meter, 5,500 gallons



System Development Charge Comparison





COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: May 5, 2025

Item# 04A

Agenda Item: FY25 Budget Amendment & Transfer for Automated School Speed Camera Revenue

Summary: Staff provided Council with an update regarding the Automated School Speed Cameras during the April 7, 2025 work session and is now following up with a proposal for the use of additional funds the Town has received in associated revenue.

Total revenue received from March 2024-March 2025 from the automated speed cameras is \$407,707.00. The Town included \$112,500 of revenue in the adopted FY25 budget for the automated speed cameras, which leaves a remaining balance of \$295,207 in additional funds for FY25. The Town will continue to receive funds for FY25 and could potentially have a couple months where revenue is negative due to the months that school is out for summer break, as seen in 2024.

Council is requested to approve a FY25 Budget Amendment to allocate \$269,270 of revenue the Town has received from Blue Line Solutions for the automated school speed cameras to the following and to approve a FY25 Budget Transfer to transfer funds in the amount of \$107,200.00 to Energy Services for the school flasher replacement.

School flasher replacements	\$107,200.00
Police In-car Camera Equipment Replacement	\$ 47,070.00
Replace Canine Police Vehicle	\$ 70,000.00
Replace Emergency Service Team Equipment	\$ 45,000.00
Total	\$269,270.00

Budget/Funding: FY25 Budget Amendment

1000-3140104	Automated Ticketing	\$269,270.00
9790-49016	General Fund Transfer to Electric Fund	\$107,200.00
3102-47001	Police Patrol Machinery & Equipment	\$ 47,070.00
3102-47005	Police Patrol Motor Vehicles	\$ 70,000.00
3108-47001	Police Emergency Services Equipment	\$ 45,000.00

FY25 Budget Transfer

9401-3240407	Electric Fund Revenue – Transfer from General Fund	\$107,200.00
9401-47910	Energy Services Traffic Signalization	\$107,200.00

Staff Recommendation: Staff recommends for Council to discuss any questions regarding the automated speed cameras.



Brian Whited
Chief of Police

FRONT ROYAL POLICE DEPARTMENT

900 MONROE AVE

FRONT ROYAL, VA

540.635.2111

To: BJ Willson, Assistant Town Manager

From: Brian Whited, Chief of Police

Date: April 24, 2025

Subject: Request for Updated Equipment for Emergency Services Team (E.S.T.)

The purpose of this memorandum is to formally request the procurement of updated equipment for our Emergency Services Team (E.S.T.). The current gear utilized by the team is outdated and no longer meets the necessary safety or operational standards required for high-risk incidents.

The team's ballistic protection—including body armor, helmets, and rifle plates—has exceeded its recommended five-year lifespan. This equipment is no longer considered reliable for frontline use and may compromise the safety of our personnel during critical operations.

Additionally, the rifles issued to the team several years ago are either at or nearing the end of their service life. These weapons have experienced significant use and are beginning to display signs of decreased reliability. Upgrading to newer, more durable rifles—equipped with suppressors—will not only enhance operational performance and longevity but also assist in reducing noise levels during training at the police department range.

Our E.S.T. engages in training monthly and remains prepared to respond to high-risk situations at a moment's notice. Ensuring they are equipped with reliable, modern ballistic protection and firearms is not only essential for their safety but also critical to protecting the public.

Thank you for your attention to this important matter.

Sincerely,

Chief Brian M. Whited
Front Royal Police Department

Billing Address:
FRONT ROYAL, TOWN OF
24 W MAIN ST
FRONT ROYAL, VA 22630
US

Quote Date:03/05/2025
Expiration Date:05/04/2025
Quote Created By:
Butch Bryant
butch.bryant@bearcom.com

End Customer:
FRONT ROYAL, TOWN OF
Brian Whited
bwhited@frontroyalva.com
5406362111

Contract: 36881 - WATCHGUARD-VITA
VA-230420-MSI
AGREEMENT: WG AGREEMENT

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
Video as a Service							
1	AAS-M5-3CAM-5YR	M500 3-CAMERA IN-CAR VIDEO SYSTEM AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	3	5 YEAR	\$12,000.00	\$12,000.00	\$36,000.00
2	PSV00S03897A	REMOTE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT	1		\$4,000.00	\$3,200.00	\$3,200.00
3	WGB-0176AAS	V300 WIFI BASE FOR M5 VAAS	3		Included	Included	Included
4	WGB-0701A	M500 IN-CAR SYSTEM FR/ CABIN/REAR CAM	3		Included	Included	Included
5	AAS-BWC-WIF-DOC	V300/V700 WIFI CHARGE/ UPLOAD DOCK - VIDEO-AS-A-SERVICE	3	5 YEAR	\$300.00	\$300.00	\$900.00
6	WGC02003-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE FOR IN-CAR VIDEO SYSTEM PER ADDITIONAL CAMERA VAAS*	3	5 YEAR	Included	Included	Included
7	WGW00502	M500 EXTENDED WARRANTY	3	5 YEAR	Included	Included	Included



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
8	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS*	3	5 YEAR	Included	Included	Included
9	WGP02225-130-KIT2	BRKT4RE DISP/VISTA/CAMVR POST 2020+EXPL	3		Included	Included	Included
	VideoManager EL or EX: Video Evidence Management						
10	PSV00S03897A	REMOTE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT	1		\$4,000.00	\$3,200.00	\$3,200.00
11	PSV07S04025A	MOBILE VIDEO ONSITE TECHNICAL SUPPORT - 1 DAY*	2		\$1,200.00	\$960.00	\$1,920.00
12	WGW00122-301	MOBILE VIDEO DEPLOYMENT SERVICES	1850		\$1.25	\$1.00	\$1,850.00

Grand Total

\$47,070.00(USD)



Pricing Summary

		Payment Term	Upfront Sale Price	
Upfront Costs*				
				\$10,170.00
Upfront Subscription Fee				
	Video as a Service	Annually		\$7,380.00
Sub Total:				\$17,550.00
		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	Video as a Service	Annually	\$7,380.00	\$7,380.00
Year 3 Subscription Fee				
	Video as a Service	Annually	\$7,380.00	\$7,380.00
Year 4 Subscription Fee				
	Video as a Service	Annually	\$7,380.00	\$7,380.00
Year 5 Subscription Fee				
	Video as a Service	Annually	\$7,380.00	\$7,380.00
Sub Total:				\$29,520.00
Grand Total System Price (Inclusive of Upfront and Annual Costs)				\$47,070.00

*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

 MOTOROLA SOLUTIONS
VIDEO-AS-A-SERVICE OVERVIEW

QUOTE-3031998
In Care Camera Quote

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS includes access to high definition camera systems and the VideoManager EL Cloud evidence management platform.

VideoManager EL Cloud automates data maintenance and facilitates administration of your department's devices in a Government cloud-based storage solution. Agencies can capture, record, store, and efficiently manage all evidentiary data with VideoManager.

In addition, the VaaS solution can be expanded with CommandCentral Evidence to provide a single, streamlined workflow in the industry's only end-to-end digital evidence management ecosystem.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per device charge, billed quarterly.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

MOTOROLA SOLUTIONS

VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

QUOTE-3031998
In Care Camera Quote

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of your department's devices, all in a cloud-based, off-premises storage solution.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely. It also allows live-streaming capabilities through the optional SmartControl and SmartConnect applications.

VIDEO EVIDENCE MANAGEMENT

Using VideoManager EL Cloud delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL Cloud makes evidence management as efficient as possible. With VideoManager EL Cloud, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. When evidence is uploaded, important information is sorted, which groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. This allows you to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage during review.

Its built-in media player includes a visual display of incident data, allowing you to tag moments of interest, such as when lights, sirens, or brakes were activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings, can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information in the evidence review or judiciary sharing process by exporting evidence data as MP4 files.

You can also find relevant evidence data using audit log filters, including criteria such as import, export, playback, download, share, and modify dates.

Automatic Data Maintenance

VideoManager EL Cloud lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on a daily, weekly, or monthly basis, based on how the user wants to configure the system.

Security groups and permissions are easily set-up in VideoManager EL Cloud, allowing you to grant individuals access to evidence on an as-needed basis.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Integration with In-Car and Body-Worn Cameras

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by the M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL Cloud based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

Optional Live Video Streaming

VideoManager EL Cloud integrates with SmartControl, an optional mobile application for Android or iOS that allows officers to complete evidence review work normally completed at their desk from their smartphone.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using VideoManager EL Cloud are able to assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled device system. VideoManager EL Cloud also tracks devices and enables them to be quickly exchanged between officers during shift changes. This minimizes the amount of devices needed for your fleet.

Device Tracking

You can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Devices can be assigned to personnel within VideoManager EL Cloud and tracked, helping agencies keep track of which users have specific devices.

Faster Shift Changes

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of a pooled camera system to utilize fewer cameras. Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

Devices can also be configured to remember individual preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL Cloud also enable you to configure devices to operate in alignment with your agency's policies and procedures.



M500 IN-CAR VIDEO SYSTEM

SOLUTION DESCRIPTION

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time analytics.

The M500 offers the following benefits:

- Delivers exceptionally clear, evidence-grade video, from inside and outside the vehicle

The M500 has three high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with an ultra high-definition recording resolution that captures both wide-angle and focused video streams. The cabin camera's infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.

- Works reliably, even in challenging situations

The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.

- Protects video data, whether in transit or at rest

The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.

- Provides users a reliable, easy-to-learn system

Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.

- Increases efficiency

The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.



- Promotes trust

By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.

- Integrates seamlessly with other Motorola technologies

The M500 offers additional benefits when working in conjunction with Motorola's V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.

When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.

When used with the L5M, both the LPR camera and the M500 feed their collected license plate data into Vigilant VehicleManager and display the information on a single interface. Working together, the systems increase coverage while maintaining ease of use through a shared user interface and database.

The M500 is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.



MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your in-car video system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL



security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.



SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory if applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).



System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
 - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
 - Needs to be renewed yearly.
 - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
 - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
 - WGD00186 - M500 Installation Overview and Quick Start (NA)
 - Not required for installation. Available for the installing technician.
 - WGD00177 - M500 In-Car Video System Installation Guide
 - Not required for installation. Available for the installing technician.
 - MN010272A01 - M500 In-Car Video System Basic Service Manual



- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.



- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.



General Customer Responsibilities (if applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.



PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and hardware as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.



Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.



- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.

COPY



PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.



- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.



- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
 - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
 - Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10



Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.



SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:



- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)**Motorola Responsibilities**

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.



DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital evidence management system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.



SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.



- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.

COPY



PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formerly known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
 - 5 Mbps + 3 Mbps per additional device.
 - This assumes it will take 8 hours to upload 5 GB of video on a device.
 - 40-50 Mbps per concurrent uploading device.
 - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.



MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of purchased body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, and third-party partners. The third-party partner(s) will work on Motorola's behalf to install your in-car video system(s).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solution Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement. The Customer acknowledges any changes or deviations from the SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola and its subcontractors are specifically listed in the Contract and referenced in the SOW.

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the Execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, the Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, project progress against the project schedule, items of concern requiring attention, as well as potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred for the use of the alternate teleconferencing tool will be the responsibility of the Customer.

CJIS INFORMATION

Motorola will provide state of residency and fingerprint cards for any employee requiring physical or logical access to unencrypted NCIC/III or CHRI data so Customer can conduct a criminal background investigation. A criminal background investigation is also required for Motorola employees who need access to Criminal Justice Information Systems (CJIS) containing unencrypted NCIC/III or CHRI data.

If the Customer requires a different method for a Motorola employee to access CJIS, Motorola will work with the Customer to complete this documentation in a timely manner.



COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. The written notification must be provided to Motorola within ten (10) business days of task completion.

SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola's PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who assume ownership of the system early and take an active role in the delivery and educational process realize user adoption sooner and achieve higher levels of success with system operation.

The subsections below provide an overview of the Project Team Members.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.



- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- System provisioning.
- Contracted data migration between two disparate digital evidence management systems (if applicable).

System Technologist (ST)

The ST will work with the Customer's Project Team on:

- The installation and configuration of system devices.
- Provide instructions to the Customer on the installation and configuration of system devices.
- Review equipment setup with the Customer.
- Develop and submit a Trip Report to the Customer.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.



Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's list of responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify the tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to the Motorola PM.
- Approve a deployment date offered by Motorola.
- Review the Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.
- Assume the responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure. IT Support must be familiar with connectivity to internal, external and third-party systems where the proposed system will interface.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software, interfaces and functionality of the system.



- Participate along with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate officers on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with the Motorola team when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

General Customer Responsibilities

In addition to the Customer responsibilities listed above, the Customer is responsible for the following (if applicable):

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) the Customer will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Third-party installers must be certified through Motorola LXP for remote or in person installation training. The Customer will be responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.



Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations of each other. Dependent upon solutions purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and equipment as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.



- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in the Motorola LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for successful implementation of the solution.

Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at time of offer acceptance. Delay in completing the IT Questionnaire will delay shipment of equipment.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss equipment inventory process.
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purposes of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.



- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete when applicable.
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.
- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no more than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.

PROJECT EXECUTION**EQUIPMENT PROCUREMENT AND INSTALLATION**

Motorola will procure contracted equipment as part of the ordering process. The equipment will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference to enable installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the equipment, which includes but is not limited to:

- Power
- Heating/Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling



If Motorola and/or its subcontractors are responsible for the installation, the responsibilities outlined below will apply to Motorola and the Customer.

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location.
- Install backend equipment (server) in the Customer's designated area.
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to equipment.
- If applicable, for an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- If applicable, install Access Point(s) (APs).
- If applicable, verify APs are properly installed and connected to the network.
- Provide a Trip Report outlining the activities completed during installation.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection.
- If applicable, install Customer-supplied Access Point(s) (APs).
- If applicable, verify APs are properly installed and connected to the network.
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

If the Customer and/or its subcontractors are responsible for the installation, the responsibilities outlined below will apply to Motorola and the Customer.

Motorola Deliverables

- Contracted Equipment.
- Equipment Inventory.

In-Car Video System (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) in Customer-provided vehicle(s) per Motorola installation guidelines. The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's evidence management system.



Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware installation.
- Travel to the Customer site to conduct on-site installation activities.
- Complete ICV configuration on a single vehicle and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle installations.
- Test a subset of completed ICV hardware installations.
- Complete installation of cellular modem and confirm placement of antenna mounting with Customer.
- Install Customer-provided SIM card into cellular modem and connect modem to ICV system.
- Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
- Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware installation.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for vehicle installation(s).
- Make ICV hardware available to Motorola for installation in accordance with the vehicle installation schedule.
- Provide cellular SIM Card for Internet connectivity to installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If applicable, for license plate recognition (LPR) installations, an MDT is required for all vehicles. Motorola is not responsible for any delays associated with the Customer fulfilling their obligations per this SOW.

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the evidence management system.

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked back in a Transfer Station or USB dock.



- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

If the body-worn camera(s) and Transfer Station(s) are part of a remote deployment, the following responsibilities will apply to Motorola and the Customer.

License Plate Recognition Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN or PlateSearch) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user(s) emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlist.

SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- If applicable, delivery and installation of server hardware.
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.



VideoManager EL (if applicable)

The VideoManager EL software is an on-premise solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations / mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- If applicable, for Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access.
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration**Motorola Responsibilities**

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.



- Provide Customer with the information for setting up the IPSEC tunnel.
- Create an IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the components.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure the optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-prem evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.



DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's evidence management system and the Customer's third-party system may consist of an iterative series of activities depending upon the complexity with accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop interface(s) in accordance with the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Configure interface(s) to support the functionality described in the Solution Description.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the applicable system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided within 10 business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.

SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote). Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through Motorola's LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.



Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on boarding, assist the Customer with LXP usage.
- Create and maintain user role Learning Paths defined by the Customer.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.
- Request additional subscriptions to access LXP by providing user credential information.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.



PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Provide signatory approval on the System Acceptance Certificate signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**



Brian Whited
Chief of Police

FRONT ROYAL POLICE DEPARTMENT

900 MONROE AVE ♦ FRONT ROYAL, VA
540.635.2111

To: Interim Town Manager B.J. Wilson
From: Chief Brian Whited
Date: April 10, 2025
Subject: Request for Upgrade of In-Car Camera Systems

The purpose of this memorandum is to request the replacement of the in-car camera systems currently deployed in our patrol fleet.

We are currently using the 4RE camera system, which is being phased out by the manufacturer and has reached end-of-life status. Continued use of this outdated technology poses risks to operational efficiency and reliability. In consultation with our Motorola representative, Butch Bryant, it was strongly recommended that we transition to the M500 camera system as the appropriate and supported replacement.

The M500 system offers significant improvements in video quality, system integration, and long-term support. Additionally, this upgrade complements our Body Worn Camera (BWC) system upgrade, aligning both technologies under a unified platform. Together, these systems are expected to meet our operational and evidentiary needs for the next five years.

Upgrading now will ensure that our patrol fleet remains equipped with dependable, up-to-date technology that enhances officer safety, accountability, and overall effectiveness.

Thank you for your consideration and support of this important equipment upgrade.

Respectfully,
Brian Whited
Chief of Police



Brian Whited
Chief of Police

FRONT ROYAL POLICE DEPARTMENT

900 MONROE AVE

FRONT ROYAL, VA

540.635.2111

To: Assistant Town Manager B.J. Wilson

From: Chief Brian Whited

Date: April 10, 2025

Subject: Request for Canine Vehicle and Equipment Upgrade

This memorandum requests the replacement of our current canine unit vehicle and its associated equipment.

The existing vehicle has logged over 77,000 miles, and the specialized canine equipment is more than ten years old. Due to the vehicle's age and condition, it is no longer economically feasible to upgrade or maintain the current setup.

Key components—including the kennel insert, heat alarm system, and automatic door release—are outdated and in need of replacement. Investing in new equipment for an aging vehicle would not be a sound financial decision.

To improve both safety and operational efficiency, I recommend acquiring a new, purpose-built canine patrol vehicle. This vehicle should include:

- A modern kennel insert
- An advanced heat alarm system with vehicle shutdown capabilities
- Dual climate control
- A remote door release system

The estimated cost for a fully outfitted canine unit vehicle is approximately \$70,000.

Replacing both the vehicle and equipment together will provide a reliable, long-term solution that ensures the safety of our canine officer, their handler, and the community we serve.

Respectfully,

Brian Whited

Chief of Police



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: May 5, 2025

Item# 04B

Agenda Item: Request for Water and Sewer in the Rt. 522 Corridor for Industrial Use from Stafford One Investments, LLC (522 Properties LLC) at Winchester Road and Winners Court

Summary: The Town has received a joint request from Warren County and Stafford One Investments LLC (522 Properties LLC) for water and sewer service within the Route 522/340 North Corridor. The property consists of approximately 28.3 acres identified as Tax Map 12-6F, 4-44B, 4-43A, 4-45Bp and located on the west side of Winchester Road at its intersection with Winners Court. The intention is to construct a 220,000 square foot industrial warehouse building for a warehouse and distribution center.

According to the application for an out-of-town utility connection, the applicant estimates the facility will require 4,500 gallons of water per day.

Budget/Funding: N/A

Staff Recommendation: Council is to consider an out-of-town utility connection for industrial use.



**WALSH COLUCCI
LUBELEY & WALSH PC**

Nicholas V. Cumings
(703) 528-4700 Ext. 5447
ncumings@thelandlawyers.com

Revised
April 17, 2025

Via E-Mail & First-Class Mail

Matthew Wendling
Planning Director / Floodplain Manager
County of Warren County Planning and Zoning Department
220 North Commerce Avenue, Suite 400
Front Royal, Virginia 22630

**Re: Out-of-Town Utility Connection Request
Tax Map Parcels 12-6F, 4-44B, 4-43A, 4-45B pt. (together, the “Subject
Property”)**

Dear Mr. Wendling:

On February 6, 2025, I submitted a request for an out-of-town utility connection for the Subject Property. Enclosed is a resubmission addressing your comments. The Subject Property includes the above-referenced parcels of record that, in aggregate, consist of approximately 28.3 acres located in the Nineveh area of the North River Election District. The Subject Property is owned by 522 Properties, LLC (the “Applicant”). The Subject Property is located on the west side of Winchester Road (US Route 340/522) at its intersection with Winners Court, east of Crooked Run, and contains two existing residential dwelling units with the balance of the land area remaining vacant. Parcels 4-43A and 4-45B pt. are zoned to the Commercial Zoning (“C”) District and Highway Corridor (“HC”) Overlay District, in accordance with § 180-27 and § 180.29.1, respectively, of the Warren County Zoning Ordinance (the “Zoning Ordinance”). Parcel 4-44B is zoned to the Agricultural Zoning (“A”) District and HC Overlay District; and Parcel 12-6F is zoned to the A District and partially to the HC Overlay District.

The Applicant filed a rezoning application for the Subject Property seeking the Board of Supervisors’ approval to rezone to the Industrial District and HC Overlay District to permit the construction of an approximately 220,000 square foot industrial warehouse building. The Applicant is concurrently seeking approval of a conditional use permit to permit a structure that is greater than 50,000 square feet within the HC Overlay District. In accordance with § 180-64.A(1) of the Zoning Ordinance, this Out-of-Town utility connection request letter and attached

ATTORNEYS AT LAW

703 528 4700 ■ WWW.THELANDLAWYERS.COM
2200 CLARENDON BLVD. ■ SUITE 1300 ■ ARLINGTON, VA 22201-3359

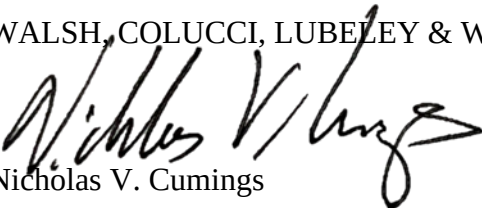
LOUDOUN 703 737 3633 ■ WOODBRIDGE 703 680 4664

application form are provided to you at this time with the intent of initiating the review process in advance of the anticipated rezoning and conditional use permit application submissions.

Thank you for your attention to this matter. Please do not hesitate to contact me if you need additional information.

Very truly yours,

WALSH, COLUCCI, LUBELEY & WALSH, P.C.



Nicholas V. Cumings

Attachment

CC: Deja M. Burt
Bernard S. Suchicital



APPLICATION FOR OUT-OF-TOWN UTILITY CONNECTION

Town of Front Royal
Public Works
800 Crosby Rd – PO Box 1560
Front Royal VA 22630
(540) 635-7819 (O) • (540) 635-8973 (F)
www.frontroyalva.com

Application Date: 3/24/2025; Rev. - 4/17/2025

Owner(s) / Applicant(s) Full Name: Stafford One Investments, LLC

Mailing Address: 13580 Groupe Drive, Suite 200

City/State/Zip: Woodbridge, VA 22192

Daytime Phone: 703-737-3633; 703-528-4700 Email: eswisshelm@thelandlawyers.com; ncummings@thelandlawyers.com

Property Address/Lot #: 986 John Marshall Highway

IF RESIDENTIAL:

Type of Unit:

☐ Single Family ☐ Townhouse ☐ Duplex/Multi Family

IF COMMERCIAL or INDUSTRIAL:

Type of Business: Industrial

Number of Employees: unknown Hours of Operation: unknown

Estimated Usage: 4,500 gallons per day

ALL APPLICANTS:

Number of Toilets: N/A Urinals: N/A Sinks: N/A Tubs/Showers: N/A

Size of Meter (Must match water service size): 2"

Fire Suppression Required: Yes / No Meter size 10"

THIS SECTION TO BE COMPLETED BY WARREN COUNTY PLANNING DEPARTMENT

Application Approved by Board of Supervisors: _____ Date: _____

Application Approved by Building Department: _____ Date: _____

Application Approved by Planning Staff: _____ Date: _____

Director of Planning Signature: _____ Date: _____

TOWN APPROVAL PROCESS

- ✓ Approval of Connection by Town Council if applicable (Four Weeks)
- ✓ Review of Site Plans if applicable (Three Weeks per submittal)
- ✓ If Commercial-Completion of PILOT Agreement, if applicable-through Town Attorney's Office (Two Weeks)
- ✓ Payment of Applicable Fees through Finance Department (One Week)
- ✓ Developer provides and installs all equipment (pipes, valves, meters, etc.)

THIS SECTION TO BE COMPLETED BY PUBLIC WORKS

Water & Sewer Availability: _____

Utility Extension Required: _____

Utility Plans Reviewed & Approved: _____

PILOT Agreement Completed: _____

Confirmation from Director of Finance that Taxes have been paid in full: _____ Date: _____

Signature: _____

FEES:

Water Connection Fee _____

Water Additional Fee _____

Fire Suppression Fee _____

Sub Total (Water) _____

Sewer Connection Fee _____

Sewer Additional Fee _____

Sub Total (Sewer) _____

TOTAL _____

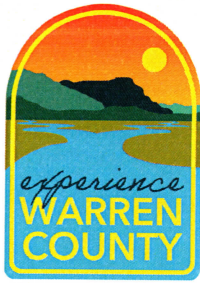
Public Works Director Signature: _____ Date: _____

134-71.1 PURCHASE OF WATER AND SEWER TAPS

- A water and sewer connection can be purchased from the Town of Front Royal only for a specific, designated building site or lot.
- Once an application to purchase a water and sewer connection has been received, the connection shall not be transferrable to another site.
- If the water and sewer connection is not installed within twelve (12) months from the date of purchase because the purchaser is not ready for actual installation, the purchase shall be voided and the purchase price alone shall be refunded without interest.
- Water and sewer connection fees shall be paid upon application. However, when a single developer in a single application requests the purchase of six (6) or more water and sewer taps for six (6) or more building units, the connection fee for each tap may be paid upon actual installation of each respective tap. (Ord. No. 2-86 Added Entire Section 2-10-86-Effective Upon Passage)

GENERAL INFORMATION

1. A site plan or plat depicting the utility connection locations to the Town water and sewer mains must be included with this application. Warren County may release building permit upon Town approval of site plans.
2. All owner information must be completed and Warren County approvals received prior to processing by the Town.
3. The tax map number can be found on your Zoning or Building permit. If you do not know this number, it can be obtained from the County Planning Department (540-636-3354).
4. Connection fee information can be obtained from the Town website www.frontroyalva.com or by contacting Public Works (540) 635-7819.
5. For tenant occupied structures, separate water meters must be provided for each unit.
6. Information about the Town's PILOT program and Out-of-Town Water & Sewage Service Agreement can be obtained from the Town website www.frontroyalva.com or by contacting the Town Attorney at (540) 635-8007. Warren County may release Occupancy Permit upon completion of PILOT Agreement.
7. Out-of-Town residential & industrial fees & rates are 200% in-Town rates.



COUNTY OF WARREN

County Administrator's Office
Warren County Government Center
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630
Phone: (540) 636-4600
Email: edaley@warrencountyva.gov

Dr. Edwin C. Daley
County Administrator

MEMORANDUM

TO: Matt Wendling, Planning Director

FROM: Zach Henderson, Deputy Clerk of the Board

SUBJECT: Stafford One Investments, LLC a request for public sewer and water from the Town of Front Royal for an Industrial land-use in the Rt. 340-522 Corridor.

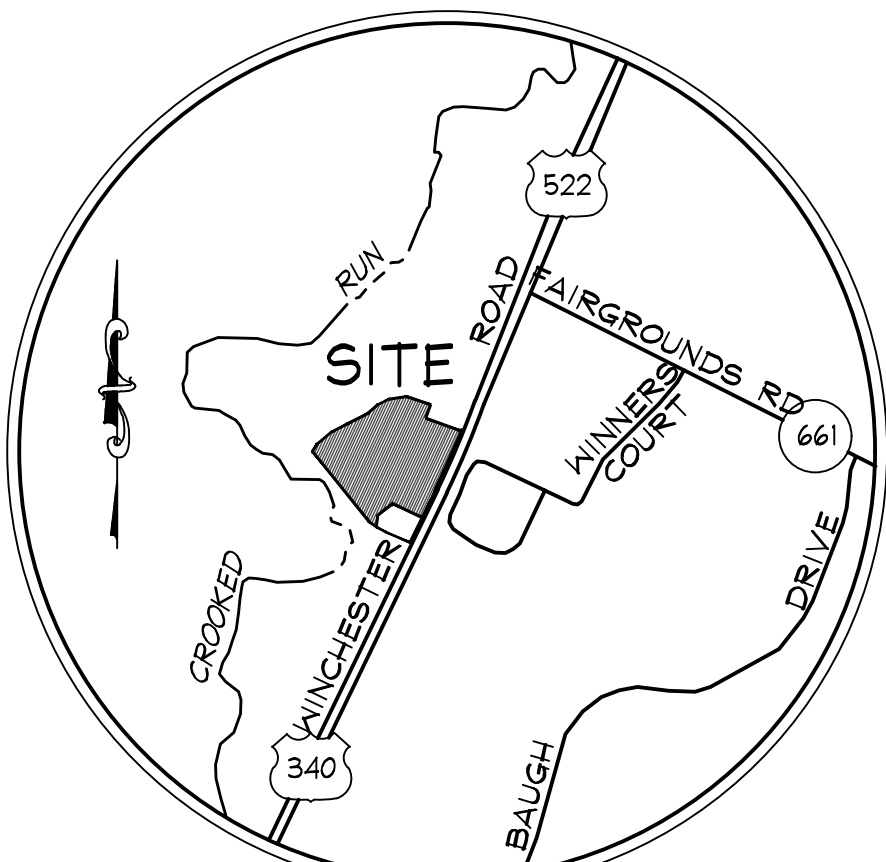
DATE: 02/19/2025

The Board of Supervisors, at its meeting on February 18th, 2025, requested that the Town of Front Royal provide public water and sewer service to the properties identified on Tax Maps 12--Parcel 6F, 4---Parcel 44B, 4---Parcel 43A and a portion of Tax Map 4---Parcel 45B.

REZONING / CONDITIONAL USE PERMIT PLAN

FOR
CROOKED RUN ASSEMBLAGE

NORTH RIVER ELECTION DISTRICT
WARREN COUNTY, VIRGINIA



VICINITY MAP
SCALE: 1"=2000'

SHEET INDEX:	
TITLE	SHEET NO.
COVER SHEET	1
EXISTING CONDITIONS PLAN	2
CONCEPT PLAN.	3
LANDSCAPE PLAN	4

OWNER:

522 PROPERTIES L.L.C.
P.O. BOX 41
FRONT ROYAL, VA 22630
540.550.6705

APPLICANT:

STAFFORD ONE
INVESTMENTS LLC
13580 GROUPE DRIVE
SUITE 200
WOODBIDGE, VA 22192
703.737.3633

LAND USE ATTORNEY

WALSH, COLUCCI,
LUBELEY & WALSH, P.C.
1 E MARKET STREET, SUITE 300
LEESBURG, VA 20176
703.737.3633

ENGINEER:

GROUPE
13580 GROUPE DRIVE
SUITE 200
WOODBIDGE, VA 22192
703.670.0985

ENVIRONMENT:

ECS MID-ATLANTIC, LLC
166 WINDY HILL LANE
WINCHESTER, VA 22602
540.667.3750

TRANSPORATION ENGINEER:

GOROVE SLADE
4114 LEGATO ROAD
SUITE 650
FAIRFAX, VA 22033
703.787.9595

ENGINEERING GROUPE PROJECT STATUS

DATE	ACTION

DATE: JAN. 31, 2025
SCALE: 1"=60'
DESIGNER: JIL
DRAFTSMAN: DMB
FILE NO. M-3414
SHEET 1 OF 4

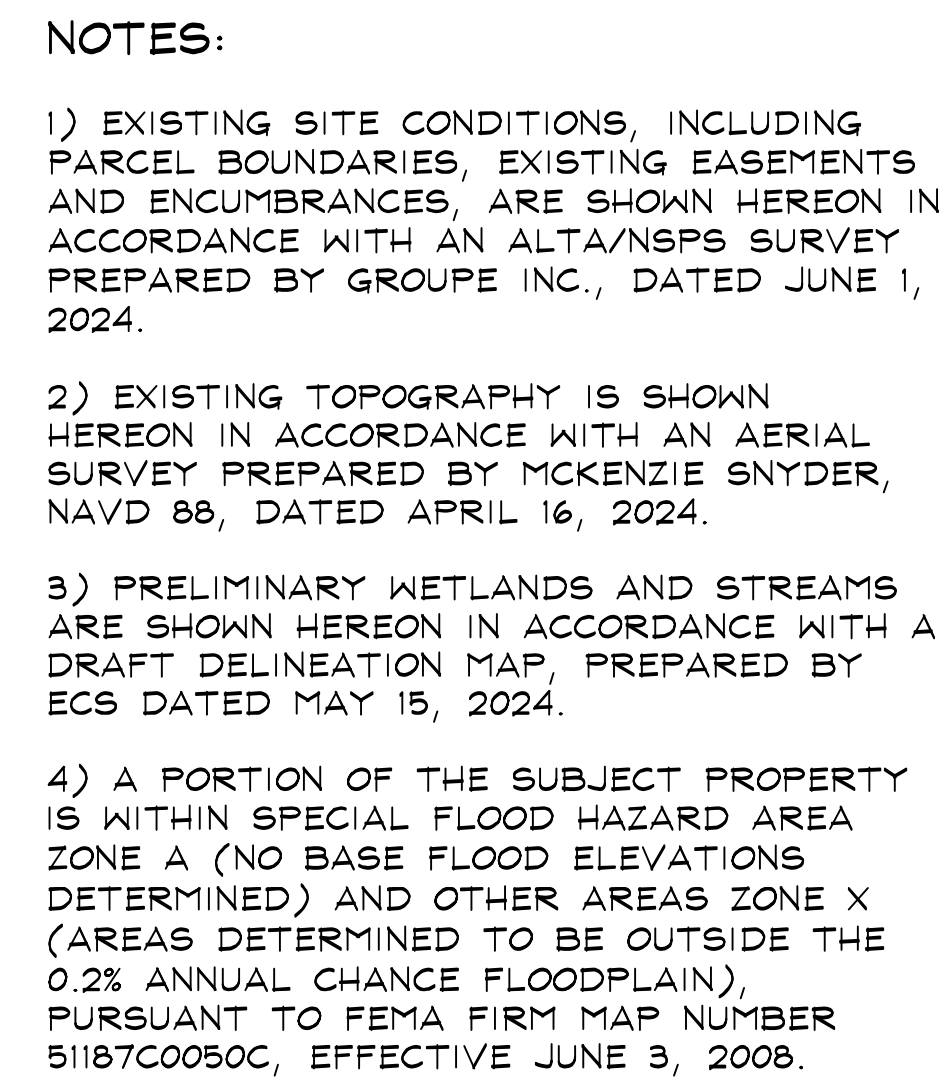
COVER SHEET
CROOKED RUN ASSEMBLAGE
REZONING / CUP
NORTH RIVER ELECTION DISTRICT
WARREN COUNTY, VIRGINIA



The Engineering Groupe, Inc.

GROUPE
PLAN • SURVEY • ENGINEER • MANAGE
GROUPE.COM | 703-670-0985

Central Office
13580 Groupe Drive,
Woodbridge, VA 22192
South Office
10333 Sunrise Farming Blvd.,
Suite 121
Fredericksburg, VA 22407
West Office
9 Loudoun Street, SE
Leesburg, VA 20175



N/F
SLATE RUN
FARM, LLC
INST. 210003053
TM: 12 6
EX. ZONE:
AGRICULTURAL

FEMA FIRM MAP NO. 5187C0050C
EFFECTIVE DATE 6/2/2008

522 PROPERTIES, LLC
INST. 060008273
TM: 12 6F
AREA: 871,798 S.F.
OR 20.01374 ACRES
EX. ZONE: AGRICULTURAL
EX. USE: VACANT LAND

522 PROPERTIES, LLC
INST. 050004882
TM: 4 43A
AREA: 43.811
OR 1.00575 ACRES
EX. ZONE: COMMERCIAL
EX. USE: FAIR MARKET -
RESIDENTIAL

522 PROPERTIES, L.L.C.
INST. 140005030
TM: 4 44B
AREA: 247,548 S.F.
OR 5.68292 ACRES
EX. ZONE: AGRICULTURAL
EX. USE: DWELLING

N/F
ROBERT SWANE
VIANDS AND
GARY LANE VIANDS
INST. WF19000107
TM: 4 44
EX. ZONE:
AGRICULTURAL

N/F
LONE PINE
HOLDINGS, LLC
INST. 210005283
TM: 4 45BI
EX. ZONE:
COMMERCIAL

522 PROPERTIES, LLC
INST. 050004882
TM: 4 45B
AREA: 181,379 S.F.
OR 4.16389 ACRES
EX. ZONE: COMMERCIAL
EX. USE: VACANT LAND

CONC.
SLAB/BUILDING
REMAINS

EXISTING
DWELLING
#6644

APPROX. 6 LOC.
NORTHERN VIRGINIA
POWER CO. EASEMENT
D.B. 91 PG. 363

CONC. PAD.
W/CANOPY

FRAME
SHED

FRAME
CHICKEN COOP

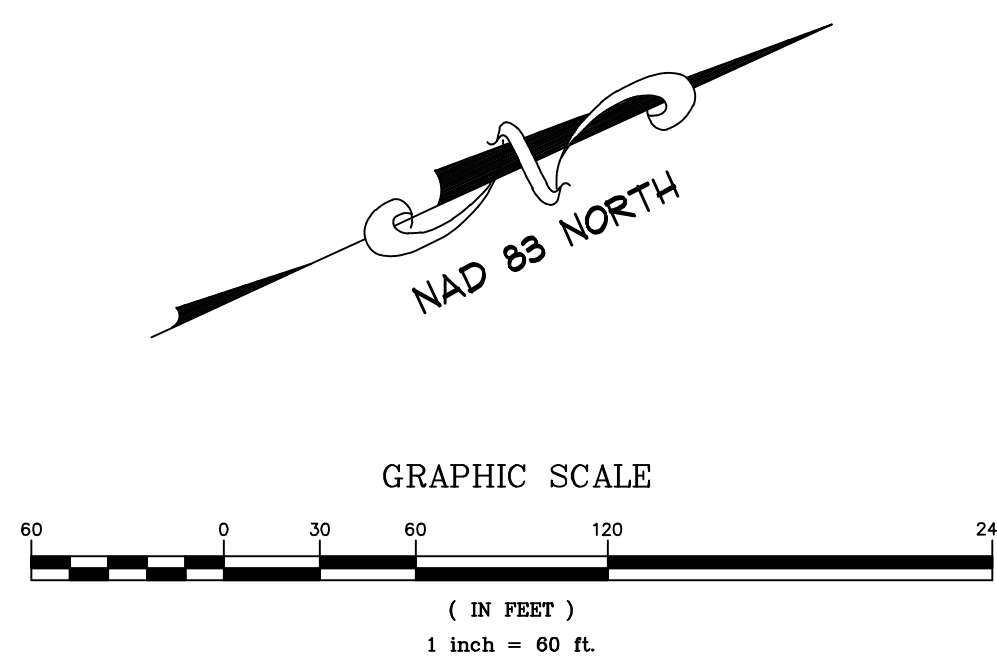
The diagram shows a dashed line representing a path or boundary. A solid line connects the 'FRAME SHED' to the 'FRAME CHICKEN COOP'. A small square with two dots is located at the junction of these two lines.

- FRAME
- SHED(x2)

APPROX. & LOC
VA. TELEPHONE
TELEGRAPH CO
EASEMENT
D.B. 91 PG. 363

EXISTING
DWELLING
#6490

WINCHESTER ROAD
STATE ROUTE 340 & 522
(160' WIDE)
D.B. 90 PG. 379
VDOT MINOR ARTERIAL
POSTED SPEED LIMIT: 55 MPH



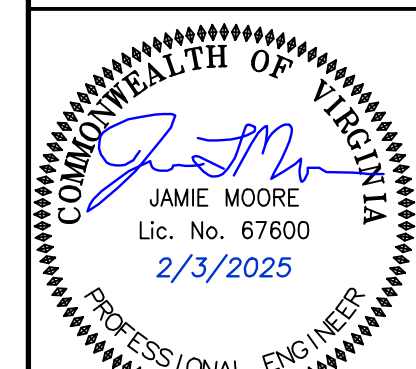
ENGINEERING GROUPE	PROJECT STATUS
DATE	ACTION

DATE:	JAN. 31, 2025
SCALE:	1"=60'
DESIGNER:	JL
DRAFTSMAN:	DMB
FILE NO.	M-3414
SHEET	2 OF 4

EXISTING CONDITIONS

CROOKED RUN ASSEMBLAGE
REZONING / CUP

NORTH RIVER ELECTION DISTRICT
WARREN COUNTY, VIRGINIA



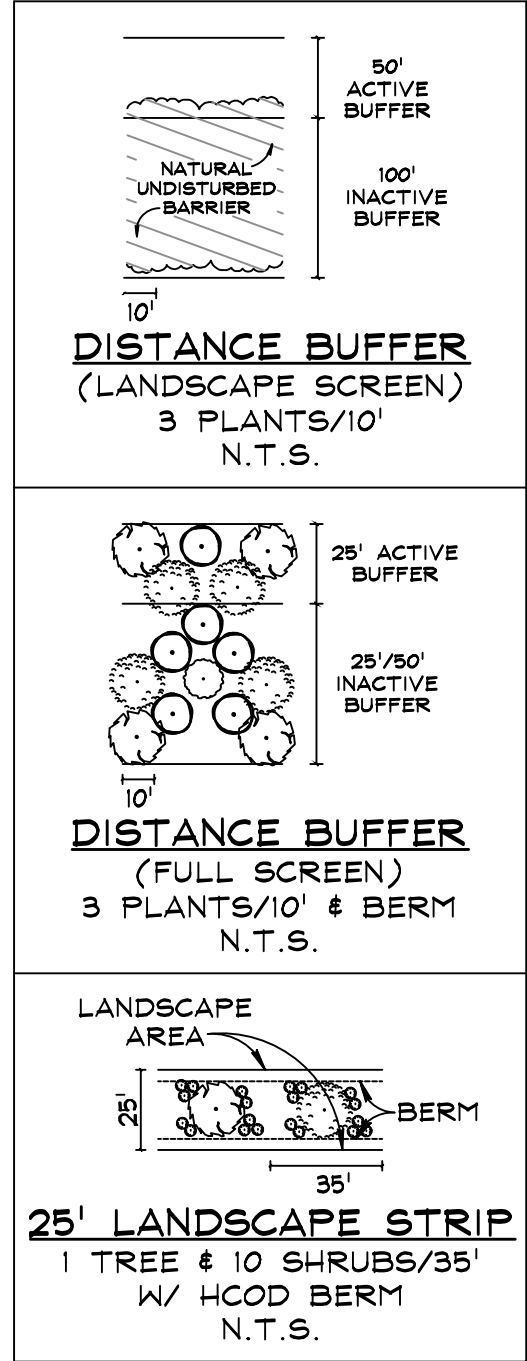
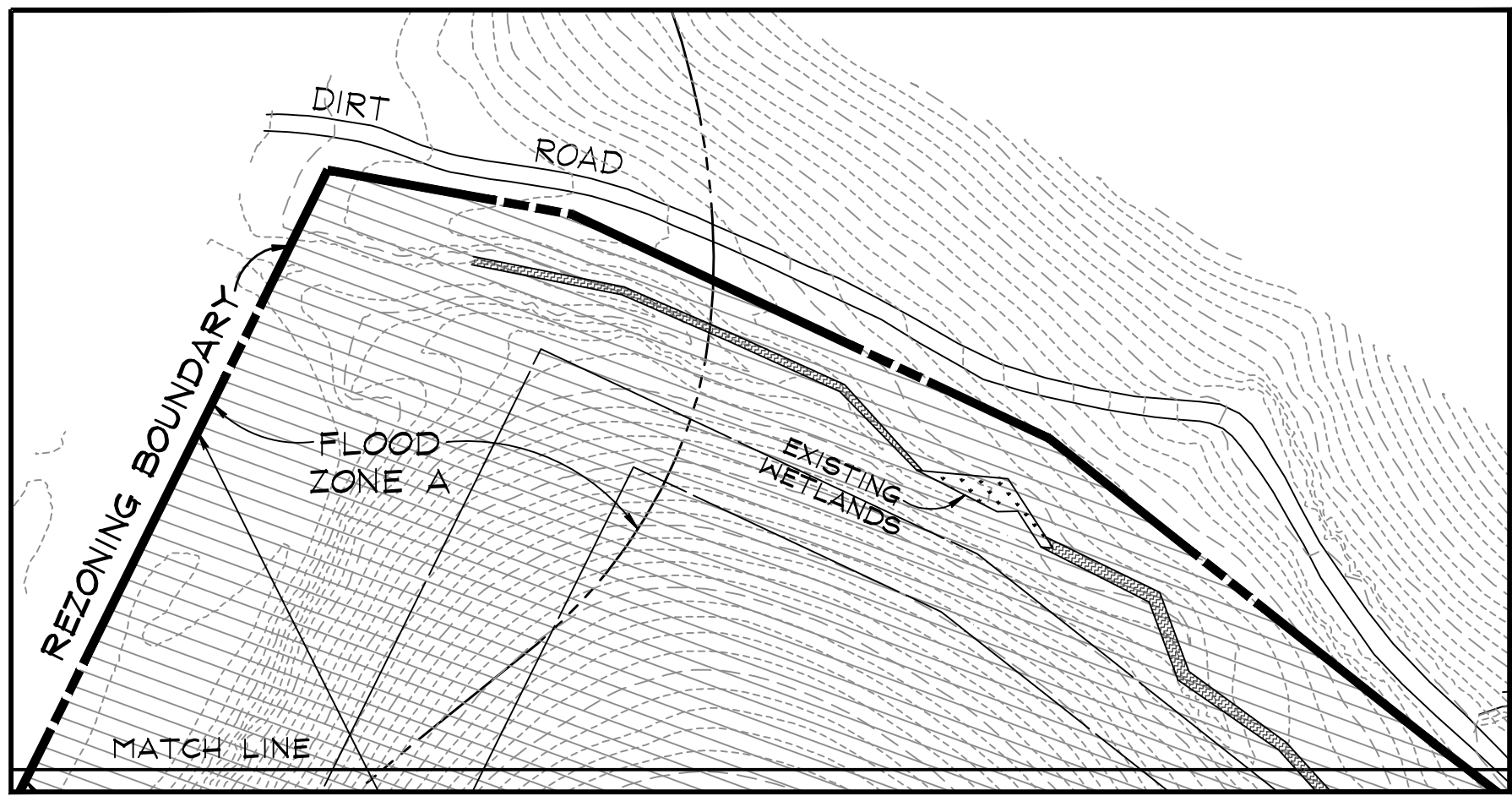
The Engineering Group

GROUPE
PLAN • SURVEY • ENGINEER • MANAGE
GROUPE.COM | 703-670-0985

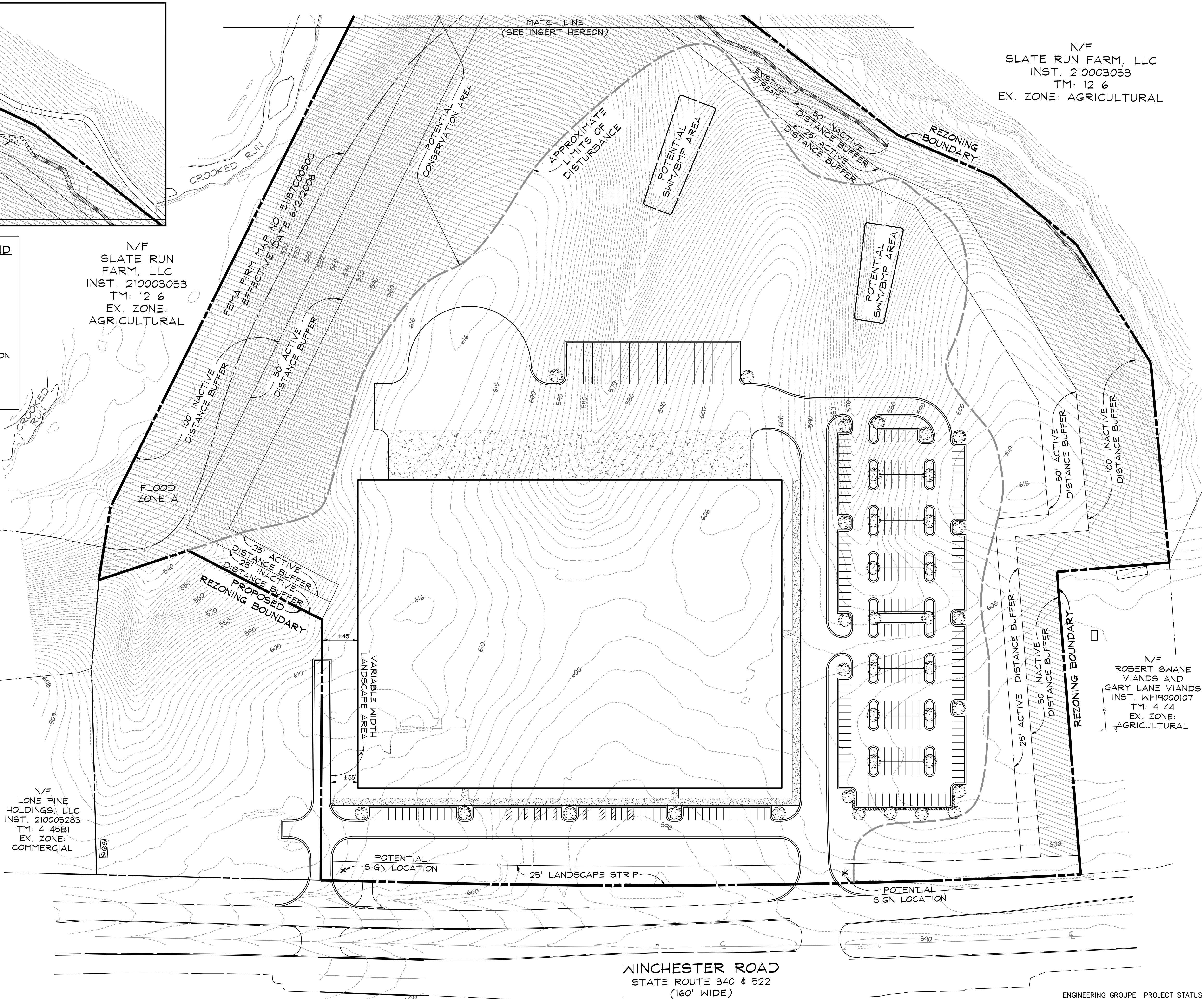
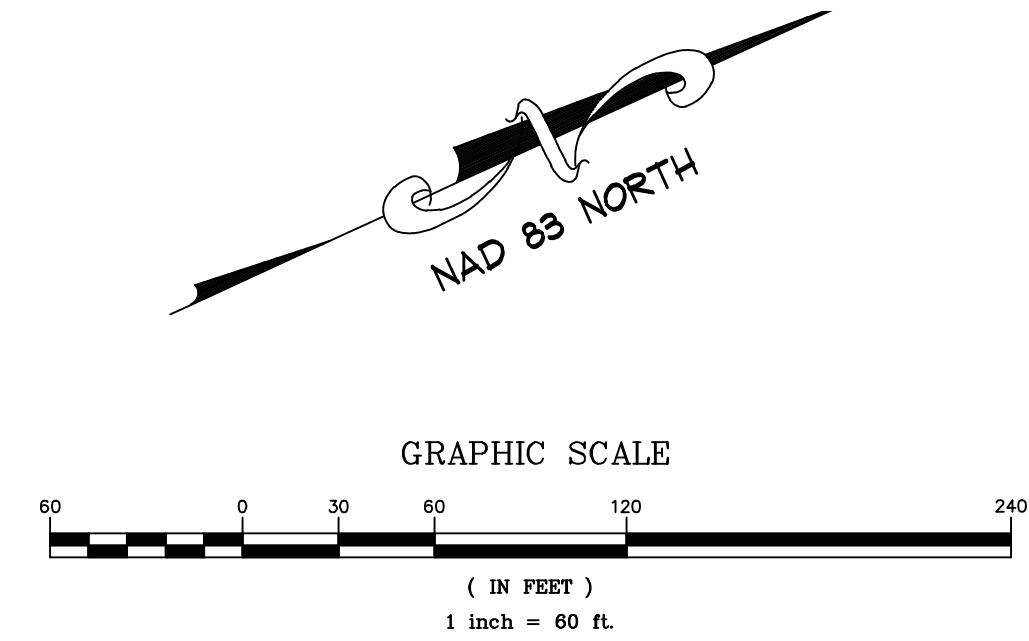
Central Office
13580 Groupe Drive,
Suite 200
Woodbridge, VA 22192

South Office
03333 Southpoint Landing Blvd,
Suite 121
Fredericksburg, VA 22407

West Office
9 Loudoun Street, SE
Leesburg, VA 20175



- NOTES:
- 1) PROPOSED LANDSCAPING, AS SHOWN HEREON, IS PRELIMINARY, SUBJECT TO CHANGES IN ACCORDANCE WITH FINAL ENGINEERING. PLANT UNIT TYPES, SPECIES AND LOCATIONS WILL BE DETERMINED WITH THE FINAL SITE PLAN, DESIGNED IN ACCORDANCE WITH WARREN COUNTY ZONING AND DESIGN STANDARDS.
 - 2) THE APPROXIMATE LIMITS OF DISTURBANCE, AS SHOWN HEREON, IS PRELIMINARY, SUBJECT TO MODIFICATIONS AT FINAL SITE PLAN.
 - 3) CONSERVATION AREAS, AS SHOWN HEREON, ARE PRELIMINARY, SUBJECT TO MINOR MODIFICATIONS AT FINAL SITE PLAN. ADDITIONAL AREAS OF CONSERVATION MAY BE PROVIDED WITH THE FINAL SITE PLAN.
 - 4) BUFFER AREAS OUTSIDE THE LIMITS OF DISTURBANCE MAY USE NATURAL BARRIERS IN LIEU OF PROPOSED SCREENING, AS PERMITTED IN ACCORDANCE WITH SECTION 180-18 OF THE WARREN COUNTY ZONING ORDINANCE.
 - 5) A VARIABLE WIDTH LANDSCAPE AREA IS PROVIDED ALONG THE WESTERN BOUNDARY WITH THE RESIDUAL PORTION OF TAX MAP 4 45B. SCREENING WILL BE PROVIDED IN ACCORDANCE WITH THE 25' LANDSCAPE STRIP DETAIL SHOWN HEREON.



N/F
SLATE RUN FARM, LLC
INST. 210003053
TM: 12 6
EX. ZONE: AGRICULTURAL

N/F
SLATE RUN FARM, LLC
INST. 210003053
TM: 12 6
EX. ZONE: AGRICULTURAL

N/F
LONE PINE HOLDINGS, LLC
INST. 210005283
TM: 4 45B1
EX. ZONE: COMMERCIAL

N/F
ROBERT SWANE VIANDS AND
GARY LANE VIANDS
INST. WF19000107
TM: 4 44
EX. ZONE: AGRICULTURAL

WINCHESTER ROAD
STATE ROUTE 340 & 522
(160' WIDE)
D.B. 90 PG. 379
VDOT MINOR ARTERIAL
POSTED SPEED LIMIT: 55 MPH

ENGINEERING GROUPE PROJECT STATUS	
DATE	ACTION

Central Office
13580 Groupe Drive,
Suite 200
Woodbridge, VA 22192

South Office
10333 Southpoint Landing Blvd,
Suite 121
Fredericksburg, VA 22407

West Office
9 Loudoun Street, SE
Leesburg, VA 20175

GROUPE

PLAN · SURVEY · ENGINEER · MANAGE

NO.	DATE	COUNTY	REVISIONS

LANDSCAPE PLAN
CROOKED RUN ASSEMBLAGE
REZONING / CUP
NORTH RIVER ELECTION DISTRICT
WARREN COUNTY, VIRGINIA

DATE: JAN. 31, 2025
SCALE: 1"=60'
DESIGNER: JIL
DRAFTSMAN: DMB
FILE NO. M-3414
SHEET 4 OF 4

PROFFER STATEMENT
RE: Crooked Run Assemblage Rezoning
February 4, 2025
File Number: _____

Rezoning: Crooked Run Assemblage Rezoning

Record Owner: 522 Properties, L.L.C.

Applicant: Stafford One Investments, LLC

Property: 12 6F; 4 44B; 4 43A; 4 45B (a portion thereof); comprising approximately 28.23 acres as shown on the Rezoning Plan (hereinafter the “Property”)

Zoning: Agricultural to Industrial

Project Name: Crooked Run Assemblage Rezoning

Original Proffer Date: February 4, 2025

Preliminary Matters:

Pursuant to Va. Code Ann. § 15.2-2296, et seq., and § 180-63 of the Warren County Zoning Ordinance, the undersigned hereby proffers that the development and use of the Property shall be in substantial conformance with the following conditions. In the event this rezoning is granted as applied for by the Applicant, then these proffers shall supersede and replace in their entirety all other proffers made prior hereto with respect to the Property. In the event this rezoning is not granted as applied for by the Applicant, then these proffers shall be deemed withdrawn and shall be null and void, and any existing proffers will remain in full force and effect.

The headings of the proffers set forth below have been prepared for convenience or reference only and shall not control or affect the meaning or be taken as an interpretation of any provision of the proffers. Any improvements proffered herein below shall be provided at the time of development of the portion of the site served by the improvement, unless otherwise specified. The terms “Applicant” and “Developer” shall include the current and all future owners and successors in interest.

For purposes of reference in this Proffer Statement, the “Rezoning Plan” shall be that plan, consisting of four (4) sheets, prepared by The Engineering Groupe, Inc., entitled, “Rezoning Plan/Conditional Use Permit Plan for Crooked Run Assemblage and dated January 31, 2025 (the “RP”).

1. DEVELOPMENT AND USE OF THE PROPERTY

- 1.1. The subject Property shall be developed in substantial conformance with the RP and as is specifically set forth in these Proffers. Upon submission of final site or subdivision plans, minor changes and adjustments may be made to the road alignments, entrances, parking, dimensions and location of the SWM/BMP facilities, the exact configuration and location of building footprints, and other similar features as shown on the RP, to accommodate final engineering, provided they meet the intent of these Proffers and are approved by the Director of Planning.
- 1.2. The following uses shall be prohibited on the Property:
 - 1.2.1. Automobile graveyard or junkyard
 - 1.2.2. Bottled gas storage and service
 - 1.2.3. Extraction of natural resources and borrow pits, except what is associated with the initial clearing and grading of the Property
 - 1.2.4. Manufacture of cinder blocks, concrete, concrete products, brick and similar products
 - 1.2.5. Batch mix asphalt plant
 - 1.2.6. Kennel, commercial
- 1.3. The Applicant may construct not more than 220,000 gross sq. ft. of Warehousing and Distribution Facilities, as defined in the Warren County Zoning Ordinance.
- 1.4. The Property may be developed with any permitted use within the Industrial District (§ 180-28) and HC Overlay District. The Property may also be developed with any uses permitted in these zoning districts also requiring approval of a Conditional Use Permit, provided that such uses may only be permitted following the approval of an application for such Use Permit, and that total development on the Property does not exceed approximately 220,000 square feet.

2. COMMUNITY DESIGN

- 2.1. Landscaping. Perimeter landscaping shall be provided in substantial conformance with Sheets 3 through 4 of the RP. All new landscaping/plantings shall be indigenous species, native to Virginia, and drought resistant.
- 2.2. Height. The maximum building height on the Property shall be 50 feet.

3. TRANSPORTATION

- 3.1. For purposes of traffic analysis, the Applicant may use ITE Use Group 130, Industrial Park, to analyze its anticipated traffic impacts for the Property.

4. SIGNAGE

- 4.1. The Applicant shall be limited to a single monument sign located at the entrance to the Property that is shown on the RP. All signage shall conform to the applicable provisions of § 180-14 of the Zoning Ordinance. Nothing in this proffer shall preclude each owner or tenant of a building from installing building mounted signs, internal to the site, so long as they conform to the provisions of § 180-14 of the Zoning Ordinance.

5. LIGHTING

- 5.1. All lighting shall conform to the provisions of § 180-49.2 of the Zoning Ordinance. The Applicant shall prepare and submit a photometric plan as a part of the final site plan process demonstrating the minimization of off-site lighting impacts on lower intensity uses.

6. FIRE AND RESCUE

- 6.1. The Applicant shall contribute to Warren County the sum of \$150.00 per 1,000 gross square feet of constructed building as depicted on each final site plan, to be used for fire and rescue purposes. The contribution shall be made at the time of issuance of the certificate of occupancy for each structure built on the Property.

7. ECONOMY

- 7.1. The Applicant shall provide outreach to qualified persons residing in Warren County who may be interested in employment for the proposed use, through a variety of media such as local job fairs, links that can be made available on the County's website, and job postings on the Laurel Ridge Community College's career opportunities webpage.

8. ENVIRONMENT

- 8.1. The Applicant shall avoid disturbance within the area identified as "POTENTIAL CONSERVATION AREA" on sheets 3 and 4 of the RP.

9. WATER AND SEWER

- 9.1. The Property shall be served with public water and public sewer. At its expense, the Applicant shall design and construct all on-site and off-site improvements necessary to provide service for the demand generated by development in

accordance with applicable Front Royal Public Works Department, Warren County, and Virginia laws, ordinances, and regulations.

10. ESCALATOR

In the event the monetary contributions set forth in this Proffer Statement are paid to Warren County within twenty-four (24) months after final approval of this rezoning, as applied for by the Applicant, said contributions shall be in the amounts as stated herein. Any monetary contributions set forth in this Proffer Statement which are to be paid to the County after that time shall be adjusted in accordance with the Urban Consumer Price Index (CPI-U), published by the United States Department of Labor, such that at the time contributions are paid they shall be adjusted by the percentage change in the CPI-U from that date twenty-four (24) months after final approval of this rezoning to the most recently available CPI-U to the date the contributions are paid, or six per cent (6%) per year, whichever is less.

[Signatures on following pages]

SIGNATURE PAGE

OWNER

522 Properties, L.L.C.

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA

COUNTY OF _____: to-wit:

The foregoing instrument was acknowledged before me, this _____ day of _____, 2025, by _____.

Notary Public

My Commission Expires: _____

My Notary Registration Number: _____

STATEMENT OF JUSTIFICATION

Crooked Run Assemblage

Tax Map Parcels 12-6F, 4-44B, 4-43A, 4-45B (a 1.53acre portion)

February 4, 2025

Introduction

Stafford One Investments, LLC (the “Applicant”) is the contract purchaser of the 28.23 acre Property described above, and is serving as Applicant for a Rezoning and a Conditional Use permit for the Property. As detailed below, the Applicant proposes to rezone the Property from the Commercial District (§ 180-27), Agricultural District (§ 180-21), and the Highway Corridor (“HC”) Overlay District (§ 180.29.1) to the Industrial District (§ 180-28) and HC Overlay District to construct a 220,000-square-foot industrial warehouse building with associated parking and loading spaces on approximately 28.23 acres. The Applicant is also seeking approval of a Conditional Use Permit (“CUP”) from the Warren County Board of Supervisors (the “Board”) for the proposed use. As per § 180.29.1.E of the Warren County Zoning Ordinance (the “Zoning Ordinance”), a CUP is required for any proposed structure which is located within the HC Overlay District that is greater than 50,000 square feet. Finally, there is an existing flood zone in the southwest corner of the property, and a potential conservation area is proposed to mitigate impacts to the flood zone. The current owner of the Property is a party to the application, and has provided its consent via its signature on the rezoning application form.

Property Background

The Property consists of four parcels of record containing approximately 28.23 acres located in the Nineveh area of the North River Election District. It is located on the west side of Winchester Road (US Route 340/522) at its intersection with Winners Court, east of Crooked Run, and contains two existing residential dwelling units on Parcels 4-43B and 4-44B, with the balance of the land area remaining vacant. The Property is currently zoned to the Commercial District (§ 180-27), Agricultural District (§ 180-21), and the Highway Corridor Overlay District (§ 180.29.1) as defined by the Zoning Ordinance. Additional parcel information is provided in the table below:

Tax Map No.	Land Area	Zoning District/Overlay District
A portion of 4-45B	66,647	Commercial Zoning District, HC Overlay District
4-43B	43,811	Commercial Zoning District, HC Overlay District
4-44B	247,548	Agricultural Zoning District, HC Overlay District
12-6F	871,798	Agricultural Zoning District, partially in the HC Overlay District

East of Winchester Road from the Property is the RSW Regional Jail facility and an industrial warehouse building, which are both zoned to the Commercial District. The remaining balance of Parcel 4-45B is zoned to the Commercial District, and parcels west and north of the Property are zoned to the Agricultural District. All surrounding parcels are located within the HC Overlay District. The Property is composed of a mixture of soil types primarily including Endcav silt loam, Chilhowie silty clay loam, and Newark silt loam, with slopes ranging from zero to 25 percent across the Property, as per the United States Department of Agriculture Natural Resources Conservation Service Web Soil Survey.

The Warren County Comprehensive Plan's Future Land Use Map (the "Future Land Use Map") designates the land north of Front Royal along the Route 522/Route 340 corridor as almost exclusively commercial and industrial, and especially so on the eastern side of that highway. The commercially designated properties in the Comprehensive Plan tend to be centralized closer to Interstate 66, and the industrially designated lands are concentrated to the north. According to the Future Land Use Map, the Property is planned for industrial uses, and a majority of the Property is located within the Route 522 Overlay District. See Figure 1 below.

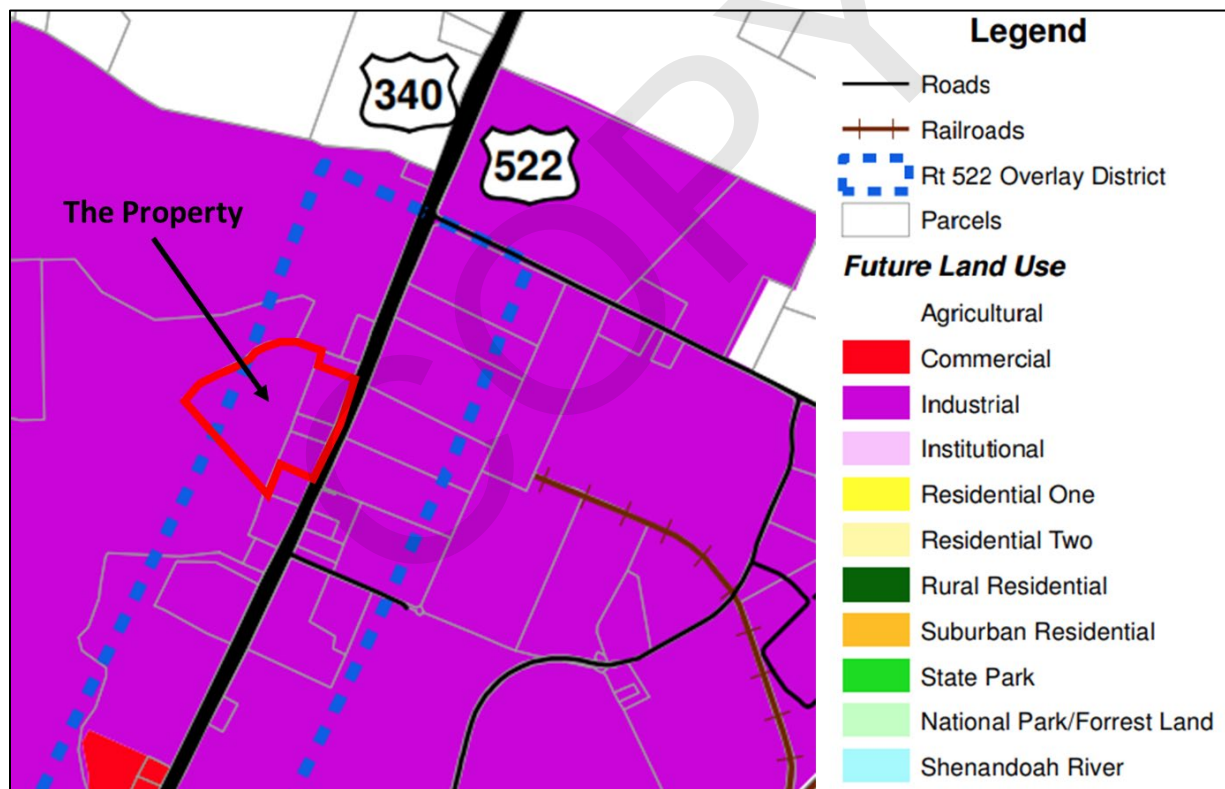


Figure 1: Future Land Use Map with approximate boundaries of the Property outlined in red.

Site-specific characteristics suggest that the Property is suitable for industrial uses. The existing Warren County Fairgrounds, regional jail facility, and large industrial warehouse presence associated with the Virginia Inland Port east of Winchester Road already establishes and encourages future industrial development in this area. Further industrial development along Winchester Road would allow for a seamless and logical transition of land uses consistent with the Comprehensive Plan's goal of accommodating industrial growth in an orderly fashion.

Proposal

The Applicant proposes to develop the Property with an approximately 220,000 square foot industrial building supported by an amount of surface parking spaces to be determined by the Zoning Administrator, including parking for potential trucks serving the site as well as future employees. The proposed structure will front Winchester Road (US Route 340 & 522), with two access points supported by an existing median break and one proposed new median break. Each access point is proposed to be full-service and allow vehicles to enter and exit the site.

Within the flood zone, located at the southwest corner of the Property, the Applicant proposes a conservation area to mitigate any potential impacts, with the limits of disturbance for the proposed structure located outside of the zone. Landscaping will be provided through a 25-foot landscape strip along Winchester Road, further screening the proposed structure from the street, and through trees planted in and around parking areas throughout the site, as well as a variable width landscape area on the southern side of the structure. Required distance buffers and setbacks will be maintained across the entire site. Stormwater management facilities are proposed on the north and northwest portions of the site, and the Applicant will comply with all stormwater management requirements at time of site plan.

As shown on the included plan set, the Applicant further proposes a modification or waiver of the zoning district buffering between the proposed Industrial district and the Commercial district to the southwest. While the portion of the property to remain commercial is not included in the application boundary, the Applicant is the contract purchaser of that land, as well. The Applicant anticipates that the commercial portion of the Property will be developed with a filling station or other commercial use that will support and be complimentary to the industrial building on the Property, so that the parcels will all operate as a cohesive campus. Section 180.18 permits the waiver of buffering requirements when the uses proposed are permitted in each zoning district, and warehousing is permitted in both the Commercial and Industrial zoning districts.

Finally, the Applicant also requests the flexibility to, at the time of site plan, develop the Property with any other permitted use in the Industrial District (§ 180-28) and HC Overlay District in addition to the proposed warehousing and distribution uses envisioned in this application. Furthermore, the Applicant requests the flexibility to develop the Property with any uses permitted in either district that require a Conditional Use Permit, provided that such uses would only be permitted following the approval of an application for such Use Permit, and that total development on the Property would not exceed the approximately 220,000 square feet proposed in this application.

Conditional Use Permit

All of the parcels associated with the proposed development at least partially fall within the HC Overlay District which requires a conditional use permit for buildings that are greater than 50,000 square feet. As the proposed development includes the construction of buildings greater than 50,000 square feet in the HC Overlay District, the Applicant also seeks a conditional use permit as a part of this application.

The proposed development is consistent with the overall purpose of the HC Overlay District. The HC Overlay District was established to protect the public from traffic congestion and visual clutter that could create dangerous situations on public and private streets. With a substantial setback and landscaped buffer facing Winchester Street, these potential impacts will be mitigated. The Applicant will work with the County to ensure consistency with any requirements imposed pursuant to the HC Overlay District as well.

The proposed development complies with the general standards and conditions identified in § 180-63.D of the Zoning Ordinance for conditional use permits as follows:

- (1) The proposed use at the specified location shall be in harmony with the adopted Comprehensive Plan.*

The Comprehensive Plan recommends industrial uses on the Property.

- (2) The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.*

The proposed use complies with Zoning Ordinance regulations as per § 180-28 and § 180-29.1.

- (3) The proposed use shall be such that it will be harmonious with and will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the adopted Comprehensive Plan. The location, size and height of buildings, structures, walls and fences and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.*

The proposed use will not impact the ability of adjacent parcels to develop in accordance with the Zoning Ordinance and Comprehensive Plan.

- (4) The proposed use shall be such that pedestrian and vehicular traffic associated with such use will not be hazardous or in conflict with the existing and anticipated traffic in the area.*

The proposed use will not conflict with existing and anticipated traffic or create a traffic hazard.

- (5) Adequate utility, drainage, parking, loading and other necessary facilities to serve the proposed use shall be provided.*

Adequate utility connections, stormwater facilities, parking spaces, and other infrastructure are included in the proposal.

Transportation Impact

Access to the Property will be provided via two full-service access points along Winchester Road (US Route 340 & 522). These access points align with an existing median break and a proposed new median break on Winchester Road. The proposed development further provides for site circulation via an internal network of drive aisles, and corresponding pedestrian circulation via a series of sidewalks as detailed on the plan set included with the application materials.

The Applicant held a scoping meeting with the Virginia Department of Transportation (“VDOT”) on June 25, 2024, and has engaged Gorove Slade to perform a full traffic impact analysis (“TIA”) based upon that discussion. The Applicant will update the application documents and tender a copy of the completed TIA to County Staff upon its completion.

Economic Impact

The proposed use is consistent with the County’s objective of diversifying and increasing its non-residential tax base. The proposal is a significant investment in the County, transforming vacant land that has thus far failed to attract commercial development, into tax producing property. It will also create jobs in the County, providing more opportunities for people who live in the County to work near home as well. More opportunities for work and high paying jobs in Warren County will have secondary economic benefits as well, through increased local demand for goods and services, and additional sales tax revenue through discretionary spending.

Impact on Community Facilities

The proposed development will connect to public water and sewer. Stormwater management to accommodate an increase in impervious surfaces will be provided on site and will be subject to review by the Department of Environmental Quality. It will have no impact on schools, library capacity, or parks and recreation, and very little on public safety.

Environment

The Property is largely forested and vegetated. Because it is surrounded by existing industrial development to the east, disturbed land, and a high-volume roadway, it is already segregated from wildlife areas and has little value as a wildlife corridor. According to the Virginia Department of Conservation and Recreation (DCR) Natural Heritage Data Explorer, the existing forested areas are labeled as having only average, or moderate conservation value.

Because the Applicant does not yet have tenants for the buildings that it proposes, it is impossible to provide a listing of all chemicals to be used, housed or generated on the premises or to provide a statement as to the standards of compliance relative to the emission and/or release of noise, dust, smoke, glare, light, heat, vibration, toxic gases, atomic particles, electromagnetic waves, hazardous substances, solid waste, liquid effluent and any other activity that may cause a disturbance to the environment. Any proposed use would be required to meet all applicable state and federal laws and regulations with respect to the environment, including but not limited to the Clean Air Act, the Clean Water Act and the Endangered Species Act.

Fire, Rescue, and Police Services

The Property will be serviced by the North Warren Volunteer Fire & Rescue Company 10. The station is located off of Rockland Court, immediately north of the Property. The Company employs a combination of career and volunteer fire and rescue personnel and it responds to approximately 1,700 calls a year. The Applicant will coordinate with Company 10, the Warren County Fire Marshal, and the Warren County Sheriff's Office to address site specific concerns. The Applicant will also proffer a monetary contribution to support fire and rescue services and offset its impacts based on the square footage of the development. This will be discussed with the staff during consideration of the application.

Lighting

The Applicant will prepare a detailed lighting plan in conformance with § 180-49.2 of the Zoning Ordinance and will install lighting in accordance with the plan. The lighting plan will be reviewed during final site plan review. The Applicant will, however, ensure that all lighting uses cutoff style fixtures, is limited in height above the ground, and is so designed as to prevent light spillage onto adjacent properties.

Noise

The proposed development is unlikely to have significant impacts on the surrounding area. Significant setbacks are provided to adjacent properties, and as a result, any potential noise that might emanate from the Property would be substantially mitigated. Further, the Property is bordered by US Rt. 340/522, a major thoroughfare and the principal source of noise in the area. Regardless, the Applicant, like any land user, must avoid creating nuisance conditions.

Conclusion

The proposed development is consistent with the County's comprehensive planning for the Property, and will provide economic benefit to the County while mitigating impacts from the proposed development. The Applicant has provided commitments to avoid development in environmentally sensitive areas of the property, and has provided buffering and screening to reduce impacts to neighboring properties and uses.

For all of the foregoing reasons, the Applicant respectfully requests positive consideration of the Application from County Staff, the Planning Commission, and the Board of Supervisors.



County of Warren

Rezoning & CUP

P:\Arcdata\ArcMap\Maps\Location Maps StaffordOneInvestments_522Properties_ReZoneCUP.pdf

Tax Map #
Multiple Parcels
Address
0 Winchester Road

Applicant
Stafford One Investments, LLC.
Zoning
Agricultural & Commercial

Parcel/s of Interest

12-----6F
Acreage: 20.00

4-----44B
Acreage: 5.682

4-----43A
Acreage: 1.0045

4-----45B
Acreage: 1.53

340\522

Winchester Rd

1" = 300'

County Zoning

- Agricultural
- Commercial
- Industrial
- Residential One
- Residential Two
- Suburban Residential
- Village Residential
- Rural Residential

- Right of Way
- Front Royal
- Federal Land
- State Land
- Water
- VOF Conservation Easement
- WC Conservation Easements

Produced by
Warren County GIS
2025 ©



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: May 5, 2025

Item# 04C

Agenda Item: Special Use Permit – 2500072 A request for a Special Use Permit submitted by the Warren County Community Health Coalition for a lodging house at 506 N. Royal Avenue, identified by Tax Map 20A5, Section 7, Block 18, Lots 3-4. The property is zoned C-1, Community Business District and is located in the Entrance Corridor.

Summary: On April 16, 2025, PC unanimously approved the application with the following condition:

1. *The applicant shall install six permanent parking spaces and associated parking lot built to Town Standards on the property prior to the commencement of the use."*

PC voted 4 to 1 to approve. The dissenting would have liked a condition requiring scheduled facility inspections and additional reporting requirements to appropriate authorities. This is already regulated by State level agencies; therefore, staff was not in support of the additional inspections. There is no basis for additional inspections at this level. This will be the third such facility managed by Warren County Health Coalition and there have been no complaints to Planning and Zoning for the previously approved facilities of this nature.

Budget/Funding: N/A

Staff Recommendation: Staff recommends approval with the parking condition stated by PC.

PUBLIC HEARING

2500072 – A request for a Special Use Permit submitted by the Warren County Community Health Coalition for a lodging house at 506 N. Royal Avenue, identified by Tax Map 20A5, Section 7, Block 18, Lots 3-4. The property is zoned C-1, Community Business District and is located in the Entrance Corridor.

Town of Front Royal, Virginia
Planning Commission Monthly Meeting Agenda

☐ Consent Action ☐ Administrative Action ☒ Public Hearing ☐ Discussion

Agenda Item: Special Use Permit – 2500072

MEETING DATE: April 16, 2025

SUMMARY: A request for a Special Use Permit submitted by the Warren County Community Health Coalition for a lodging house at 506 N. Royal Avenue, identified by Tax Map 20A5, Section 7, Block 18, Lots 3-4. The property is zoned C-1, Community Business District and is located in the Entrance Corridor.

STAFF RECOMMENDATION: Staff recommends approval of the Special Use permit.

MOTION: “I move that the Planning Commission forward a recommendation of approval to Town Council for Special Use Permit #2500072 for a lodging house at 506 N. Royal Avenue with the following condition:

1. The applicant shall install six permanent parking spaces and associated parking lot built to Town Standards on the property prior to the commencement of the use.”

NOTE: This is only a draft motion. Alternative motions are also welcome.

PLANNING COMMISSION ACTION:

Moved _____ *Seconded* _____

Marshner _____ *Neel* _____ *Marrazzo* _____ *Brooks* _____ *Fedoryka* _____

☐ Approved ☐ Approved w/ Conditions ☐ Denied ☐ Other



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

**Planning Commission Regular Meeting
April 16, 2025**

APPLICATION #:

2500072

APPLICANT:

Warren County Community Health Coalition

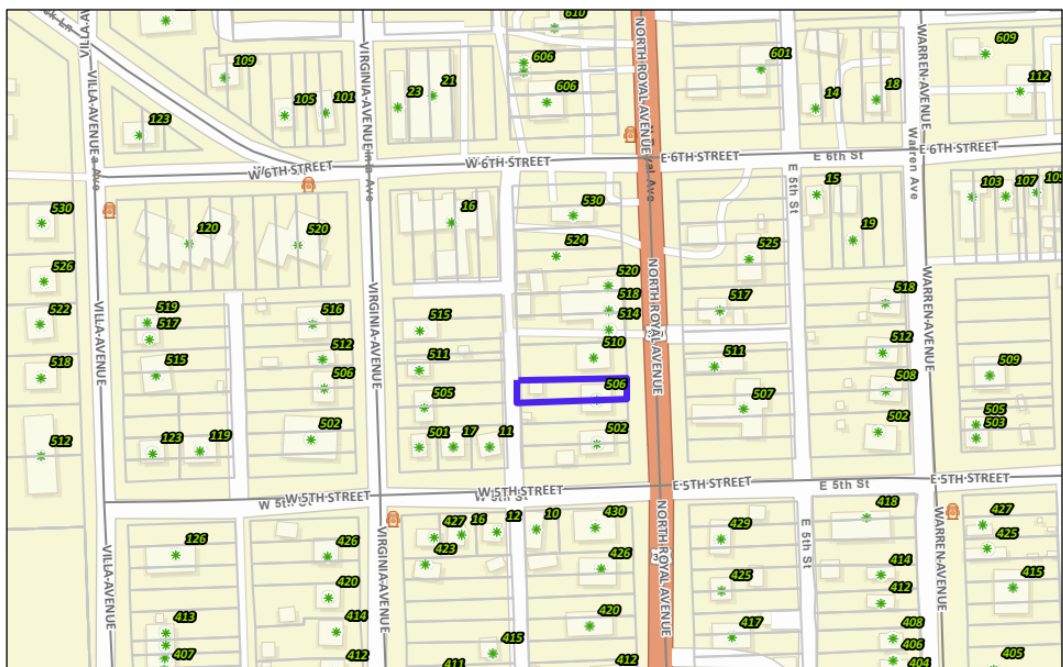
APPLICATION SUMMARY:

A Special Use Permit application has been submitted for a lodging house located at 506 N. Royal Avenue.

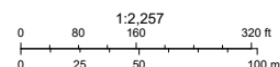
GENERAL INFORMATION:

<i>Site Addresses</i>	506 N. Royal Avenue
<i>Property Owner(s)</i>	William T. Vaught, Jr.
<i>Existing Zoning</i>	C-1, Community Business District (Entrance Corridor)
<i>Historic District</i>	No
<i>Proposed Use</i>	Lodging House
<i>Tax Identification</i>	20A5-7-18-3 & 4
<i>Location</i>	The property is located on N. Royal Avenue between W. 5 th Street and W. 6 th Street.

Vicinity Map (Warren County GIS)



April 7, 2025



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

INFORMATION ON THE APPLICATION:

Town Code

175-3, LODGING HOUSE - A residential building, other than a hotel, motel, or bed-and-breakfast home, where lodging is provided for compensation on a regular basis, pursuant to previous arrangements, but which is not open to the public or transient guests. Meals may be provided to the residents in a central location; however, no provisions shall be made for cooking in individual rooms or units. The maximum number of rooms or units shall be controlled by the area requirements of the district in which the use is located, but in no case shall the total number of lodging rooms or units exceed ten (10). A "Lodging House" shall also be known as a "Rooming House" or a "Boarding House."

175-39.B, USES PERMITTED BY SPECIAL PERMIT (C-1)

B. The following uses are permitted within the C-1 District only by approval of a special use permit, except as prohibited or restricted by separate restrictions of record that may pertain to property within the C-1 District:

RESIDENTIAL:

Apartments or dwelling units, with four (4) or more units or where located on the ground floor, subject to the provisions of Section 175-113.

COMMERCIAL:

Automobile garages, excluding where repairs work is only an accessory use, subject to the requirements of Section 175-110.3 where motor vehicle painting or body work services are provided.

Automobile Parking Lots, commercial.

Bed & Breakfasts, as set forth in Section 107.3.

Day Care Facilities and schools, subject to the provisions of Section 175 -107.1F, and any necessary improvements or changes to address the considerations of that section. Farmers' markets, and flea markets, in accordance with 175-44.F.

Kennels

Shopping centers as set forth in Section 175-111.

INDUSTRIAL:

Distribution facilities, subject to the standards and criteria for industrial uses provided in Section 175-70.

Wholesale establishments with storage and processing, subject to the standards and criteria for industrial uses provided in Section 175- 70.

ORGANIZATIONAL:

Schools

	<u>MISCELLANEOUS:</u> Any use permitted under Section 175-39, or specifically listed above under this subsection, that proposes to occupy a building or structure that exceeds the height requirements of Section 175-41, subject to the requirements of Section 175-136. Additional heights approved by a special use permit shall be required to increase the required setback and yard area requirements by an equivalent distance from each property line. Conservation areas. Communication towers, in accordance with Section 175-110.4 Conversion of a structure originally designed and intended for occupancy as a single-family dwelling into a structure with more than one (1) dwelling. Boarding Houses, Clubs & Lodging Houses. Mini-warehouses, subject to the standards of Section 107-44.G. Nursing homes, as set forth in Section 175-107. Parking Structures. Structures with a height between 45 feet and 70 feet, and any residential structure not in conformance with the height limitation of Section 175-41. Structures with a gross floor area of 50,000 square feet or more. Townhouse-style commercial development, where the intent is to divide the property into individual lots.
<i>148-870 Parking Requirements</i>	One (1) parking space per room and an additional two (2) parking spaces for employees.
<i>Staff Recommendation</i>	Staff recommends approval with the following condition: 1. The applicant shall install six permanent parking spaces and associated parking lot, built to Town Standards on the property prior to the commencement of the use.

ATTACHMENTS: 1) Application and associated documents from the applicant.



TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING
102 EAST MAIN STREET
P.O. BOX 1560
FRONT ROYAL, VA 22630

#2500072
RECEIVED
FEB 18 2025
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT
Main: 540.635.4236
Fax: 540.631.2727
Internet: www.frontroyalva.com

SUP 2500072

SPECIAL USE PERMIT REQUEST

APPLICANT

NAME Warren County Community Health Coalition PHONE (540)539-8248
ADDRESS 538 Villa Avenue, Front Royal VA 22630
E-MAIL christa@warrencoalition.org

PROPERTY DESCRIPTION

PROPERTY ADDRESS 506 N Royal Ave, Front Royal VA 22630
Tax Map #: 20A5 718 3 & 20A5 718 4
TAX MAP 20A 5 SECTION 7 BLOCK 18 LOT 3 & 4
SUBDIVISION NAME _____ ACREAGE .207

REQUEST

ZONING DISTRICT C-1
PROPOSED USE OF PROPERTY Lodging House
SPECIFIC SPECIAL USE PERMIT REQUEST Lodging House with 4 bedrooms

ATTACHMENTS --The following must be submitted with the application. Additional information may be required depending on the nature of the request.

1. Survey/Plat of property showing all **existing** improvements.
(10 copies if larger than 11" X 17")
2. Site Plan Application
3. Application Fee of \$400.00 (Checks payable to the Town of Front Royal)
4. Additional information as required by the Department of Planning & Zoning.

CERTIFICATION

I certify that the information provided with this application is correct to the best of my knowledge and should the special use permit be granted, the project will comply with the conditions imposed upon it and will be implemented only as approved by Town Council.

Signature [Signature] Date 2/18/2025

By submitting this application, the applicant grants permission to Town officials and employees to enter upon the property, which is the subject of this application, during reasonable hours and for purposes related to the application process.

Receipt # _____ Date Paid _____



Warren Coalition

Supporting a safe, healthy and drug-free Warren County

March 24, 2025

Connie Marshner, Chairman
Front Royal Planning Commission
102 E. Main Street
Front Royal, VA 22630

Dear Ms. Marshner and Members of the Planning Commission:

As I am unable to be present at the April 2nd Planning Commission work session, I am writing to provide you with information about our special use permit request for 506 North Royal Avenue.

This house is slated to become a six-bed women's recovery home with a live-in house manager who is a peer recovery specialist. As with the other two recovery houses we are already running, it will be a Level 3 residence, which means that those coming into the house will need to have completed in-patient or outpatient treatment within the past 30 days or actively be in outpatient care. We will continue to work with Warren County Drug Court to accept people into this house. Residents will include people using medication-assisted treatments excluding methadone. These medications will be secured and administered only at the appropriate times.

Through our program, we assist people in recovery in obtaining employment, their driver's license, appropriate clothing, medical care, and food. When needed, we provide transportation to and from work or medical appointments. When accepting someone into one of our recovery houses, our goal is to have them employed within 30 days (unless they are part of the Drug Court, in which case they may have other obligations to fulfill). Since opening our first house in May 2023, we have successfully assisted every client with obtaining employment.

You may be aware that we currently have a women's recovery house at 200 North Royal Ave. This house, which holds nine people and was our first recovery house, will revert to a men's facility. We feel it is in the best interest of the community and our clients to move the women to the smaller facility because we typically have a waitlist for men, while the number of women we are assisting each month has remained at four to six.

The new house will follow the same rules our other houses have. In addition to obtaining and holding employment, residents must continue with outpatient treatment and comply with regular drug screenings. All of our houses typically have clients who are on probation and thus are subject to regular searches by law enforcement. This new house would be subject to the same.

Addiction, as you know, is an incredibly difficult disease to overcome. Providing individuals with hope, purpose, direction, and connection can make all the difference in their recovery. By focusing on these objectives, we help our clients move forward on a daily basis, helping one person at a time. Knowing that their community also wants them to get well has made a difference to each of them.

Please feel free to contact me at 540-328-9036 if you have any questions.

Sincerely,

Christa Shifflett
Executive Director

P.O. Box 2058, Front Royal, VA 22630 • (540)-636-6385 • (540) 636-6875 (fax)
warrencoalition.org

The questions are below;

1. You mention in your letter that the new house will follow the same rules as the old house. Please detail those rules and how they are enforced.

The rules that I think are most pertinent to greater community impact:

Illegal activity will not be tolerated, and law enforcement will be called-possessing illicit substances in the house, theft, etc.

Residents upon admission are drug tested, and this is a regular occurrence in the houses. If someone fails a drug test, they are offered 3 alternatives-1. Leave the house, 2. Go into inpatient treatment, or 3 Go to outpatient treatment and demonstrate complete compliance with the requirements of the treatment provider. If a drug test is failed, and the person chooses option 3, the person will be on restriction and have to be at the house with no overnights, go to 3 meetings a week and they will be required to be in earlier (as their work schedule permits).

There is an 11 PM curfew at the house. Failure to meet curfew results in people having their curfew made to an earlier time based on the severity of the infraction.

For the first 30 days, people are not allowed to have overnight stays outside the house. Once the 30 days are over, people may stay out two nights per week with prior approval. In these situations, people are drug tested on their return. We use oral and urine drug screenings in an effort to prevent inaccurate test results and also cheating on the tests. If people stay out all night without permission (or because of work) they will be drug tested and put back on new resident status. Repeated violations (3 strikes your out rule-applies for all house rules) and the person will be asked to leave.

All prescription medications must be checked in with the House Manager and are stored in a safe. Medications are dispersed at set times daily. Failure to turn prescription medication (or medication that is kept behind the counter at a pharmacy that has to be signed for) will result in a violation being issued. This is an offense that will also result in being asked to leave if it happens three times.

Family members are welcome to visit during visiting hours. No one is allowed to spend the night at the house with residents and nonresidents are only allowed on the first floor of the house.

The rules are enforced by the House Manager-sometimes after discussion with the Executive Director or the Housing Supervisor. All violations are given to the person in writing and reviewed with them. They are then asked to sign the violation form which is added to their permanent record.

2. Will the number of residents in care ever exceed the 6 beds mentioned?

No, this facility is to serve only 6 females.

3. Is this a 24/7 supervised situation?

The house manager lives onsite. This is not a shift situation, so the house manager is not always in the house, but there are numerous cameras in and outside the house, that does allow us to see the happenings in the main living areas of the house and records them 24/7.

4. Can you elaborate about the staff qualifications?

Peer support specialists are the house managers. The current house managers are also forensic peer support specialists (meaning they have special training to work with people who are/have been incarcerated.) They have been in recovery over 3 years. One of the house managers is also a certified Medication Technician. Both house managers had been house managers in other recovery houses before coming to work at the Warren Coalition. They are supervised by a Certified Substance Abuse Counselor as well as the Executive Director. Meetings are held every week to review matters in the house and what support would be helpful for the residents.

5. What additional licenses will need to be obtained before operation?

No licenses are required other than a business license from the town. We follow the Virginia Association of Recovery Residences (VARR) standards, although we have not applied to VARR for membership.

6. What measures do you take to mitigate safety concerns of surrounding residents?

We have recording cameras inside and outside of the house to monitor for suspicious people or behaviors. We do not accept sex offenders at our houses. We also do accept people with significant mental illness that is not medicated-or if they refuse to take their medications they will have to leave the house. Residents of the houses agree that their rooms are subject to search at any time based on reasonable suspicion.

7. You mention a typical stay is 30 days. Is there a maximum limit?

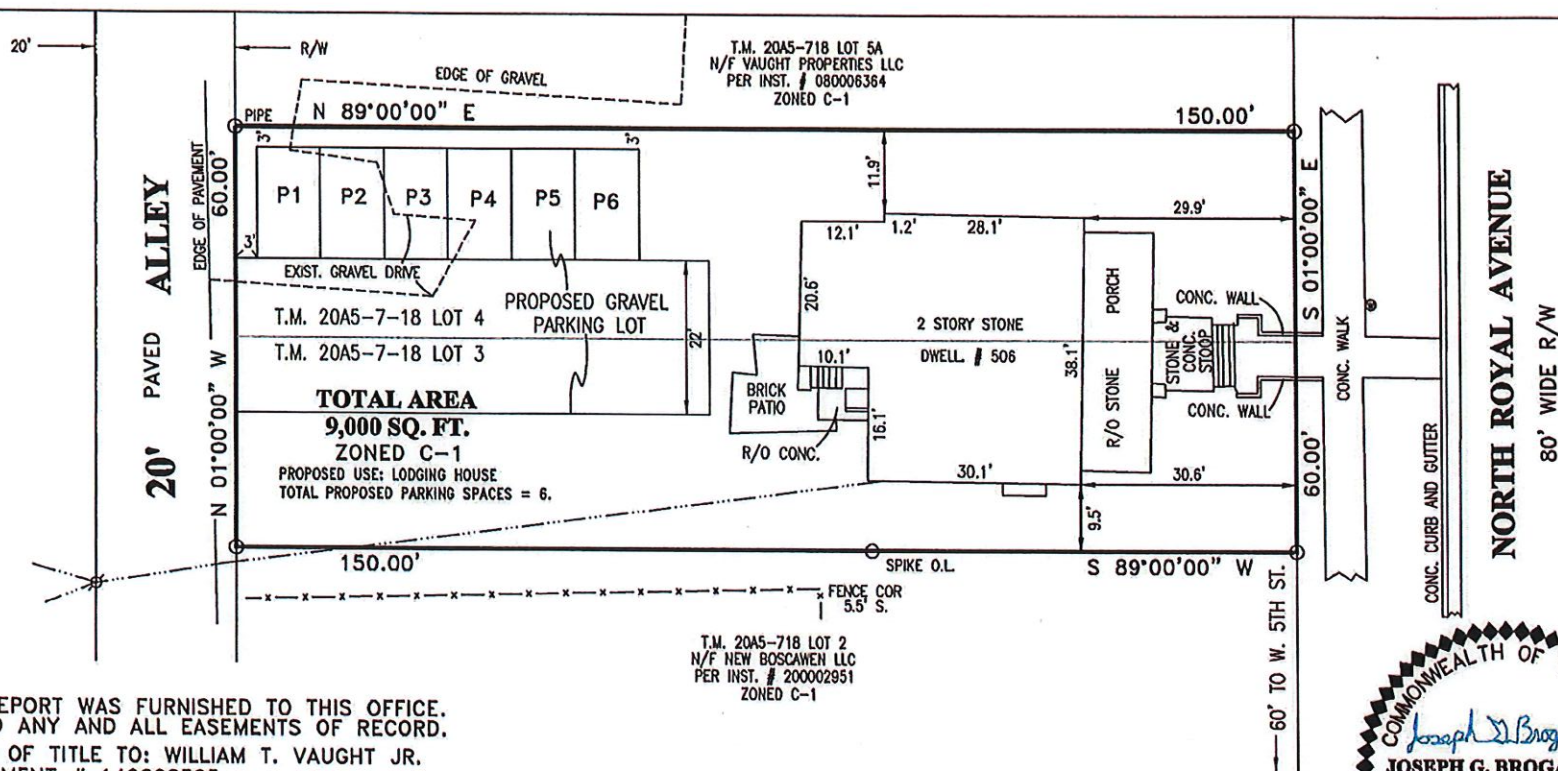
A typical stay is 6-9 months with some people staying longer and others leaving sooner for a variety of reasons. We do have people establish savings goals so they have first month's rent, and a security deposit saved so they can move into their own place.

8. Can you elaborate about your relationship with the courts and law enforcement?

The Warren Coalition has one of our peer support specialists in the circuit court every Friday and also on indictment days. We are there to provide support for our clients and also to provide information to the court as they request. We talk regularly with probation officers of our clients and also with drug court representatives. The Warren Coalition also assists the police in helping to find people who have been at the house and run-most often drug court participants. We also work regularly with the jail to transport people to

treatment and to provide services in the jail. The Warren Coalition also regularly works with the pretrial system.

PER D.B. S/301



NO TITLE REPORT WAS FURNISHED TO THIS OFFICE.
SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.
DERIVATION OF TITLE TO: WILLIAM T. VAUGHT JR.
PER INSTRUMENT # 140002505.

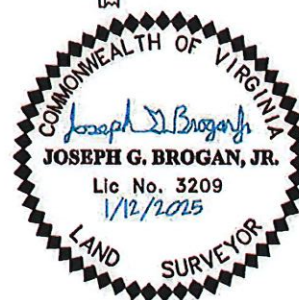
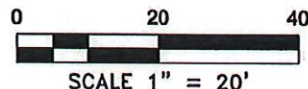
PLAT REF: DEED BOOK S PAGE 301.

SUBJECT PARCELS SITUATED OUTSIDE
THE LIMITS OF THE FEMA FLOOD ZONE.

SURVEY OF LOTS 3 AND 4 BLOCK 18 PER PLAT OF
FRONT ROYAL AND RIVERTON IMPROVEMENT COMPANY
FORK MAGISTERIAL DISTRICT

TOWN OF FRONT ROYAL
WARREN COUNTY, VA.

- P1 DENOTES PROPOSED PARKING SPACE.
- ⊗ DENOTES WATER METER.
- DENOTES EXISTING PIN UNLESS OTHERWISE NOTED.
- ⊙ DENOTES UTILITY POLE.
- DENOTES OVERHEAD WIRES.
- x- DENOTES VINYL FENCE.



PREPARED BY:
BROGAN LAND SURVEYING, PLC
P.O. BOX 1578
FRONT ROYAL, VA. 22630-0034
TEL. & FAX (540) 635-5657
JANUARY 12, 2025



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: May 5, 2025

Item# 04D

Agenda Item: Special Use Permit – 2500100 A Special Use Permit application submitted by Divinum Auxilium Academy to permit a private school located at 16 N. Royal Avenue. The purpose is to move the upper school consisting of twenty-five (25) male students aged thirteen to eighteen (13-18) and comprising seventh through twelfth grade. (7th through 12th). The property is zoned C-2, Downtown Business District (Entrance Corridor) and within the historic district.

Summary: On April 16, 2025, PC unanimously approved the application with the following condition:

"The provision of off-street parking areas, which shall be oriented to the buildings they are serving and within three hundred (300) feet walking distance, with a written agreement thereto assuring their retention for such purposes shall be properly drawn and executed by the parties concerned and approved as to form by the Town Attorney prior to the commencement of the use and a valid written off-site parking agreement shall remain in effect for the duration of the Special Use Permit." (The language for this condition was pulled directly from code)

PC justified the approval due to the school being perceived as a low intensity use while still maintaining the historic building. The applicant did include an aerial parking and drop off/pick up plan in the application.

Budget/Funding: N/A

Staff Recommendation: Staff recommends approval. The building has very limited off-street parking. They will need to either lease parking from an adjoining property owner within 300 feet or apply for a Special Exception to be relieved of parking standards. The use as a school, lessens potential traffic impacts due to pick up and drop off being twice a day for 9 months of the year. With the C-2 zoning, retail or office use could potentially generate significantly more traffic with potential customers in and out throughout business hours, year-round. PC removed conditions to stagger pick up and drop off times for students, and they also did not consider capping the maximum number students. Staff would strongly suggest permitting no more than 25 students and requiring a staggered pick up and drop off window.

PUBLIC HEARING

2500100 – A request for a Special Use Permit submitted by Divinum Auxilium Academy for a private school located at 16 N. Royal Avenue, identified by Tax Map 20A5, Section 11, Lot 15. The property is zoned C-2, Downtown Business District and is located in the Entrance Corridor.

Town of Front Royal, Virginia

Planning Commission Monthly Meeting Agenda

☐ Consent Action ☐ Administrative Action ☒ Public Hearing ☐ Discussion

Agenda Item: Special Use Permit – 2500100

MEETING DATE: April 16, 2025

SUMMARY: A Special Use Permit application has been submitted by Divinum Auxilium Academy for a private school located at 16 N. Royal Avenue for an all-boys school featuring twenty-five (25) students aged thirteen to eighteen (13-18) and comprising seventh through twelfth grade. (7th through 12th). The property is zoned C-2, Downtown Business District (Entrance Corridor) and within the historic district.

STAFF RECOMMENDATION: Staff recommends approval with conditions pertaining to parking.

MOTION: “I move that the Planning Commission forward a recommendation of approval to the Town Council for Special Use Permit #2500100 for a private school located at 16 N. Royal Avenue conditioned upon the following:

1. The provision of off-street parking areas, which shall be oriented to the buildings they are serving and within three hundred (300) feet walking distance, with a written agreement thereto assuring their retention for such purposes shall be properly drawn and executed by the parties concerned and approved as to form by the Town Attorney prior to the commencement of the use and a valid written off-site parking agreement shall remain in effect for the duration of the Special Use Permit.”

NOTE: This is only a draft motion. Alternative motions are also welcome.

PLANNING COMMISSION ACTION:

Moved Neel Seconded Fedoryka

Marshner Yes Neel Yes Marrazzo Yes Brooks Yes Fedoryka Yes

☐ Approved ☒ Approved w/ Conditions ☐ Denied ☐ Other



TOWN OF FRONT ROYAL DEPARTMENT OF PLANNING & ZONING

Planning Commission Regular Meeting April 16, 2025

APPLICATION #:

2500100

APPLICANT:

Divinum Auxilium Academy

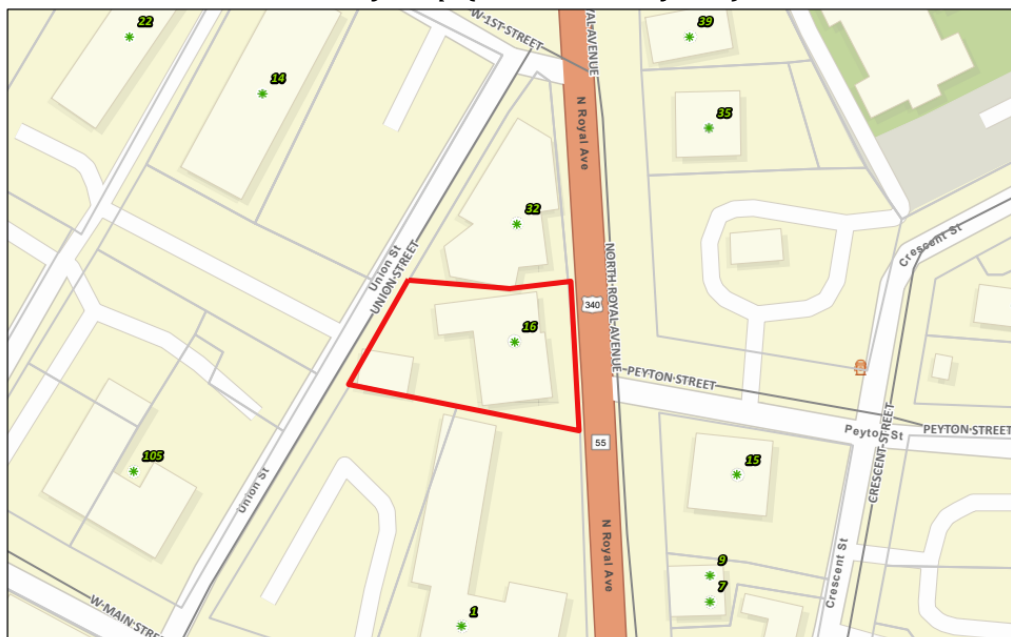
APPLICATION SUMMARY:

A Special Use Permit application has been submitted for a private school located at 16 N. Royal Avenue for an all-boys school featuring twenty-five (25) students aged thirteen to eighteen (13-18) and comprising seventh through twelfth grade. (7th through 12th).

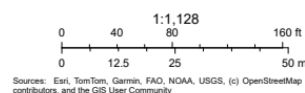
GENERAL INFORMATION:

<i>Site Addresses</i>	16 N. Royal Avenue
<i>Property Owner(s)</i>	FM town Hall LLC
<i>Existing Zoning</i>	C-2, Downtown Business District (Entrance Corridor)
<i>Historic District</i>	Yes
<i>Proposed Use</i>	Private School
<i>Tax Identification</i>	20A5-11-15
<i>Location</i>	The property is located on the east side of N. Royal Avenue, between the United Methodist Church and the First Baptist Church.

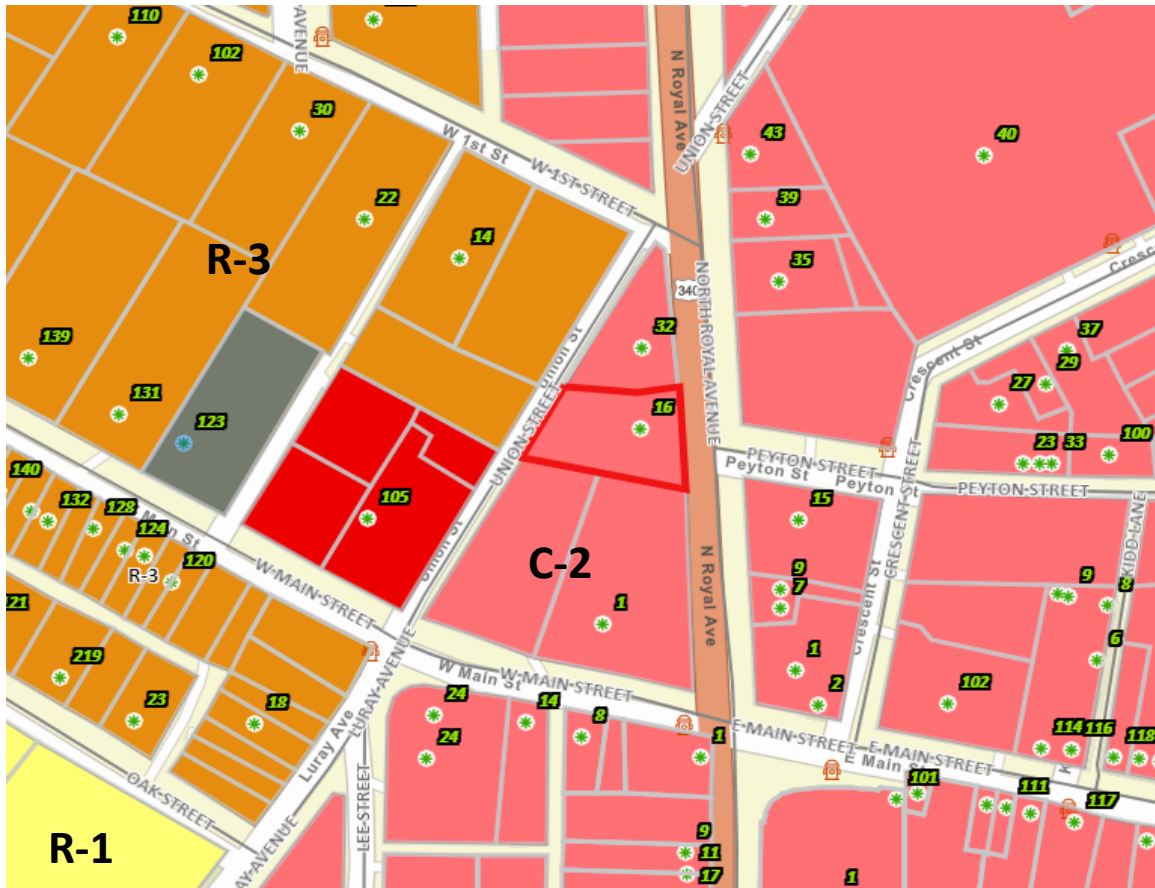
Vicinity Map (Warren County GIS)



April 8, 2025



Town Zoning Map (Warren County GIS)



Aerial Map (Warren County GIS)



Town Code

175-48 USES PERMITTED BY SPECIAL PERMIT (C-2)

A. The following uses are permitted within the C-2 District only by approval of a special use permit, except as prohibited or restricted by separate restrictions of record that may pertain to property within the C-2 District:

RESIDENTIAL:

Apartments located in buildings constructed after January 1, 1999, in accordance with the area requirements in Section 175-49.

COMMERCIAL:

Automobile garages, excluding where repairs work is only an accessory use, subject to the requirements of Section 175-110.3 where motor vehicle painting or body work services are provided.

Automobile service stations, in accordance with Section 175-110.

Automobile and truck sales lots and leasing agencies, in accordance with Section 175-52.D.

Bed and Breakfasts, as set forth in Section 175-107.3.

Day Care Facilities, subject to the provisions of Section 175-107.1.F, and any necessary improvements or changes to address the considerations of that section.

Farmers' markets, in accordance with Section 175-52.E.

INDUSTRIAL:

ORGANIZATIONAL:

Schools.

MISCELLANEOUS:

Conservation areas.

Lodging houses and boarding houses.

(Ord. of 7-23-12; Ord. of 6-22-15)

**148-870
Parking
Requirements**

Public/private schools	One (1) parking space per employee, plus parking space for school auditoriums as noted above for auditoriums.
Churches/theaters/other assembly buildings/ auditoriums	One (1) parking space per four (4) fixed seats in the main assembly area or one (1) parking space per one hundred (100) net square feet.

<i>Project Summary</i>	The applicant is seeking a Special Use Permit to allow a private school for up to 25 male students aged 13 to 18, grades 7 th through 12 th . Pick up and drop off will occur at the rear of the building and parking will be leased from St. John the Baptist.
<i>Staff Recommendation</i>	Staff recommends approval conditioned upon the following: 1. The provision of off-street parking areas, which shall be oriented to the buildings they are serving and within three hundred (300) feet walking distance, with a written agreement thereto assuring their retention for such purposes shall be properly drawn and executed by the parties concerned and approved as to form by the Town Attorney prior to the commencement of the use.

ATTACHMENTS: 1) Application and associated documents from the applicant.



TOWN OF FRONT ROYAL

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
102 EAST MAIN STREET
P.O. BOX 1560
FRONT ROYAL, VA 2263

Main: 540.635.4236
Fax: 540.631.2727
www.frontroyalva.com

SPECIAL USE PERMIT REQUEST

Application # 2500100

APPLICANT:

NAME Divinum Auxilium Academy PHONE 540.683.2217
ADDRESS 6294 Brounstown Rd., Front Royal, VA 22630
E-MAIL dschmiedicke@divineassistanceacademy.org

PROPERTY OWNER:

NAME Fm Town Hall LLC
NAME Jean Schmiedicke (DAA) PHONE 540.683.2217
ADDRESS 311 Luray Ave. Front Royal, VA 22630
E-MAIL 8201 Euclid Court, Suite 301
Manassas Park, VA 20111

PROPERTY DESCRIPTION

PROPERTY ADDRESS 16 N. Royal Ave., Front Royal
TAX MAP 20A5 SECTION 511 BLOCK 11 LOT 15
SUBDIVISION NAME N/A ACREAGE _____
ZONING DISTRICT C-2

REQUEST

PROPOSED USE OF PROPERTY Private School
SPECIFIC SPECIAL USE PERMIT REQUEST Private School in C-2
District. (See Statement of Justification)

ATTACHMENTS --The following must be submitted with the application. Additional information may be required depending on the nature of the request.

1. Survey/Plat of property showing all **existing** improvements.
(10 copies if larger than 11" X 17" and provide a digital copy)
2. Site Plan Application Check # 2426
3. Application Fee of \$400.00 Receipt # 194373 Date Paid 3/10/25
4. Additional information as required by the Dept. of Planning & Community Development.

CERTIFICATION

I certify that the information provided with this application is correct to the best of my knowledge and should the special use permit be granted, the project will comply with the conditions imposed upon it and will be implemented only as approved by Town Council.

Applicant Signature _____

Date 3/6/2025

Property Owner Signature _____

DocuSigned by:

Francisco Barros

Date 3/10/2025

By submitting this application, the applicant grants permission to Town officials and employees to enter upon the property, which is the subject of this application, during reasonable hours and for purposes related to the application process.

RECEIVED
MAR 10 2025
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT



#2500100

DIVINUM AUXILIUM ACADEMY
ST. EDITH STEIN SCHOOL FOR GIRLS
ST. JOSEPH THE JUST SCHOOL FOR BOYS

6294 BROWNTOWN RD. FRONT ROYAL, VIRGINIA 22630
PHONE:

540.683.2217 (CELL)

March 10th, 2025

Town of Front Royal
Planning & Zoning, Planning Commission, Town Council
102 E Main St
Front Royal, VA 22630

Statement of Justification; Application for Special Use Permit – 16 N Royal Ave

Dear Ms. Kopishke,

This letter supplements an application for a Special Use Permit for a school at 16 N Royal Ave in the Historic District of Front Royal. The Divinum Auxilium Family of Schools (dba Divinum Auxilium Academy, St. Edith Stein School for Girls, and St. Joseph the Just School for Boys) has been blessed with the opportunity to purchase this building and make it part of the ongoing revitalization that is occurring within the heart of Front Royal.

The landmark property has been vacant for some time and we are looking forward to restoring it and reinstating its place as a living part of our community. We have already come to love this building for many reasons, including its history. It was built during the Roosevelt Works Progress Administration, along with the WC Courthouse and WC High School (now Skyline Middle School) in an effort to build civic resilience following the Great Depression. It has been a community anchor and iconic focal point of Front Royal's character both in terms of architecture and its role as Town Hall. Our plan for a school here aligns well with efforts for historic preservation, which is also consistent with the Town's comprehensive vision.* Historic preservation and education are equally important features of any healthy community and this building provides a special opportunity to promote both of these objectives.

To ensure the protection of the site and building, we plan to explore grants and partnerships with organizations dedicated to historic preservation. We are committed to maintaining the building's architectural integrity and researching opportunities for inclusion in historic registries to support its long-term conservation.

**Source: Town of Front Royal Comprehensive Plan, 2023*

RECEIVED
MAR 10 2025
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

As we all know, schools are an integral component of any municipality. The architects and planners who built Front Royal were mindful of this fact, being sure to plant schools as a central feature of this corridor, including E. Wilson Morrison Elementary and Skyline Middle. In researching the appropriateness of a school on Royal Avenue itself, we were fascinated to learn that the street has showcased many schools throughout the town's long history on both North Royal and South Royal. Throughout the evolution of Front Royal as we know it today, Royal Avenue has been home to other private academies; it contained the first site dedicated to public education in Warren County in the 1870s; was home to Warren County High School in 1920; and even housed a college at the turn of the 20th century.**

Now, like then, we are mindful of how important this building is as a centerpiece of the town's character on its main thoroughfare. And just like then, we believe that a school at this location will contribute to the overall aesthetic, health, and vitality of a downtown that is already beautifully constructed with churches, municipal offices, and other existing schools at the core of our town. The building's central location and design were meant to facilitate the coming and going of townspeople and to be a bridge between Main St and the well-established neighborhood along Luray Avenue. We hope to see it fulfill this role again and be revived to foster and promote the spirit of this blooming sector of town.

Historic preservation and the importance of place have become an organic part of our own history since locating St. Edith Stein School for Girls at its current home on Luray Ave, directly across from Skyline Middle School. It has become the perfect place for our students and teachers to participate in church, town parks, and the Main Street community that surrounds them. As a historic building, Bon Air has given our staff and students a place of story, beauty, and a deep sense of pride in and ownership of our town. Since that time we have made every effort to be good neighbors by being attentive to the concerns of those who live and work nearby. We remain committed to prioritizing input from neighbors in the stewardship of the old Town Hall.

***Eastern College, located at the 500 block of N. Royal Ave c. 1909; WC High School on S. Royal c.1920; Simpson Academy on S. Royal Ave, former site of the first public school in Warren County. Sources: Virginia Historic Landmarks Commission (Architectural Survey of Warren County Virginia, Including the Town of Front Royal, 1974); Warren Heritage Society Archives*

Like any growing town or city, we recognize that urban centers naturally experience both pedestrian and vehicular traffic. The intersection of Royal Ave and Main St has long been established as having well-lit existing crosswalks to regulate foot traffic and vehicles. Our school proposed for the old Town Hall will be an all-boys school featuring 25 students aged 13-18 and comprising 7th through 12th grade. All groups coming and going to Main Street will be supervised by a teacher or administrator. Although any use of this building will potentially add to the congestion of this area, in all likelihood some more typical commercial enterprise would add a larger traffic burden for the town. We intend to cause as little impact as possible and have an established track record for being receptive to various ways to do so. At St. Edith's for example, we worked with neighbors and the police to structure parking and traffic flow patterns that created the least amount of impact on town streets and neighbors. So too with the old Town Hall, we remain open and flexible to working with the town and with our neighbors to ensure habits of daily operation that will consider every aspect of the safety and well-being of all.

We look forward to working with the town on this exciting project and reinvigorating this historic building.

Sincerely,



Dian R. Schmiedicke

Board President

The Divinum Auxilium Family of Schools



sup 2500100

DIVINUM AUXILIUM ACADEMY
ST. EDITH STEIN SCHOOL FOR GIRLS
ST. JOSEPH THE JUST SCHOOL FOR BOYS

6294 BROWNTOWN RD. FRONT ROYAL, VIRGINIA 22630
PHONE: 540.683.2217 (CELL)

Addendum to Statement of Justification for Town of Front Royal
2500100 - Request for Special Use Permit
16 N. Royal Ave., Front Royal, VA



Attention: Connie Marshner, Chairman Front Royal Planning Commission

Dear Mrs. Marshner,

Thank you for the opportunity to listen to the concerns of the Commission regarding our request for a Special Use Permit at 16 N. Royal Ave. We would like to offer a few possibilities for the Town to consider with regard to concerns over drop-off and pick-up at the beginning and end of the normal school day.

Scenario #1 (Preferred): Families would enter one-way onto Maddox Ln. from W. Main St. and enter the leased parking area of St. John the Baptist Church. Students can safely be dropped in the parking lot and walk to the school entry at the back of 16 N. Royal Ave. (facing Union St.) through the municipal parking lot between Maddox Funeral Home and First Baptist Church and crossing Union St. using the designated crosswalk. We will agree to staff the crosswalk during drop-off and pick-up times to ensure students can walk safely into the school when they are dropped off and back to the parking lot for pick-up. Cars will continue through the parking lot in a circular fashion and back out onto W. Main St. using the one-way driveway that exits in that parking lot. Current Drop-off Window: M-Th 8:10-8:20 a.m. Pick-up Time: 3:10 p.m., Pick-up Fri. 1:10 p.m. {Marked #1}

Scenario #2: As the large majority of our families have students across all three schools, boys attending school at 16 N. Royal Ave. could be dropped off and picked up at the neighboring girls' school located at 124 Luray Ave. The boys could then walk to school along Luray Ave. and crossing over W. Main St. to school and back again in the reverse. The current drop-off and pick-up times would need to be adjusted slightly to accommodate the slightly longer walking distance: M-TH 8:05-8:15 a.m. and 3:05 p.m. and 1:05 p.m. on Fri. respectively.

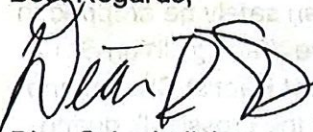
Scenario #3: Families would enter one-way Union St. according to a staggered schedule of no more than 3 cars at a time. Cars would pull into the back parking area of 16 N. Royal Ave. in a U or arced fashion and drop students off to receiving staff. During these brief drop-off and pick-up windows only, the 2 handicapped and 3 regular parking spaces would not be available. Afterward, they would be available again for parking. If at any time families approaching this parking/drop-off/pick-up area discover a backlog that would cause traffic stoppage on Union St. they would be instructed to circle the block until space has been freed to completely pull in off of Union St. In this scenario the staggered schedule would need to begin earlier and continue later in order to accommodate the slower traffic flow of 3 cars per scheduled allotment. We believe 3

cars every 5 minutes would ensure minimal backup and allow for the efficient reception and dismissal of our small student body. {Marked #3}

As to one commissioner's concern about student traffic to Main St., we truly do not believe this will be an issue. Most of our students have either after-school sports or lessons that they need to get to. Some do walk to music and dance classes on or around Main St. and would continue to do so. The few who occasionally walk after school to Main St. cafes to study or visit with friends we would hope would comport themselves with the high standards expected of them at school, but we would be most happy to communicate with Main St. business owners, as well as our parents and students, in order to make sure that standards of etiquette and common courtesy are being maintained after school hours.

Please know that we remain receptive to anything the Town might suggest concerning these or any other issues that might arise and we look forward to also addressing any questions or concerns raised by the public on April 16th. If you have any questions or items that require further clarification, please do not hesitate to reach out to me in the meantime.

Best Regards,

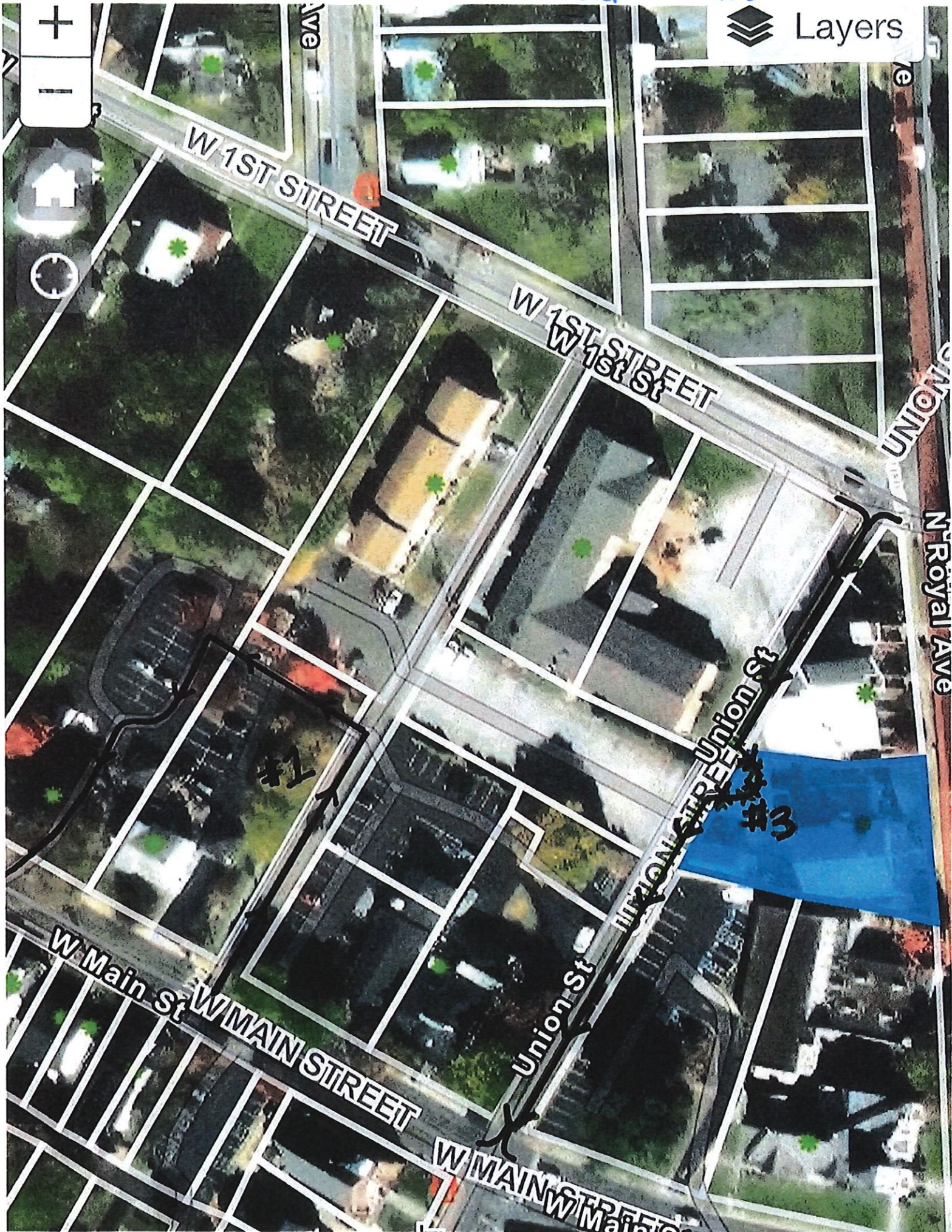


Dian Schmiedicke
Board President

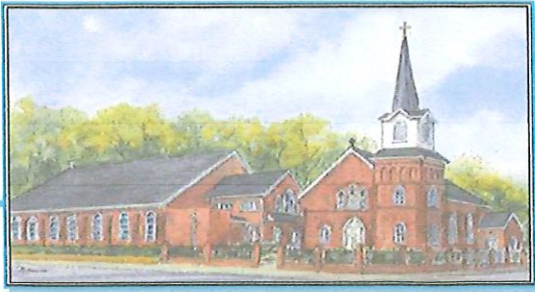
CC Lauren Kopishke, Planning and Zoning Director

Sup 2500/100

Layers



SUP #2500100



St. John the Baptist Roman Catholic Church

120 West Main Street Front Royal, Virginia 22630

March 10, 2025

Attention Town of Front Royal Planning and Zoning Office

This letter is to certify that I, Reverend Daniel Gee, Pastor of St. John the Baptist Roman Catholic Church agree to lease the requisite parking spaces required by the Town of Front Royal to Divinum Auxilium Academy pursuant to its acquisition of The Old Town Hall ([16 N. Royal Ave.](#)) for its use as a private school.

Respectfully yours,,

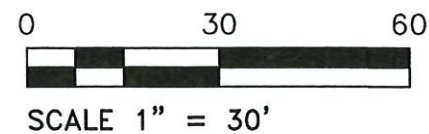
Rev. Daniel Gee
Pastor

RECEIVED
MAR 10 2025
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

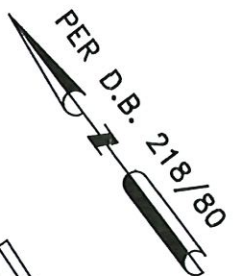
SURVEY OF THE FM TOWN HALL, LLC
PROPERTY PER INSTRUMENT # 140006310
FORK MAGISTERIAL DISTRICT
TOWN OF FRONT ROYAL
WARREN COUNTY, VA.

NO TITLE REPORT WAS FURNISHED TO THIS OFFICE.
SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.
PROPERTY SITUATED OUTSIDE THE LIMITS
OF THE FEMA FLOOD ZONE.

TOTAL EXISTING ONSITE PARKING = 6.
3 (HC1) HANDICAP PARKING SPACES.
3 (P1) REGULAR PARKING SPACES.



LINE	BEARING	DISTANCE
L1	N 37°30'39" E	93.02'



TO. 1ST. STREET
ONE WAY
ALLEY
VARIABLE WIDTH

T.M. 20A5-11 PARCEL 19 ZONED R-3
CORR FAMILY REAL ESTATE LLC
PER INST. # 030003697

T.M. 20A5-11 PARCEL 8 ZONED R-3
CATHOLIC DIOCESE OF ARLINGTON
PER D.B. 86/359

ENTRANCE TO PAVED PARKING LOT

TO. W. MAIN ST.

T.M. 20A5-11 PARCEL 10 ZONED R-3
TOWN OF FRONT ROYAL PARKING LOT PER D.B. 159/213

DISTANCE TO PROPOSED OFFSITE PARKING LOT = 232.17'

T.M. 20A5-11 PARCELS 9 & 12 ZONED C-1
MADDOX FAMILY INVESTMENTS, L.C.
PER INSTRUMENT # 010005049

- EP DENOTES EDGE OF PAVEMENT.
X DENOTES LIGHT OR LIGHT & UTILITY POLE.
⊕ DENOTES FLAG POLE.
● DENOTES PIN SET.
○ DENOTES EXISTING PIN OR PIPE AS NOTED.
⊗ DENOTES WATER METER.
--- DENOTES OVERHEAD WIRES.
-x-x- DENOTES FENCE.

UNION ST.
L1

ONE WAY

T.M. 20A5-11 PARCEL 16
N/F TRUSTEES OF FIRST BAPTIST CHURCH
PER D.B. 89/195
ZONED C-2

T.M. 20A5-11
PARCEL 15
13,164 SQ. FT.
ZONED C-2

T.M. 20A5-11 PARCEL 14
N/F FRONT ROYAL UNITED METHODIST CHURCH
PER D.B. 92/119
ZONED C-2

T.M. 20A5-11 PARCEL 13
N/F FRONT ROYAL UNITED METHODIST CHURCH
PER D.B. 153/74
ZONED C-2

PREPARED BY:
BROGAN LAND SURVEYING, PLC
P.O. BOX 1578
FRONT ROYAL, VA. 22630-0034
TEL. & FAX (540) 635-5657
MARCH 7, 2025



SUP # 2500100

Connie Potter

From: David Beahm <Dbeahm@warrencountyva.gov>
Sent: Monday, March 17, 2025 10:10 AM
To: Connie Potter
Cc: Inspections; Kevin Perry; Matthew Byers; Gerry Maiatico; Gordon Foster
Subject: RE: SUP Application 2500100 for Comments – Divinum Auxilium Academy – Private School in C-2 District
Attachments: 2500100_Application_16 N Royal Ave_Divinum Auxilium Academy.pdf; 2500100_Ltr Lease of Parking Spaces_16 N Royal Ave_Divinum Auxilium Academy.pdf; 2500100_Statement of Justification_16 N Royal Ave_Divinum Auxilium Academy.pdf; 2500100_Survey Plat_16 N Royal Ave_Divinum Auxilium Academy.pdf

Comments – 16 N. Royal Avenue, Divinum Auxilium Academy – Private School in C-2 District – 2500100:

- Erosion and Sediment Control (ESC) Items:
 - There does not appear to be any land disturbance at this time and therefore nothing would be required. If this is not the case, the normal submission process would be required.
- Site Plan Review:
 - If or when any building construction related activity were to take place, a Site Plan Review may need to be completed for any external (increased footprint) changes. Any modifications to the existing building would be reviewed through the building code review process and a site review may not be needed.
- Building Inspections Items:
 - This would be a Change of Use and Occupancy and would require a permit that included plans showing existing conditions be submitted and any proposed changes to be made to meet the new Use and Occupancy group. If any type of work-related activity (structure, electrical, plumbing, mechanical, fire suppression, energy, retaining wall, etc.) were to be required, it would be subject to the normal requirements of application, review and approval prior to work beginning.
- Fire Marshal's Office Comments (standard):
 - We would defer all comments for the site development/new construction/retrofit/change of use to the Building Official. Upon approval and issuance of the CO, the facility shall be maintained in accordance with the Virginia Statewide Fire Prevention Code.

If anything should change in the scope, additional requirements may be required.

All submissions for these items can be made to the Building Inspections Department in person, through the postal service or at the email address: inspections@warrencountyva.gov

Respectfully,

David C. Beahm, CBO
Building Official
County of Warren

540-636-9973
Fax 540-636-4698
dbeahm@warrencountyva.gov
www.warrencountyva.gov

THIS MESSAGE IS INTENDED SOLELY FOR THE INDIVIDUAL(S) NAMED IN THE HEADER. THIS MESSAGE MAY CONTAIN MATERIAL THAT IS PRIVILEGED OR CONFIDENTIAL. IF YOU ARE NOT ONE OF THE INTENDED RECIPIENTS, PLEASE DO NOT READ, COPY, USE, OR DISCLOSE THIS MESSAGE TO OTHERS; PLEASE NOTIFY THE SENDER BY REPLYING TO THIS MESSAGE; AND THEN PLEASE DELETE THIS MESSAGE FROM YOUR SYSTEM. THANK YOU.

From: Connie Potter <cpotter@frontroyalva.com>
Sent: Monday, March 10, 2025 12:20 PM
To: David Beahm <Dbeahm@warrencountyva.gov>; Gerry Maiatico <gmaiatico@warrencountyfire.com>
Subject: SUP Application 2500100 for Comments

CAUTION: This email originated from outside of the Warren County email system. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning,

Attached is a Special Use Permit Application #2500100 to operate a private school in the C-2, Downtown Business District at 16 N. Royal Avenue.

Please respond with comments by April 10, 2025.

Thank you,
Connie



Connie L. Potter

Executive Assistant
Town of Front Royal
Dept. of Planning and Zoning
102 E Main St | PO Box 1560
Front Royal, VA 22630
T./540-635-4236

This message was sent from a verified Warren County account.



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: May 5, 2025

Item# 04E

Agenda Item: Ordinance Amendment to amend Front Royal Town Code Chapter 175-137 pertaining to Fees, Charges and Expenses and Chapter 148-1100 Fees

Summary: The Town's Zoning and Subdivision Ordinance fees have not been amended since 2020. Even then, not all fees were amended, and some have not changed since 2012.

Budget/Funding: N/A

Staff Recommendation: Staff recommends approval.

PUBLIC HEARING

2500051 – An Ordinance Amendment to amend Front Royal Town Code Chapter 175-137 pertaining to Fees, Charges and Expenses and Chapter 148-1100 Fees.

Town of Front Royal, Virginia

Planning Commission Monthly Meeting Agenda

☐ Consent Action ☐ Administrative Action ☒ Public Hearing ☐ Discussion

Agenda Item: Ordinance Amendment for Zoning and Subdivision Ordinance Fees.

MEETING DATE: March 19, 2025

SUMMARY: 2500051 – An Ordinance Amendment to amend Front Royal Town Code Chapter 175-137 pertaining to Fees, Charges and Expenses and Chapter 148-1100 Fees.

STAFF RECOMMENDATION: Staff recommends approval of Ordinance Amendment #2500051. The Town's Zoning and Subdivision Ordinance fees have not been amended since 2020. Even then, not all fees were amended, and some have not changed since 2012.

MOTION: "For the purpose of good zoning practice, I move that the Planning Commission forward a recommendation of approval sans the line pertaining to the Zoning Ordinance Amendment fee of \$650 except for that a recommendation of approval otherwise to the Front Royal Town Council for Ordinance Amendment #3500051 to amend Front Royal Town Code Chapter 175-137 pertaining to Fees, Charges and Expenses and Chapter 148-1100 Fees."

NOTE: This is only a draft motion. Alternative motions are also welcome.

PLANNING COMMISSION ACTION:

Moved _____ *Seconded* _____

Marshner _____ *Neel* _____ *Marrazzo* _____ *Brooks* _____ *Fedoryka* _____

☐ Approved ☐ Approved w/ Conditions ☐ Denied ☐ Other

175-137 FEES, CHARGES AND EXPENSES

- A. The Town Council hereby establishes the following schedule of fees, charges, and expenses for zoning permits, certificates of use, special permits, variances, appeals, amendments and other matters pertaining to this chapter.

~~For processing an Administrative Variance \$100.00~~

~~For processing a Board of Architectural Review request:~~

~~Administrative Review: \$50.00~~

~~Board of Architectural Review: \$100.00~~

~~Demolition of Historically Significant Structure: \$200.00~~

~~For processing a Board of Zoning Appeals application \$400.00~~

~~For issuing a Certificate of Compliance \$25.00~~

~~For processing an application to amend the Comprehensive Plan \$400.00~~

~~For processing a Local Board of Building Code Appeals Application \$400.00~~

~~For processing an amendment to the Zoning Ordinance \$400.00~~

~~For processing a Rezoning application:~~

~~1 acre or less: \$500.00~~

~~Over 1 acre: \$500.00~~

~~Plus per acre over 1st acre \$100.00~~

~~Downzoning: \$400.00~~

~~Proffer amendment or Concept Plan/Master Land Use Plan Revision \$400.00~~

~~For processing an application for a Sign Permit:~~

~~Permanent: \$50.00~~

~~Permanent (Entrance Corridor): \$75.00~~

~~Temporary: \$25.00~~

~~Relocation of previously approved sign: No charge for review~~

~~Requested Re-advertisement (per meeting) \$200.00~~

~~For processing an application for a Special Use Permit \$400.00~~

~~For a Zoning Permit, Commercial Accessories/Additions \$100.00~~

~~For a Zoning Permit, Residential Accessories/Additions \$25.00~~

~~For a Zoning Permit, Multi-Family Residential Dwelling (per unit) \$50.00~~

~~For a Zoning Permit, New Commercial \$100.00~~

~~For a Zoning Permit, New Single-Family Residential Dwelling \$75.00~~

~~For a Zoning Permit, Portable Storage Container
(Residential or Commercial) (each) \$25.00~~

~~For a Zoning Permit, Fences (for all uses) \$25.00~~

~~Construction or Land Disturbance Activity without a Permit: double zoning
permit regular fee~~

~~Requested Copies:~~

~~Letter Paper Size:~~

~~Per sheet (b&w) \$0.15~~

~~Per sheet (color) \$2.00~~

~~Legal Paper Size:~~

~~Per sheet (b&w) \$0.50~~

~~Per sheet (color) \$2.50~~

~~11" x 17" Paper Size:~~

~~Per sheet (b&w) \$0.75~~

~~Per sheet (color) \$3.50~~

~~Bond Paper for over 11" x 17" Sizes:~~

~~Per s.f. (b&w) \$0.50~~

~~Per s.f. (color) \$3.00~~

~~Copy of Zoning Ordinance: \$15.00~~

~~Copy of the Comprehensive Plan (each): \$20.00~~

- B. Until all application fees, charges and expenses have been paid in full, no action shall be taken on any application or appeal.
- C. Freedom of Information Act (FOIA) requests for available information shall be submitted to the appropriate department that maintains the records sought for processing. Any request for records or documents from the Town is considered a FOIA request. All FOIA requests shall be communicated by the Department of the Town Manager and Town Attorney. FOIA regulations allow the Town to assess a reasonable charge for the costs to access, search, duplicate, and supply the requested materials if they exist. The Town shall not assess fees if staff time is less than thirty (30) minutes and ten pages of eight and one-half by eleven-inch (8½ x 11") paper. An individual requesting materials through a FOIA request will be notified as soon as practicably possible. The Town shall conform to all FOIA regulations established by the Commonwealth of Virginia to ensure access to all available Town documents.

(Ord. of 7-28-08; Ord. of 6-11-12; Ord of 1-28-13; Ord. of 4-22-19; Ord. of 6-8-20; Ord. of 5-22-23)

request will be notified as soon as practicably possible. The Town shall conform to all FOIA regulations established by the Commonwealth of Virginia to ensure access to all available Town documents.

175-137 – FEES, CHARGES AND EXPENSES

- A. The Town Council hereby establishes the following schedule of fees, charges, and expenses for zoning permits, certificates of use, special permits, variances, appeals, amendments and other matters pertaining to this chapter.

APPLICATION TYPE	FEE
25% Fee Reduction for Non-Profit Organizations	25% Fee Reduction of Regular Fee
All Items Requiring Zoning Approval that has Started Prior to Obtaining Necessary Permits	Regular Fee Doubled
BOARD OF ZONING APPEALS (BZA)	
- Administrative Variance	\$100
- BZA Appeal of Zoning Administrator Determination	\$650
- BZA Variance Request	\$650
Business License Review	\$50
CERTIFICATE OF APPROPRIATENESS	
- Administrative Review	\$100
- BAR Board Review	\$300
- Demolition of Historically Significant Structure	\$400
Certificate of Compliance (Commercial Rate / Per 1000 sq. ft.)	\$75
Comprehensive Plan Amendment	\$1000
Final Compliance Inspection	\$75
Local Board of Building Code Appeals Application	\$400
Portable Storage Container (Residential and Commercial)	\$50
Requested Re-Advertisement (per meeting)	\$200
REZONING APPLICATION	
- Proffer Amendment or Concept Plan/Master Land Use Plan Revision	\$650
- 1 Acre or Less	\$650 + \$100/acre
- Over 1 Acre	\$650 + \$100/Acre
- Downzoning	Over 1 st Acre \$650
SIGN APPLICATIONS	
- Permanent Sign	\$75
- Entrance Corridor (Permanent)	\$250
- Temporary Sign	\$50
- Relocation of Approved Sign	\$50
Special Use Permit (SUP)	\$1000
Special Use Permit (SUP) Short-Term Rental	\$1200
Special Use Permit (SUP) Telecommunications Tower New	\$1500
Special Use Permit (SUP) Telecommunications Tower Replacement of Antennas and Other Equipment	\$300 + Third-Party Review
Urban Agriculture Permit	\$100
Zoning Determination	\$100
Zoning Ordinance Amendment	\$650

Zoning Permit Commercial Accessories, Additions, Renovations	\$125
Zoning Permit Commercial New	\$300
ZONING PERMIT – FENCES (Commercial and Residential)	\$50
Zoning Permit, Multi-Family Residential Dwelling New	\$100/unit
Zoning Permit Residential Accessories, Additions, Renovations	\$50
Zoning Permit, Single-Family Residential Dwelling Detached New	\$125
Zoning Permit, Single-Family Residential Dwelling Attached New	\$125/unit

Requested Copies:	
Letter Paper Size:	
Per Sheet (b&w)	\$0.15
Per Sheet (color)	\$2.00
Legal Paper Size:	
Per Sheet (b&w)	\$0.50
Per Sheet (color)	\$2.50
11" x 17" Paper Size:	
Per Sheet (b&w)	\$0.75
Per Sheet (color)	\$3.50
Bond Paper for Over 11" x 17" Sizes:	
Per Square Foot (b&w)	\$0.50
Per Square Foot (color)	\$3.00
Copy of Zoning Ordinance:	\$15.00
Copy of Comprehensive Plan (each)	\$20.00

- B. Until all application fees, charges and expenses have been paid in full, no action shall be taken on any application or appeal.
- C. Freedom of Information Act (FOIA) requests for available information shall be submitted to the appropriate department that maintains the records sought for processing. Any request for records or documents from the Town is considered a FOIA request. All FOIA requests shall be communicated by the Department of the Town Manager and Town Attorney. FOIA regulations allow the Town to assess a reasonable charge for the costs to access, search, duplicate, and supply the requested materials if they exist. The Town shall not assess fees if staff time is less than thirty (30) minutes and ten pages of eight and one-half by eleven-inch (8½ x 11") paper. An individual requesting materials through a FOIA request will be notified as soon as practicably possible. The Town shall conform to all FOIA regulations established by the Commonwealth of Virginia to ensure access to all available Town documents.

(Ord. of 7-28-08; Ord. of 6-11-12; Ord of 1-28-13; Ord. of 4-22-19; Ord. of 6-8-20; Ord. of 5-22-23)

148-1100 – FEES

A. The following fees are hereby assessed for the applications or services as indicated:

APPLICATION TYPE	FEE
Boundary Adjustment	\$100
Boundary Plat / Survey Review	\$50
Copy of Town Subdivision and Land Development Ordinance	\$15
Lot Line Vacation	\$150
Performance Bond Release Partial and Full	\$200
Right-of-Way Utilization Permit	\$100
Special Exception (per application submission, not per variance or exception standard)	\$650
Site Development Plan (Minor)	\$500
Site Development Plan (Major)	\$1000 for 1 st & 2 nd Submissions, Any Subsequent Review Will Incur \$500/per submission
Sketch Plan	\$150
Subdivision Final Plat (Minor)	\$200 + \$100/per lot
Subdivision Development Plan (Minor)	\$500
Preliminary Plan (Major)	\$750
Subdivision Final Plat (Major)	\$1000 + \$100/per lot
Subdivision Development Plan (Major)	\$750 + \$25/per lot
GIS Data: a. Aerials (1,250' x 1,250' Panel) (per panel) b. Base Maps (5,000' x 5,000' panel) (per panel) Or Townwide c. Other Layers (as available) (townwide) d. Parcel Layers (as available) (townwide) e. Scanned Document (per sheet)	\$5 \$25 \$400 \$50 \$100 \$12.50

- B. Until all fees, charges, etc., described above have been paid in full, no action shall be taken to any application for any of the services described above.
- C. Freedom of Information Act (FOIA) requests for available information shall be submitted to the appropriate Department that maintains the records sought for processing. Any request for records or documents from the Town is considered a FOIA request. All FOIA requests shall be communicated by the Department to the Town Manager and Town Attorney. FOIA regulations allow the Town to assess a reasonable charge for the costs to access, search, duplicate, and supply the requested materials if they exist. The Town shall not assess fees if staff time is less than thirty (30) minutes and ten (10) pages of eight and one-half inch by eleven-inch (8 ½" x 11") paper. An individual requesting materials through a FOIA

148-1100 FEES

A. The following fees are hereby assessed for the applications or services as indicated:

1. ~~For processing an application for a Boundary Adjustment \$100.00~~
2. ~~For lot line vacation plat \$100.00~~
3. ~~For review of a boundary/plat of survey no charge for review~~
4. ~~For processing a partial release of a Performance Bond (each) \$100.00~~
5. ~~For Right of Way Utilization Permit \$25.00~~
6. ~~For processing Site Development Plan:~~
 - a. ~~Minor: \$100.00~~
 - b. ~~Major: \$750.00~~
7. ~~For processing a Sketch Plan \$100.00~~
8. ~~Copy of Town Subdivision and Land Development Ordinance \$15.00~~
9. ~~For processing as Subdivision Variance or Special Exception (per application submission, not per variance or exception standard) \$250.00~~
10. ~~For processing Subdivision Final Plat (Major) \$1,000.00~~
~~Plus (per lot) \$100.00~~
11. ~~For processing Subdivision Final Plat (Minor) \$200.00~~
~~Plus (per lot) \$100.00~~
12. ~~For processing Subdivision Preliminary Plat (Major) \$500.00~~
~~Plus (per lot) \$25.00~~
13. ~~For processing Subdivision Preliminary Plat (Minor) \$300.00~~
~~Plus (per lot) \$25.00~~
14. ~~GIS Data:~~
 - a. ~~Aerials (1,250' x 1,250' Panel) (per panel) \$5.00~~
 - b. ~~Base Maps (5,000' x 5,000' Panel) (per panel) \$25.00~~
~~Or Townwide \$400.00~~
 - c. ~~Other Layers (as available) (townwide) \$50.00~~
 - d. ~~Parcel Layers (as available) townwide) \$100.00~~
 - e. ~~Scanned Document (per sheet) \$12.50~~

B. Until all fees, charges, etc., described above have been paid in full, no action shall be taken to any application for any of the services described above.

C. Freedom of Information Act (FOIA) requests for available information shall be submitted to the appropriate Department that maintains the records sought for processing. Any request for records or documents from the Town is considered a FOIA request. All FOIA requests shall be communicated by the Department to the Town Manager and Town Attorney. FOIA regulations allow the Town to assess a reasonable charge for the costs to access, search, duplicate, and supply the requested materials if they exist. The Town shall not assess fees if staff time is less than thirty (30) minutes and ten (10) pages of eight and one-half inch by eleven-inch

(8½" × 11") paper. An individual requesting materials through a FOIA request will be notified as soon as practicably possible. The Town shall conform to all FOIA regulations established by the Commonwealth of Virginia to ensure access to all available Town documents.

148-1100 – FEES

A. The following fees are hereby assessed for the applications or services as indicated:

APPLICATION TYPE	FEE
Boundary Adjustment	\$100
Boundary Plat / Survey Review	\$50
Copy of Town Subdivision and Land Development Ordinance	\$15
Lot Line Vacation	\$150
Performance Bond Release Partial and Full	\$200
Right-of-Way Utilization Permit	\$100
Special Exception (per application submission, not per variance or exception standard)	\$650
Site Development Plan (Minor)	\$500
Site Development Plan (Major)	\$1000 for 1 st & 2 nd Submissions, Any Subsequent Review Will Incur \$500/per submission
Sketch Plan	\$150
Subdivision Final Plat (Minor)	\$200 + \$100/per lot
Subdivision Development Plan (Minor)	\$500
Preliminary Plan (Major)	\$750
Subdivision Final Plat (Major)	\$1000 + \$100/per lot
Subdivision Development Plan (Major)	\$750 + \$25/per lot
GIS Data:	
a. Aerials (1,250' x 1,250' Panel) (per panel)	\$5
b. Base Maps (5,000' x 5,000' panel) (per panel)	\$25
Or Townwide	\$400
c. Other Layers (as available) (townwide)	\$50
d. Parcel Layers (as available) (townwide)	\$100
e. Scanned Document (per sheet)	\$12.50

- B. Until all fees, charges, etc., described above have been paid in full, no action shall be taken to any application for any of the services described above.
- C. Freedom of Information Act (FOIA) requests for available information shall be submitted to the appropriate Department that maintains the records sought for processing. Any request for records or documents from the Town is considered a FOIA request. All FOIA requests shall be communicated by the Department to the Town Manager and Town Attorney. FOIA regulations allow the Town to assess a reasonable charge for the costs to access, search, duplicate, and supply the requested materials if they exist. The Town shall not assess fees if staff time is less than thirty (30) minutes and ten (10) pages of eight and one-half inch by eleven-inch (8 ½" x 11") paper. An individual requesting materials through a FOIA

request will be notified as soon as practicably possible. The Town shall conform to all FOIA regulations established by the Commonwealth of Virginia to ensure access to all available Town documents.

TOWN OF FRONT ROYAL - CHAPTER 175-137			
APPLICATION TYPE	TFR CURRENT FEE	TFR PROPOSED FEE	EXPLANATION
25% Fee Reduction for Non-Profit Organizations	--	25% Fee Reduction of Regular Fee	
All Items Requiring Zoning Approval that has Started Prior to Obtaining Necessary Permits	Regular Fee Doubled	Regular Fee Doubled	
Business License Review	--	\$50	Staff Review Time, which Can Include Site Visits
BOARD OF ZONING APPEALS (BZA) - Administrative Variance - BZA Appeal of Zoning Administrator Determination - BZA Variance Request	\$100 \$400 \$400	\$100 \$650 \$650	-- Cover Board Fees & Advertisements/Adjacent Property Owner Notifications “ ”
CERTIFICATE OF APPROPRIATENESS - Administrative Review - BAR Board Review - Demolition of Historically Significant Structure	\$50 \$100 \$200	\$100 \$300 \$400	-- Cover Board Fees Cover Board Fees & Advertisements/Adjacent Property Owner Notifications
Certificate of Compliance (Commercial Rate / 1000 ft)	\$25	\$75	Staff Review Time, which can include Site Visits
Comprehensive Plan Amendment	\$400	\$1000	Requires Staff Research, Multiple PC & TC Meetings, Advertisements for Public Hearings, GIS Map Changes
Final Compliance Inspection	\$25	\$75	Final Compliance Requires Staff Inspections
POD	\$25	\$50	
Requested Re-Advertisement (per meeting)	\$200	\$200	If Applicant Delays the Hearing

REZONING APPLICATION - Proffer Amendment - 1 Acre or Less - Over 1 Acre - Downzoning	\$400 \$500 \$500 + \$100/Acre Over 1 st Acre \$400	\$650 \$650 + \$100/acre \$650 + \$100/Acre Over 1 st Acre \$650	PC & TC Review, Public Hearings, Advertisement, & Adjacent Property Owner Notifications “ ” “ ” “ ”
Special Use Permit (SUP)	\$400	\$1000	Requires PC & TC Approval
Special Use Permit (SUP) Short-Term Rental	\$400	\$1200	Requires Additional Inspections & Site Visits for Staff as Well as PC & TC Meetings, Advertisements & Adjacent Property Owner Notifications
Special Use Permit (SUP) Telecommunications Tower New	\$400	\$1500	Requires Additional Inspections & Site Visits for Staff as Well as PC & TC Meetings, Advertisements & Adjacent Property Owner Notifications
Special Use Permit (SUP) Telecommunications Tower Replacement of Antennas and Other Equipment	\$100	\$300 + Third-Party Review	
Urban Agriculture Permit	\$25	\$100	Requires Annual Inspections by Staff & Outside Agency Review
Zoning Determination	--	\$100	Requires Significant Research & Staff Time
Zoning Ordinance Amendment	\$400	\$650	Requires Multiple Meetings w/ Staff, Multiple PC Meetings, and TC Meetings, and Advertisements
Zoning Permit Commercial Accessories, Additions, Renovations	\$100	\$125	Accessories, Additions, Renovations
Zoning Permit Commercial New	\$100	\$300	New Construction & Commercial Uses
Zoning Permit – Fences Commercial and Residential	\$25	\$50	
Zoning Permit, Multi-Family Residential Dwelling New	\$50/unit	\$100/unit	

Zoning Permit Residential Accessories, Additions, Renovations	\$25	\$50	Typically, Residential Renovations, Accessory Structures, Additions
Zoning Permit, Single-Family Residential Dwelling Detached New	\$75	\$125	
Zoning Permit, Single-Family Residential Dwelling Attached New	\$75/unit	\$125/unit	
SIGN APPLICATIONS			
- Permanent Sign	\$50	\$75	--
- Entrance Corridor	\$75	\$250	Requires PC Review
- Temporary Sign	\$25	\$50	--
- Relocation of Approved Sign	--	\$50	--

TOWN OF FRONT ROYAL - CHAPTER 148-1100 - FEES			
APPLICATION TYPE	TFR CURENT FEE	TFR PROPOSED FEE	EXPLANATION
Boundary Adjustment	\$100	\$100	
Boundary Plat / Survey Review	--	\$50	Staff Review Time, Which Can Include Site Visits
Lot Line Vacation	\$100	\$150	Staff Review Time, Which Can Include Site Visits
Performance Bond Release Partial and Full	\$100	\$200	Significant Staff Time, Potential Consultation w/ Town Attorney & Various Departments
Right-of-Way Utilization Permit	\$25	\$100	Staff Review Time, Which Can Include Site Visits & Coordination w/ Public Works
Special Exception	\$250	\$650	Requires Multiple Meetings w/ Staff, Multiple PC Meetings, Advertisements & Adjacent Property Owner Notifications
Site Development Plan (Minor)	\$100	\$500	Requires Staff Review Plus Routing & Coordination w/ Internal & External Departments
Site Development Plan (Major)	\$750	\$1000 for 1 st & 2 nd Submissions, Any Subsequent Review Will Incur \$500/per submission	Initial Fee Will Allow for One Round of Comments & Resubmission. The Hope is to Encourage Applicants to Not Use Staff for Site Design, but to Comply w/ Current Requirements.
Sketch Plan	\$100	\$150	
Subdivision Final Plat (Minor)	\$200 + \$100/per lot	\$200 + \$100/per lot	
Subdivision Development Plan (Minor)	\$100	\$500	
Preliminary Plan (Major)	\$500 + \$25/per lot	\$750	Requires PC Review
Subdivision Final Plat (Major)	\$1000 + \$100/per lot	\$1000 + \$100/per lot	Requires PC and TC Review
Subdivision Development Plan (Major)	\$750	\$750 + \$25/per lot	Requires PC and TC Review



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: May 5, 2025

Item# 04F

Agenda Item: Proposed Text amendment to Permit Lodging Houses in the R-1 Zoning District by Special Use Permit

Summary: On April 16, 2025, PC recommended denial of the text amendment.

"For the purposes good zoning practice and lack of public necessity, I move that the Planning Commission forward a recommendation of disapproval to the Town Council for zoning text amendment #2500062 to not allow lodging houses by Special Use Permit in the R-1 zoning district."

PC voted 4 to 1 to deny with the explanation that the application is too general in nature for R1 districts and therefore problematic. There is concern this could result in some types of boarding houses that are not appropriate for an R1-District and therefore would not serve the public interest.

Budget/Funding: N/A

Staff Recommendation: The text amendment would permit the Lodging Houses by SUP, so there would be a level of control to determine appropriateness. The intent of the R-1 District specifically excludes the inclusion of Lodging Houses. The only current use similar would be bed and breakfast, which also requires a SUP in this district. The large lot requirement would exclude a significant number of properties from being eligible.

Staff supports approval with a potential amendment to the statement of intent.

PUBLIC HEARING

2500062 – A Zoning Text Amendment to Town Code Chapter 175-12.1 to allow lodging houses by Special Use Permit in the R-1 zoning district.

Town of Front Royal, Virginia

Planning Commission Monthly Meeting Agenda

☐ Consent Action ☐ Administrative Action ☒ Public Hearing ☐ Discussion

Agenda Item: Zoning Text Amendment - #2500062

MEETING DATE: April 16, 2025

SUMMARY: Proposed text amendment to permit lodging houses in the R-1 zoning district by Special Use Permit.

175-12.2 USES PERMITTED BY SPECIAL PERMIT:

Lodging houses, rooming houses, and boarding houses on parcels $\frac{3}{4}$ of an acre or larger.

Staff recommends approving the text amendment but also recommends discussing and reviewing the intent of the R-1 district during work sessions pertaining to the R-1 zoning district. Given that there are not many lots in the district that meet these criteria, a lodging house, similar to a bed and breakfast, could certainly be an appropriate use so long as it is regulated by the Special Use Permit process.

STAFF RECOMMENDATION: Staff supports the approval of this zoning text amendment.

MOTION: "For the purposes good zoning practice and lack of public necessity, I move that the Planning Commission forward a recommendation of disapproval to the Town Council for zoning text amendment #2500062 to not allow lodging houses by Special Use Permit in the R-1 zoning district."

NOTE: This is only a draft motion. Alternative motions are also welcome.

PLANNING COMMISSION ACTION:

Moved _____ Seconded _____

Marshner _____ Neel _____ Marrazzo _____ Brooks _____ Fedoryka _____

☐ Approved ☐ Approved w/ Conditions ☐ Denied ☐ Other



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

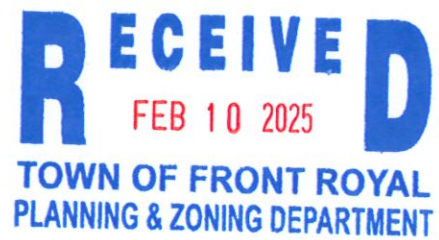
**Planning Commission Regular Meeting
April 16, 2025
Staff Report**

Application #	2500062 - Zoning Text Amendment
Applicant	Aaron Hike
Request/Summary	Aaron Hike submitted a request on February 10, 2025 to “propose a text amendment for the (R-1) zoning district to permit Lodging Houses by Special Use Permit”.
Enabling Statute	Zoning text amendments must be initiated by a resolution of intent adopted by the governing body or a motion adopted by the planning commission. Virginia Code § 15.2-2286(A)(7). The resolution or motion must state the public purposes for the proposed action. Virginia Code § 15.2-2286(A)(7). It is sufficient for the resolution to merely recite the purposes stated in Virginia Code § 15.2-2286(A)(7) (public necessity, convenience, general welfare, or good zoning practices), rather than state specific, independent purposes.
Ordinance Language	175-12.2 USES PERMITTED BY SPECIAL PERMIT: Lodging houses, rooming houses, and boarding houses on parcels $\frac{3}{4}$ of an acre or larger.
Background and Staff Recommendation	175-3 LODGING HOUSE - A residential building, other than a hotel, motel or bed-and-breakfast home, where lodging is provided for compensation on a regular basis, pursuant to previous arrangements, but which is not open to the public or transient guests. Meals may be provided to the residents in a central location; however, no provisions shall be made for cooking in individual rooms or units. The maximum number of rooms or units shall be controlled by the area requirements of the district in which the use is located, but in no case shall the total number of lodging rooms or units exceed ten (10). A "Lodging House" shall also be known as a "Rooming House" or a "Boarding House." (Added 5-14-90-Effective Upon Passage) Staff recommends approving the text amendment but also recommends discussing and reviewing the intent of the R-1 district during work sessions pertaining to the R-1 zoning district. Given that there are not many lots in the district that meet these criteria, a lodging house, similar to a bed and breakfast, could certainly be an appropriate use so long as it is regulated by the Special Use Permit process.

2500062
ORD Amendment

Text amendment Proposal

I would like to propose a text amendment for the (R-1) zoning district. The proposed text amendment would be for 175-12.1 USES PERMITTED BY SPECIAL PERMIT: To add allowable use under miscellaneous by special use permit for as follows: Lodging houses, rooming houses, and boarding houses on parcels $\frac{3}{4}$ of an acre or larger.



Aaron Hike

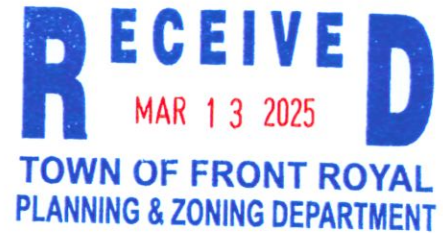
A handwritten signature in black ink, appearing to be "A. Hike", written over a faint circular stamp.

2-8-25

#2500062

Connie Potter

From: John Ware
Sent: Thursday, March 13, 2025 5:01 PM
To: Connie Potter
Subject: FW: Text Amendment Letter of Justification



From: build hikeconstruction.com <build@hikeconstruction.com>
Sent: Thursday, March 13, 2025 4:43 PM
To: John Ware <jware@frontroyalva.com>; Lauren Kopishke <lkopishke@frontroyalva.com>
Cc: Aaron <hikeconstruction@gmail.com>
Subject: Text Amendment Letter of Justification

justification for requesting a text amendment to allow a residential home to be used as a lodging house:

Dear Planning and Zoning Department,

I am writing to formally request a text amendment to the Zoning Ordinance that would allow residential properties to be used as lodging houses within the R1 district of Front Royal with a lot size of more than 3/4 of an acre. I believe that this amendment is in line with the evolving needs of our community and can contribute positively to the local economy and housing options.

1. ****Meeting Evolving Housing Needs:****

The demand for short-term and flexible accommodation options has been rising steadily in recent years. Lodging houses offer an alternative to traditional hotel accommodations and can provide affordable and convenient housing options for visitors, students, and workers who need temporary living spaces. Not to mention the largest need in this community, which is transitional housing for teens, women and children, and the homeless population. This amendment will help address the growing need for such housing while maintaining the character of residential neighborhoods.

2. ****Promoting Economic Growth:****

Allowing residential homes to operate as lodging houses can contribute to the local economy by attracting visitors who may not otherwise stay in traditional hotels and also while freeing up hotel space for tourist rather than long-term locals who have no other option for housing. These visitors often contribute to local businesses, restaurants, and attractions, supporting the broader economic environment. This change would enable homeowners to offer short-term rentals OR housing for those ALICE families in our community while benefiting from increased income opportunities as well as strengthening our work force. If individuals don't have to see refuge in shelters in surrounding localities they are local to be able to work in our community. Currently many motels and hotels in the town limits house locals vs tourists. This will help change that.

3. ****Enhancing Housing Flexibility:****

With the rise and change of remote work and temporary employment, many people seek flexible living arrangements that fit their transient lifestyle. Individuals paying for hotel/motel accommodations can never catch up or get ahead because of the cost, it's essentially a trap. By allowing residential homes to function as lodging houses, we are accommodating those in need, the vulnerable, and these changing housing needs, ensuring that people who come to our area for short-term stays can find suitable, safe, and affordable lodging. Or those who live and work here but have lost stable housing can have security.

4. ****Ensuring Residential Compatibility:****

This proposed text amendment would include clear guidelines and regulations to ensure that lodging houses maintain the integrity and character of residential neighborhoods. For instance, establishing criteria for the maximum number of guests, maintaining appropriate parking provisions, and ensuring proper safety standards (fire safety, health codes, etc.) can ensure that lodging houses are compatible with the existing residential uses. As well as only allowing these on residential homes with larger lots. This way the town wouldn't be able to be over saturated with lodging houses vs long term residential homes

5. ****Alignment with Other Jurisdictions:****

Many other localities across the state and nation have successfully adopted similar amendments to allow residential homes to operate as lodging houses. These areas have seen positive results, such as increased tourism and positive impacts on local businesses, without significantly detracting from the quality of life for existing residents. By following this trend, Front Royal can join these communities in adapting to modern housing and economic trends.

6. ****Safety and Regulation:****

The proposed amendment would include necessary safeguards, such as safety and building code compliance, ensuring the health and well-being of guests. These would include requirements for adequate fire escapes, smoke detectors, and compliance with occupancy limits. Additionally, regular inspections could be conducted to ensure that lodging houses meet the safety and quality standards expected by the community.

In conclusion, the request for this text amendment is driven by the desire to adapt to changing housing needs, promote local economic growth, and ensure that residential neighborhoods remain safe and well-regulated. Allowing residential homes to be used as lodging houses would provide a new, flexible housing option while maintaining the community's character. I believe this text amendment will serve the best interests of both property owners and the broader community.

Thank you for considering this request. I look forward to working with the Planning and Zoning Department to facilitate a discussion on this proposed amendment and would be happy to provide any additional information or answer any questions.

This letter serves as a formal request and justifies the proposed change by highlighting the evolving housing needs, economic benefits, and steps to maintain compatibility with the community. While addressing growing crisis within our community.

**Thank you,
Aaron Hike**

Hike Construction Inc.

[417 N Royal Ave](#)
Front Royal, VA 22630
540-305-6643- Cell
540-313-6901- Office

RESIDENTIAL DISTRICT (R-1)

175-11 STATEMENT OF INTENT (R-1)

The R-1 District is composed of quiet, low-density residential areas, plus undeveloped areas where similar residential construction appears likely to occur. The standards set forth for this district are designed to stabilize and protect the essential character of the areas so delineated, to promote and encourage a suitable environment for family life where there are children, to provide areas for suitable expansion of the Town as facilities are provided and to prohibit all commercial activities. Development is, therefore, limited to relatively low concentration, and permitted uses are limited to single-unit dwellings, plus selected additional uses, such as schools, parks, churches and certain public facilities that serve the residents of the district. Mobile homes or rooming houses are prohibited.

175-12 USES PERMITTED BY RIGHT(R-1)

A. Subject to the standards and requirements set forth in this Chapter, except as prohibited or restricted by separate restrictions of record that may pertain to property within the R-1 District, the following uses of land and buildings are permitted by-right in the R-1 District:

RESIDENTIAL:

Single-family dwellings, detached

COMMERCIAL:

INDUSTRIAL:

ORGANIZATIONAL:

Churches
Public libraries
Schools

MISCELLANEOUS:

Accessory uses, structures and buildings
Home occupations
Open space and conservation areas
Public facilities
Public parks and playgrounds
Public utilities
Signs, as set forth in Section 175-106
Special childcare services
Such other uses as determined similar to one or more enumerated uses by the Zoning Administrator

(Amended Section 10-10-94, 7-25-05 and 6-22-15-Effective Upon Passage)

175-12.1 USES PERMITTED BY SPECIAL PERMIT (R-1)

A. The following uses are permitted within the R-1 District only by approval of a special use permit, except as prohibited or restricted by separate restrictions of record that may pertain to property within the R-1 District:

RESIDENTIAL:

COMMERCIAL:

Bed and Breakfasts, as set forth in Section 175-107.2

Day care, and day-care facilities as set forth in the Town Code Section 175-107.1

INDUSTRIAL:

ORGANIZATIONAL:

Community Centers.

Fire and Rescue Squads and Police Stations.

MISCELLANEOUS:

Any use permitted under Section 175-12, or specifically listed above under this subsection, that proposes to occupy a building or structure that exceeds the height requirements of Section 175-17, subject to the requirements of Section 175-136. Additional heights approved by a special use permit shall be required to increase the required setback and yard area requirements by an equivalent distance from each property line.

Lodging houses, rooming houses and boarding houses on parcels $\frac{3}{4}$ of an acre or larger.

Such other uses as determined similar to one or more enumerated uses by the Zoning Administrator.

(Added Entire Section 10-23-89 ; Amended 1-10-96, 7-28-08 and 6-22-15-Effective Upon Passage)

175-12.2 MODEL HOMES AND SALES OFFICES (R-1)

Model homes and sales offices for the marketing of residential dwellings within a specific development shall be permitted in an R-1 Residential Zoning District upon approval of a zoning permit by the Zoning Administrator, subject to the following conditions:

A. The Zoning Administrator shall review and approve or deny all requests for permits authorizing model homes and sales offices for the marketing of residential dwellings within a specific development. In assessing a request for a permit, the Zoning Administrator shall consider the

necessity for the model home and/or sales office, its location and its effects on the surrounding neighborhood and/or adjoining property and may require terms and conditions on the location, appearance and such other reasonable conditions as the Zoning Administrator shall deem necessary.

B. The model home shall be a standardly constructed home similar in type and appearance to the other homes sold in the development and shall be used as a residential dwelling after expiration of the model home zoning permit.

C. Only one (1) sales office shall be approved for a development, regardless of the number of phases. A sales office must be located in a model home in the event that the development has an approved model home. Otherwise, the sales office shall be located in a residential home located in the development. In assessing a request for a sales office, the Zoning Administrator shall consider the necessity for the sales office, its location and its effect on the surrounding neighborhood and/or adjoining property and may require terms and conditions on the location, appearance and other such reasonable conditions as the Zoning Administrator shall deem necessary. Such sales offices shall be restricted to the marketing of residential dwellings at the specific development in question, and no other business whatsoever shall be conducted on the premises.

D. The request for a model home and/or sales office shall be filed by the developer.

E. Each model home and/or sales office shall have a minimum of four (4) off-street parking spaces in addition to other parking spaces required by this chapter.

F. All model homes and sales offices must be connected to Town water and sewer and must provide rest room facilities for the public.

G. The maximum allowable period for the operation of a model home or sales office shall be one (1) year. Applications for renewal for successive six-month periods may be submitted if additional time is necessary to complete sales within the development. All renewal applications must be filed at least thirty (30) days prior to the expiration of the original model home or sales office permit.

H. The Zoning Administrator, in granting a model home or sales office permit, may require the posting of a bond to insure that the model home and sales office terms and conditions are adhered to and to ensure that the operations cease and the site is left in good order at the expiration of the permit.

I. The Zoning Administrator may establish such additional requirements and conditions as may be in the best interests of the Town of Front Royal.

(Added Section 1-8-90-Effective Upon Passage)

175-13 AREA AND FRONTAGE (R-1)

Area and frontage regulations shall be as follows:

A. On-lot water and sewer:

1. Minimum area per lot: forty thousand (40,000) square feet.
2. Minimum width at setback line: one hundred (100) feet.

B. Public water or public sewer:

1. Minimum area per lot: thirty thousand (30,000) square feet.
2. Minimum width at setback line: eighty (80) feet.

C. Public water and public sewer:

1. Minimum area per lot: ten thousand (10,000) square feet.
 1. Minimum width at setback line: seventy-five (75) feet.

175-14 SETBACK (R-1)

Structures shall be located thirty-five (35) feet or more from any street right-of-way which is fifty (50) feet or greater in width or fifty-five (55) feet or more from the center of any street right-of-way less than fifty (50) feet in width; however, no building need be set back more than the average of the setback of the immediately adjoining structures on either side. A vacant lot fifty (50) feet or more in width may be assumed to be occupied by a building having a minimum setback.

175-15 YARDS (R-1)

A. Side: The minimum total width of the side yards shall be twenty-five (25) feet, with no one (1) side yard being less than ten (10) feet.

B. Rear: Each rear yard shall be a minimum of thirty (30) feet.

C. Front: The required depth of the front yard shall be as provided in Section 175-14. On lots of less than two (2) acres in size or where the front yard provided for any single-family dwelling is less than 150 feet, the main or front building facade and entrance shall be oriented toward the front yard of the property, unless an administrative variance is granted pursuant to Section 175-147.1.

(Added "C" 2-2-6-01-Effective Upon Passage)

D. Accessory buildings shall be setback from side and rear property lines by no less than five (5) feet.

(Added "D" 6-22-15-Effective Upon Passage)

175-16 LOT COVERAGE (R-1)

The maximum building coverage shall be thirty percent (30%).

175-17 HEIGHT (R-1)

A. Buildings may be erected up to two and one-half (2 1/2) stories, but not to exceed thirty-five (35) feet in height.

B. A public or semipublic building, such as a school, church or library, may be erected to a height of sixty (60) feet from grade, provided that required front, side and rear yards shall be increased one (1) foot for each foot in height over thirty-five (35) feet.

C. Church spires, belfries, cupolas, municipal water towers, chimneys, flues, flagpoles, television antennas and radio aerials are exempt. Parapet walls may be up to four (4) feet above the height of the building on which the walls rest.

D. No accessory building which is within twenty (20) feet of any party lot line shall be more than one (1) story high. All accessory buildings shall be less than the main building in height.

175-18 CORNER LOTS (R-1)

A. Of the two (2) or more yards of a corner lot with frontage along multiple streets, the front yard shall be established by the following criteria:

1. For new subdivision applications, the front yard shall be identified by the applicant on the subdivision site plan and approved by the Town on the approved final plat.
2. For new construction on existing corner lots where no front yard is designated on the approved final plat, the property owner shall determine the front yard on the Zoning Permit application and shall be approved by the Town on the approved Zoning Permit.
3. For existing structures, the front yard shall be the yard with frontage that the front façade of the primary building faces.
4. The approved front yard established by this Code Section shall only be changed by review and approval of a revised final plat approved by the Planning Commission. Such future requests shall be approved if the Planning Commission determines that the proposed front yard is consistent with other properties along the same street frontages.

(Amended "A" 6-22-15-Effective Upon Passage)

B. The side yard setback on the side facing the side street shall be thirty (30) feet or more for main buildings, and thirty-five (35) feet or more for accessory buildings.

(Amended "B" 6-22-15-Effective Upon Passage)

C. Each corner lot shall have a minimum width at the setback line of one hundred (100) feet.

D. The rear yard setback if facing a street shall be fifty (50) feet or more for both main and accessory buildings.

(Added (D) 6-22-15-Effective Upon Passage)



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: May 5, 2025

Item# 05A

Agenda Item: Request for an Easement on Town Property from Donald Stallings near Duck Street

Summary: The request for an easement was discussed at the February 12th and April 8, 2024 work session with multiple questions including the VDOT permit for access. The responses to the questions from the work session are included in the agenda packet from the applicant. Town Council will need to give direction on this written request for an easement or license on Town property.

Background from February 12th, 2024 work session:

Staff received a request from Donald Stallings on January 10, 2024, requesting written permission to use the existing access gate and easement through the Town of Front Royal Property located on either side of the North Fork bridge and to access his property for recreational use, and maintaining the property. The property is a 5.1-acre lot situated between the railroad and the river. The Town property is approximately 1,000 feet in length and its termination point would connect to E. Duck Street.

This request is for the same property that was discussed in November 2023, as part of the Hounshell request. Since that meeting, Mr. Stallings purchased the property and is seeking a similar easement to access this property. He currently owns property (142 Rugby Street) across the railroad tracks adjacent to the 5-acre parcel needing access. During the discussion in November on the Hounshell request, the applicant was asked to pursue the easement with VDOT before the Town considered any easement or access because VDOT owns the land under the North Fork Bridge. When Joe Waltz was contacted in January by Mr. Stallings, Mr. Waltz relayed the same message to Mr. Stallings, and Mr. Stallings stated he was in the process of obtaining an easement from VDOT.

Mr. Waltz was notified by the applicant on January 31, 2024, that Mr. Stallings received his land use permit to access the VDOT property under the bridge which is attached. In the permit from VDOT, it states "Access under VDOT Bridge over Shenandoah River as described above. No parking or storage of any kind is permitted on VDOT r/w. Permission needs to be obtained from Town of Front Royal to cross Town property and access of their gate."

Background from April 8th, 2024 work session:

The land use permit granted to Mr. Stallings by V-DOT to allow access under the VDOT bridge was effective January 31, 2024 and expired February 1, 2024. Council requested Mr. Stallings to obtain permanent access from V-DOT before the Town would consider providing access to Mr. Stallings.

Update April 2025

March 18, 2025 – Donald Cummins II, VDOT Land Use Supervisor, emails B.J. Wilson, Interim Town Manager stating: *Mr. Donald Stallings has VDOT's permission to utilize the access road under the North Fork of the Shenandoah River Bridge to access his property (Tax ID Parcel 20-A-114). This email serves as the permanent permission for Mr. Stallings to use our Right-Of-Way to access his parcel from this point forward.*

April 2, 2025 – Mr. Stallings emails a new request for permission to ingress and egress through Front Royal Property

Budget/Funding: N/A

Staff Recommendation: Staff requests direction on this written request for permission to ingress and egress through the Town of Front Royal's property.

BJ Wilson

From: Donald Stallings <donald.stallings@allenlund.com>
Sent: Wednesday, April 2, 2025 10:26 AM
To: BJ Wilson
Subject: Re: FW: Access Under Rt 340/522 Bridge Front Royal VA

Good morning Mr. Wilson, Please see the request below.

Request for Permission to Ingress and Egress through Front Royal Property

My name is Donald Stallings and I reside at 142 Rugby Street, Front Royal VA 22630. I am writing today to request access through Town Property in order to access my property.

Purpose of requested Access: I am seeking access through Town Property using the existing access road for ingress and egress of my property.

Property Description(s): My property is identified as GIS Tax Map#: 20A114 (5.11 acres) and runs along the south side of the north fork of the Shenandoah River. The Town's property is identified as GIS Tax Map #: 20A128 15 (4.382 acres) and begins at the existing access gate on Winchester Pike and adjoins to my property.

Proposed entry point, location, and size of the requested access:

Entry Point: There is an existing access gate located at 38.948566, -78.198456 (Location Description: At the corner of Winchester Pike to the immediate left of the N.S. Railroad crossing).

Existing Service road: From the access gate there is a service road that runs through town property and continues through my property.

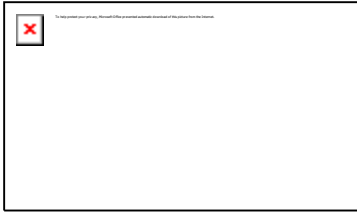
Proposed measurements of requested access: The access I am requesting would be 14' wide (Approximately the size of the access gate) and 1045' long (Description of location: From the access gate on Winchester Pike and existing access road to my property).

Maintenance of Access: I will maintain property within the granted access measurements, keeping it clear of overgrowth and debris.

Ensuring Controlled Access: As suggested by Public Works, the use of the "Dog-leg" chain method is to be used to ensure separate locks for Front Royal and myself. Gate is to remain locked if access is not being used.

Liability and Insurance: My property is scheduled individually on my homeowner's insurance policy. Once granted, the access itself is covered under my policy as an extension of my property with \$1,000,000 coverage to protect against liability for personal injury and/or property damage. This is outlined under the "Contracts and Agreements" of my policy when the agreement is made.

Term of Request: The requested access would be non-transferable in the event of the sale or transfer of the property and may be revoked by the Town of Front Royal at any time.



Donald Stallings

Transportation Broker, Winchester VA
P:(800) 929-5863 C:(540) 323-4168
252 Airport Road, Suite 1,
Winchester, VA 22602
donald.stallings@allenlund.com
We treat your freight like family!



"Celebrating 49 years serving the logistics industry."

On Thu, Mar 20, 2025 at 7:22 AM BJ Wilson <bwilson@frontroyalva.com> wrote:

Good morning,

I spoke with our legal department regarding the latest email from VODT and our legal department wanted to know if you had provided a formal written request to Town Council; which I do not remember seeing. I asked our legal department if I should request a formal written request from you and below is the response received:

"Yes, if he is asking the Town for an easement, he needs to specify, exactly, the scope of the easement, where, how long, how wide, for what purpose, fencing, etc. "

If you can provide me a formal written request including the items listed above, I can take the request to Town Council for consideration.

B. J. Wilson, V.C.A.

Assistant Town Manager/

Director of Finance

P- (540) 635-7799

F - (540) 635-2298

From: Cummins II, Donald S. (VDOT) <DonaldS.CumminsII@vdot.virginia.gov>

Sent: Tuesday, March 18, 2025 10:50 AM

To: BJ Wilson <bwilson@frontroyalva.com>

Cc: Funkhouser, Rhonda (VDOT) <Rhonda.Funkhouser@VDOT.Virginia.gov>; donald.stallings@allenlund.com; Johnson, Joseph (VDOT) <JosephW.Johnson@vdot.virginia.gov>; Smith, Matthew, P.E. (VDOT) <Matthew.Smith@vdot.virginia.gov>
Subject: RE: Access Under Rt 340/522 Bridge Front Royal VA

BJ,

Mr. Donald Stallings has VDOT's permission to utilize the access road under the North Fork of the Shenandoah River Bridge to access his property (Tax ID Parcel 20-A-114). This email serves as the permanent permission for Mr. Stallings to use our Right-Of-Way to access his parcel from this point forward.

Donnie

Donald S. Cummins, II "Donnie"

Land Use Permits Supervisor

VDOT - Edinburg Residency Office

14031 Old Valley Pike | Edinburg, VA 22824

Phone #540.534.3201

Email: donaldS.cumminsII@vdot.virginia.gov



From: BJ Wilson <bwilson@frontroyalva.com>
Sent: Tuesday, March 18, 2025 8:20 AM
To: Cummins II, Donald S. (VDOT) <DonaldS.CumminsII@vdot.virginia.gov>
Cc: Funkhouser, Rhonda (VDOT) <Rhonda.Funkhouser@VDOT.Virginia.gov>; donald.stallings@allenlund.com
Subject: RE: Access Under Rt 340/522 Bridge Front Royal VA

Good morning,

Our legal department is requesting something showing that Mr. Stallings has permanent access through V-DOT's property. Your email does not state that Mr. Stallings is allowed permanent access; can you please provide me with something that provides Mr. Stalling permanent access?

B. J. Wilson, V.C.A.

Assistant Town Manager/

Director of Finance

P- (540) 635-7799

F - (540) 635-2298

From: Cummins II, Donald S. (VDOT) <DonaldS.CumminsII@vdot.virginia.gov>
Sent: Tuesday, March 18, 2025 5:58 AM
To: BJ Wilson <bwilson@frontroyalva.com>
Cc: Funkhouser, Rhonda (VDOT) <Rhonda.Funkhouser@VDOT.Virginia.gov>; donald.stallings@allenlund.com
Subject: Access Under Rt 340/522 Bridge Front Royal VA

Good afternoon BJ,

As discussed during our phone conversation, VDOT has no objections to Mr. Stallings accessing his property Parcel 20-A-114 under the North Fork River bridge in Front Royal. The permit was merely applied for, issued and completed within 1 day to document the access through our property for the future. Our permits typically signify work or activities being performed on the Right-Of-Way. Since no work was being performed and it was for our records of Donald's crossing, the permit was closed. VDOT has no current or future objections to this use.

Let me know if you have any further questions. Feel free to reach out if you do.

Thanks, Donnie

Donald S. Cummins, II "Donnie"

Land Use Permits Supervisor

VDOT - Edinburg Residency Office

14031 Old Valley Pike | Edinburg, VA 22824

Phone #540.534.3201

Email: donaldS.cumminsII@vdot.virginia.gov



COPY



August 30, 2023

