



TOWN COUNCIL REGULAR MEETING **RESCHEDULED**

~~Monday, January 26, 2026 @ 7:00pm~~ - **Mon. February 2, 2026**

~~Warren County Government Center~~ -- **Town Hall**

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

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

4. **APPROVAL OF MINUTES** – *I move that Council approve the minutes of December 8, 2025 Regular Meeting/Work Session, January 5, 2026 Work Session and January 12, 2026 Work Session, as presented.*

5. **ADDITION/DELETION OF ITEMS FROM THE AGENDA (REQUIRES UNANIMOUS VOTE) AND/OR REVISION TO ORDER OF BUSINESS (REQUIRES MAJORITY VOTE)**

6. RECOGNITIONS/AWARDS/REPORTS/PRESENTATIONS

- A. Recognition of Officers – Chief Whited
 1. MADD Award to Officer Brooke Duvall and Officer Carrie Gibson
 2. Promotion of Corporal Mark Hajduk
 3. Introduction of New Police Officer Cooper Blake

7. PUBLIC HEARINGS

- A. Special Use Permit Request Submitted by Fussell Florist for an Artistic Mural at 202 E. 2nd Street
- B. Receive Public Comment on a Request from Zuckerman Metals, Inc. to Vacate a Portion of an Unimproved Street Located Between East 5th Street and Happy Creek.
- C. Receive Public Comment on a Request from Zuckerman Metals, Inc. to Vacate a Portion of an Unimproved Street Located Between East 5th Street and Lot 17A.
- D. Receive Public Comment on a Request from 218 E. 4th Street LLC to Vacate a Portion of an Unimproved Street Located Between East 4th Street and Lot 16.
- E. Receive Public Comment on a Request from James Heflin to Vacate a Portion of the Unimproved Randolph Avenue Between Washington Avenue and Lot 5.
- F. Ordinance Amendment to Chapter 12 and Chapter 70 Pertaining to Electricity Fees and Procedures.

8. PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS

9. REPORTS

- A. Report of Town Manager
- B. Report of Councilmembers
- C. Report of the Mayor

10. CONSENT AGENDA ITEMS

- A. Purchase of ArcGIS Enterprise Software Licensing
- B. FY26 Budget Amendment for Grant Award Operation Ceasefire Forensic and Analytical Technology
- C. Two (2) Year Extension of Automated Systems Speed Enforcement Systems Agreement with Blue Line Solutions LLC
- D. Standard Operating Procedures for Front Royal Small Unmanned Aircraft Systems (sUAS) Operations
- E. Rights of Requesters and Responsibilities of Town of Front Royal FOIA Policy Revisions

11. **BUSINESS ITEMS** – None

12. **CLOSED MEETING**

13. **ADJOURN**



Moment of Silence

Pledge of Allegiance was led by Councilman Ingram.

ROLL CALL BY CLERK OF COUNCIL

PRESENT: Mayor Lori A. Cockrell
Vice Mayor Amber F. Veitenthal
Councilwoman Melissa DeDomenico-Payne
Councilman Joshua L. Ingram
Councilman H. Bruce Rappaport
Councilman R. Wayne Sealock
Councilman Glenn E. Wood

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

APPROVAL OF MINUTES – Councilman Ingram moved seconded by Vice Mayor Veitenthal moved that Council approve the Council meeting minutes of November 24 2025 Regular Meeting, and December 1, 2025 Work Session, as presented.

Vote: Yes – Councilmembers Wood, Veitenthal, Sealock, Rappaport, Ingram, DeDomenico-Payne
No – N/A
Absent – N/A
Abstain – N/A

ROLL CALL

ADDITION/DELETION OF ITEMS FROM THE AGENDA OR REVISION TO ORDER OF BUSINESS – Councilman Sealock moved seconded by Councilman Wood that Council remove Item #9 from the agenda.

Vote: Yes – Councilmembers Wood, Veitenthal, Sealock, Rappaport, Ingram, DeDomenico-Payne
No – N/A
Absent – N/A
Abstain – N/A

ROLL CALL

RECOGNITIONS/AWARDS/REPORTS

Mayor Cockrell and Council recognized and thanked Nicholas Bass for his four years of service on the Front Royal Economic Development Authority (FREDA).

PUBLIC HEARINGS - None

PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS - None

REPORTS– REMOVED

Town Manager Report

Town Council Reports

Report of the Mayor



CONSENT AGENDA ITEMS

Purchase/Installation of Variable Frequency Drive for Final Clarifier #2 at the Wastewater Treatment Plant

Council approved the purchase and installation of a variable frequency drive for final clarifier #2 at the Wastewater Treatment Plant from Evoqua Water Technologies in the amount of \$133,094.76.

Approval of the Award of a Task Order for Solids Dewatering Preliminary Engineering Report/FY26 Budget Transfer

Council approved awarding a task order for solids dewatering preliminary engineering report to CHA Consulting Inc in the amount of \$270,000.00 and a FY26 Budget Transfer to allocate the funds.

Vice Mayor Veitenthal moved seconded by Councilman Sealock that Council approve the Consent Agenda as presented.

Vote: Yes – Councilmembers Wood, Veitenthal, Sealock, Rappaport, Ingram, DeDomenico-Payne

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

BUSINESS ITEMS

Amendments to the Town of Front Royal Policy for Vacation of Public Rights-of-Way

Councilwoman DeDomenico-Payne move seconded by Councilman Wood that Council approve and adopt the Town of Front Royal Policy for Vacation of Public Rights-of-Way as presented.

Vice Mayor Veitenthal voiced concern of ambiguity and contradiction with the Policy's Section 5.A.iii "Pursuant to Virginia Code §15.2-2008, the sale price shall be no greater than the property's fair market value or its contributory value to the abutting property, whichever is greater, or the amount agreed to by the parties. The fair market value shall be determined by the average price per square foot for all abutting properties at their current tax assessed value provided by Commissioner of the Revenue's Office, and the sale price will then be calculated by the total area of land to be purchased." She understood the policy would be written to avoid future negotiations. Town Manager Joe Petty explained that the reference to the state code could not be removed and the reference to the fair market value was solely for the abutting properties, creating an unbiased approach. Town Attorney George Sonnett reminded Council that the price was always whatever Council agreed to. Councilman Rappaport stated that the policy was a good baseline, noting that ambiguity would never be removed.

Vote: Yes – Councilmembers Wood, Veitenthal, Sealock, Rappaport, Ingram, DeDomenico-Payne

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

Request for Water and Sewer in the Rt. 340/522 Corridor for Industrial Use from 444 Baugh, LLC on Baugh Drive

Councilman Wood moved seconded by Councilman Sealock that Council, based upon a finding of sufficient excess capacity, approve a joint request from Warren County and 444 Baugh LLC for water and sewer service, not to exceed 20,850 gallons per day, within the Route 522/340 North Corridor on property identified as Tax Map 12G--2-1--10A and located on the east side of Baugh Drive supplying as many as three (3) buildings for light general industrial/warehouse use, conditioned upon conveyance to the Town of any necessary easements and the execution of an out-of-Town excess capacity utility agreement and direct the Town Manager and Town Attorney to execute the necessary agreement with the Owner requiring compliance with Town Code, and with industrial rates and charges at one hundred percent (100%) more than the in-town rates and charges.



Vice Mayor Veitenthal voiced excitement at the promise of jobs but voiced concern over the County's possible approval of not allowing industrial wells in the corridor. If it is approved, she suggested bringing forward these applications to the Liaison Meeting to discuss the County's contribution to the Town's infrastructure to supply industries with water.

Councilman Rappaport stated that the Town was positioned as the "water authority" noting that the Town had spent a large amount of money on infrastructure. He voiced excitement about the many jobs and noted that warehouses drew the least amount of water.

Councilman Ingram voiced concern about the definition of "light general industrial/warehouse". He suggested that the County define the use clearer on the application suggesting discussion at the next Liaison Meeting. He then voiced concern about approving the request now, but nothing would happen on the property until years later. Mayor Cockrell questioned whether there was a timeframe after the request was approved for something to be built; and how often the capacity was reviewed. Mr. Sonnett advised that it was not a vested right and Council would have to act to revoke the approval provided the property owner had not taken any significant action on complying with the original approval or Council could place a time limit in the agreement. Mr. Petty advised that the capacity was consistently being updated and staff was prepared when an application comes in.

Councilman Wood suggested Council begin addressing a secondary water source.

Councilman Sealock questioned whether Blue Ridge Shadows would have to abide by the Town's water conservation efforts. Mayor Cockrell noted that the question had been discussed at Liaison twice with no conclusion and suggested placing it on another Liaison Meeting agenda. Councilman Wood suggested the Town Attorney research the question reminding Council that the Town was the water/sewer provider and felt like users of the Town's services could be held accountable. Vice Mayor Veitenthal reiterated that Mr. Sonnett had discussed this with them noting it was outside the Town's jurisdiction therefore it was not enforceable, but the Town could ask the County to ensure compliance with those who receive the Town's services. Mr. Sonnett advised that while Town Code only applied within Town limits, a contractual enforcement was possible if the agreement required the use to comply with Town Code. He advised that turning the water off was a way to enforce a contractual provision. Mayor suggested to entertain at a future work session

Vote: Yes – Councilmembers Wood, Sealock, Rappaport, DeDomenico-Payne

No – Councilmembers Veitenthal and Ingram

Absent – N/A

Abstain – N/A

ROLL CALL

Mayor Cockrell directed staff to place the suggestions made by Council on the next Liaison Meeting.

Retail Strategies Agreement Renewal

Councilman Wood moved seconded by Councilman Rappaport that Council approve the option of renewal with Retail Strategies in the amount of \$55,000.

Councilman Wood stated that the Town had the Front Royal Economic Development Authority (FREDA); however, there was no Economic Development Director. He advised that the Town invested a year with Retail Strategies, who were hired to attract businesses to the community, noting their time and expertise for economic growth. He supported a second year with Retail Strategies and FREDA.



Vice Mayor Veitenthal advised that she digested a lot at the work session, spoke to various local businesses and researched Retail Strategies and read the following written statement:

"I want to begin by saying that I fully support responsible, intentional economic development and the long-term success of Front Royal. My concern this evening is not with the goal of growth itself, but with the method being proposed to achieve it. We are being asked to enter into a \$55,000 contract over three years to hire a consultant to recruit retail chains, restaurants, and hotels. However, many of the examples cited as potential wins — retailers such as Harbor Freight or Wendy's — already exist in our community or in nearby markets. That raises a legitimate question about the value-added return on this investment. I also question the economic and financial benefit if, at the conclusion of a three-year, \$55,000 contract, the tangible outcome is the attraction of only one additional chain restaurant — particularly when that result may not meaningfully shift our tax base or employment landscape. At the same time, we currently have an unfunded Economic Development Authority Director position. That same \$165,000, spread over three years, could fund approximately a year and a half of a full-time, locally based economic development professional — someone embedded in our community, accountable to this council, and equipped to pursue opportunities aligned with Front Royal's unique strengths. Consultants, by nature, are temporary. They are not here day to day. They do not live in our neighborhoods, engage regularly with local business owners, or experience the rhythm and character of our town the way residents and stakeholders do. The charm of Front Royal — one of our greatest assets — cannot be fully captured through a contract; it requires lived knowledge and ongoing presence. We also need to be realistic about our current readiness for this type of recruitment. We do not have pad-ready sites available, which significantly limits our ability to attract large-scale retail or hospitality projects in a meaningful or timely way. Additionally, I want to be thoughtful about the type of growth we actively encourage. Front Royal is not a big-box destination — we are an eco-tourism gateway community. People come here for Shenandoah National Park, Skyline Drive, the Shenandoah River, our historic downtown, and our locally owned restaurants, shops, and services. That local economy is part of our identity. I am also mindful that aggressive recruitment of big-box or national retailers — including franchise gyms — can unintentionally displace highly successful, family-owned businesses already operating here, businesses that meaningfully contribute to our tax base, provide local employment, and help shape the culture and quality of life that make Front Royal special. I believe our focus should be on strengthening and supporting our existing business community, funding local economic development leadership, improving site readiness, and pursuing a strategy that aligns with who we are and what makes this town thrive — rather than outsourcing that responsibility. For these reasons, I do not support moving forward with this consulting contract at this time. I believe our tax dollars would be better invested in local expertise, infrastructure, and a long-term economic development approach that reflects Front Royal's values, character, and sustainability. "In short, I want growth that is intentional, authentic, and rooted in Front Royal — not outsourced."

She continued that various local businesses had continued to thrive without being a big box store. She voiced concern that Retail Strategies had not talked to representatives of two shopping centers in Town whom both currently have vacant spaces.

Councilman Rappaport advised that the intent of Retail Strategies was to review what the Town has and compare it to a larger market. He opined the difference in paying \$55,000 for a second year compared to the salary of an Economic Development Director. Councilman Sealock voiced concern the representative had only visited Front Royal three times.

Councilwoman DeDomenico-Payne advised that the Town Manager has an economic development background and suggested moving forward with year two with more oversight and direction by him and a mix of individuals in the community which would give the Town more leverage in decision making. Councilman Ingram voiced concern that there was no oversight during year one but liked the idea of pulling people from various organizations for year two to generate an unbiased standpoint.

Vice Mayor Veitenthal stated that her commitment was to those who elected her and allotting \$55,000 for year two and possibly year three compared to what an executive director could do was not a good steward of taxpayer money. Councilman Wood advised that Council did not budget for an executive director two years ago but have the option in upcoming budget discussions.

Mayor Cockrell read the last line of the summary... *"it is recommended that moving forward there will be meetings with Town Council and FREDa representation at regularly scheduled meeting with Retail Strategies over the next*



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

year." She agreed that there was a lot of information given to Council at the last work session and suggested placing EDA discussion on the next Liaison Meeting.

Vote: Yes – Councilmembers Wood, Sealock, Rappaport, Ingram, DeDomenico-Payne

No – Councilmember Veitenthal

Absent – N/A

Abstain – N/A

ROLL CALL

Mayor Cockrell on behalf of herself and Council wished everyone a Merry Christmas.

The meeting adjourned at approximately 8:17 pm.

Approved by Town Council

Date: _____

TOWN COUNCIL WENT IMMEDIATELY INTO A WORK SESSION
(minutes were prepared separately)



Roll Call by Clerk of Council

PRESENT: Mayor Lori A. Cockrell
Vice Mayor Amber F. Veitenthal
Councilwoman Melissa DeDomenico-Payne
Councilman Joshua L. Ingram
Councilman H. Bruce Rappaport
Councilman R. Wayne Sealock
Councilman Glenn E. Wood

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

NEW BUSINESS

Purchase of ArcGIS Enterprise Software Licensing – Purchasing Manager Michelle Campbell advised that the purchase would be from Environmental Systems Research Institute, Inc. (Esri) for software to support the newly created GIS position in their duties. Town Manager Joe Petty explained the benefits of the software that the Town has needed for a while. Council agreed to add the January 26th Consent Agenda.

Request to Vacate a Portion of the Unimproved Street between East 4th Street and Lot 16

Request to Vacate a Portion of the Unimproved Street Between East 5th Street and Happy Creek

Request to Vacate a Portion of the Unimproved Street Between East 5th Street and Lot 17A –

Mr. Petty advised that all the requests (see above) were separate applications but located next to each other, noting that two requests were from the same applicant. He explained that the unnamed street that runs along the railroad tracks was originally platted by the Front Royal and Riverton Improvement Company in the late 1800s and had been used for many years by abutting property owners. He confirmed that staff had reviewed the requests, a standard 20-foot utility easement would be requested, 4th and 5th streets were not being vacated, and he had reached out to the railroad but was waiting for a reply. He confirmed that a title exam would be required of the applicant if staff could not determine if the area was dedicated to the Town sometime in the past. Mr. Petty advised that the next step would be to advertise for a public hearing. Discussion ensued about advertising and properly notifying the abutting property owners of the public hearing. Mr. Petty confirmed that a Hold Harmless Agreement may be needed for encroaching structures over utilities or the structures would need to be removed at the owner's expense. He advised there was no way logically to connect to this street from the north or the south. Council agreed to advertise public hearings on January 26 for all three.

Request to Vacate a Portion of the Unimproved Randolph Avenue between Washington Avenue and Lot 5 – Mr. Petty advised that this area abuts the railroad tracks and one other property owner who was the applicant. He explained that the Town created a cul-de-sac at the end of the road for garbage trucks to turn around safely and the Town was requesting to expand the current easements to the standard 20-foot easement to protect the Town's infrastructure. He noted that the proposed East/West Connector Road was close but determined there would be no conflicts if established. He confirmed that no property would be landlocked. Council agreed to advertise for a public hearing on January 26 for all three.



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

Request to Vacate a Portion of the Unimproved Alley Between W. 13th & 14th Streets – Mr. Petty advised that half of the alley was improved and utilized by commercial businesses creating a very active area. He reviewed the staff comments and voiced concern about addressing the intersection at 14th Street and what may be occupying the two vacant commercial sites that abut the alley in the future. After a brief discussion Council agreed that more information was needed. Mayor Cockrell advised that she would determine which future work session it would be added to for continued discussion.

Adjourned at approximately 9:00pm.

Approved by Town Council

Date: -----

DRAFT



Roll Call by Clerk of Council

PRESENT: Mayor Lori A. Cockrell
Vice Mayor Amber F. Veitenthal
Councilwoman Melissa DeDomenico-Payne
Councilman Joshua L. Ingram
Councilman H. Bruce Rappaport
Councilman R. Wayne Sealock
Councilman Glenn E. Wood

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

CLOSED MEETING

Councilman Rappaport moved seconded by Vice Mayor Veitenthal that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purpose: 1) pursuant to Section 2.2-3711(A)(7) of the Code of Virginia, for consultation with legal counsel and briefings by staff members or consultants pertaining to actual litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, more specifically, Downes, Trustee v. Town of Front Royal, and, 2) pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, more specifically, the insolvency and disposition of assets of the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia.

Vote: Yes – Councilmembers Wood, Veitenthal, Sealock, Rappaport, Ingram, DeDomenico-Payne

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

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

Vote: Yes – Councilmembers Wood, Veitenthal, Sealock, Rappaport, Ingram, DeDomenico-Payne

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

ACTION ITEMS

Set Order of Business for 2026 Regular Council Meetings

Councilman Rappaport moved seconded by Vice Mayor Veitenthal that Council approve the order of business for regular Council meetings for 2026 as presented.



Vice Mayor Veitenthal requested that Council consider reinstating two readings for public hearings on an upcoming work session.

Vote: Yes – Councilmembers Wood, Veitenthal, Sealock, Rappaport, Ingram, DeDomenico-Payne

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

Appointments of Council Members to Various Committees

Vice Mayor Veitenthal moved seconded by Councilman Wood by that Council approve the following appointments, said terms to expire December 31, 2026. **2026 Audit and Finance Committee** Councilmen Sealock and Ingram; **2026 Town Scholarship Committee** Councilwoman DeDomenico-Payne and Councilman Rappaport; and **2026 Joint Town/County Transportation/Infrastructure Committee** Vice Mayor Veitenthal and Councilman Wood.

Vote: Yes – Councilmembers Wood, Veitenthal, Sealock, Rappaport, Ingram, DeDomenico-Payne

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

Annual Approval of the Remote Participation by Electronic Means Policy

Councilman Wood moved seconded by Councilman Sealock that Council readopt the Town's Remote Participation by Electronic Means Policy for the calendar year 2026 as presented.

Council voiced concern about giving more information pertaining to medical conditions than what was required, especially about another person in need of care.

Vote: Yes – Councilmembers Wood, Veitenthal, Sealock, Rappaport, Ingram, DeDomenico-Payne

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

NEW BUSINESS

FY27 Budgetary Items for Review – Finance Director BJ Wilson highlighted various items to include: medical insurance increase; part-time positions in the offices of the attorney, police and fleet maintenance; and additional officers under the **Staffing/Salary Changes (Operating Expenses)**; Central Square Software, Univerus Software, condemnation expense, July 4th fireworks, seed money for FREDAs, Retail Strategies, and tree canopy under **Services (Operating Expenses)**; storage cabinets for site plans under **Machinery & Equipment (Capital Projects)**; additional police vehicles and replacement of garbage truck under **Vehicles (Capital Projects)**; Town Hall air conditioner replacement under **Buildings & Structures (Capital Projects)**; Company 1 Fire Department meter vault, additional funds for Criser Road Sidewalk and additional funds for Shenandoah Avenue streetlights under **Infrastructure (Capital Projects)**; and, Centrifuge, Riverton Pump Station and United Bank 30 Year Amortization under **Debt Service (Capital Projects)**.

Council questioned the justification of the part-time positions in the offices of the attorney, police and fleet maintenance and whether the attorney and police positions were being funded by the monies derived from the speed cameras. Mr. Wilson explained that the speed camera funds were allocated to the General Fund with no specific purpose. Town Attorney George Sonnett explained the request for a part-time position in his office was to



create backup for the current legal assistant when she was out of the office and to assist with DUI enforcement within Town limits explaining citations were written under the state code statute therefore the Town was not keeping the revenue. Chief Brian Whited explained that his part-time position would assist with getting an officer back on the street because now an officer was being taken off the road to vet speed camera citations. There was much discussion regarding the funds derived from the speed cameras noting that the public wanted to know where the money was going. It was suggested to add a note to the budget as to what the money was going towards. Chief Whited also explained the request for additional officers explaining that a comparison with other localities was not feasible since it was determined by call volume for the locality. He continued explaining that increasing staff makes for a more predictable budget. The position for the fleet maintenance part-time position was to have the department manager back in the shop, as of now he is doing all the paperwork.

There was much discussion on the condemnation expense, with suggestions back and forth to leave it in the budget or use it where it could be a bigger impact on the community. Discussion ensued about purchasing fireworks since it was noted that there were other big fireworks events planned in 2026. Chief Whited explained that the request for two police vehicles would come with the additional police officers. Town Manager Joe Petty explained that there no longer seems to be a need for the Shenandoah Avenue Streetlights since it would be replacing lights for lights. He advised that he would be discussing the Town's options with VDOT since this was a revenue sharing project. Mr. Wilson explained the purchase of the meter vault for the Fire Department was to justify the water loss because even though they received free water the Town needed to know how much they were using.

FY26 Budget Amendment for Grant Award Operation Ceasefire Forensic and Analytical Technology – Mr. Wilson advised that the Police Department was approved for a grant in the amount of \$110,143.00 to purchase technology equipment for rapid accurate, 3D documentation of crime scenes and crash sites allowing the ability to create a “digital twin” for forensic analysis, evidence preservation and court preservation. Council agreed to add to the 26th consent agenda.

UNFINISHED BUSINESS

Request for a Two (2) Year Extension of the Automated Systems Speed Enforcement Systems Agreement with Blue Line Solutions LLC – Mr. Petty gave an overview of the previous meetings Council had on this subject highlighting the statistical data before them tonight. Councilwoman DeDomenico-Payne voiced concern over who owned the equipment specifically directing attention to page 5 of the agreement. Staff explained that Blue Line Solutions owned the equipment and what the Town was paying for was continuous maintenance, noting the Town will never own the equipment as Blue Line Solutions was the sole owner. Mayor Cockrell questioned how many citations were appealed and how many were unpaid. Mr. Sonnet advised it was an average of five a month and his office did not keep track of unpaid citations. Council agreed to add to the 26th consent agenda.

Retail Strategies Agreement Review – Mr. Petty advised that Council approved the renewal of the contract on December 8, 2025 but it was suggested at that time to have meetings with Retail Strategies to include representation from Council and FREDa. He suggested that the meetings be held one hour before the monthly FREDa meetings, with the first one occurring on February 2nd at 11:00am. He noted that the meeting would always be virtual so participation would be convenient for everyone. He advised that Aiden Miller from FREDa has agreed to represent FREDa. Vice Mayor Veitenthal advised she could attend the first meeting.

Repayment of Economic Development Access Grant – Mr. Petty explained that the Town owed VDOT the remaining \$106,558.26 of the Economic Development Access Grant. Council agreed to add to the January 12th work session as an action item.



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

Request to Vacate a Portion of the Unimproved Alley Between W. 13th & 14th Streets – Mr. Petty advised that the applicant West Brown was requesting to vacate an 1,800 square foot portion of the unimproved alley between W. 13th and W 14th Streets, noting that this section of the alley had been utilized since 2002. He suggested advertising for a public hearing to give the public a chance to speak, and he would provide a written report to be placed in the packet. He voiced concern about commercial activity in the area, not only the existing businesses but two that are currently vacant and not knowing what the use may be in the future. He also voiced safety concerns exiting onto W. 14th Street advising that that staff would be reviewing this request more thoroughly. Council agreed to schedule a public hearing in February to hear from the public on this request.

LIAISON COMMITTEE MEETING ITEMS FOR JANUARY 15th – Mayor Cockrell reviewed the items from the October meeting. After some discussion the following items were agreed to be placed on the agenda: Joint Tourism, Tipping Fees Update, Shenandoah Battlefield Foundation Update; Update on Well Ordinance; Discussion on Economic Development; Fiscal Impact Model. Councilman Rappaport agreed to attend the meeting with the Mayor.

Adjourned at approximately 9:30pm.

Approved by Town Council

Date: -----

DRAFT



Roll Call by Clerk of Council

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

ABSENT: Councilman Glenn E. Wood

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

Presentation from CHA On Flow Metering – Stevie Steele from CHA gave a presentation “I & I Abatement/Consent Order Management Update”. He showed a diagram of a home that showed inflow and infiltration sources underground. He reviewed the definitions and acronyms commonly used for Council to get a better understanding of the system. Mr. Steele gave a brief I & I History from 2009 to the present that included colored mapping of various projects and explained the drainage basins. The list of activities with costs from 2009 – 2020 showed there was work being done every year in the Town. It was noted that the work was performed by Town staff and a cost based upon staff and equipment use had not been calculated. Mr. Steele continued the I & I Project History from 2020 to present, showing the more recent projects and touched on projects planned for 2026. Mr. Steele gave an overview of the I & I Impact to the Town’s Wastewater Treatment Plant showing graphs for groundwater and stormwater noting that he used this data for flow metering throughout the Town. He continued explaining the 95% rule and the VPDES Permit. He continued with the I & I Impact at the Wastewater Treatment Plant in 2024 and while improvements have been made to the system the Town needed to continue moving forward. Mr. Steele then explained the EQ Basin/Lagoon specifically noting that DEQ’s Plan of Action required continued work to reduce I & I in the collection system. He concluded with the next step for reduction which involved monitoring the system every spring, noting that the flow monitoring selected the Happy Creek 100-year flood plain manholes to be inspected for defects which will involve smoke testing within this area and use of CCTV data collection and develop CIP project for implementation.

There was brief discussion on how roof gutters and sump pumps were creating issues. Mr. Steele explained the relining of pipes and drainage basins and the importance of flow metering since it helped him produce his capacity report. There was a brief discussion on slip lining and bursting . Council voiced concern about how to advise the public properly when the smoke testing was in their neighborhood. They felt like communication should be more than emails and texts. Mr. Steele suggested placing door hangers in the area where the smoke testing would occur advising that the testing could occur between now and July.

ACTION ITEMS

Repayment of Economic Development Access Grant

Councilman Rappaport moved seconded by Councilman Sealock that Council approve repayment to the Commonwealth of Virginia Department of Transportation for the Economic Access Grant in the amount of \$106,558.26.

Vice Mayor Veitenthal stated that those parts of the current Town Council were not part of this situation that occurred with the former EDA nor was the Town Staff at fault and expressed hope the community could move



forward from this. Mayor Cockrell concurred and further stated that no one on the current Warren County EDA was a part of the situation either

Vote: Yes – Councilmembers Veitenthal, Sealock, Rappaport, Ingram, DeDomenico-Payne

No – N/A

Absent – Councilman Wood

Abstain – N/A

ROLL CALL

Resolution for the 2026 Schedule of Regular Meetings of Town Council

Vice Mayor Veitenthal moved seconded by Councilman Sealock that Council approve a Resolution for the 2026 Schedule of Regular Meetings of Town Council as presented.

Town Attorney Sonnett explained that even though it was stated in Town Code state law says it is to affirmatively be done every year.

Vote: Yes – Councilmembers Veitenthal, Sealock, Rappaport, Ingram, DeDomenico-Payne

No – N/A

Absent – Councilman Wood

Abstain – N/A

ROLL CALL

NEW BUSINESS

Town of Front Royal Small Unmanned Aircraft Systems (sUAS) Operations Policy – Risk and Safety Coordinator Jose Riveria presented the sUAS (Small Unmanned Aircraft System) Policy for the Town of Front Royal. He explained that the policy establishes a formal framework for the management, deployment and oversight of Town-owned unmanned aircraft. Creating a centralized Town-wide sUAS Program administered by the Risk Management Department and governs both law enforcement and municipal use in compliance with applicable federal, state and local laws. Mr. Riveria began with acknowledging the various localities and agencies throughout Virginia that have already deployed their policies and assisted him with writing the Town's Policy. He clarified that a sUAS was a drone noting that a drone was just a component. He advised that the policy was designed to set clear objectives, clear authority and clear accountability. It is not; however, designed to dismiss public concerns or displace employees – no one's job is "going away". He gave examples as to why the Town should adopt an sUAS program specifically advising of calls received from law enforcement where a sUAS request was asked for. He gave various examples of other areas the sUAS could be used for such as flood damage, electric line damage, capturing pictures/videos of special events such as parades and GIS mapping capability. Mr. Riveria listed how the program operated (Federal Aviation Administration; Federal/State/Local Laws and Town of Front Royal sUAS Policy). He specifically stated that nothing was going in the air if the rules were not clear. He then went over how the sUAS program operated with eight (8) approved mission types (search/rescue; tactical/scene support; flood/storm response; utility infrastructure inspection; power line assessment; outage/obstruction sweep; development/mapping operations and tourism/special events), noting that every deployment would fall under one of the 8 mission types. Mr. Riveria continued with the operation showing the centralized sUAS administrator and program structure specifically noting that the Chief of Police would handle the police side. He continued with how to stay in compliance with federal, state and Town laws highlighting Section 19.2-60.1 (B) of the Code of Virginia. He also noted 10 emergency exemptions listed in the state code. At this time Mr. Riveria explained the S.O.A.R. (sUAS Operational Awareness & Review) initiative noting this was the Town's commitment to transparency. He concluded with "where do we go from here" explaining the six (6) different phases until being fully operational.



Council questioned the timeline for being fully operational. Mr. Riveria advised it could be several months noting that the pilot could be qualified by the end of February and approximately three to four months to get the equipment confirming the Town did not have equipment. He broke down the costs associated with the program and estimated approximately \$9,000 per aircraft that included the training of the pilot. He advised that he was looking into refurbished aircraft from those entities that were purchasing new ones. It was suggested to take advantage of the community college for classes as it could be cheaper. Council voiced concern on the liability of localities assisting each other with drone usage. Chief Whited advised of the MOU (Memorandum of Agreement) between the localities throughout the area and who were more than willing to assist. Mr. Riveria advised that VRSA would cover the use of the drones similar to how vehicles are covered. Mr. Sonnett advised that the MOU should address insurance issues. It was confirmed that only the policy would go to the agenda for approval. It was confirmed that each drone has its own markings. Council agreed to add to the consent agenda for the 26th.

Rights of Requesters and Responsibilities of Town of Front Royal FOIA Policy Revisions – Clerk of Council gave a brief overview of the revisions. Council agreed to place on consent agenda for the 26th.

Request to Reinstate Two Readings for Public Hearings – Lori gave a history of why this item was on the agenda and how it changed from two readings to one reading in 2021. Vice Mayor Veitenthal voiced concern that Council basically had to render action on something that may have just been heard for the first time at a public hearing calling it a disservice to the community. Council discussed various scenarios regarding the pros and cons of having two readings. It was also noted that there were times when speakers would hand information to the clerk at the public hearing and council would not receive those until after the public hearing reiterating that there was no time to digest what was written. Mr. Sonnet gave several options for Council other than acting at the public hearing. Mr. Sonnet suggested land issues could be two readings and the other one reading. Mayor Cockrell asked that this item be brought back to the work session on February 2nd for more discussion.

Ordinance Amendments to Chapter 72 Special Events Held on Town Streets and Public Property – Town Manager Joe Petty advised that the current policy was adopted in 2021 and stated that there had been a lot of events since then. He explained that he had taken the policy and “morphed” it into a Town Code Section with revisions. He hoped to present Council with a draft tonight, hear feedback and bring back to the February 2nd work session for further discussion. He advised that he had shared it with the Chamber of Commerce Board to get their feedback. He reviewed the highlights to include a committee, extended applications schedule, public safety plan, fee schedule, reoccurring events, neighborhood block parties, event notification requirements and after-action reporting to name a few. He noted that large events may have a larger impact on the community therefore police officers have double duty using October's tourist season as an example. He hoped to achieve accountability on the event organizers and focus on events throughout the Town not just downtown. A sliding scale for fees was mentioned and taken under advisement. Discussion ensued about perimeters when closing Main Street and the John Marlow Plaza for first time events versus long-time-standing events. Council suggested sending the policy to those event organizers that have had long-standing events so that they are made aware of what is coming and be able to voice their concerns. It was noted that Main Street had changed a lot since 2021 with a lot of diverse businesses and closing Main Street could affect those businesses. Mr. Petty mentioned that he has been holding event organizers true to the 30-day limit to ensure safety of the events and enough time to plan and prepare. Everyone agreed that notification was the key. Council questioned who the committee would be comprised of. Mr. Petty advised it would be the Town Manager, Public Works representative, Police Department representative, Energy Services representative, Community Development representative, Health Department representative, Fire & Rescue representative and Virginia Department of Alcohol Beverage Control Representative. He also advised that the application would be more user friendly and a calendar of events would be posted to the Town's website. He stressed that he wanted the events to be successful. Council suggested diving deeper into looking at budgeting



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

for the events. Council voiced concern about prohibited activities including but not limited to verbal threats. Mr. Petty advised that the challenge would be the law and prohibited acts, noting that the Police Department would be made aware of those acts. Council suggested bringing this item back to the February 2nd work session.

CLOSED MEETING

Vice Mayor Veitenthal moved seconded by Councilman Ingram that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purpose: 1) pursuant to §2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body, more specifically, a) the Clerk of Council and b) Directors of the Front Royal Economic Development Authority (FREDA); and, 2) pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, more specifically, a) the insolvency and disposition of assets of the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia, and b) the Amendment to Voluntary Settlement Agreement Between the County of Warren, Virginia and the Town of Front Royal, Virginia, Regarding the Compromise for PILOT Meals and Lodging Taxes, entered into April 11, 2018.

Vote: Yes – Councilmembers Veitenthal, Sealock, Rappaport, Ingram, DeDomenico-Payne

No – N/A

Absent – Councilman Wood

Abstain – N/A

ROLL CALL

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

Vote: Yes – Councilmembers Veitenthal, Sealock, Rappaport, Ingram, DeDomenico-Payne

No – N/A

Absent – Councilman Wood

Abstain – N/A

ROLL CALL

Adjourned at approximately 10:51pm.

Approved by Town Council

Date: -----



REGULAR COUNCIL MEETING AGENDA STATEMENT

Meeting Date: January 26, 2026

Item# 07A

Agenda Item: PUBLIC HEARING – Special Use Permit Request Submitted by Fussell Florist for an Artistic Mural at 202 E. 2nd Street

Summary: Council is requested to consider approval of a Special Use Permit application submitted by Fussell Florist [property owner CJMWO] for an artistic mural, exceeding sixty (60) square feet in size, on the east side of the building located at 202 E. 2nd Street, identified by Tax Map 20A8-1-4-33. The property is zoned C-2, Downtown Business District. The proposed mural would replace an existing one in the same location. The Special Use Permit is required because the symbology contained within an artistic mural constitutes a sign and its proposed size exceeds sixty (60) square feet. The Planning Commission recommended approval of the Special Use Permit to the Town Council at their November 19, 2025 meeting. Letters were sent to the adjacent property owners informing them of tonight's public hearing.

Budget/Funding: None

Meetings: Work Session held December 1, 2025

Proposed Motion: I move that Council approve a Special Use Permit submitted by Fussell Florist [property owner CJMWO Family] for an artistic mural, exceeding sixty (60) square feet in size, on the east side of the building located at 202 E. 2nd Street, identified by Tax Map 20A8-1-4-33, as presented.

Moved _____ *Seconded* _____

Wood _____ *Veitenthal* _____ *Sealock* _____ *Rappaport* _____ *Ingram* _____ *DeDomenico-Payne* _____

PLANNING COMMISSION REGULAR MEETING
AGENDA STATEMENT

Meeting Date: November 19, 2025

Public Hearing Item 1: 2500481 – A Special Use Permit Application submitted by Fussell Florist for an artistic mural, exceeding sixty (60) square feet in size, on the East side of the building located at 202 E. 2nd Street, identified by Tax Map 20A8-1-4-33. The property is zoned C-2, Downtown Business District.

Recommendation of Approval ✓

Recommendation of Denial _____

Postponed _____

Commissioner Marrazzo moved, seconded by Commissioner Brooks that the Planning Commission forward a recommendation of approval to the Front Royal Town Council for Special Use Permit Application #2500481 for an artistic mural, exceeding sixty (60) square feet on the east side of the building located at 202 E. 2nd Street, identified by Tax Map 20A8-1-4-33.



Moved MARRAZZO Seconded BROOKS

Marshner y Marrazzo y Neel y Brooks y Fedoryka y

CERTIFIED by the Planning Commission

Connie Marshner

Chairman Marshner

Town of Front Royal, Virginia

Planning Commission Regular Meeting Agenda

☐ Consent Action ☐ Administrative Action ☒ Public Hearing ☐ Discussion

Agenda Item: Special Use Permit Application #2500481

MEETING DATE: November 19, 2025

SUMMARY: The application for review is a request for an artistic mural, exceeding sixty (60) square feet in size, on the east side of the building located at 202 E. 2nd Street, identified by Tax Map 20A8-1-4-33. The property is zoned C-2, Downtown Business District.

STAFF RECOMMENDATION:

The special use permit is required because the symbology contained within an artistic mural constitutes a sign and its proposed size exceeds 60SF. Due to the subjective nature of an artistic mural and since these murals can be removed and altered with minimal effort, staff supports the application as a whole.

DRAFT MOTION: "I move that the Planning Commission forward a recommendation of approval to the Front Royal Town Council for Special Use Permit Application #2500481 for an artistic mural, exceeding sixty (60) square feet on the east side of the building located at 202 E. 2nd Street, identified by Tax Map 20A8-1-4-33."

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

PLANNING COMMISSION ACTION:

Moved _____ Seconded _____

Marshner _____ Marrazzo _____ Neel _____ Brooks _____ Fedoryka _____

☐ Approved ☐ Approved w/ Conditions ☐ Denied ☐ Other



TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING

PLANNING COMMISSION REGULAR MEETING
NOVEMBER 19, 2025

APPLICATION #:

Special Use Permit #2500481

APPLICANT:

Fussell Florist

SUMMARY OF REQUEST:

The application for review is a request for an artistic mural, exceeding sixty (60) square feet in size, on the east side of the building located at 202 E. 2nd Street, identified by Tax Map 20A8-1-4-33. The property is zoned C-2, Downtown Business District.

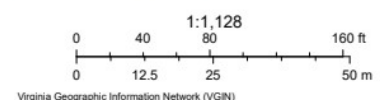
GENERAL INFORMATION:

Site Addresses	202 E. 2 nd Street
Property Owner(s)	CJMWO Family
Existing Zoning	C-2, Downtown Business District
Tax Identification	20A8-1-4-33
Location	The property is located at the corner of North Commerce Avenue and East 2 nd Street.

AERIAL VICINITY MAP – (Warren County GIS)



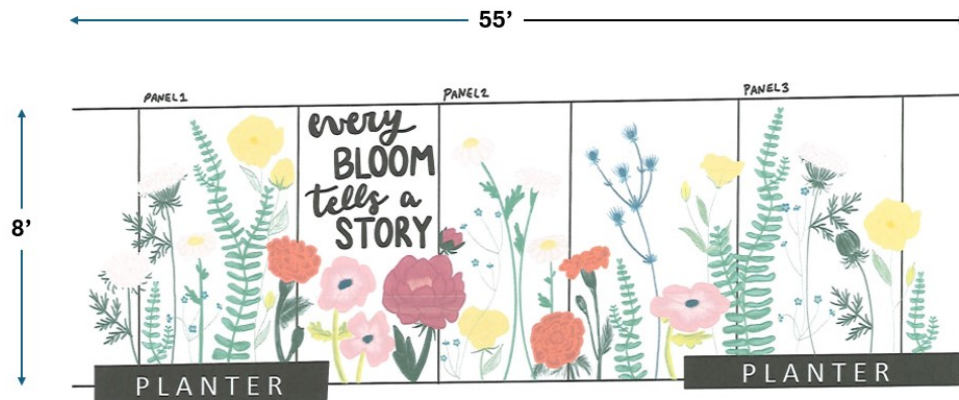
November 12, 2025



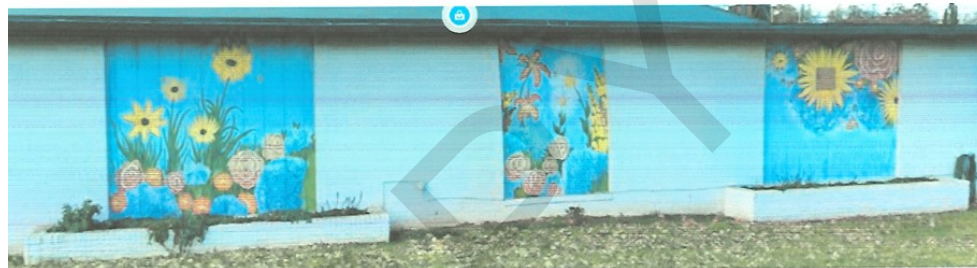
INFORMATION ON THE APPLICATION:

Application Documents

Proposed Mural – 202 E. 2nd Street



Existing Mural – 202 E. 2nd Street



Zoning Ordinance

As per Town Code 175-106-A.4 **(Definitions) Sign**, Any device employing letters, words, symbols, etc., used or intended to attract the attention of the public from streets, sidewalks, or other outside public right-of-ways. For the purpose of this Article, the term "sign" shall include all structural members.

As per Town Code 175-106-A.4 **(Definitions) Wall Sign**, A sign attached to a wall, or painted on or against a flat vertical surface of a structure, which displays only one (1) advertising surface.

As per Town Code 175-106-B-2.b.3a **Wall or Marquee Sign**, One (1) square foot per linear foot of building width on which the sign is to be attached, up to a maximum of sixty (60) square feet...Artistic murals containing business or product advertising may be approved for a size exceeding sixty (60) square feet by a special permit, pursuant to Section 175-136, when located outside the Historic Overlay District...

Findings and Analysis & Staff Recommendation

Staff recommends approval with no conditions.

Attachments: A. Application
B. Rendering

TOWN OF FRONT ROYAL
 DEPARTMENT OF PLANNING AND ZONING
 102 EAST MAIN STREET, PO BOX 1560
 FRONT ROYAL, VA 22630

Main 540-635-4236
 Fax 540-631-2727
 www.frontroyalva.com

SPECIAL USE PERMIT REQUEST

APPLICANT:

Name: Fussell Florist PHONE: 540 635 1334
 Address: 202 E 2nd Street
 Email: owners@fussellflorist.com owners@fussellflorist.com

PROPERTY OWNER:

Name: CJMWO Family PHONE: [REDACTED]
 Address: [REDACTED]
 Email: [REDACTED]

PROPERTY DESCRIPTION:

Property Address: 202 E 2nd Street
 Tax Map 20A8 Section 1 Block 4 Lot 33
 Subdivision Name: Hillidge Acreage: Zoning District: C-2

REQUEST:

Proposed Use of Property: Updated Mural on side of building
 Specific Special Use Permit Request: Special use required for exceeding standard
~~total~~ total square footage for a mural.
signage ABOVE THE MAXIMUM OF 60 sq. ft.

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. (3 Originals and a Digital Copy)
2. Preliminary Site Development Plan required for new development or a Conceptual Drawing for existing structures.
3. Application Fee of \$1000.00 Form of Payment: Check #1656 Date Paid: 9-29-25
4. Additional information as required by the Department of Planning and 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.

Applicant Signature: [Signature] Date: 9/29/25

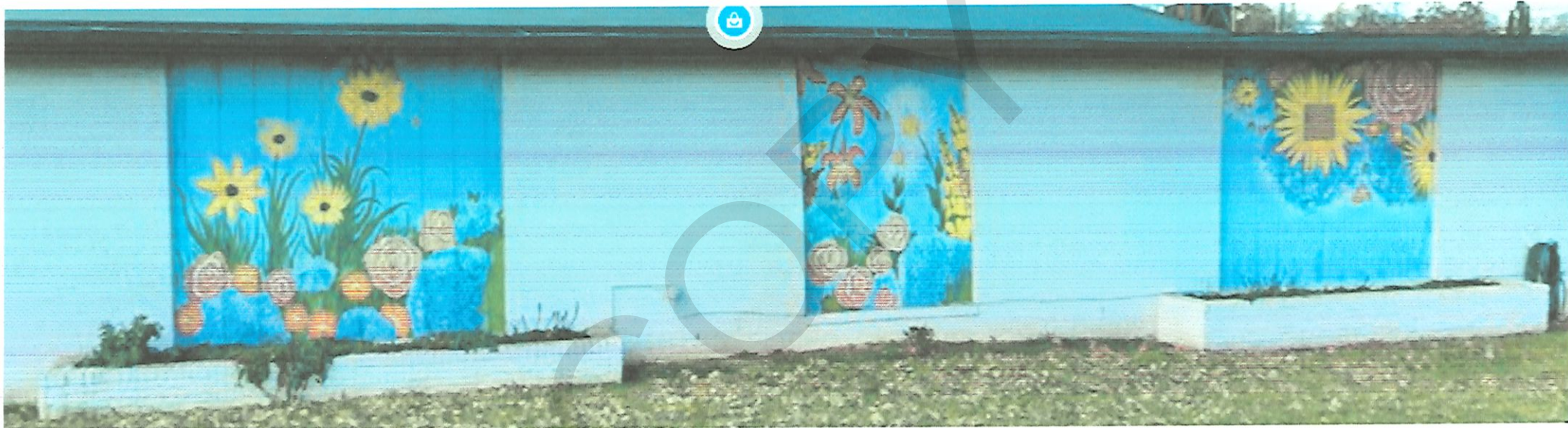
Property Owner Signature: [Signature] Date: 9/25/25

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.

Revised 6-5-2025



EXISTING MURAL



PANEL 1

PANEL 2

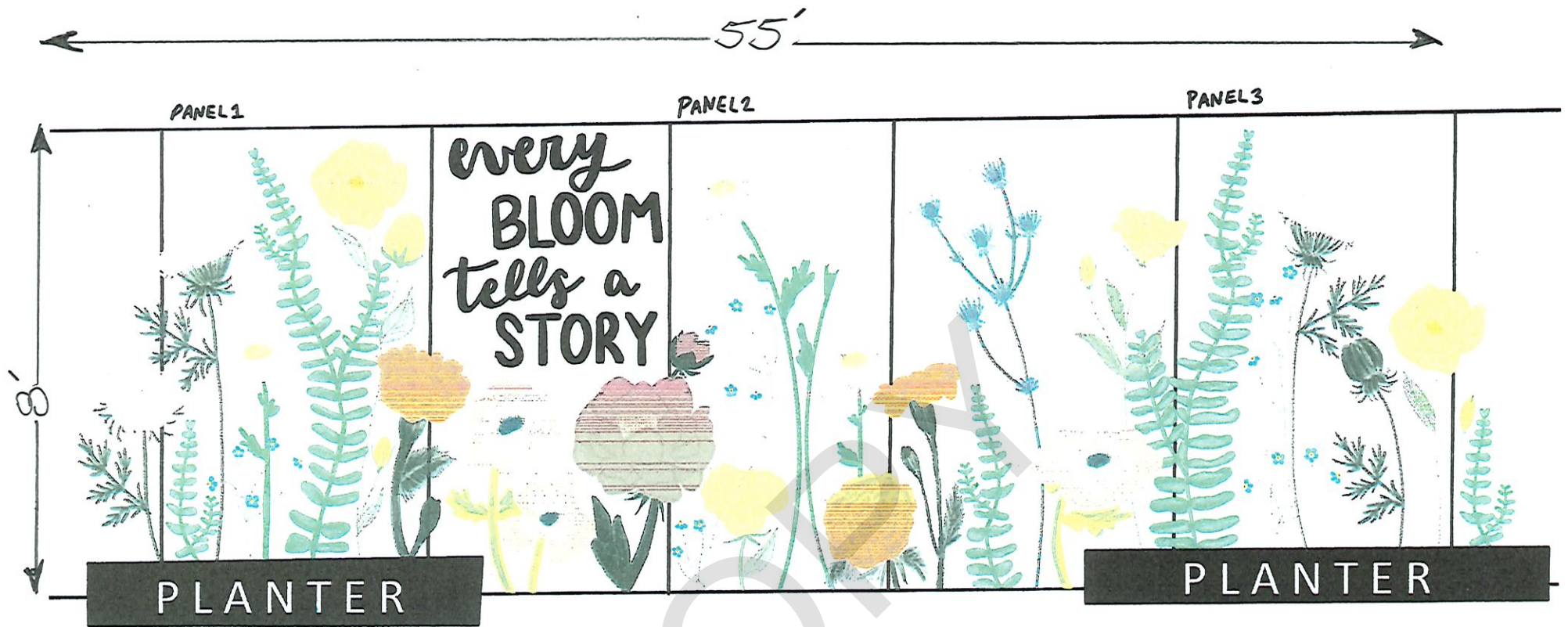
PANEL 3

every
BLOOM
tells a
STORY

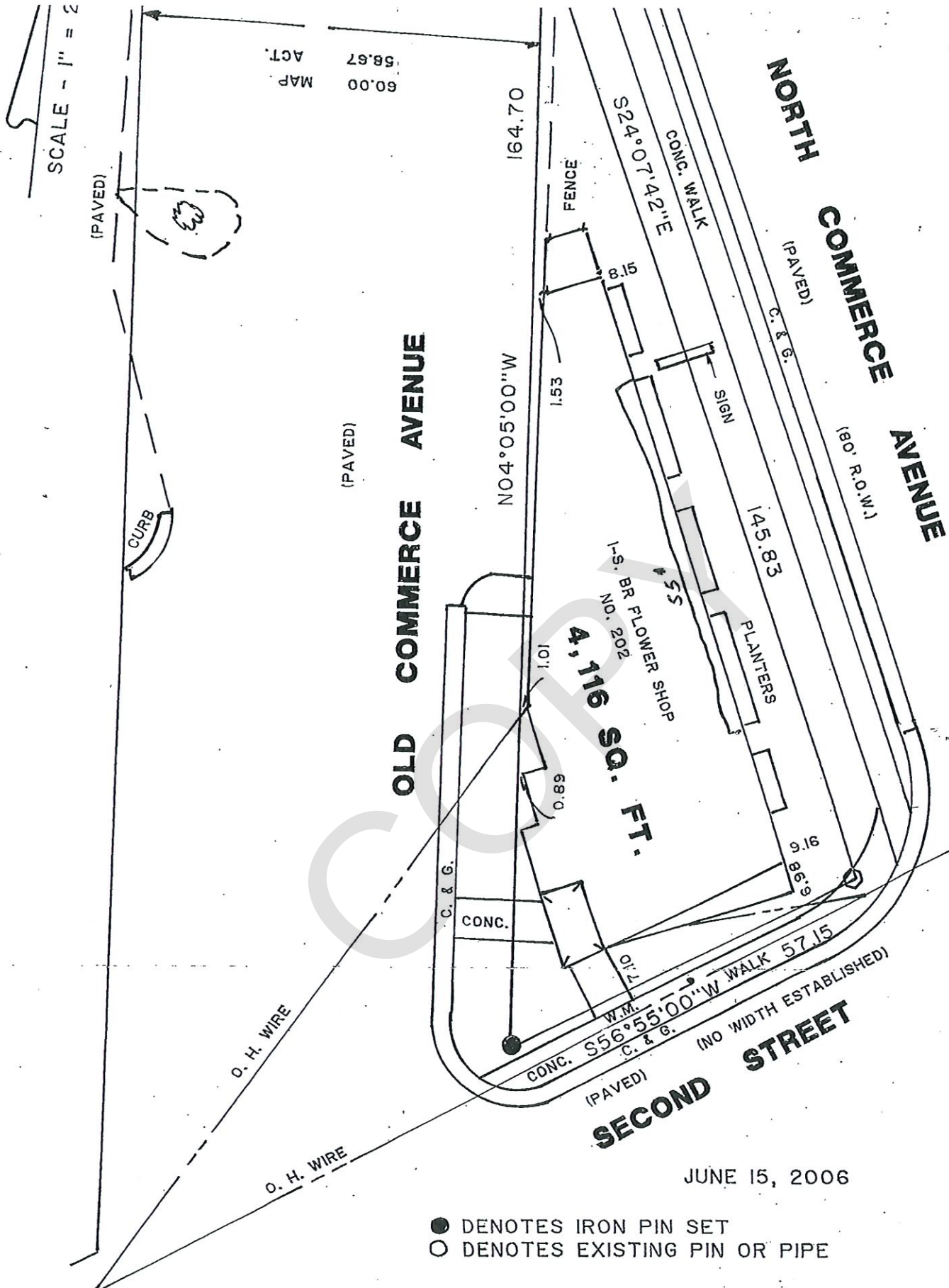
PLANTER

PLANTER

COPY



PROPOSED



JUNE 15, 2006

- DENOTES IRON PIN SET
- DENOTES EXISTING PIN OR PIPE

SURVEY OF THE SHOWERS FAMILY, LLC PROPERTY
RECORDED IN INSTRUMENT NO. 060004760.

SHENANDOAH MAGISTERIAL DISTRICT
WARREN COUNTY
TOWN OF EBONY ROYAL VIRGINIA



SIGN PERMIT APPLICATION

TOWN OF FRONT ROYAL ~102 East Main Street, Front Royal, Va. 22630 ~ 540-635-4236 ~ planning@frontroyalva.com

APPLICANT

SIGN OWNER/LOCATION

APPLICANT'S NAME: <u>Fussell Florist</u>	SIGN OWNER'S NAME: <u>James O'Donnell</u>
ADDRESS: <u>202 E 2nd Street</u>	SIGN LOCATION(ADDRESS): <u>202 E 2nd Street</u>
PHONE NUMBER: <u>540 635 1334</u>	PHONE NUMBER: <u>540 635 1334</u>
EMAIL: <u>owners@fussellflorist.com</u>	EMAIL: <u>owners@fussellflorist.com</u>

SECTION A - Property Information (To be completed by applicant)

(check one) ☒ Single Business or ☐ Multiple Businesses on Single Zoning Lot

Lot Area: _____ Lot Frontage: _____ Corner Lot: Y ☒ N _____
Building Width: _____ Building Height: _____ Shared Common Building Entrance: Y _____ N ☒
Total No. Proposed Signs: 1 (For any new signs or existing signs being refaced or replaced)
Total No. Existing Signs to Remain: 6 (For any existing signs to remain and not being refaced or replaced)

For Town Staff Use Only:

Tax Map No. _____

Zoning: _____

*Historic District: Y _____ N _____

**Entrance Corridor: Y _____ N _____

Valid Business License: Y _____ N _____

NOTE: *Historic District Requires BAR Certificate of Appropriateness.

**Entrance Corridor Requires Planning Commission Review.

SECTION B -Information for all new and/or refaced signs. (To be completed by applicant)

Ground Mounted, Monument, Wall, Marquee, Canopy, Awning, Projecting, etc.
This area for all type of signs other than Window or Sandwich Board.
(Use separate block for each type or different size)

TYPE: <u>Mural</u>	TYPE: _____	TYPE: _____	TYPE: _____
Sq. Ft. <u>8' x 55' = 440'sq</u>	Sq. Ft. _____	Sq. Ft. _____	Sq. Ft. _____
Ground Height: <u>10'</u>	Ground Height: _____	Ground Height: _____	Ground Height: _____
Lighted: Y _____ N _____	Lighted: Y _____ N _____	Lighted: Y _____ N _____	Lighted: Y _____ N _____
Quantity: <u>1</u>	Quantity: _____	Quantity: _____	Quantity: _____

Window Signs

Limited in area to 25% of window area or 25 Sq. ft., whichever is less.

Exist. Window _____ Sq. Ft.	Exist. Window _____ Sq. Ft.	Projecting: Y _____ N _____ Quantity: _____ Sandwich Board Sign located in R-O-W: Y _____ N _____ If you answered yes to either of these questions, a Hold Harmless Agreement is required to be submitted.
Proposed Sign: _____ Sq. Ft.	Proposed Sign: _____ Sq. Ft.	
Lighted: Y _____ N _____	Lighted: Y _____ N _____	
Quantity: _____	Quantity: _____	

SIGN PERMIT APPLICATION

TOWN OF FRONT ROYAL, VIRGINIA

THE FOLLOWING INFORMATION IS **REQUIRED** AND SHALL BE PROVIDED BY THE APPLICANT IN EITHER WRITTEN OR GRAPHIC FORM: (ATTACH ADDITIONAL SHEETS AS NECESSARY)

- Position of the sign(s) in relation to property lines, buildings, sidewalks, streets and intersections.
- Type of sign(s) and general description of structural design and construction materials to be used.
- Purpose of the proposed sign(s).
- Drawings of the proposed sign(s) which shall contain specifications indicating the height, perimeter and area dimensions, means of support, method of illumination, colors and any other significant aspect of the proposed sign(s).
- Size and placement of all existing signs to remain on the property.
- Any other information requested by the Director in order to carry out the purpose and intent of the Sign Ordinance of the Town of Front Royal.

SKETCH/ COMMENT AREA

See attached drawing

NOTICE: Incomplete or illegible applications will not be accepted for review.

¹Signature of Applicant: _____

Date: 9/29/25

Name of Lot Owner (PRINTED):

Christopher J. O'Donnell, CSMWO Family, LLC

Signature of Lot Owner: _____

Date: 9/25/25

By the submission of this application, permission is hereby granted to Town Officials and employees to enter upon the subject property during reasonable hours for purposes related to the review of this application.

¹Applicant will be the designated contact person for this permit application.

FOR TOWN STAFF USE ONLY

PERMIT FEES: ☐ PERMANENT SIGN -- \$75.00

☐ ENTRANCE CORRIDOR -- \$250.00

☐ RELOCATION OF APPROVED SIGN -- \$50.00

☐ TEMPORARY SIGN -- \$50.00

****NON-PROFIT – 25% FEE REDUCTION OF REGULAR FEE**

****All items requiring zoning approval that has started prior to obtaining necessary permits – Regular Fee Doubled.**

PERMITTED USE: ☐ By Right

☐ Planning Commission Approval

☐ BAR Certificate of Appropriateness (If located in the Historic District)

Form of Payment: _____

Date Paid: _____



REGULAR COUNCIL MEETING AGENDA STATEMENT

Meeting Date: January 26, 2026

Item# 07B

Agenda Item: PUBLIC HEARING - Receive Public Comment on a Request from Zuckerman Metals, Inc. to Vacate a Portion of an Unimproved Street Located Between East 5th Street and Happy Creek

Summary: Council is requested to receive public comment on a request from Zuckerman Metals Inc, to conditionally vacate by ordinance certain public rights-of-way of a 14,188 square foot portion of the unimproved street located between East 5th Street and Happy Creek [north end of East 5th Street known as Area "A"]. The street was originally platted by the Front Royal and Riverton Improvement Company; therefore, staff is also recommending a title examine be completed by the applicant. Certified letters were sent to the adjacent property owners.

Budget/Funding: None

Meetings: Work Session held December 8, 2025

Proposed Motion(s):

- 1) I move that Council appoint a committee of viewers to view the street vacation application from Zuckerman Metals, Inc. to discontinue, close and vacate a 14,188 square foot portion of the unimproved street located between East 5th Street and Happy Creek [north end of East 5th Street known as Area "A"] and report any inconveniences to the public that would result from the discontinuance of said rights-of-way and require the applicant to provide a title examination to the Town Manager.
- 2) I move that Council adopt an ordinance as presented approving the conditional vacation and sale request from the applicant.
- 3) I move that council deny the vacation application from Zuckerman Metals, Inc. to discontinue, close and vacate a 14,188 square foot portion of the unimproved street located between East 5th Street and Happy Creek [north end of East 5th Street known as Area "A"]

Moved _____ Seconded _____

Wood _____ Veitenthal _____ Sealock _____ Rappaport _____ Ingram _____ DeDomenico-Payne _____



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

APPLICANT INFORMATION

(please print)

Name Zuckerman Metals Inc.

Mailing Address 221 E 5th Street, Front Royal, Va. 22630

Phone # 540-635-2105 E-mail _____

VACATION INFORMATION

Description (please select all that apply)

☒ **Street/Portion of Street**

☐ **Alley/Portion of Alley**

☐ **Other** (please specify) _____

Location _____

North and South of the end of E. 5th Street Area "A"

Reason for request See Attached

☒ **Current Plat Attached Showing Property to be Vacated**

Applicant's Signature _____ Date 11/4/25

Completed application shall be returned by mail or delivery to:

Planning and Zoning Office, Town Hall, 102 E. Main Street, P.O. Box 1560, Front Royal, VA 22630

Additional Information: Planning and Zoning (540)635-8007, Monday-Friday, 8:00am – 4:30m

RECEIVED
NOV 04 2025
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

Revised
05/1/2025

REASON FOR REQUEST:

The portion of street and alley requested for vacation is an unimproved right of way that has never been opened, maintained, or used by the Town. For many years, the property owner has used this area as part of his property. He has constructed and maintained improvements on it and has treated it as part of his land without objection or involvement by the Town. The existence of the platted right of way only became apparent during a recent survey performed in preparation for a sale. Vacating this unopened right of way will correct the recorded map to reflect the parcel as it has been used for many years, will not interfere with public access or travel, and will not negatively affect adjoining properties. For these reasons, the owner respectfully requests that the Town vacate the unimproved right of way.



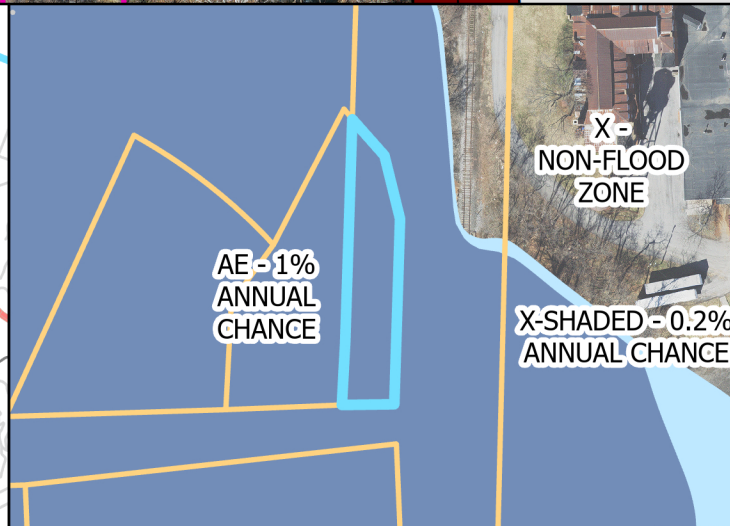
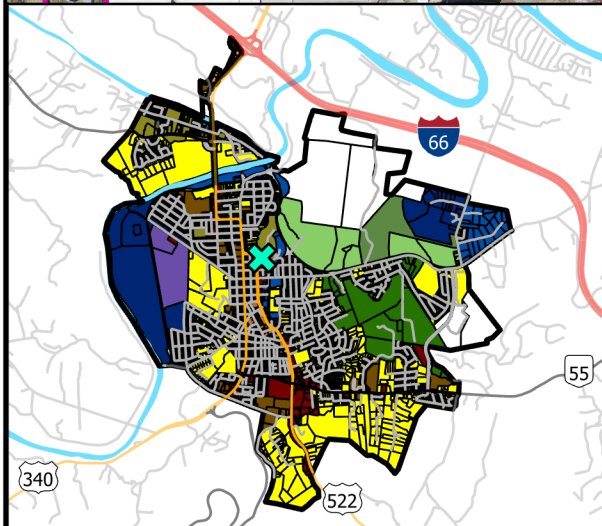
Town of Front Royal

Location Map



Purpose: Alley Vacation
Applicant: Zuckerman Metals Inc.

TM: Not Applicable
N End of E 5th Street
File #2500537



Zoning	
Right-of-Way	MCD Mixed-Use Campus Development District
A-1 Agricultural and Open Space Preservation	PND Planned Neighborhood Development District
C-1 Community Business District	R-1 Residential District
C-2 Downtown Business District	R-1A Residential District
C-3 Highway Corridor Business District	R-2 Residential District
I-1 Limited Industrial District	R-3 Residential District
I-2 Industrial Employment District	R-E Estate Residential District
	R-S Suburban Residential District

TOWN COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA

**ORDINANCE APPROVING THE CLOSURE AND VACATION OF
APPROXIMATELY 14,188 SQUARE FEET OF PUBLIC RIGHTS-OF-
WAY IN A 70' WIDE UNIMPROVED STREET LOCATED BETWEEN 0
5th STREET (TAX MAP 20A4-10 PARCEL 9) AND NORFOLK
SOUTHERN RAILWAY COMPANY**

WHEREAS, pursuant to Virginia Code §§15.2-2006 and 15.2-2008, abutting property owner Zuckerman Metals, Inc., a.k.a. Zuckerman Steel Company, Incorporated (“Applicant”) having applied for the vacation and sale of approximately 14,188 square feet of public rights-of-way in a 70’ wide unimproved street located between 0 5th Street (Tax Map 20A4-10 Parcel 9) and Norfolk Southern Railway Company, all as shown as “Area ‘A’” and described on plat of survey entitled “Survey of Portions of 70’ Wide Unimproved Street Designated as Areas “A” and “B” Fork Magisterial District” prepared by Joseph G. Brogan, Jr., Land Surveyor, dated September 25, 2025, or as otherwise determined from a search of the public records (“Rights-of-Way”), said plat of survey or such other public records being attached hereto and incorporated herein by reference; and,

WHEREAS, following notice to all affected landowners and a duly advertised public hearing held on January 26, 2026, upon the evidence (including any report issued by a duly appointed committee of viewers that no public inconvenience would result from the discontinuance of the rights-of-way), it being the judgment of Town Council that said rights-of-way should be discontinued, closed and vacated subject to certain conditions being satisfied within one hundred twenty (120) days of the adoption of this ordinance approving of the vacation; and,

WHEREAS, Virginia Code §§15.2-1800 authorizes towns to dispose of and sell its real property following a duly advertised public hearing.

NOW THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by the Town Council of the Town of Front Royal, Virginia (“Council”), that the public rights-of-way in the Rights-of-Way are discontinued, closed and vacated subject to the following stated conditions being satisfied within one hundred twenty (120) days of the adoption of this Ordinance, and that if said conditions are not satisfied within that time this Ordinance shall be null and void:

1. Following a second duly advertised public hearing, Council's approval of the sale and conveyance of all of the Rights-of-Way to the Applicant and/or any other abutting property owner by quit claim deed, less and except a variable width drainage easement as shown on the aforementioned plat of survey to be attached as an exhibit to the deed, at a sale price negotiated by the Town Manager with abutting property owner(s), and,

2. Payment of the approved purchase price by abutting owner(s), along with payment of the statutorily prescribed costs and fees of publication (and appointment of viewers, if any), with the Town Manager and Town Attorney to approve and execute all documents to be prepared by Applicant and/or other abutting property owner(s) necessary to effectuate the sale and conveyance of Rights-of-Way by quit claim deed, reserving in the Town of Front Royal a variable width drainage easement, and,

3. The Applicant and/or other abutting property owner shall re-subdivide, vacating internal boundary lines as necessary to consolidate abutting portions of Rights-of-Way into approved lot(s).

The Clerk of Council, upon the satisfaction of all conditions of this Ordinance, shall cause a certified copy of this Ordinance to be delivered to the Clerk of the Circuit Court for filing and recording in the land records, indexed with "Town of Front Royal" as Grantor and with Applicant, and/or other abutting property owner acquiring an interest in Rights-of-Way, indexed as Grantee, necessary to further effectuate this Ordinance.

This ordinance shall be effective upon enactment.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Tina L. Presley, Clerk of Council

This Ordinance was adopted at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2026 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 January 12 and January 16, 2026.

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____



REGULAR COUNCIL MEETING AGENDA STATEMENT

Meeting Date: January 26, 2026

Item# 07C

Agenda Item: PUBLIC HEARING - Receive Public Comment on a Request from Zuckerman Metals, Inc. to Vacate a Portion of an Unimproved Street Located Between East 5th Street and Lot 17A

Summary: Council is requested to receive public comment on a request from Zuckerman Metals Inc, to conditionally vacate by ordinance certain public rights-of-way of a 14,443 square foot portion of the unimproved street located between East 5th Street and Lot 17A [south end of East 5th Street known as Area "B"]. The street was originally platted by the Front Royal and Riverton Improvement Company; therefore, staff is also recommending a title examine be completed by the applicant. Certified letters were sent to the adjacent property owners.

Budget/Funding: None

Meetings: Work Session held December 8, 2025

Proposed Motion(s):

- 1) I move that Council appoint a committee of viewers to view the street vacation application from Zuckerman Metals, Inc. to discontinue, close and vacate a 14,443 square foot portion of the unimproved street located between East 5th Street and Lot 17A [south end of East 5th Street known as Area "B"] and report any inconveniences to the public that would result from the discontinuance of said rights-of-way and require the applicant to provide a title examination to the Town Manager
- 2) I move that Council adopt an ordinance as presented approving the conditional vacation and sale request from the applicant.
- 3) I move that council deny the vacation application from Zuckerman Metals, Inc. to discontinue, close and vacate a 14,443 square foot portion of the unimproved street located between East 5th Street and Lot 17A [south end of East 5th Street known as Area "B"].

Moved _____ Seconded _____

Wood _____ Veitenthal _____ Sealock _____ Rappaport _____ Ingram _____ DeDomenico-Payne _____

TOWN OF FRONT ROYAL
Department of Planning and Zoning
102 East Main Street
PO Box 1560, Front Royal, VA 22630

Main 540.635.4236
Fax: 540.631.2727
planning@frontroyalva.com

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

APPLICANT INFORMATION (please print)

NAME: ZUCKERMAN METALS INC
MAILING ADDRESS: 221 E. 5th St.
CITY: Front Royal STATE: VA ZIP CODE: 22630
PHONE NUMBER: 540-635-2105 EMAIL: _____

VACATION INFORMATION

DESCRIPTION (please select all that apply)

- ☒ STREET/PORTION OF STREET
☐ ALLEY/PORTION OF ALLEY
☐ OTHER (please specify) _____

LOCATION: South of The End of E 5th St. Area "B"

REASON FOR REQUEST: See Attached

☐ CURRENT PLAT ATTACHED SHOWING PROPERTY TO BE VACATED

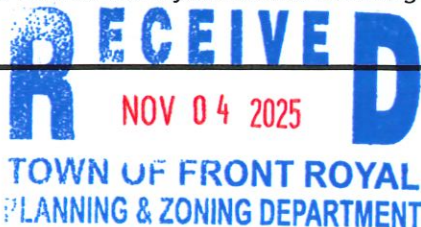
APPLICANT'S SIGNATURE: _____

DATE: 11/4/25

Completed application shall be returned by mail or delivery to: Department of Planning and Zoning, Town Hall,
102 E. Main Street, P.O. Box 1560, Front Royal, VA 22630.

For Additional Information: Planning and Zoning Office 540.635.4236, Monday – Friday, 8:00 am – 4:30 pm

Revised 10/15/2025





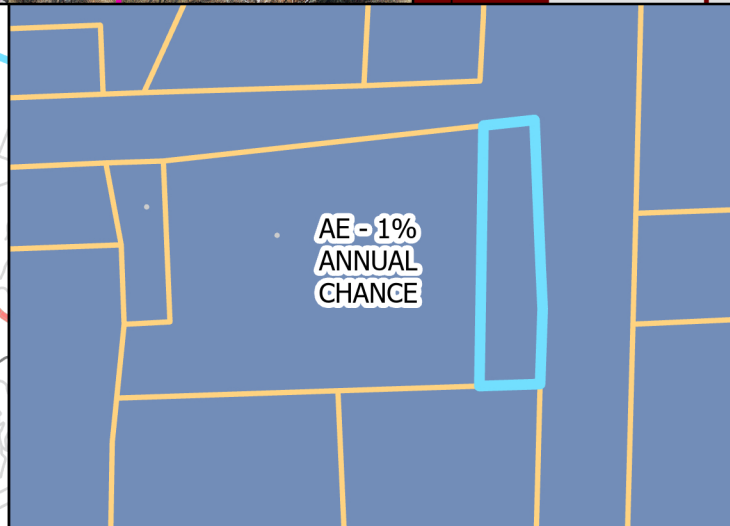
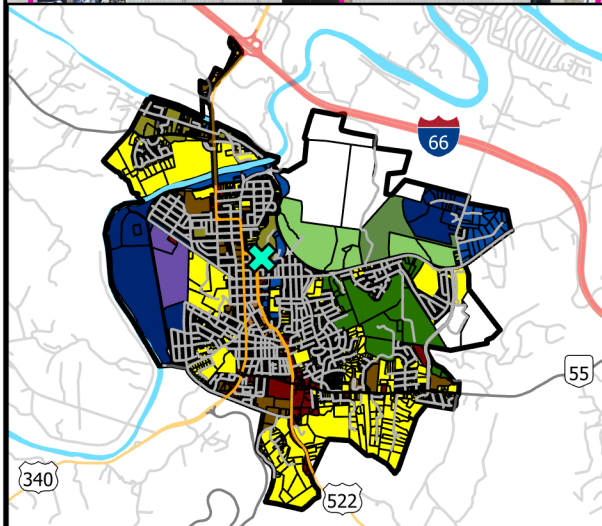
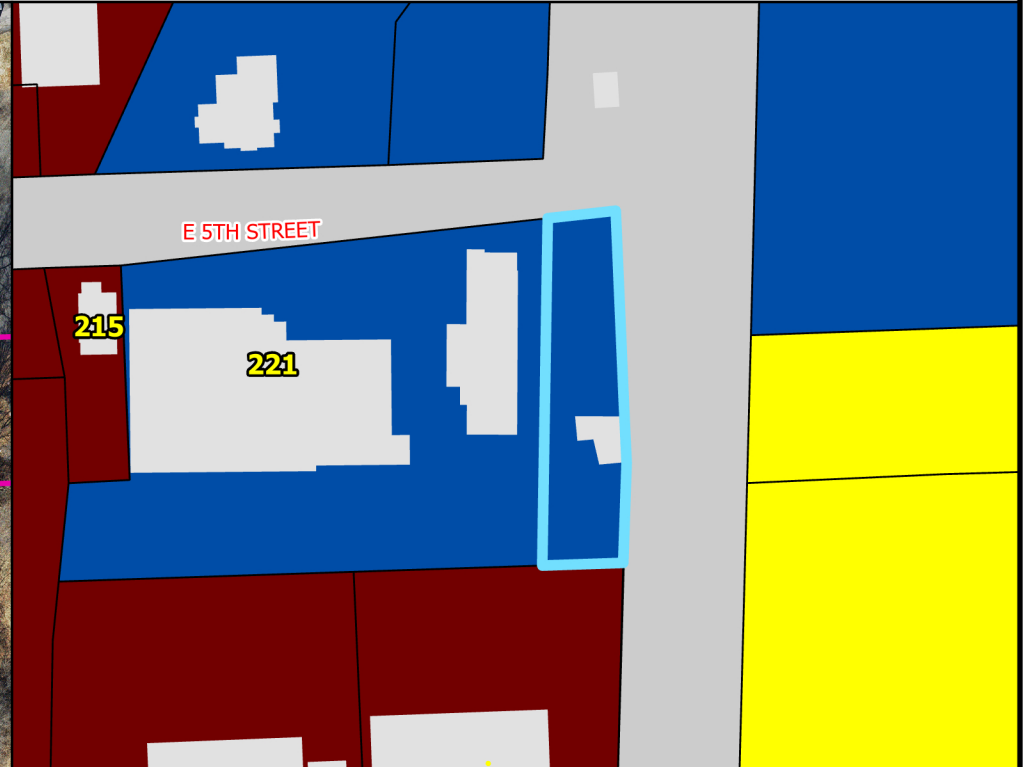
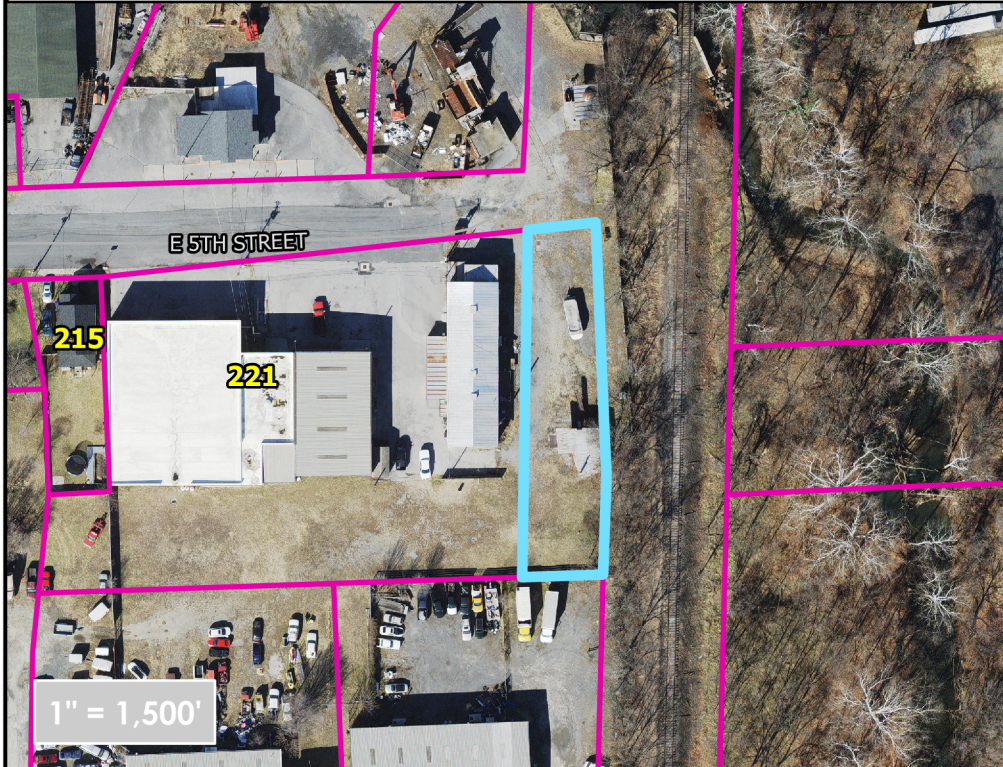
Town of Front Royal

Location Map



Purpose: Alley Vacation
Applicant: Zuckerman Metals Inc.

TM: 20A410----16
S End of E 5th Street
File #2500538



Zoning

- | | |
|--|---|
| Right-of-Way | MCD Mixed-Use Campus Development District |
| A-1 Agricultural and Open Space Preservation | PND Planned Neighborhood Development District |
| C-1 Community Business District | R-1 Residential District |
| C-2 Downtown Business District | R-1A Residential District |
| C-3 Highway Corridor Business District | R-2 Residential District |
| I-1 Limited Industrial District | R-3 Residential District |
| I-2 Industrial Employment District | R-E Estate Residential District |
| | R-S Suburban Residential District |

TOWN COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA

**ORDINANCE APPROVING THE CLOSURE AND VACATION OF
APPROXIMATELY 14,443 SQUARE FEET OF PUBLIC RIGHTS-OF-
WAY IN A 70' WIDE UNIMPROVED STREET LOCATED BETWEEN 413
NORTH COMMERCE AVENUE (TAX MAP 20A4-10 PARCEL 16) AND
NORFOLK SOUTHERN RAILWAY COMPANY**

WHEREAS, pursuant to Virginia Code §§15.2-2006 and 15.2-2008, abutting property owner Zuckerman Metals, Inc., a.k.a. Zuckerman Steel Company, Incorporated (“Applicant”) having applied for the vacation and sale of approximately 14,443 square feet of public rights-of-way in a 70’ wide unimproved street located between 413 North Commerce Avenue (Tax Map 20A4-10 Parcel 16) and Norfolk Southern Railway Company, all as shown as “Area ‘B’” and described on plat of survey entitled “Survey of Portions of 70’ Wide Unimproved Street Designated as Areas “A” and “B” Fork Magisterial District” prepared by Joseph G. Brogan, Jr., Land Surveyor, dated September 25, 2025, or as otherwise determined from a search of the public records (“Rights-of-Way”), said plat of survey or such other public records being attached hereto and incorporated herein by reference; and,

WHEREAS, following notice to all affected landowners and a duly advertised public hearing held on January 26, 2026, upon the evidence (including any report issued by a duly appointed committee of viewers that no public inconvenience would result from the discontinuance of the rights-of-way), it being the judgment of Town Council that said rights-of-way should be discontinued, closed and vacated subject to certain conditions being satisfied within one hundred twenty (120) days of the adoption of this ordinance approving of the vacation; and,

WHEREAS, Virginia Code §§15.2-1800 authorizes towns to dispose of and sell its real property following a duly advertised public hearing.

NOW THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by the Town Council of the Town of Front Royal, Virginia (“Council”), that the public rights-of-way in the Rights-of-Way are discontinued, closed and vacated subject to the following stated conditions being satisfied within one hundred twenty (120) days of the adoption of this Ordinance, and that if said conditions are not satisfied within that time this Ordinance shall be null and void:

1. Following a second duly advertised public hearing, Council's approval of the sale and conveyance of all of the Rights-of-Way to the Applicant and/or any other abutting property owner by quit claim deed, less and except a 20' wide drainage easement as shown on the aforementioned plat of survey to be attached as an exhibit to the deed, at a sale price negotiated by the Town Manager with abutting property owner(s), and,

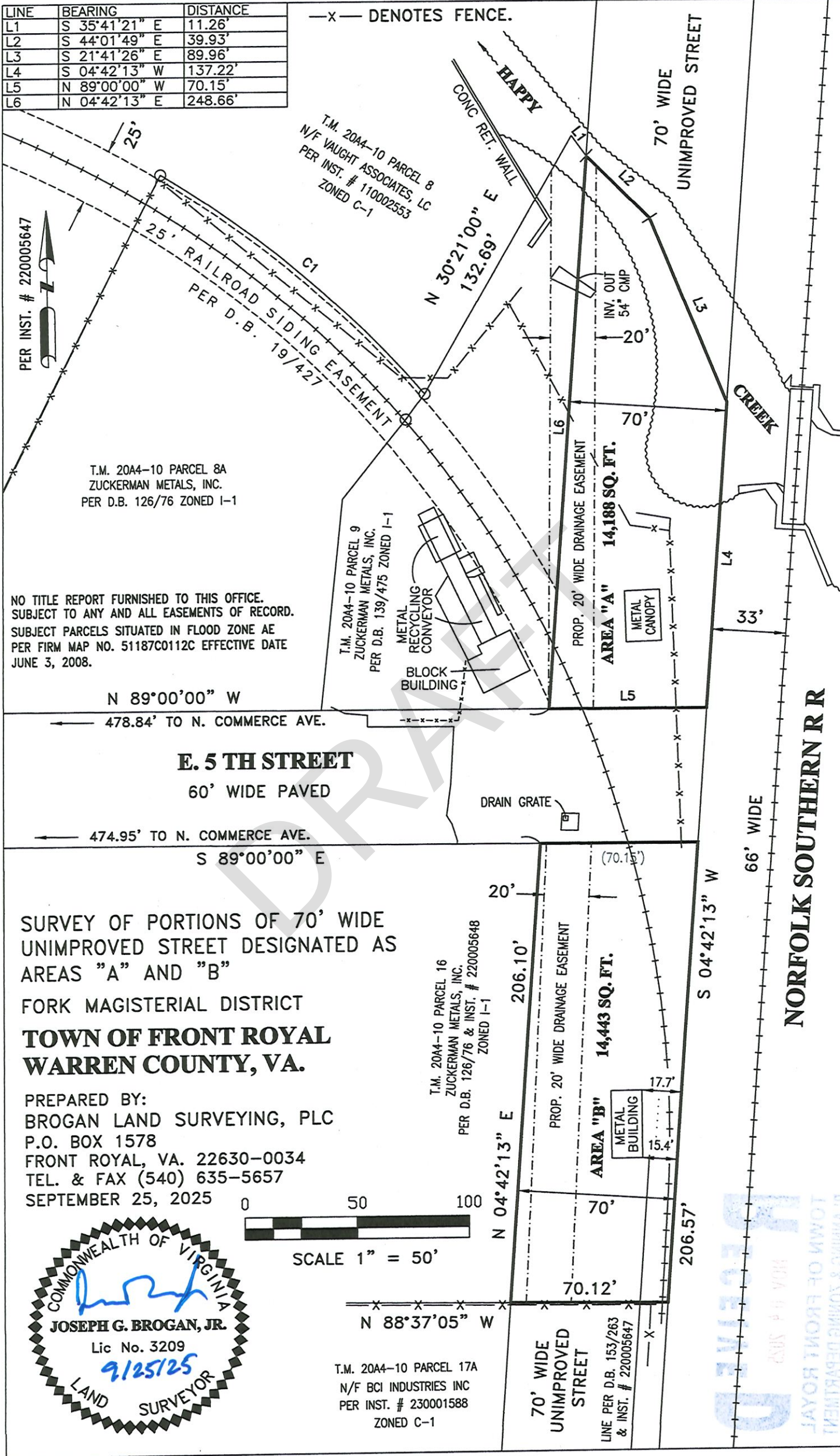
2. Payment of the approved purchase price by abutting owner(s), along with payment of the statutorily prescribed costs and fees of publication (and appointment of viewers, if any), with the Town Manager and Town Attorney to approve and execute all documents to be prepared by Applicant and/or other abutting property owner(s) necessary to effectuate the sale and conveyance of Rights-of-Way by quit claim deed, reserving in the Town of Front Royal a 20' wide drainage easement, and,

3. The Applicant and/or other abutting property owner shall re-subdivide, vacating internal boundary lines as necessary to consolidate abutting portions of Rights-of-Way into approved lot(s).

The Clerk of Council, upon the satisfaction of all conditions of this Ordinance, shall cause a certified copy of this Ordinance to be delivered to the Clerk of the Circuit Court for filing and recording in the land records, indexed with "Town of Front Royal" as Grantor and with Applicant, and/or other abutting property owner acquiring an interest in Rights-of-Way, indexed as Grantee, necessary to further effectuate this Ordinance.

LINE	BEARING	DISTANCE
L1	S 35°41'21" E	11.26'
L2	S 44°01'49" E	39.93'
L3	S 21°41'26" E	89.96'
L4	S 04°42'13" W	137.22'
L5	N 89°00'00" W	70.15'
L6	N 04°42'13" E	248.66'

-x- DENOTES FENCE.



This ordinance shall be effective upon enactment.

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 _____, 2026 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 January 12 and January 16, 2026.

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____



REGULAR COUNCIL MEETING AGENDA STATEMENT

Meeting Date: January 26, 2026

Item# 07D

Agenda Item: PUBLIC HEARING - Receive Public Comment on a Request from 218 E. 4th Street LLC to Vacate a Portion of an Unimproved Street Located Between East 4th Street and Lot 16

Summary: Council is requested to receive public comment on a request from 218 E. 4th St. LLC, is requesting to conditionally vacate by ordinance certain public rights-of-way of a 12,914 square foot portion of the unimproved street located between East 4th Street and Lot 16. The street was originally platted by the Front Royal and Riverton Improvement Company; therefore, staff is also recommending a title examine be completed by the applicant. Certified letters were sent to the adjacent property owners.

Budget/Funding: None

Meetings: Work Session held December 8, 2025

Proposed Motion(s):

- 1) I move that Council appoint a committee of viewers to view the street vacation application from 218 E. 4th St. LLC, to discontinue, close and vacate a 12,914 square foot portion of the unimproved street located between East 4th Street and Lot 16 and report any inconveniences to the public that would result from the discontinuance of said rights-of-way and require the applicant to provide a title examination to the Town Manager.
- 2) I move that Council adopt an ordinance as presented approving the conditional vacation and sale request from the applicant.
- 3) I move that council deny the vacation application from 218 E. 4th St. LLC, to discontinue, close and vacate a 12,914 square foot portion of the unimproved street located between East 4th Street and Lot 16.

Moved _____ Seconded _____

Wood _____ Veitenthal _____ Sealock _____ Rappaport _____ Ingram _____ DeDomenico-Payne _____

#2500536



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

APPLICANT INFORMATION

(please print)

Name 218 E 4TH ST LLC
Mailing Address 100 E 8th Street
Front Royal, Va. 22630
Phone # clo Joe BROGAN 540-974-6013 E-mail broganpls@comcast.net

VACATION INFORMATION

Description (please select all that apply)

☒ **Street/Portion of Street**

☐ **Alley/Portion of Alley**

☐ **Other** (please specify) _____

Location _____

East of T.M 20A4-10 Parcel 17A

Reason for request See Attached

☐ **Current Plat Attached Showing Property to be Vacated**

Applicant's Signature _____

Date 10-28-25

Completed application shall be returned by mail or delivery to:

Planning and Zoning Office, Town Hall, 102 E. Main Street, P.O. Box 1560, Front Royal, VA 22630

Additional Information: Planning and Zoning (540)635-8007, Monday-Friday, 8:00am – 4:30m

RECEIVED
NOV 04 2025
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

Revised
05/1/2025

REASON FOR REQUEST:

The portion of street and alley requested for vacation is an unimproved right of way that has never been opened, maintained, or used by the Town. For many years, the property owner has used this area as part of his property. He has constructed and maintained improvements on it and has treated it as part of his land without objection or involvement by the Town. The existence of the platted right of way only became apparent during a recent survey performed in preparation for a sale. Vacating this unopened right of way will correct the recorded map to reflect the parcel as it has been used for many years, will not interfere with public access or travel, and will not negatively affect adjoining properties. For these reasons, the owner respectfully requests that the Town vacate the unimproved right of way.



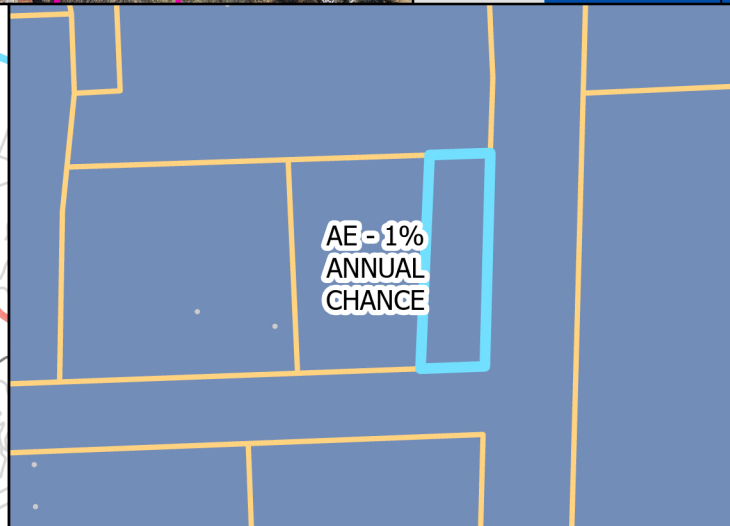
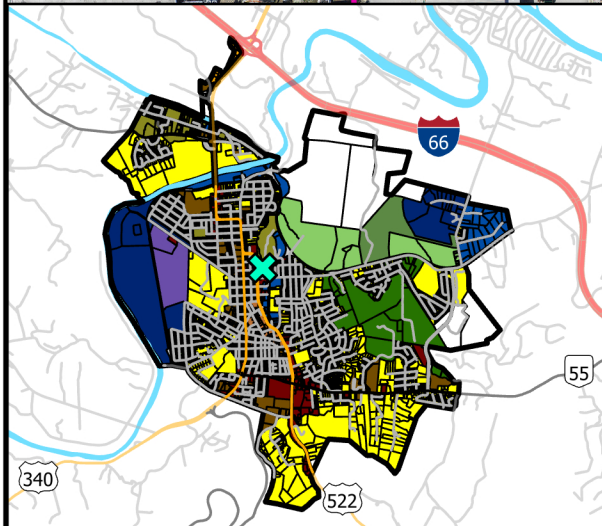
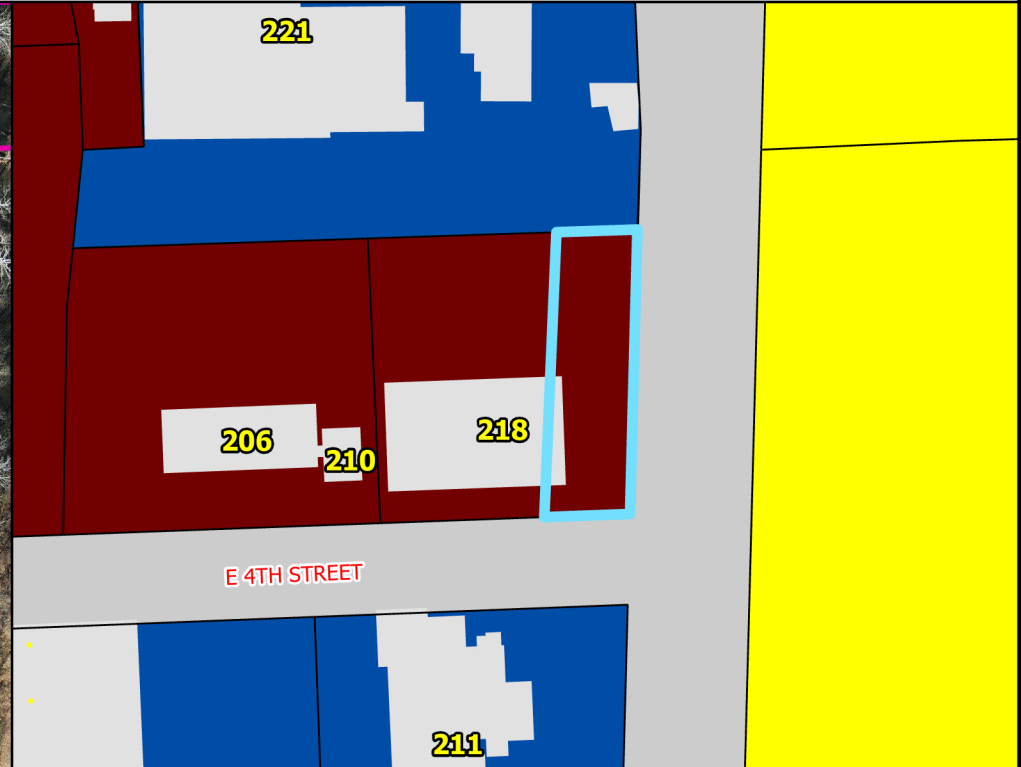
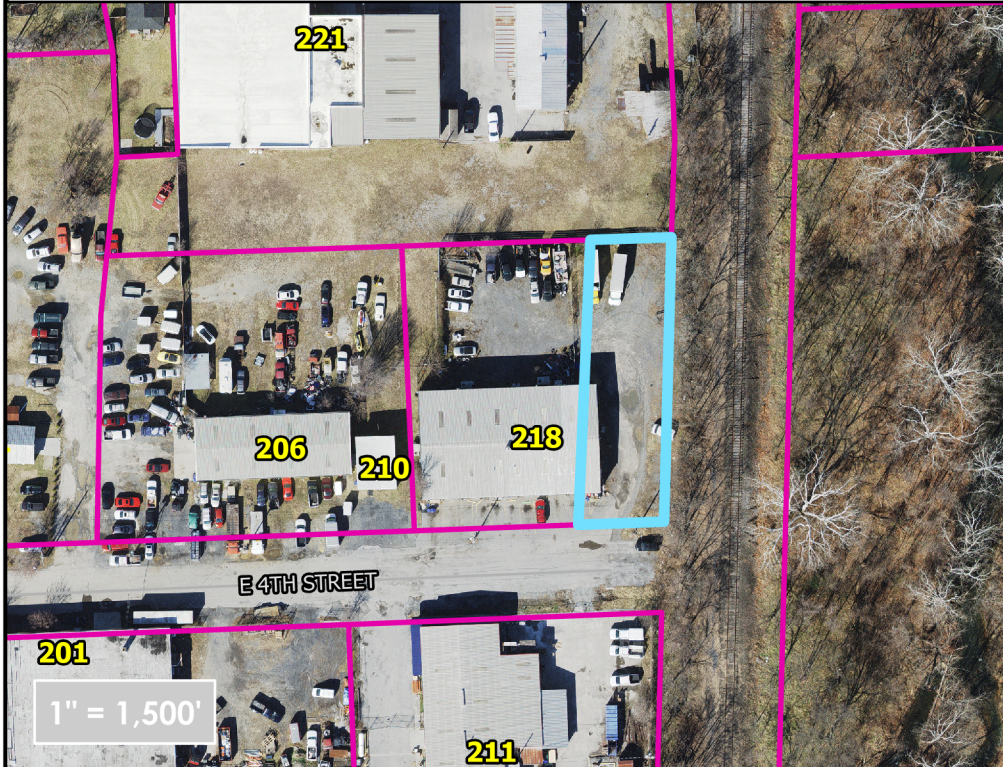
Town of Front Royal

Location Map



Purpose: Alley Vacation
Applicant: 218 E 4th St LLC

TM: 20A410----17A
218 E 4th Street
File #2500536



Zoning

- | | |
|--|---|
| Right-of-Way | MCD Mixed-Use Campus Development District |
| Open Space Preservation | PND Planned Neighborhood Development District |
| C-1 Community Business District | R-1 Residential District |
| C-2 Downtown Business District | R-1A Residential District |
| C-3 Highway Corridor Business District | R-2 Residential District |
| I-1 Limited Industrial District | R-3 Residential District |
| I-2 Industrial Employment District | R-E Estate Residential District |
| | R-S Suburban Residential District |

TOWN COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA

**ORDINANCE APPROVING THE CLOSURE AND VACATION OF
APPROXIMATELY 12,914 SQUARE FEET OF PUBLIC RIGHTS-OF-
WAY IN A 70' WIDE UNIMPROVED STREET LOCATED BETWEEN 218
EAST 4TH STREET (TAX MAP 20A4-10 PARCEL 17A) AND NORFOLK
SOUTHERN RAILWAY COMPANY**

WHEREAS, pursuant to Virginia Code §§15.2-2006 and 15.2-2008, abutting property owner 218 E 4th St, LLC (“Applicant”) having applied for the vacation and sale of approximately 12,914 square feet of public rights-of-way in a 70’ wide unimproved street located between 218 East 4th Street (Tax Map 20A4-10 Parcel 17A) and Norfolk Southern Railway Company, all as shown and described on plat of survey entitled “Survey of a Portion of a 70’ Wide Unimproved Street Adjacent to Tax Map 20A4-10 Parcel 17A” prepared by Joseph G. Brogan, Jr., Land Surveyor, dated September 25, 2025, or as otherwise determined from a search of the public records (“Rights-of-Way”), said plat of survey or such other public records being attached hereto and incorporated herein by reference; and,

WHEREAS, following notice to all affected landowners and a duly advertised public hearing held on January 26, 2026, upon the evidence (including any report issued by a duly appointed committee of viewers that no public inconvenience would result from the discontinuance of the rights-of-way), it being the judgment of Town Council that said rights-of-way should be discontinued, closed and vacated subject to certain conditions being satisfied within one hundred twenty (120) days of the adoption of this ordinance approving of the vacation; and,

WHEREAS, Virginia Code §§15.2-1800 authorizes towns to dispose of and sell its real property following a duly advertised public hearing.

NOW THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by the Town Council of the Town of Front Royal, Virginia (“Council”), that the public rights-of-way in the Rights-of-Way are discontinued, closed and vacated subject to the following stated conditions being satisfied within one hundred twenty (120) days of the adoption of this Ordinance, and that if said conditions are not satisfied within that time this Ordinance shall be null and void:

1. Following a second duly advertised public hearing, Council’s approval of the sale and conveyance of all of the Rights-of-Way to the Applicant and/or any other

abutting property owner by quit claim deed, less and except a 20' wide drainage easement as shown on the aforementioned plat of survey to be attached as an exhibit to the deed, at a sale price negotiated by the Town Manager with abutting property owner(s), and,

2. Payment of the approved purchase price by abutting owner(s), along with payment of the statutorily prescribed costs and fees of publication (and appointment of viewers, if any), with the Town Manager and Town Attorney to approve and execute all documents to be prepared by Applicant and/or other abutting property owner(s) necessary to effectuate the sale and conveyance of Rights-of-Way by quit claim deed, reserving in the Town of Front Royal a 20' wide drainage easement, and,

3. The Applicant and/or other abutting property owner shall re-subdivide, vacating internal boundary lines as necessary to consolidate abutting portions of Rights-of-Way into approved lot(s).

The Clerk of Council, upon the satisfaction of all conditions of this Ordinance, shall cause a certified copy of this Ordinance to be delivered to the Clerk of the Circuit Court for filing and recording in the land records, indexed with "Town of Front Royal" as Grantor and with Applicant, and/or other abutting property owner acquiring an interest in Rights-of-Way, indexed as Grantee, necessary to further effectuate this Ordinance.

VARIABLE WIDTH PAVED R/W

— · · · — DENOTES OVERHEAD WIRES.
— x — x — DENOTES METAL GUARD RAIL
OR CHAIN LINK FENCE.
Q DENOTES UTILITY POLE.

PREPARED BY:
BROGAN LAND SURVEYING, PLC
P.O. BOX 1578
FRONT ROYAL, VA, 22630-0034
TEL. & FAX (540) 635-5657
SEPTEMBER 25, 2025



**SURVEY OF A PORTION OF A 70' WIDE
UNIMPROVED STREET ADJACENT TO
TAX MAP 20A4-10 PARCEL 17A
FORK MAGISTERIAL DISTRICT
TOWN OF FRONT ROYAL
WARREN COUNTY, VA.**

T.M. 2044-10 PARCEL 16
N/F ZUCKERMAN METALS, INC.
PER INST. # 220005648 & D.B. 126/76
ZONED I-1

T.M. 2004-10 PARCEL 17
N/F 206 E 4TH ST LLC
PER INST. # 230005082
ZONED C-1

E. 4TH STREET
60' WIDE PAVED

→ 449.71' TO N. COMMERCE AVE.

60' WIDE PAVED

SCALE 1" = 60'

0 60 120

SCALE 1" = 60'

S 88°37'05" E

70' WIDE

UNIMPROVED STREET

LINE PER D.B. 153/263 &
INST. # 220005647)

70'

66' WIDE

NORFOLK - SOUTHERN RAILROAD

This ordinance shall be effective upon enactment.

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 _____, 2026 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 January 12 and January 16, 2026.

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____



REGULAR COUNCIL MEETING AGENDA STATEMENT

Meeting Date: January 26, 2026

Item# 07E

Agenda Item: PUBLIC HEARING - Receive Public Comment on a Request from James Heflin to Vacate a Portion of the Unimproved Randolph Avenue Between Washington Avenue and Lot 5

Summary: Council is requested to receive public comment on a request from James Heflin, to conditionally vacate by ordinance certain public rights-of-way a 6,235 square foot portion of the unimproved Randolph Avenue between Washington Avenue and Lot 5. Certified letters were sent to the adjacent property owners.

Budget/Funding: None

Meetings: Work Session held December 8, 2025

Proposed Motion(s):

- 1) I move that Council appoint a committee of viewers to view the vacation application from James Heflin, to discontinue, close and vacate a 6,235 square foot portion of the unimproved Randolph Avenue between Washington Avenue and Lot 5, and report any inconveniences to the public that would result from the discontinuance of said rights-of-way.
- 2) I move that Council adopt an ordinance as presented approving the conditional vacation and sale request from the applicant.
- 3) I move that council deny the vacation application from James Heflin, to discontinue, close and vacate a 6,235 square foot portion of the unimproved Randolph Avenue between Washington Avenue and Lot 5.

Moved _____ Seconded _____

Wood _____ Veitenthal _____ Sealock _____ Rappaport _____ Ingram _____ DeDomenico-Payne _____



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

APPLICANT INFORMATION

(please print)

Name James F Heflin

Mailing Address 705 Washington Ave
Front Royal, VA 22630

Phone # [REDACTED] E-mail [REDACTED]

VACATION INFORMATION

Description (please select all that apply)

☒ Street/Portion of Street

☐ Alley/Portion of Alley

☐ Other (please specify) _____

Location That Part of Randolph Ave located between
Lot #4 and Norfolk Southern R/W

Reason for request Road dead ends To C.S. on N. end of
Washington Ave. I have maintained Property since
purchasing lots 3&4

☒ Current Plat Attached Showing Property to be Vacated

Applicant's Signature James F Heflin Date 10 Sept. 2025

Completed application shall be returned by mail or delivery to: Department of Planning and Zoning, Town Hall, 102 E. Main Street, P.O. Box 1560, Front Royal, VA 22630 Additional Information: Planning and Zoning Office (540)635-4236, Monday-Friday, 8:00am - 4:30pm

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



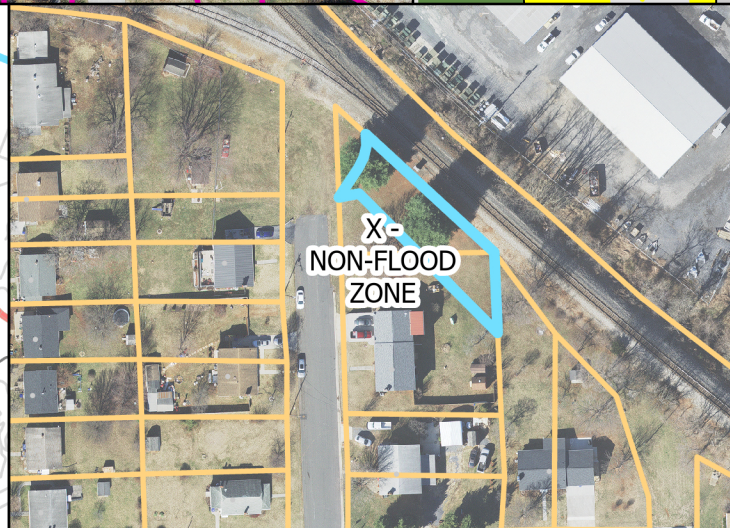
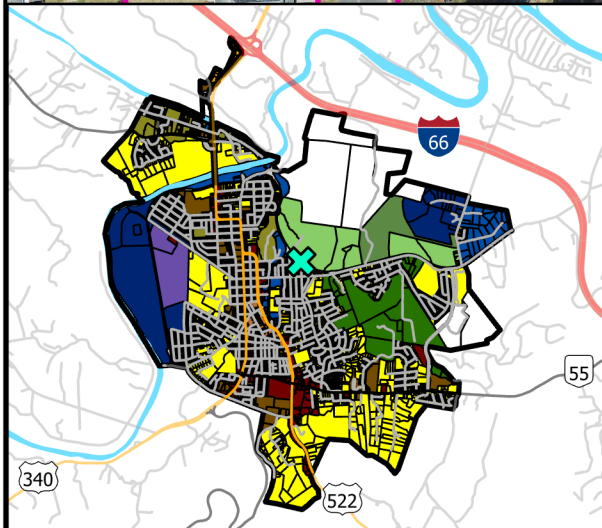
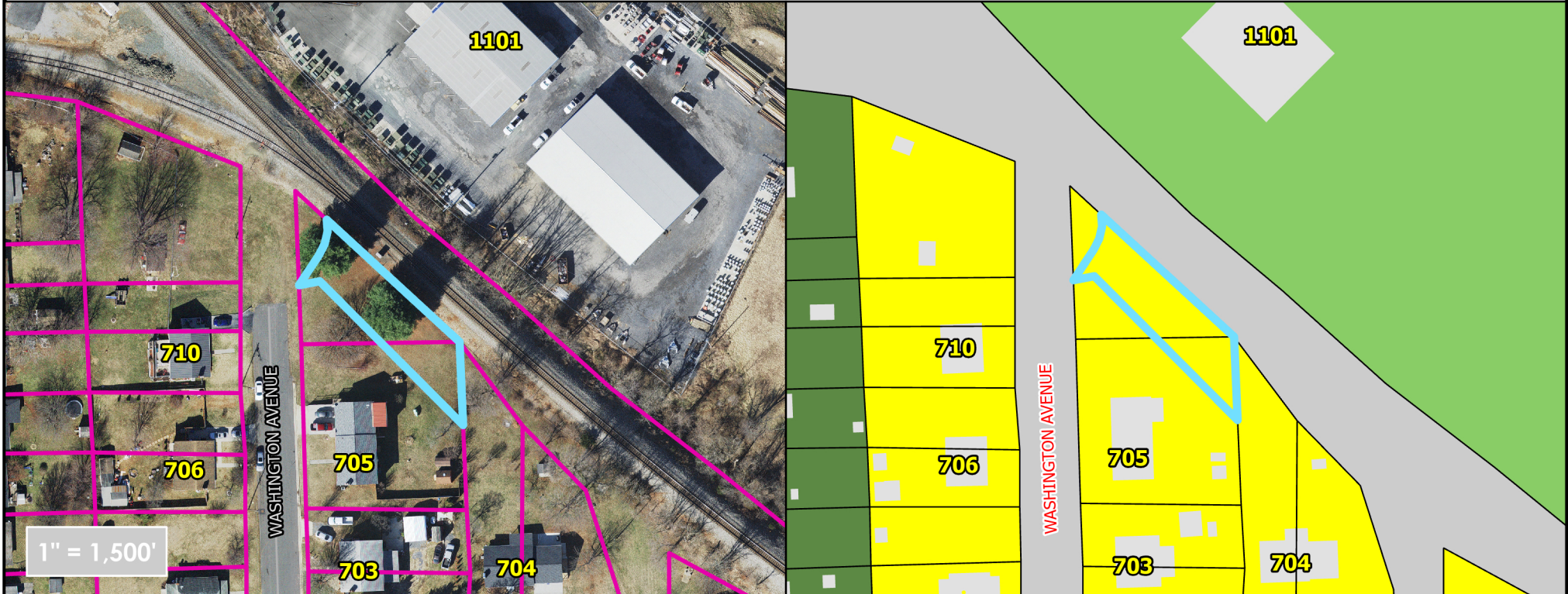
Town of Front Royal

Location Map



Purpose: Alley Vacation
Applicant: Jim Heflin

TM: Not Applicable
Washington Street
File #2500175



Zoning	
Right-of-Way	MCD Mixed-Use Campus Development District
A-1 Agricultural and Open Space Preservation	PND Planned Neighborhood Development District
C-1 Community Business District	R-1 Residential District
C-2 Downtown Business District	R-1A Residential District
C-3 Highway Corridor Business District	R-2 Residential District
I-1 Limited Industrial District	R-3 Residential District
I-2 Industrial Employment District	R-E Estate Residential District
	R-S Suburban Residential District



Date: 10/30/2025

Permit #: 2500175

Permit Date: 04/11/2025

Review Date: 10/10/2025

Permit Type: Vacation of Alleys, Streets & Rights-Of-Ways

Review Type: Department of Public Works Review

Target Date:

Scheduled Time: 00:00

Completed Date:

Description: New Survey Plat submitted 10-10-2025. Partial street vacation.

Review Status: Complete

Assigned To: Robert B. Boyer

Time In: 00:00

Time Out: 00:00

Hours: 0.0

Notes

Public Works requires a 20' easement for utilities.

10/28/2025

The proposed drawings public works has for the East West Connector shows the road going further over to the west and connecting to E. 8th St just outside the public works complex. If there were any other proposed routes, we've never been given a copy of it.

Property Information

Parcel#: 20A4 8 D 4

HEFLIN JAMES F

705 WASHINGTON AVE

Zoning: R-1Lot: 4Block: D

HEFLIN JAMES F

705 WASHINGTON AVE

FRONT ROYAL, VA 22630



Date: 10/30/2025

Permit #: 2500175

Permit Date: 04/11/2025

Review Date: 10/10/2025

Permit Type: Vacation of Alleys, Streets & Rights-Of-Ways

Review Type: Department of Public Works Review

Target Date:

Scheduled Time: 00:00

Completed Date:

Description: New Survey Plat submitted 10-10-2025. Partial street vacation.

Review Status: Complete

Assigned To: Steve Scheulen

Time In: 00:00

Time Out: 00:00

Hours: 0.0

Notes

10/27/2025 recommend 20' drainage/utility easement. Does not appear to impact connector road to the west.

Property Information

Parcel#: 20A4 8 D 4

HEFLIN JAMES F

705 WASHINGTON AVE

Zoning: R-1Lot: 4Block: D

HEFLIN JAMES F

705 WASHINGTON AVE

FRONT ROYAL, VA 22630



Date: 10/30/2025

Permit #: 2500175

Permit Date: 04/11/2025

Review Date: 04/11/2025

Permit Type: Vacation of Alleys, Streets & Rights-Of-Ways

Review Type: Department of Energy Services Review

Target Date: 04/25/2025

**Scheduled
Time:** 00:00

**Completed
Date:**

Description: Vacation of Portion of Street - Location: The part of Randolph Ave located between 20A4 8 D 4 and Norfolk Southern R/W

Review Status: Complete

Assigned To: Mary Lynn

Time In: 00:00

Time Out: 00:00

Hours: 0.0

Notes

04/14/2025 No concerns from the Department of Energy Services

Property Information

Parcel#: 20A4 8 D 4

HEFLIN JAMES F

705 WASHINGTON AVE

Zoning: R-1Lot: 4Block: D

HEFLIN JAMES F

705 WASHINGTON AVE

FRONT ROYAL, VA 22630



Date: 10/30/2025

Permit #: 2500175

Permit Date: 04/11/2025

Review Date: 10/10/2025

Permit Type: Vacation of Alleys, Streets & Rights-Of-Ways

Review Type: Department of Planning and Zoning Review

Target Date:

Scheduled Time: 00:00

Completed Date:

Description: New Survey Plat submitted 10-10-2025. Partial street vacation.

Review Status: Complete

Assigned To: John Ware

Time In: 00:00

Time Out: 00:00

Hours: 0.0

Notes

10/17/2025 Recommend extending Existing 6-foot easement and increasing the easement width to be 10 feet centered on the New property line as shown on the Plat. The proposed 10-foot Drainage & Utility Easement is recommended to be 20 feet in width.

Property Information

Parcel#: 20A4 8 D 4

HEFLIN JAMES F

705 WASHINGTON AVE

Zoning: R-1Lot: 4Block: D

HEFLIN JAMES F

705 WASHINGTON AVE

FRONT ROYAL, VA 22630

Uploaded Files

Date	File Name
10/21/2025	28967739-Alley & Street Vacation #2500472.pdf

Uploaded By
John Ware

TOWN COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA

**ORDINANCE APPROVING THE CLOSURE AND VACATION OF
APPROXIMATELY 6,235 SQUARE FEET OF PUBLIC RIGHTS-OF-WAY
IN RANDOLPH AVENUE LOCATED BETWEEN 705 WASHINGTON
AVENUE (TAX MAP 20A4-8-D-3) AND NORFOLK SOUTHERN
RAILWAY COMPANY**

WHEREAS, pursuant to Virginia Code §§15.2-2006 and 15.2-2008, abutting property owner James F. Heflin (“Applicant”) having applied for the vacation and sale of approximately 6,235 square feet of public rights-of-way in Randolph Avenue located between 705 Washington Avenue (Tax Map 20A4-8-D-3) and Norfolk Southern Railway Company, all as shown as “Portion of Randolph Ave. Hereby Vacated” and described on plat of survey entitled “Lot Consolidation & Street Vacation Lots 3 & 4, Block D & a Portion of Randolph Avenue Blue Ridge Heights Subdivision” prepared by Darryl G. Merchant., Consulting Land Surveyor, dated August 12, 2025, or as otherwise determined from a search of the public records (“Rights-of-Way”), said plat of survey or such other public records being attached hereto and incorporated herein by reference; and,

WHEREAS, following notice to all affected landowners and a duly advertised public hearing held on January 26, 2026, upon the evidence (including any report issued by a duly appointed committee of viewers that no public inconvenience would result from the discontinuance of the rights-of-way), it being the judgment of Town Council that said rights-of-way should be discontinued, closed and vacated subject to certain conditions being satisfied within one hundred twenty (120) days of the adoption of this ordinance approving of the vacation; and,

WHEREAS, Virginia Code §§15.2-1800 authorizes towns to dispose of and sell its real property following a duly advertised public hearing.

NOW THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by the Town Council of the Town of Front Royal, Virginia (“Council”), that the public rights-of-way in the Rights-of-Way are discontinued, closed and vacated subject to the following stated conditions being satisfied within one hundred twenty (120) days of the adoption of this Ordinance, and that if said conditions are not satisfied within that time this Ordinance shall be null and void:

1. Following a second duly advertised public hearing, Council's approval of the sale and conveyance of all of the Rights-of-Way to the Applicant and/or any other abutting property owner by quit claim deed, less and except a 20' wide drainage and utility easement as shown on the aforementioned plat of survey to be attached as an exhibit to the deed, at a sale price negotiated by the Town Manager with abutting property owner(s), and,

2. Payment of the approved purchase price by abutting owner(s), along with payment of the statutorily prescribed costs and fees of publication (and appointment of viewers, if any), with the Town Manager and Town Attorney to approve and execute all documents to be prepared by Applicant and/or other abutting property owner(s) necessary to effectuate the sale and conveyance of Rights-of-Way by quit claim deed, reserving in the Town of Front Royal a 20' wide drainage and utility easement, and,

3. The Applicant and/or other abutting property owner shall re-subdivide, vacating internal boundary lines as necessary to consolidate abutting portions of Rights-of-Way into approved lot(s).

The Clerk of Council, upon the satisfaction of all conditions of this Ordinance, shall cause a certified copy of this Ordinance to be delivered to the Clerk of the Circuit Court for filing and recording in the land records, indexed with "Town of Front Royal" as Grantor and with Applicant, and/or other abutting property owner acquiring an interest in Rights-of-Way, indexed as Grantee, necessary to further effectuate this Ordinance.

REVIEWED AND APPROVED BY
THE TOWN OF FRONT ROYAL

DATE TOWN MANAGER

DATE PLANNING DIRECTOR

ALL REAL ESTATE TAXES HAVE
BEEN PAID IN FULL.

DATE FINANCE DIRECTOR

NOTES:

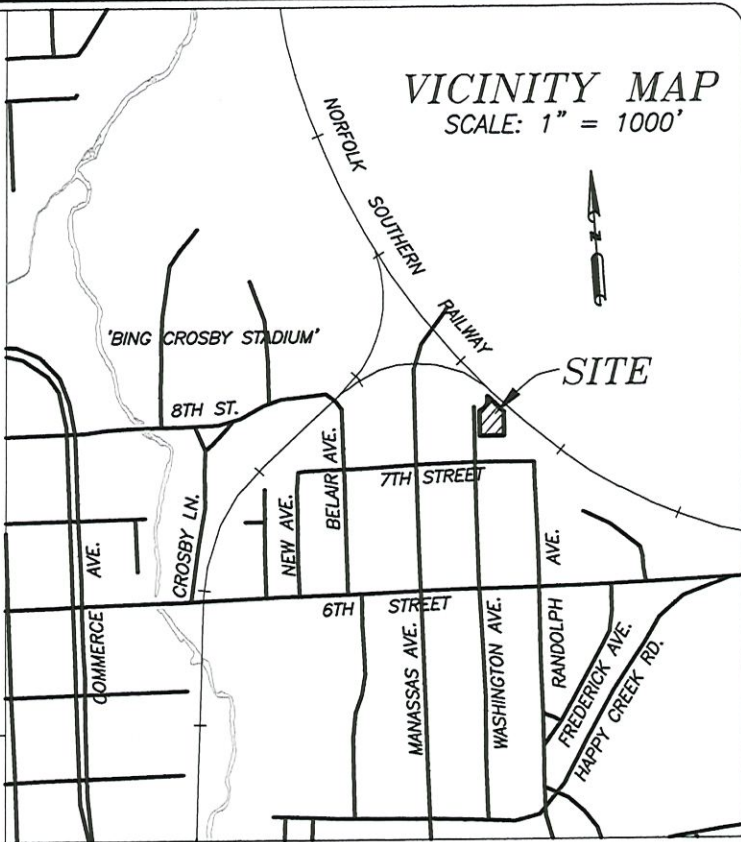
1. NO TITLE REPORT FURNISHED.
PLAT SUBJECT TO EASEMENTS
AND RESTRICTIONS OF RECORD.
2. PLAT REF.:P.B. 1 PG. 28 (SLIDE 8)
3. TAX MAP #20A4-8-D-3&4
New Tax Map #20A4-8-D-3A
4. ZONED R-1
SETBACKS: FRONT= 35'
SIDE= 10', TOTAL 25'
REAR= 30'

THE PROPERTY SHOWN HEREON IS LOCATED
WITHIN ZONE X, AN AREA DETERMINED TO BE
OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN,
PER FEMA FIRM MAP #51087C0116C, 6/03/2008.

AREA TABULATION:

LOT 3 = 6,250 SQ. FT.
LOT 4 = 7,416 SQ. FT.
STREET VACATION = 6,235 SQ. FT.
NEW LOT 3A = 19,901 SQ. FT.

VICINITY MAP
SCALE: 1" = 1000'



OWNER'S DEDICATION:

THIS PLAT WAS PREPARED WITH THE FREE CONSENT
AND IN ACCORDANCE WITH THE DESIRE OF THE
UNDERSIGNED OWNERS, PROPIETORS AND TRUSTEES.

DATE JAMES F. HEFLIN

ACKNOWLEDGED BEFORE ME

THIS ____ DAY OF ____ 2025.

MY COMMISSION EXPIRES: ____

NOTARY REGISTRATION No.: ____

NOTARY: ____



SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE SURVEYED THIS PROPERTY
ON THE GROUND: THAT THIS PLAT IS CORRECT TO THE
BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF: THAT
THIS IS ALL OF THE LAND ACQUIRED BY JAMES F. HEFLIN
BY DEED DATED APRIL 3, 1984 AND RECORDED AMONG THE
LAND RECORDS OF WARREN COUNTY, VIRGINIA, IN DEED BOOK
311 AT PAGE 75; AND THAT PROPERTY CORNERS ARE
MONUMENTED AS SHOWN.

survey@measure-map.com
540-636-4949

Darryl G. Merchant

Consulting Land Surveyor
P.O. BOX 1508
FRONT ROYAL, VA 22630



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REPRODUCED OR ALTERED WITHOUT PERMISSION.

25-F117

DWG. No. AM-1880

LOT CONSOLIDATION & STREET VACATION

LOTS 3 & 4, BLOCK D
& A PORTION OF RANDOLPH AVENUE
BLUE RIDGE HEIGHTS SUBDIVISION

TOWN OF FRONT ROYAL - WARREN COUNTY, VIRGINIA

DATE: 12 AUGUST 2025

SHEET 1 OF 2

CURVE TABLE

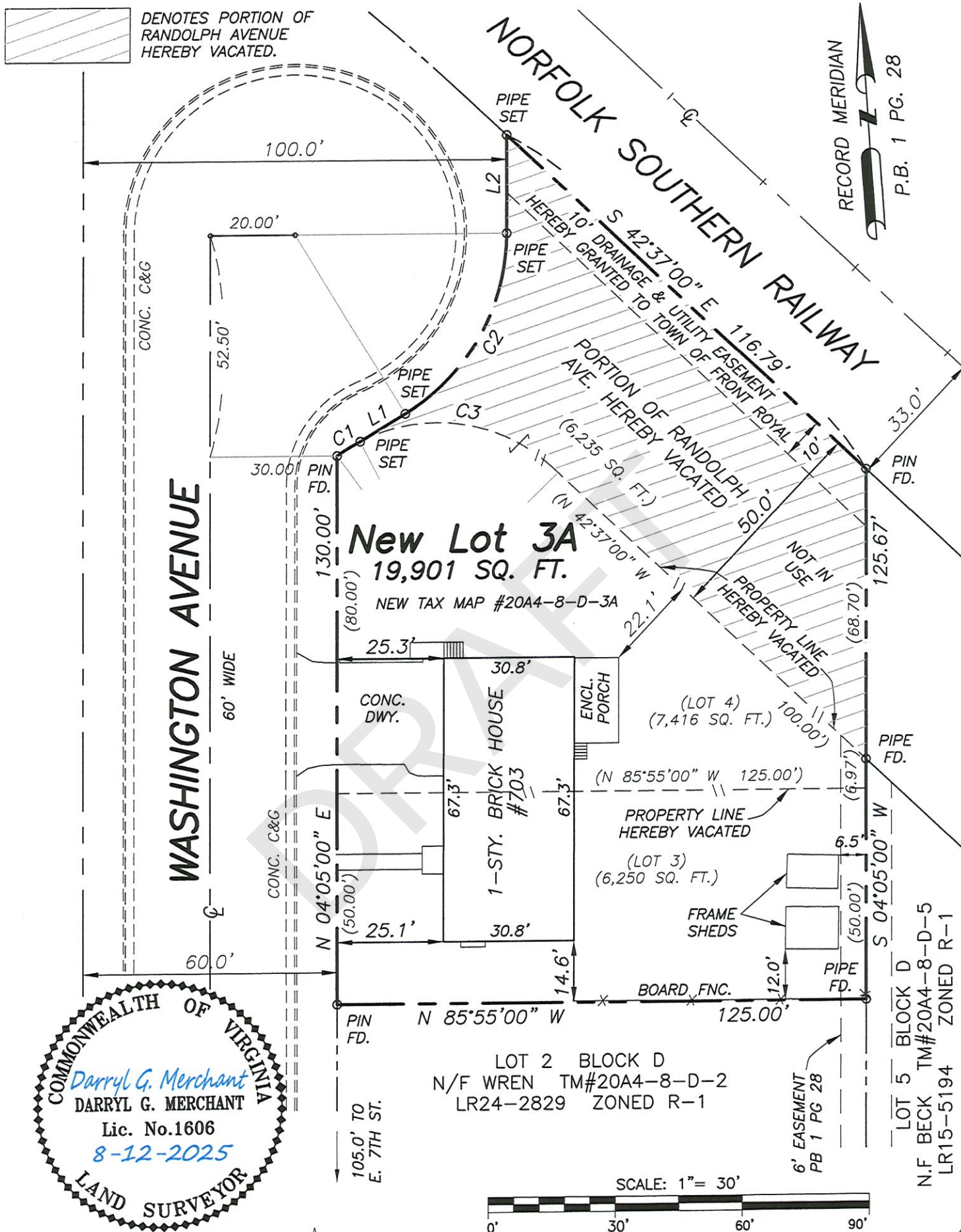
CURVE	RADIUS	ARC	DELTA ANGLE	CHORD	CHORD BEARING
C1	40.00'	6.41'	9°10'43"	6.40'	N 62°36'37" E
C2	50.00'	51.07'	58°31'37"	48.88'	N 33°20'49" E
C3	40.00'	50.74'	72°40'59"	47.41'	S 76°27'32" E

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 62°36'37" E	12.48'
L2	N 04°05'00" E	23.27'



DENOTES PORTION OF
RANDOLPH AVENUE
HEREBY VACATED.



This ordinance shall be effective upon enactment.

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 _____, 2026 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 January 12 and January 16, 2026.

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____



REGULAR COUNCIL MEETING AGENDA STATEMENT

Meeting Date: January 26, 2026

Item# 07F

Agenda Item: PUBLIC HEARING - Ordinance Amendments to Chapter 12 and Chapter 70 Pertaining to Electricity Fees and Procedures

Summary: Council is requested to consider Ordinance Amendments to Chapter 12 - Fees and Chapter 70 - Electricity pertaining to an increase in specific fees and reflect current practices and procedures. Portions of the Front Royal Town Code have not been updated since the early 2000s and rising costs of materials, equipment and labor require the necessary revisions as presented.

Budget/Funding: None

Meetings: Work Session held December 1, 2025

Proposed Motion: I move that Council adopt ordinance amendments to Chapter 12 - Fees and Chapter 70 – Electricity pertaining to fees and procedures, as presented.

Moved _____ *Seconded* _____

Wood _____ *Veitenthal* _____ *Sealock* _____ *Rappaport* _____ *Ingram* _____ *DeDomenico-Payne* _____

ORDINANCE TO AMEND AND RE-ENACT FRONT ROYAL TOWN CODE
§12-1-ENERGY SERVICES FEES AND
CHAPTER 70-ELECTRICITY §§ 70-23; 70-50; 70-63 AND 70-64

WHEREAS, portions of the Front Royal Town Code have not been updated since early 2000s and rising costs of materials, equipment and labor require adjustments to various fees, procedures and practices; and,

NOW THEREFORE, BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia that 12-1-Energy Services Fees and Chapter 70-Electricity §§ 70-23; 70-50; 70-63 and 70-64 of the Front Royal Town Code hereby be amended and enacted as follows:

Chapter 12 FEES

12-1 ENERGY SERVICES FEES

Electric Meter Inspections (two within 12 mo.)	No Charge
Electric Meter Inspection (third and subsequent within 12 months)	\$50.00 per inspection
Temporary Electrical Service not to exceed 100- amperes in capacity and requiring one service drop	\$65.00
Temporary Electrical Service for larger residential and commercial services	See Chapter 70-23(F) 70-50 (5) in Town Code
Underground Utility Inspection	\$50.00 per inspection
Residential Security Light	\$11.78 per month
Residential Security Light Pole Installation	See Chapter 70-23(E) in Town Code
After Hours Reconnection Fee (non-payment)	\$75.00

Chapter 70 ELECTRICITY

ELECTRIC RATE CHARGES

70-23 ELECTRIC CHARGES

- A. The base rate for electric service for residential customers shall be as follows, effective for the electric meters read on or after March 25, 2019, and continuing as stated herein:
1. Effective from March 25, 2019, facilities charge per billing cycle, as established by the Town: eight dollars and fifty cents (\$8.50).
 2. Effective from March 25, 2019, charges for all kilowatt hours per billing cycle, as established by the Town: \$0.09850 per kilowatt hour.
- B. The base rates for electric service for commercial customers shall be as follows, effective for the electric meters read on or after March 25, 2019, and continuing as stated herein:
1. Effective from March 25, 2019, facilities charge per billing cycle, as established by the Town: twenty dollars and zero cents (\$20.00).

2. Effective from March 25, 2019, charges for the first seven hundred (700) kilowatt hours per billing cycle, as established by the Town: \$0.12600 per kilowatt hour.
3. Effective from March 25, 2019, charges for all kilowatt hours over seven hundred (700) per billing cycle, as established by the Town: \$0.08800 per kilowatt hour.

When a commercial customer requires capacity over seven and one-half (7½) kilowatts, the first energy block shall be increased by fifty-three (53) kilowatt hours for each one-half kilowatt required in excess of seven and one-half (7½) kilowatts. The second energy block shall then include all kilowatt hours in excess of the first energy block as adjusted for such additional energy.

C. Rates for electric service for Industrial Customers (defined as customers engaged in manufacturing, processing, or other large-scale operations whose electrical demand significantly exceeds typical commercial usage and materially affects the Town's distribution system capacity, reliability, or wholesale power costs) shall be dependent upon a Utility Impact Analysis, as required by Section 70-50, 4., which evaluates the proposed customer's impact on the Town's electric system, with potential for a Power Purchase Agreement (a contractual arrangement specifying terms of energy supply and pricing).

~~C.~~ D. Effective July 1, 2017, all customers billed on the rates described in subsections A ~~and B~~, and C, above, shall, in addition to the rates therein described, be subject to a Power Cost Adjustment (PCA) charge. The maximum Power Cost Adjustment amount charged for each kilowatt hour of energy sold by the Town may be adjusted according to the following formula:

$$\text{Max (PCA)} = C - (B \times S)$$

C = The estimated cost of delivered purchased power in dollars by the Town for the twelve-month period.

S = The estimated total kilowatt hours to be sold by the Town for the twelve-month period.

B = The average cost of delivered purchased power per kilowatt hour purchased by the Town which is recovered in the Town's retail rate schedules.

The maximum Power Cost Adjustment (PCA) will be computed according to the above formula for a twelve-month period beginning July 1st of each year, but the Town may choose to charge less than the maximum PCA calculated by this formula. Should it appear at any time during the twelve-month period that continued use of the PCA then in effect for the remainder of the twelve-month period will result in a substantial under/over recovery of the delivered cost of power purchased by the Town, then the Town may modify the PCA (up or down), above, to recover the applicable power cost more accurately.

~~D.1. For residential temporary electrical service not to exceed one hundred (100) amperes in capacity and requiring one (1) service drop existing distribution facilities will be charged a fee (Chapter 12).~~

~~2. For larger residential and commercial temporary services, the charge will be at the customers' expense. The Town will perform the installation and bill the customer for the actual costs of such installation, including labor, vehicle usage and materials used, less the value of any salvageable materials recovered during the removal process of the temporary service.~~

E. Charges for Installation of Residential Security Light Poles

1. The monthly rate for residential security lights shall be eleven dollars and seventy-eight cents (\$11.78)
2. There shall be no installation charge for residential security lights in the event that a utility pole is located in the immediate vicinity to which the dusk-to-dawn light can be connected.
3. In the event that no utility pole is available in the immediate vicinity on which a residential security

light can be installed, the installation will be at the customers' expense. The Town will perform the installation and bill the customer for the actual time and material costs of such installation.

4. The customer requesting the residential security light service must maintain the service for at least one full year or pay at least a total of twelve (12) installments of the rates as described above.

70-24—70-36 (RESERVED)

GENERAL REQUIREMENTS

70-50 ELECTRICAL CONNECTION AND CHARGES

There shall be an electrical connection charge as provided below for connection with electrical lines or system.

1. In new major subdivisions of five (5) lots or more, the developer, builder or customer shall provide excavation and installation with pull ropes of conduits for underground service. The developer, builder or customer shall provide the complete assembly of all street light poles. The connection charge for lots not exceeding one (1) acre in size shall be ~~two thousand five hundred dollars (\$2,500.00)~~ **four thousand five hundred dollars (\$4,500)**. The connection charge for lots ~~of at least one (1) acre but not exceeding two (2) acres in size shall be five thousand dollars (\$5,000.00)~~. The connection charge for lots ~~of at least two (2) but less than three (3) acres in size shall be seven thousand five hundred dollars (\$7,500.00)~~ exceeding one (1) acre in size shall be **ten thousand dollars (\$10,000)**.
2. **For the development of underground electrical service to a single lot, or to lots within a minor subdivision of less than five (5) lots, or to a small, single-phase commercial user, the connection charge shall be two thousand five hundred dollars (\$2,500)** ~~the developer, builder, or customer shall provide and set the meter base and shall provide excavation and installation of conduits with pull ropes for underground service from the meter base to the pole. After the building receives a satisfactory certification of the electrical inspection, the Town shall provide and install all other components of the service connection. The connection charge for such service shall be one thousand one hundred dollars (\$1,100.00)~~ provided the service line does not exceed one hundred twenty-five feet (125') in length. For any service line exceeding one hundred twenty-five feet (125') in length, the developer, builder, or customer shall be billed and shall pay to the Town on a times and materials basis for the actual time and materials expended by the Energy Services Department or its agents in performing the work. **For the development of an underground service the developer, builder, or customer shall set the meter base and shall provide excavation and installation of conduits with pull ropes for underground service from the meter base to the pole. For the development of overhead service, the developer, builder, or customer shall set the meter base, service mast, weather head and the wire from the meter base to the weather head, mast bracket, including an additional thirty-six inches (36") for the entrance service. After the building receives a satisfactory certification of the electrical inspection, the Town shall provide and install all other components of the service connection.**
3. ~~For the development on overhead service to a single lot, to lots within a minor subdivision, or to a small, single-phase commercial user, the developer, builder, or customer shall provide and set the meter base, service mast, weather head and the wire from the meter base to the weather head, mast bracket, including an additional thirty-six inches (36") for the entrance service. After the building receives a satisfactory certification of the electrical inspection, the Town shall provide and install the service drop and shall attach the drop to the entrance service. The connection charge for such service shall be one thousand one hundred dollars (\$1,100.00) provided the service line does not exceed one hundred twenty-five feet (125') in length. For any service line exceeding one hundred twenty-five feet (125') in length, the developer, builder, or customer shall be billed and shall pay to the Town on a times and materials basis for the actual time and~~

~~materials expended by the Energy Services Department or its agents in performing the work. The Town shall provide one (1) pole at no additional cost. For each additional pole required, the developer, builder or customer shall be billed and shall pay to the Town on a times and materials basis for the actual time and materials expended by the Energy Services Department or its agents in performing the work.~~

4.3. For the development of ~~large~~ commercial ~~and industrial~~ users on three-phase service, the developer, builder, or customer shall be responsible for pouring the transformer pad and installing the conduit with pull rope from the pole to the pad. The developer, builder or customer shall pay for the transformer and shall install the service entrance (conduit and conductor) from the building to the transformer pad. The Town will set the transformer and complete the connection at the pole and at both sides of the transformer. The developer, builder, or customer shall pay for and provide a serviceable and appropriate transformer suitable for customer's needs at the developer's, builder's, or customer's expense.

~~5. The connection charge for such service shall be three thousand five hundred dollars (\$3,500.00) provided the service line does not exceed one hundred twenty-five feet (125') in length. For any service line exceeding one hundred twenty-five feet (125') in length, the developer, builder, or customer shall be billed and shall pay to the Town on a times and materials basis for the actual time and materials expended by the Energy Services Department or its agents in performing the work. The Town Shall provide one (1) pole at no additional cost. For each additional pole required, the developer, builder or customer shall be billed and shall pay to the Town on a times and materials basis for the actual time and materials expended by the Energy Services Department or its agents in performing the work.~~ will be based on the estimated time and materials required by the Energy Services Department or its agents, as determined by the Director of Energy Services or their designee and shall be paid to the Town prior to the commencement of work. Upon completion of the work, the Town will reconcile the estimated payment with the actual time and materials expended. The Town will then either issue an additional invoice or provide a reimbursement to the developer, builder, or customer, as applicable.

4. For the development of industrial users who require a large electrical service, where the electric load will materially affect the towns distribution system capacity, reliability, or wholesale power costs, the developer, builder, or customer shall be responsible for conducting a Utility Impact Analysis (UIA) which evaluates the proposed customer's impact on the Town's electric system, certified by a Professional Engineer, containing:

- a. Projected peak & average load (MW).
- b. Power delivery plan from energy provider and impact shall include Backup Generator plans.
- c. Grid impact assessment: load studies, reliability analysis.
- d. Utility coordination documentation verifying capacity or required upgrades.
- F. Statement on cost/responsibility for infrastructure enhancements (e.g., private vs. public)

Costs identified in the UIA for infrastructure enhancements, etc. shall be at the developer's expense. All materials and infrastructure enhancements shall be dedicated to the Town of Front Royal for the operation, maintenance and repair of the electric system.

5. For residential and commercial temporary services, the charge will be at the customer's expense. The Town will perform the installation and bill the customer for the actual costs of such installation, including labor, vehicle usage and materials used, less the value of any salvageable materials recovered during the removal process of the temporary service.

70-63 MINIMUM ALLOWABLE AMPERAGE AND CHANGES IN LINE SERVICE FOR THE CONVENIENCE OF THE CUSTOMER

A. No service entrance shall be wired for less than one hundred (100) amperes. ~~unless the owner can show proof that a sixty (60) ampere service will be satisfactory for his total needs.~~

B. Electric line changes, including, but not limited to, service and amperage upgrades, made for the convenience and at the request of the customer, and not out of necessity, when and while allowed and subject to the approval of the Town, shall be installed, maintained, changed, relocated, replaced, or repaired at the expense of the customer. The Town will perform or provide for such installation, maintenance, change, relocation, replacement, or repair and bill the customer for the actual costs of such installation, maintenance, change, relocation, replacement, or repair, including labor, vehicle usage and materials used.

70-64 UNDERGROUND SERVICE CONNECTIONS

A. In an area served by overhead lines, when a customer desires that the service shall run underground from the pole to the building, ~~the owner shall install the requisite service equipment~~ the developer, builder, or customer shall set the meter base and shall provide excavation and installation of conduits with pull ropes for underground service from the meter base to the pole. The Energy Services Department shall be consulted as to the advisability of such a service and shall specify the meter location and the pole from which the service shall be run. ~~Either conductor suitable for underground installations in conduit or other cable approved for the purpose, shall be installed in accordance with the utility's specifications., shall be used.~~

B. If at any time the Energy Services Department needs to replace a pole supporting an underground service connection, installed as provided in Subsection A, the customer shall be notified of the time, and he shall have his electricians on hand to take care of the service while pole replacement is being made.

This ordinance shall become effective upon adoption.

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 _____, 2026 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 January 12 and January 16, 2026.

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: January 26, 2025

Item# 10A

Agenda Item: Purchase of ArcGIS Enterprise Software Licensing

Summary: Council is requested to consider approval of a request from the Department of Planning and Zoning for the purchase of ArcGIS Enterprise Software Licensing from Environmental Systems Research institute, Inc. (Esri), in the amount of \$90,537, over a 3-year period, \$30,179 annually. The software is to support the newly created GIS position, in its duties, analysis, and data management.

This procurement was conducted as a Sole Source purchase, in accordance with the Virginia Public Procurement Act guidelines. Esri, is the owner, manufacturer, and sole source provider of the U.S. domestic Small Municipal and County Government Enterprise Agreement.

Budget/Funding: Funding to purchase the ArcGIS Enterprise Licensing, implementation, and maintenance for year-1 are included in the following line item:

8101-R43005	Planning & Zoning – Maintenance Service Contract	\$25,980.00
8101-43005	Planning & Zoning – Maintenance Service Contract	<u>\$ 4,199.00</u>
		\$30,179.00

Meetings: Work Session held December 8, 2025

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

Proposed Motion: I move that Council approve the purchase of ArcGIS Enterprise Software Licensing from Environmental Systems Research institute, Inc. (Esri), in the amount of \$90,537, over a 3-year period, \$30,179 annually to support the newly created GIS position, in its duties, analysis, and data management.

Moved _____ Seconded _____

Wood _____ Veitenthal _____ Sealock _____ Rappaport _____ Ingram _____ DeDomenico-Payne _____



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-561194

Date: October 30, 2025

Customer # 114093 Contract # 00303016.3

Town of Front Royal
Information Technology Dept
102 E Main St
Front Royal, VA 22630-3337

ATTENTION: Charles Hutchings
PHONE: (540)-631-3629
EMAIL: chutchings@frontroyalva.com

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 10/30/2025 To: 1/28/2026

Material	Qty	Term	Unit Price	Total
193204	1	Year 1	\$30,179.00	\$30,179.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
193204	1	Year 2	\$30,179.00	\$30,179.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
193204	1	Year 3	\$30,179.00	\$30,179.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Jessie White

Email:

jwhite@esri.com

Phone:

(909) 793-2853 x7945

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

WHITEJ

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-561194

Date: October 30, 2025

Customer # 114093 Contract # 00303016.3

Town of Front Royal
Information Technology Dept
102 E Main St
Front Royal, VA 22630-3337

ATTENTION: Charles Hutchings
PHONE: (540)-631-3629
EMAIL: chutchings@frontroyalva.com

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 10/30/2025 To: 1/28/2026*

Subtotal:	\$90,537.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$90,537.00

The prices quoted herein are reflective of the State of Virginia's MPA contract #VA-230830-ESRI and are inclusive of shipping. Quoted products can be purchased through the State's eVA procurement system or by using a Purchase Order. To place an order using a purchase order, please sign and return the quote along with the purchase order. On the face of the purchase order, please print the following statement: "Subject to Master Purchase Agreement No. 00303016.0/VITA Contract No. VA-230830-ESRI"

Upon acceptance of the offer, the Town of Front Royal agrees to commit to the three-year term. Esri will invoice the Town of Front Royal for the annual fee, in advance, each renewal year. Invoices are to be paid within thirty (30) days of receipt of the invoice.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Jessie White

Email:

jwhite@esri.com

Phone:

(909) 793-2853 x7945

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-1)

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	15	ArcGIS Enterprise Contributor User Type	15
ArcGIS Online Mobile Worker User Type	100	ArcGIS Enterprise Mobile Worker User Type	100
ArcGIS Online Creator User Type	100	ArcGIS Enterprise Creator User Type	100
ArcGIS Online Professional User Type	20	ArcGIS Enterprise Professional User Type	20
ArcGIS Online Professional Plus User Type	20	ArcGIS Enterprise Professional Plus User Type	20
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	20 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	20 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	20	ArcGIS Location Sharing for ArcGIS Enterprise	20
ArcGIS Online Service Credits	50,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	15

Other Benefits

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“Case” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“Deploy”, “Deployed” and “Deployment” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“Fee” means the fee set forth in the Quotation.

“Maintenance” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“Master Agreement” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“Product(s)” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“Quotation” means the offer letter and quotation provided separately to Customer.

“Technical Support” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“Tier 1 Help Desk” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk.

“Tier 2 Support” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



Town of Front Royal Planning & Zoning

MEMO

TO: The Purchasing Department

FROM: Lauren Kopishke, Director of Planning

DATE: December 2, 2025

SUBJECT: Recommendation to Purchase ESRI Enterprise Licensing

The Department of Planning & Zoning has recently hired a GIS Coordinator. To meet the needs of this job and modernize the Town's GIS, there must be an upgrade to Enterprise GIS systems. This upgrade allows us to better protect, update, and manage our data, and allows for full GIS integration across multiple Town Departments.

Therefore, I recommend the purchase of ESRI's Enterprise Software Licensing for a period of 3 years and the total of \$90,537.00.

This purchase qualifies as a sole source procurement, as documented in the attached letter from ESRI, the exclusive provider of ArcGIS Enterprise Software. No other vendor or product is available that meets the same purpose or function.

Thank you,

Lauren Kopishke
Director of Planning
Town of Front Royal



SOLE SOURCE JUSTIFICATION FORM

Requesting Department: Planning & Zoning

Description of Commodities or Services: Procurement of Esri Licensing for Enterprise GIS

On the lines below initial all entries that apply to this procurement.

☒ Original manufacturer's equipment or parts subject to specific patent or copyright
(Please attach supporting documentation)

☐ Equipment or parts not interchangeable with similar parts or equipment of another manufacturer (Please attach supporting documentation)

☐ Original manufacturer's parts required to maintain equipment warranty
(Please attach copy of manufacturer's warranty)

☐ This is the only known equipment or part that meets the specialized needs of this department or perform the intended function (Please attach explanation)

☒ This is the only known vendor that can perform the repair, maintenance, or render the service. (Please attach supporting documentation)

☐ Commodities or services are only available from this vendor because of legal requirements. (Please attach explanation)

☐ None of the above apply (Please attach explanation)

Based on the above, I request that competitive purchasing procedures be waived and that the commodities or services be procured as a sole source procurement. I have obtained a price quote from this sole source vendor and the price has been determined to be fair and reasonable based on:

Circle one: History Cost of similar commodities or services

☒ Published prices

☐ Negotiated cost

The Town of Front Royal Procedures for Purchasing and Procurement Manual provides that written notification of a sole source purchase must be posted in a designated public area, published in a newspaper of general circulation, or posted on the Town of Front Royal web site.

Initiator: [Signature]
Signature

Date: 11/24/25

Verification by Department Head: Lauren Kopschke
Signature

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373



DATE: October 30, 2025

TO: Charles Hutchings, Town of Front Royal

FROM: Jackie Ricks, Contracts Specialist I, Contracts and Legal Services Dept.

RE: Esri Sole Source Justification for Small Municipal and County Government Enterprise Agreement

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). The Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Subject to the disclosures set forth below, Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri® software.

Esri has authorized certain resellers to resell Small Local Government Cloud-Based Enterprise Agreements for populations of less than 15,000.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.



Jackie Ricks



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: January 26, 2025

Item# 10B

Agenda Item: FY26 Budget Amendment for Grant Award Operation Ceasefire Forensic and Analytical Technology

Summary: Council is requested to approve a FY26 Budget Amendment in the amount of \$110,143.00 to receive funds from the Virginia Department of Criminal Justice Services' Operation Ceasefire Forensic and Analytical Technology Grant Program. The program provides funds to support a wide variety of successful initiatives aimed at disrupting and eliminating local cycles of violence across the Commonwealth.

The Town of Front Royal Police Department will use the grant funds to purchase technology equipment for rapid, accurate, 3D documentation of crime scenes and crash sites, allowing the ability to create a "digital twin" for forensic analysis, evidence preservation, and court presentation.

Budget/Funding: 1000-3310010	General Fund Grant Proceeds	\$110,143.00
3103-47001	Police Investigations Equipment	\$110,143.00

Meetings: Work Session January 5, 2026

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

Proposed Motion: I move that Council approve a FY26 Budget Amendment in the amount of \$110,143.00 to receive funds from the Virginia Department of Criminal Justice Services' Operation Ceasefire Forensic and Analytical Technology Grant Program for use by the Front Royal Police Department to purchase technology equipment for rapid, accurate, 3D documentation of crime scenes and crash sites, allowing the ability to create a "digital twin" for forensic analysis, evidence preservation, and court presentation.

Moved _____ Seconded _____

Wood _____ Veitenthal _____ Sealock _____ Rappaport _____ Ingram _____ DeDomenico-Payne _____



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

The Honorable Jackson H. Miller
Director

Tracy Louise Winn Banks, Esq.
Chief Deputy Director

Washington Building
1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
www.dcjs.virginia.gov

December 15, 2025

Brian Whited
Chief
900 Monroe Avenue
Front Royal, Virginia 22630

RE: 560082-2026 Operation Ceasefire Forensic and Analytical Technology

Dear Brian Whited:

We are pleased to inform you that your organization has been awarded a grant under the funding opportunity listed above. Your DCJS grant award number is **560361** and was approved for a total budget of **\$110,143**, through state funding. The project period is **1/1/2026** through **12/31/2027**.

Included with this letter is your Statement of Grant Award/Acceptance (SOGA), Special Conditions, Reporting Requirements, and Projected Due Dates. Please review these materials carefully. In addition, there may be Encumbrances, action items related to your grant award, that require your immediate attention. If applicable, these must be addressed and submitted through the On-line Grants Management System (OGMS) at <https://ogms.dcjs.virginia.gov>.

We are committed to supporting you throughout the life of your grant and are available to assist in any way to help ensure your project's success. To formally accept the award and its conditions, please sign the enclosed Statement of Grant Award/Acceptance (SOGA) and return it electronically within 60 days to grantsmgmt@dcjs.virginia.gov. If you have questions, contact your DCJS Grant Monitor **Jennifer Quitiquit** at **804-363-6027** or via email at Jennifer.Quitiquit@dcjs.virginia.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Jackson H. Miller".

Jackson Miller
Director

STATEMENT OF GRANT AWARD (SOGA)

Virginia Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, VA 23219

560082-2026 Operation Ceasefire Forensic and Analytical Technology

DCJS Grant Information

Please note grant awards are contingent on the availability of funding.

Subgrantee:	Front Royal, Town	DCJS Grant Number:	560361
UEI Number:	N7VQXJM58JP6	Indirect Cost Rate*:	%
Grant Start Date:	1/1/2026	Grant End Date:	12/31/2027

Award Amounts

State General Funds:	\$ 0
State Special Funds:	\$110,143
Local Match:	\$ 0
TOTAL BUDGET:	\$110,143

Authorized Officials

Project Director	Project Administrator	Finance Officer
Zachary King Major 900 Monroe Avenue Front Royal, Virginia 22630 540-635-2111 zking@frontroyalva.com	Brian Whited Chief 900 Monroe Avenue Front Royal, Virginia 22630 540-635-2111 bwhited@frontroyalva.com	Billy Wilson Finance Director/Assistant Town Manager 102 East Main Street Front Royal, Virginia 22630 540-635-9877 bwilson@frontroyalva.com

*If applicable, please indicate your ICR in the space provided and attach written documentation.

As the duly authorized representative, the undersigned, having received the Statement of Grant Awards (SOGA) and reviewing the Special Conditions, hereby accepts this grant and agrees to the conditions and provisions of all other Federal and State laws and rules and regulations that apply to this award. If there has been a change in an authorized official, cross out the information on the document and write the new contact information. Do not electronically alter this document.

Signature: _____
Authorized Official (Project Administrator)

Title: _____

Date: _____

560361 - Innovative Technologies for Forensic and Analytical Excellence

Grant Details

Funding Opportunity:	560082-2026 Operation Ceasefire Forensic and Analytical Technology
Funding Opportunity Due Date:	Oct 10, 2025 5:00 PM
Program Area:	Operation Ceasefire Grant Fund
Status:	Awarded
Project Start Date:	
Project End:	

Contact Information

Primary Contact Information

Name:	Major	Zachary	Michael	King	Suffix
	Salutation	First Name	Middle Name	Last Name	
Title*:	Major				
Email*:	zking@frontroyalva.com				
Address*:	900 Monroe Avenue				
	Front Royal	Virginia	22630	Zip +4	
	City	State/Province	Postal Code/Zip		
Phone*:	(540) 635-2111		Ext.		
	Phone				
	###-###-####				
Fax:	###-###-####				

Organization Information

Federal ID Number*:	546001299
Organization Name*:	Front Royal, Town
Organization Type*:	Town Government
SAM Validation:	Yes
SAM Expiration Date:	2026-05-21
SAM Status:	Active
SAM Exclusion Flag:	
SAM Type:	
Private Expiration Date:	
Organization Website:	For example: http://www.dcss.virginia.gov
Address*:	Town of Front Royal
	16 N. Royal Avenue

Front Royal Virginia 22630 Zip +4
City State/Province Postal Code/Zip

Phone*: (540) 635-7799 Ext.
###-###-####

Fax: ###-###-####

Faith Based Organization*: No

FIPS Code (Only Required for Local Government): 369-Front Royal

Face Sheet

Face Sheet

Select the congressional district(s) that will benefit from the program.

Congressional District(s)*: 10th,6th
Choose all that apply.

Best Practice?: For JJDP programs only.

Select all jurisdiction(s) served; if appropriate, select "STATEWIDE"

Jurisdiction(s) Served*: WARREN CO
Choose all that apply.

Click [here](#) to see if you are certified.

Certified Crime Prevention Community?* No

Type of Application*: New

Check the box(s) that best describes the applicant service area.

Community Setting*: Rural

In this space, provide a short description of the project.

Brief Project Overview*:

The Front Royal Police Department (FRPD) proposes a technology acquisition project to strengthen its ability to proactively prevent crime and conduct efficient forensic investigations, particularly for violent and gun-related offenses. This initiative addresses critical capability gaps by securing advanced forensic and biometric equipment. The ultimate objective is to enhance community safety by reducing gun and violent crimes, improving investigative efficiency, ensuring accurate evidence preservation, and holding dangerous offenders accountable.

Project Director

Name: Prefix Zachary M King Suffix
First Name Middle Name Last Name

Title*: Major

Address*: 900 Monroe Avenue
Address Line 2

Front Royal Virginia 22630 2935
City State Zip Code +4

Phone Number*: 540-635-2111

Fax Number:

Email Address*: zking@frontroyalva.com

Is the mailing address the same as the physical address?

Mailing Address*: Yes

Project Administrator

Name: Prefix Brian M Whited Suffix
First Name Middle Name Last Name

Title*: Chief
Address*: 900 Monroe Avenue
Address Line 2
Front Royal Virginia 22630 2935
City State Zip Code +4
Phone Number*: 540-635-2111

Fax Number:

Email Address*: bwhited@frontroyalva.com

Is the mailing address the same as the physical address?

Mailing Address*: Yes

Finance Officer

Name: Prefix Billy Middle Name Wilson
First Name Last Name

Title*: Finance Director/Assistant Town Manager

Address*: 102 E. Main Street

Address Line 2

Front Royal Virginia 22630 2935
City State Zip Code +4

Phone Number*: 540-635-9877

Fax Number:

Email Address*: bwilson@frontroyalva.com

Is the mailing address the same as the physical address?

Mailing Address*: Yes

Lobbying and Debarment (2025)

Lobbying and Debarment Certification

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Certification*: Yes

Project Administrator*: Brian Whited
First Name Last Name

Chief 10/10/2025
Title Date

Project Narrative Form

Project Narrative

Demonstration of Need*:

Uploaded as an attachment

Project Description*:

Uploaded as an attachment

Service Area Demographic/Target Population:

Service Area/ Target Population:

Uploaded as an attachment

Sustainment Plan:

Uploaded as an attachment

Status Reports

Claims

Goals and Objectives

Requested

If this is not requested, please indicate that here and then mark this form as complete.

Are Goals and Objectives required by the funding opportunity?: Yes

Goals and Objectives

Goal Number	Goal	Objective	Activities	Month (in which implementation step occurs)
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Uploaded as an attachment

Uploaded as an attachment

Contract Amendments

Site Visits

Contract

Encumbrances

Encumbrances

Status	Compliance Date	Description	Due Date	Hold Payment
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No Data for Table

Correspondence

Correspondence

Flag	Type	Date Sent	Date Time Sent	To	From	Subject	Message	Attachment	Attachment	Attachment	Attachment	Attachment
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No Data for Table

Equipment

Requested

If this is not requested, please indicate that here and then mark this form as complete.

Is Equipment being requested?: Yes

Equipment

Equipment Item	Cost Per Item/Monthly Rate	Total Number of Items/Number of Months	Total Cost	Federal Funds	State Funds	Special Funds	Cash Match	In-Kind Match	Equipment Total
Leica BLK360 laser scanner	\$59,755.00	1	\$59,755.00	\$0.00	\$0.00	\$59,755.00	\$0.00	\$0.00	\$59,755.00
Leica Zeno FLX100 GPS	\$9,641.00	1	\$9,641.00	\$0.00	\$0.00	\$9,641.00	\$0.00	\$0.00	\$9,641.00
Rofin Flare Plus V2 Alternate Light Source Kit	\$14,611.35	1	\$14,611.35	\$0.00	\$0.00	\$14,611.35	\$0.00	\$0.00	\$14,611.35
			\$84,007.35	\$0.00	\$0.00	\$84,007.35	\$0.00	\$0.00	\$84,007.35

Equipment Description and Justification

Equipment Item	Description of Equipment	Justification for Equipment
Leica BLK360 laser scanner	Uploaded as attachment	Uploaded as attachment
Leica Zeno FLX100 GPS	Uploaded as attachment	Uploaded as attachment
Rofin Flare Plus V2 Alternate Light Source Kit	Uploaded as attachment	Uploaded as attachment

Additional Documentation

Description	File Name	Type	Size	Upload Date
Equipment Description and Justification - FRPD	OCG Equipment Justification.pdf	pdf	91 KB	12/09/2025 06:45 PM

Equipment Totals

DCJS FUNDS

Federal Funds:	\$0.00
State Funds:	\$0.00
Special Funds:	\$84,007.35

Match Funds

Cash Match:	\$0.00
In-Kind Match:	\$0.00

Equipment Total

TOTAL:	\$84,007.35
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Closeout

Closeout Tasks

Category	Task	Anticipated Completion Date	Status	Completed Date	Description
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No Data for Table

Supplies & Other Expenses

Requested

If this is not requested, please indicate that here and then mark this form as complete.

Are Supplies & Other Expenses being requested?*: Yes

Supplies & Other Expenses

Supply/Item Requested	Cost Per Item/Monthly Rate	Total Number of Items/Number of Months	Total Cost	Federal Funds	State Funds	Special Funds	Cash Match	In-Kind Match	Supplies & Other Expenses Total
Nikon D850 DSLR Camera	\$2,299.95	6	\$13,799.70	\$0.00	\$0.00	\$13,799.70	\$0.00	\$0.00	\$13,799.70
Nikon SB5000 External Flash	\$439.00	5	\$2,195.00	\$0.00	\$0.00	\$2,195.00	\$0.00	\$0.00	\$2,195.00
Sirchie Advanced Laser Trajectory Kit #LFT200	\$840.95	2	\$1,681.90	\$0.00	\$0.00	\$1,681.90	\$0.00	\$0.00	\$1,681.90
Sirchie SEARCH Tactical Master Latent Print Kit	\$888.06	6	\$5,328.36	\$0.00	\$0.00	\$5,328.36	\$0.00	\$0.00	\$5,328.36
Mobile Fingerprint Identification System	\$3,130.00	1	\$3,130.00	\$0.00	\$0.00	\$3,130.00	\$0.00	\$0.00	\$3,130.00
			\$26,134.96	\$0.00	\$0.00	\$26,134.96	\$0.00	\$0.00	\$26,134.96

Supply/Item Requested Description and Justification

Supply/Item	Description of Supply/Item	Justification for Supply/Item
Nikon D850 DSLR Camera	Uploaded as an attachment	Uploaded as an attachment
Nikon SB5000 External Flash	Uploaded as an attachment	Uploaded as an attachment
Sirchie Advanced Laser Trajectory Kit #LFT200	Uploaded as an attachment	Uploaded as an attachment
Sirchie SEARCH Tactical Master Latent Print Kit	Uploaded as an attachment	Uploaded as an attachment
Mobile Fingerprint Identification System	Uploaded as an attachment	Uploaded as an attachment

Supplies & Other Expenses Totals

DCJS FUNDS

Federal Funds:	\$0.00
State Funds:	\$0.00
Special Funds:	\$26,134.96

Match Funds

Cash Match:	\$0.00
In-Kind Match:	\$0.00

Supplies & Other Expenses Total

TOTAL:	\$26,134.96
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Attachments

Attachments Required?

Are additional attachments required by the funding opportunity?*: Yes

Attachments

Description	File Name	Type	Size	Upload Date
Goals and Objectives - FRPD	OCG Goals and Objectives.pdf	pdf	90 KB	12/09/2025 06:45 PM
Memo from Town Manager authorizing signatory authority	OCG Authorization Memo.pdf	pdf	126 KB	12/09/2025 06:45 PM
OCG Equipment Description and Justification - FRPD	OCG Equipment Justification.pdf	pdf	91 KB	12/09/2025 06:45 PM

Budget

Budget

Budget Categories	Federal	State	Special	Total
Personnel	\$0.00	\$0.00	\$0.00	\$0.00
Consultant	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Subsistence	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$84,008.00	\$84,008.00
Supplies/Other	\$0.00	\$0.00	\$26,135.00	\$26,135.00
Indirect Cost	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$110,143.00	\$110,143.00

Funds From Other Sources

Source	Amount
No Data for Table	

Contract Document

Signed SOGA

Named Attachment	Required	Description	File Name	Type	Size	Upload Date
Original SOGA	✓	Original SOGA				
Revised SOGA		Revised SOGA				
Revised SOGA #2		Revised SOGA #2				

Award Package

Named Attachment	Required	Description	File Name	Type	Size	Upload Date
Original Award Package	✓	Original Award Package				
Revised Award Package		Revised Award Package				
Revised Award Package #2		Revised Award Package #2				

Authority Delegation

Named Attachment	Required	Description	File Name	Type	Size	Upload Date
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Additional Documentation

Description	File Name	Type	Size	Upload Date
No files attached.				

Authority Certification

Authority Certification

Authorized Individual*:

Brian

Whited

First NameLast Name

Chief10/10/2025

TitleDate

Operation Ceasefire – Equipment Justification Tables
Front Royal Police Department

1. Equipment Item	Leica BLK360 Laser Scanner
2. Cost per Item	\$59,755.00
3. Number of Items	1
4. Total Cost	\$59,755.00
5. Federal Funds	\$0.00
6. State Funds	\$0.00
7. Special Funds	\$59,755.00
8. Cash Match	\$0.00
9. In-Kind Match	\$0.00
10. Equipment Total	\$59,755.00
11. Description of Equipment	A high-precision laser scanner used to digitally document crime and accident scenes with centimeter-level accuracy. Includes software and accessories. A quote has been obtained from vendor.
12. Justification for Equipment	Will significantly reduce processing time and improve scene reconstruction accuracy for major incidents, including shootings and homicides.

1. Equipment Item	Leica Zeno FLX100 GPS
2. Cost per Item	\$9,641.00
3. Number of Items	1
4. Total Cost	\$9,641.00
5. Federal Funds	\$0.00
6. State Funds	\$0.00
7. Special Funds	\$9,641.00
8. Cash Match	\$0.00
9. In-Kind Match	\$0.00
10. Equipment Total	\$9,641.00
11. Description of Equipment	A GPS-enabled pole system used in conjunction with the Leica BLK360 to enhance scene measurement accuracy. A quote has been obtained from vendor.
12. Justification for Equipment	Enables pinpoint evidence location documentation, contributing to better court presentations and criminal prosecutions.

Operation Ceasefire – Equipment Justification Tables
Front Royal Police Department

1. Equipment Item	Rofin Flare Plus V2 Alternate Light Source Kit
2. Cost per Item	\$14,611.35
3. Number of Items	1
4. Total Cost	\$14,611.35
5. Federal Funds	\$0.00
6. State Funds	\$0.00
7. Special Funds	\$14,611.35
8. Cash Match	\$0.00
9. In-Kind Match	\$0.00
10. Equipment Total	\$14,611.35
11. Description of Equipment	A multi-head alternate light source (ALS) kit used to detect hidden evidence like gunshot residue, bodily fluids, and latent prints. A quote has been obtained from vendor.
12. Justification for Equipment	Essential for uncovering invisible evidence in violent crime and shooting scenes, improving evidence collection and case solvability.

Operation Ceasefire – Project Goals and Objectives

Front Royal Police Department

Goal Number	Goal	Objective	Activities	Month in Which Implementation Step Occurs
1	Enhance FRPD's ability to document violent crime and shooting scenes with precision and efficiency	Acquire and deploy Leica BLK360 laser scanner and Leica FLX100 GPS unit	Submit purchase order; Train detectives; Field deployment	January–March 2026
1		Achieve full integration of Leica equipment in 90% of violent crime scenes by end of Year 1	Evaluate usage; Conduct refresher training; Identify gaps	April–December 2026
1		Reduce average scene processing time by 30% by end of Year 2	Compare historical case data vs post-deployment stats	January–December 2027
2	Improve FRPD's ability to detect and recover latent evidence during crime scene processing	Deploy Rofin Flare ALS kit and updated Sirchie latent print kits to all criminal detectives	Order and issue equipment; Conduct usage training	January–March 2026
2		Document use of ALS in scenes involving suspected gun discharge by end of Year 1	Scene report evaluations; Perform progress reviews	April–December 2026
2		Recover and preserve latent prints in 50% more cases compared to baseline 2025 data	Compare print recovery rates pre- and post-deployment	Throughout 2027

Operation Ceasefire – Project Goals and Objectives

Front Royal Police Department

Goal Number	Goal	Objective	Activities	Month in Which Implementation Step Occurs
3	Improve photographic documentation and ballistic trajectory analysis in violent crimes	Replace outdated Nikon D7200s with Nikon D850 DSLR cameras and SB5000 flash systems	Procure and issue updated cameras/flash; Provide usage training	January–March 2026
3		Use Nikon and trajectory kits to complete full ballistic scene documentation in 80% of shooting cases	Scene checklist audits; Perform quality assurance reviews	April 2026 – December 2027
4	Enhance rapid field identification of firearm/violent offenders through mobile biometrics	Acquire and deploy mobile Rapid ID fingerprint device	Purchase device; Conduct officer training	January–March 2026
4		Increase identification of prohibited firearm possessors via Rapid ID in Year 1	Monitor usage and compare historical case data	April–December 2026
4		Increase field identification rate of unknown armed subjects in Year 2	Compare baseline field ID stats to post-deployment stats	January–December 2027



TOWN OF FRONT ROYAL

Town Managers Office

102 East Main Street
Front Royal, VA 22630
540-635-8007

JOSEPH W. PETTY

Town Manager

To: Chief Brian Whited, Front Royal Police Department

From: Joseph Petty, Town Manager

Cc: BJ Wilson, Assistant Town Manager/Director of Finance
Major Zachary King, Front Royal Police Department

Date: October 10, 2025

RE: Operation Ceasefire Grant (OCG) for Forensic and Analytical Technology

The Front Royal Police Department is preparing to apply for an Operation Ceasefire Grant (OCG) through the Virginia Department of Criminal Justice Services. The following individuals have been designated to specific roles for the grant process.

Project Director: Major Zachary King, Front Royal Police Department

Provide the name and contact information for the person who will have day-to-day responsibility for managing the project, and who will be the contact if DCJS needs project-related information.

Project Administrator: Chief Brian Whited, Front Royal Police Department

List the person who has authority to formally commit the organization to comply with all the terms of the grant application. This must be the city, county, or town manager or the chief elected officer of the locality, such as the Mayor or Chair of the Board of Supervisors. If someone other than one of these officials has been delegated the authority to sign and signs the grant application, provide a copy of the letter and memorandum or other document by which the signing authority was delegated.

Finance Officer: BJ Wilson, Assistant Town Manager/Director of Finance

List the individual who will be responsible for fiscal management of the funds.

Note: Appropriate internal controls necessitate three separate individuals fill the roles of the Project Director, Project Administrator, and Finance Officer. Confirm that the information provided is up to date.

Attachments: Contact Information

Town of Front Royal
Operation Ceasefire Grant (OCG) Contact Information

Project Director:

Major Zachary King
Front Royal Police Department
900 Monroe Avenue
Front Royal, VA 22630
540-635-2111
zking@frontroyalva.com

Project Administrator:

Chief Brian Whited
Front Royal Police Department
900 Monroe Avenue
Front Royal, VA 22630
540-635-2111
bwhited@frontroyalva.com

Finance Officer:

BJ Wilson
Assistant Town Manager/Director of Finance
102 E. Main Street
Front Royal, VA 22630
540-635-7799
bwilson@frontroyalva.com

Operation Ceasefire – Equipment Justification Tables
Front Royal Police Department

1. Equipment Item	Leica BLK360 Laser Scanner
2. Cost per Item	\$59,755.00
3. Number of Items	1
4. Total Cost	\$59,755.00
5. Federal Funds	\$0.00
6. State Funds	\$0.00
7. Special Funds	\$59,755.00
8. Cash Match	\$0.00
9. In-Kind Match	\$0.00
10. Equipment Total	\$59,755.00
11. Description of Equipment	A high-precision laser scanner used to digitally document crime and accident scenes with centimeter-level accuracy. Includes software and accessories. A quote has been obtained from vendor.
12. Justification for Equipment	Will significantly reduce processing time and improve scene reconstruction accuracy for major incidents, including shootings and homicides.

1. Equipment Item	Leica Zeno FLX100 GPS
2. Cost per Item	\$9,641.00
3. Number of Items	1
4. Total Cost	\$9,641.00
5. Federal Funds	\$0.00
6. State Funds	\$0.00
7. Special Funds	\$9,641.00
8. Cash Match	\$0.00
9. In-Kind Match	\$0.00
10. Equipment Total	\$9,641.00
11. Description of Equipment	A GPS-enabled pole system used in conjunction with the Leica BLK360 to enhance scene measurement accuracy. A quote has been obtained from vendor.
12. Justification for Equipment	Enables pinpoint evidence location documentation, contributing to better court presentations and criminal prosecutions.

Operation Ceasefire – Equipment Justification Tables
Front Royal Police Department

1. Equipment Item	Rofin Flare Plus V2 Alternate Light Source Kit
2. Cost per Item	\$14,611.35
3. Number of Items	1
4. Total Cost	\$14,611.35
5. Federal Funds	\$0.00
6. State Funds	\$0.00
7. Special Funds	\$14,611.35
8. Cash Match	\$0.00
9. In-Kind Match	\$0.00
10. Equipment Total	\$14,611.35
11. Description of Equipment	A multi-head alternate light source (ALS) kit used to detect hidden evidence like gunshot residue, bodily fluids, and latent prints. A quote has been obtained from vendor.
12. Justification for Equipment	Essential for uncovering invisible evidence in violent crime and shooting scenes, improving evidence collection and case solvability.

Operation Ceasefire – Supplies Justification Tables
Front Royal Police Department

1. Supply Item	Nikon D850 DSLR Camera
2. Cost per Item	\$2,299.95
3. Number of Items	6
4. Total Cost	\$13,799.70
5. Federal Funds	\$0.00
6. State Funds	\$0.00
7. Special Funds	\$13,799.70
8. Cash Match	\$0.00
9. In-Kind Match	\$0.00
10. Equipment Total	\$13,799.70
11. Description of Supply	Professional-grade DSLR cameras for capturing high-resolution images of crime scenes and evidence. A quote has been obtained from vendor.
12. Justification for Supply	Replaces outdated cameras no longer manufactured, ensuring crisp evidence documentation and long-term reliability in scene photography.

1. Supply Item	Nikon SB5000 External Flash
2. Cost per Item	\$439.00
3. Number of Items	5
4. Total Cost	\$2,195.00
5. Federal Funds	\$0.00
6. State Funds	\$0.00
7. Special Funds	\$2,195.00
8. Cash Match	\$0.00
9. In-Kind Match	\$0.00
10. Equipment Total	\$2,195.00
11. Description of Supply	External camera flash units to enhance forensic photography in low-light and detail-dependent conditions. A quote has been obtained from vendor.
12. Justification for Supply	Allows for consistent, high-quality scene documentation in all lighting conditions, aiding in accurate photographic representation of evidence.

1. Supply Item	Sirchie Advanced Laser Trajectory Kit #LFT200
2. Cost per Item	\$840.95
3. Number of Items	2
4. Total Cost	\$1,681.90
5. Federal Funds	\$0.00
6. State Funds	\$0.00
7. Special Funds	\$1,681.90
8. Cash Match	\$0.00
9. In-Kind Match	\$0.00

Operation Ceasefire – Supplies Justification Tables
Front Royal Police Department

10. Equipment Total	\$1,681.90
11. Description of Supply	Trajectory analysis kit used to reconstruct shooting scenes by measuring bullet paths and angles. A quote has been obtained from vendor.
12. Justification for Supply	Enhances FRPD's ability to accurately reconstruct shooting incidents, including officer-involved shootings and drive-by crimes.

1. Supply Item	Sirchie SEARCH Tactical Master Latent Print Kit
2. Cost per Item	\$888.06
3. Number of Items	6
4. Total Cost	\$5,328.36
5. Federal Funds	\$0.00
6. State Funds	\$0.00
7. Special Funds	\$5,328.36
8. Cash Match	\$0.00
9. In-Kind Match	\$0.00
10. Equipment Total	\$5,328.36
11. Description of Supply	Comprehensive latent print kits for identifying and lifting fingerprints at crime scenes. A quote has been obtained from vendor.
12. Justification for Supply	Provides detectives with standardized tools to collect latent prints, addressing current inconsistencies and equipment shortages.

1. Supply Item	Mobile Fingerprint Identification System
2. Cost per Item	\$3,130.00
3. Number of Items	1
4. Total Cost	\$3,130.00
5. Federal Funds	\$0.00
6. State Funds	\$0.00
7. Special Funds	\$3,130.00
8. Cash Match	\$0.00
9. In-Kind Match	\$0.00
10. Equipment Total	\$3,130.00
11. Description of Supply	Mobile biometric Rapid ID device for field identification of suspects using fingerprint scans. A quote has been obtained from vendor.
12. Justification for Supply	Enables officers to identify armed individuals in the field, potentially removing firearms from prohibited possessors before crimes occur.

Operation Ceasefire: Project Overview & Implementation

Need Statement

Front Royal, Virginia, is a town covering a geographical area of 9.5 square miles with a population of approximately 15,400 residents as of 2023. Front Royal is considered the gateway to Skyline Drive and Shenandoah National Park and is a growing tourist destination, thanks in large part to the variety of outdoors activities, restaurants, and shops available to visitors. The Front Royal Police Department (FRPD), a small department of 39 sworn officers, five of whom are detectives, are tasked with protecting the town's 15,000 residents and countless tourists.

Despite being a recreational destination with serene vistas, Front Royal, like any other community, is not invulnerable to violent crime. Between September 2020 to September 2025, a total of 294 people were victimized in Front Royal for a variety of Group A violent crimes, not including two homicides- one in 2024 and one in 2025 (See Table 1). This number does not include victimless crimes, such as known weapon law violations in Front Royal, which have occurred 131 times over the last five years. While crime rates fluctuate year-to-year, data shows that violent crime continues to persist in Front Royal. Between 2020 and 2025, a sampling of violent-natured and firearms-related calls show a total of 852 violent offenses were reported to Front Royal Police (See Table 2).

It is well documented that national crime rates- except for homicide- are often under-reported, and the numbers represented here are anticipated to be higher than what is shown. While no police department can feasibly eradicate violent crime entirely, action can be taken to enhance proactive measures in response to violent crime. Additionally, police departments can optimize their response to violent crime scenes to increase criminal apprehension and improve criminal prosecutions. Utilizing the latest technology to augment these proactive measures and responses is an important step in reaching these goals. As such, it is the mission of the Front Royal Police Department to make this community one of the safest in Virginia for residents and visitors alike, and the acquisition of state-of-the-art forensic and biometric technology is one-way FRPD intends to accomplish this mission.

Group A Violent Crime Type(s)	Total Number of Victims Sep. 2020-Sep. 2025	Total Number of Offenders Sep. 2020-Sep. 2025
Aggravated assault	63	57
Homicide	2	2
Rape	106	89
Robbery	14	13
Arson	7	6
Intimidation	145	129
Kidnapping/Abduction	25	28
Weapon law violations	N/A	131
<i>*Statistics compiled from FBI Crime Data Explorer</i>		

Table 1

Violent Crimes by Nature	2025	2024	2023	2022	2021	2020	Total
Assault (Simple & Aggravated)	80	103	124	108	124	128	667
Robbery	1	3	3	0	6	5	18
Burglary	1	1	1	0	2	0	5
Homicide	1	1	0	0	0	0	2
Shooting	0	2	0	0	4	2	8
Shots Fired	21	20	22	20	23	27	133
Stabbing	2	4	3	2	3	5	19
<i>*Statistics compiled from FRPD RMS</i>							852

Table 2

While a full strategic assessment has not been completed due to time constraints, the department's ongoing response to violent crime scenes has made it clear that enhanced equipment is essential. Currently, the Front Royal Police Department has no specialized forensic or computer-assisted technology which can accurately document an entire crime scene with 2 cm level accuracy. The department currently utilizes analog equipment to take measurements, such as tape measures, a measuring wheel, and one laser measuring tool. The department also has one dated trajectory kit which lacks some components. Due to this, measuring entire scenes with a high degree of accuracy- along with each item of evidence within the scene- is a time-consuming and labor-intensive task, often requiring more detectives assist with manual measuring than could be accomplished using a single Leica laser scanner and Leica GPS pole.

Currently, each FRPD detective is assigned one handheld Sirchie Blue Maxx UV light. The light assigned to each detective has limited power and emits only a small portion of ultraviolet light wavelengths, meaning that some forensic evidence may go undetected since detectives are not utilizing broader UV wavelengths to conduct scene searches. Additionally, FRPD has limited fingerprint kit equipment which is piecemealed together and distributed

among detectives. There is no consistency between latent print kits, which often lack required powders, brushes, and lifting materials. Lastly, FRPD currently has six dated Nikon D7200 DSLR cameras which Nikon no longer manufactures. These equipment deficiencies, when coupled with ample violent crime rates and only five criminal detectives, create a strain on personnel and departmental resources.

Project Description

The proposed project is intended to provide a rapid, comprehensive response to violent and gun-related crime by enhancing law enforcement's ability to quickly identify valuable forensic evidence and accurately document violent crime and death scenes. It is also intended to rapidly identify criminal offenders in the field who are otherwise prohibited from possessing firearms and most likely to commit violent crimes, ostensibly stopping violent crime before it can occur.

FRPD intends to carry out this project goal by acquiring technology designed to deliver fast, accurate crime scene documentation and reconstruction for later presentation in criminal proceedings as evidence. The required technology to implement this project includes a Leica BLK360 laser scanner and Leica FLX 100 Plus, which will be used to scan, measure, and document highly accurate replications of crime scenes. The plan also requires a Ronin Flare 8-head alternate light source (ALS) kit, Sirchie laser trajectory kits, Sirchie latent print kits, and Nikon D850 DSLR cameras along with Nikon SB5000 flash equipment.

In a proactive attempt to identify armed criminals in the field who refuse to identify themselves, and who officers otherwise have no other way to identify, the proposed project also includes the acquisition of a mobile Rapid ID device. This will allow officers to run fingerprint-based AFIS searches of armed and detained subjects to ascertain whether such non-compliant subjects are prohibited from possessing a firearm, ostensibly removing guns from the hands of dangerous criminals.

Once violent crime has been committed, a rapid and efficient response to the crime scene is needed. To ensure Front Royal detectives accomplish this, they will utilize the Leica BLK360 in conjunction with the Leica FLX 100 Plus to accurately and faithfully document the crime scene as it was found and without disturbing any

evidence at the scene. This 3D-rendering capability will be enhanced using high-resolution photography, which will be captured using Nikon D850 DSLR cameras and Nikon SB5000 camera flash equipment.

For shooting scenes, the needed Nikon cameras and flashes will also be used in conjunction with Sirchie laser trajectory kits and Ronin ALS kits to document ballistics information and to uncover and document hidden evidence, such as gunshot and primer residue- evidence which is invisible to the naked eye without the assistance of alternate light sources.

The Ronin Flare ALS kit can also be used in conjunction with specialized ultraviolet fingerprint powder to uncover difficult-to-find latent prints at crime scenes. As with other crime scenes, the Nikon D850 cameras and SB5000 flash equipment will be used to accurately document fingerprint evidence both in crime scenes and on tangible evidence. This will allow detectives to immortalize fingerprint evidence prior to manually lifting fingerprints using traditional techniques, such as lift tape. This ensures evidence is preserved, even if traditional methods to collect latent print evidence fail.

The Leica BLK360 scanner and FLX100 GPS pole, when used in conjunction with the Ronin ALS kit, updated Sirchie trajectory and fingerprint kits, and updated Nikon cameras, will give Front Royal detectives an unprecedented ability to process, document, and immortalize violent crime, death, and shooting scenes- a capability the department does not currently possess. Furthermore, after implementation of the proposed project and using mobile Rapid ID, frontline officers on the street will have the ability to identify criminals prohibited from possessing firearms and potentially remove guns from the hands of dangerous criminals before they ever have the opportunity to do harm.

To date, FRPD does not have budgetary allocations for specialized forensic equipment, such as the items being sought for this project. Only a modest equipment budget of \$3,500 exists for the Criminal Investigation Division, which is used to replace or acquire new equipment within the budgetary constraints. This proposed project will undoubtedly enhance the ability of FRPD personnel to rapidly identify violent criminals and prepare highly professional crime scene documentation and reconstructions for presentation in criminal proceedings, ensuring dangerous criminals are held accountable for their actions.

Project Implementation

The Front Royal Police Department has the established infrastructure, personnel, and procurement policies in place to ensure successful implementation of this equipment-based project. The department adheres to all Town of Front Royal and procurement guidelines to ensure proper fiscal accountability and compliance.

Upon grant award, the department will initiate purchasing procedures through its Finance and Purchasing Divisions, following internal purchasing thresholds, competitive quote requirements, and approval workflows. Staff members are experienced in managing state-funded grant purchases and ensuring timely acquisition, inventory tracking, and reporting.

Given the straightforward nature of this project, implementation will begin immediately upon award notification and proceed in accordance with the project timeline and budget.

Sustainment Plan

To ensure this project is sustainable for the Front Royal Police Department and community, only equipment quotes which had permanent licensing costs were sought from vendors. This was done to eliminate annual licensing costs and fees associated with necessary software to utilize the equipment.

The equipment acquired will come with a standard or extended warranty coverage lasting between 1 and 5 years, which includes maintenance, parts replacement, and technical support. These warranty periods will ensure that the equipment remains operational and compliant with manufacturer specifications without placing an immediate financial burden on the agency. Warranty documents and service terms will be retained on file for audit and compliance purposes. Once the warranty period expires, the department will assume responsibility for all ongoing repairs and maintenance. These costs will be funded through the operating budget, utilizing the Police Supplies and Repairs and Maintenance accounts to ensure there is no disruption in equipment usage.



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: January 26, 2025

Item# 10C

Agenda Item: Two (2) Year Extension of the Automated Systems Speed Enforcement Systems Agreement with Blue Line Solutions LLC

Summary: Council is requested to approve a two-year extension of the Automated Systems Speed Enforcement Systems Contract Agreement with Blue Line Solutions LLC. for the continued deployment of speed cameras for school zone speed enforcement during drop off and pickup hours in four (4) school zones [Warren County Middle School, Skyline Middle School, A.S. Rhodes Elementary School and Ressie Jeffries Elementary School].

Budget/Funding: 1000-3140104 General Fund – Automated Speed Fines

Meetings: Work Sessions held December 1, 2025 and January 5, 2026

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

Proposed Motion: I move that Council approve a two-year extension of the Automated Systems Speed Enforcement Systems Contract Agreement with Blue Line Solutions LLC. for the continued deployment of speed cameras for school zone speed enforcement during drop off and pickup hours in four (4) school zones [Warren County Middle School, Skyline Middle School, A.S. Rhodes Elementary School and Ressie Jeffries Elementary School].

Moved _____ Seconded _____

Wood _____ Veitenthal _____ Sealock _____ Rappaport _____ Ingram _____ DeDomenico-Payne _____

FRONT ROYAL, VA Y.O.Y. VIOLATION COMPARISON (2024 vs. 2025)

	MARCH			APRIL			MAY			JUNE			JULY			AUGUST			SEPTEMBER			OCTOBER			NOVEMBER			TOTAL		
	2024	2025	REDUCTION	2024	2025	REDUCTION	2024	2025	REDUCTION	2024	2025	REDUCTION	2024	2025	REDUCTION	2024	2025	REDUCTION	2024	2025	REDUCTION	2024	2025	REDUCTION	2024	2025	REDUCTION	2024	2025	REDUCTION
A.S. RHODES ES	159	59	62.9%	109	84	22.9%	170	97	42.9%	-	-	0.0%	-	-	0.0%	87	75	13.8%	309	104	66.3%	151	275	-82.1%	78	47	39.7%	1,063	741	30.3%
RESSIE JEFFRIES ES	1,203	526	56.3%	689	430	37.6%	835	395	52.7%	-	-	0.0%	-	-	0.0%	734	597	18.7%	893	642	28.1%	1,003	721	28.1%	450	392	12.9%	5,807	3,703	36.2%
SKYLINE MS	214	164	23.4%	138	134	2.9%	142	89	37.3%	-	-	0.0%	-	-	0.0%	46	70	-52.2%	146	158	-8.2%	292	173	40.8%	144	112	22.2%	1,122	900	19.8%
WARREN MS	560	390	30.4%	548	295	46.2%	680	409	39.9%	-	-	0.0%	-	-	0.0%	501	433	13.6%	678	546	19.5%	625	643	-2.9%	353	272	22.9%	3,945	2,988	24.3%
TOTALS	2,136	1,139	46.7%	1,484	943	36.5%	1,827	990	45.8%	-	-	0.0%	-	-	0.0%	1,368	1,175	14.1%	2,026	1,450	28.4%	2,071	1,812	12.5%	1,025	823	19.7%	11,937	8,332	30.2%

*JAN, FEB, DEC not listed due to enforcement starting in March (3/18/24) and report generated before the end of Decemeber

*PLEASE NOTE THESE ARE VIOLATIONS, NOT CITATIONS ISSUED

ADDED MONTHS (NO COMPARISON)				
	Dec '24	Jan '25	Feb '25	TOTALS
A.S. RHODES ES	82	812	898	1,792
RESSIE JEFFRIES ES	461	667	562	1,690
SKYLINE MS	140	174	163	477
WARREN MS	327	436	379	1,142
TOTALS	1,010	2,089	2,002	5,101

*PLEASE NOTE THESE ARE VIOLATIONS, NOT CITATIONS ISSUED

AN AGREEMENT BETWEEN

BLUE LINE SOLUTIONS, LLC.

AND

TOWN OF FRONT ROYAL, VIRGINIA



TRUEBLUE™
SPEED ENFORCEMENT | SCHOOL ZONE



AUTOMATED SPEED ENFORCEMENT SYSTEM AGREEMENT

THIS AGREEMENT is made this 24th day of October, 2023, by and between **Blue Line Solutions, LLC** (herein "BLS"), and the **Town of Front Royal, Virginia** (herein "Municipality"), within the Commonwealth of Virginia.

RECITATIONS

WHEREAS, the General Assembly of the Commonwealth of Virginia has authorized localities to enact ordinances to monitor, enforce and penalize violations of school zone and highway construction zone speed limits; and

WHEREAS, BLS has the legal possession and processes referred to collectively as the "Automated Speed Enforcement System" (herein "ASE" or "ASE System") and the "Manned Photo Laser System" (herein "MPL" or "MPL System"); and

WHEREAS, Municipality desires to use the ASE and MPL Systems to monitor excessive speeding infractions and other potential traffic violations, issue traffic notices of violations and evaluate traffic movement and safety, affirms it has no other such equipment or service provider, and has the right, power and authority to execute this Agreement; and

WHEREAS, Municipality relies on its duly-elected or appointed Chief or Sheriff for law enforcement functions, including speed and traffic enforcement, to include school zones and highway construction safety zones; and

WHEREAS, the Municipality has been a party to researching and instituting this additional enforcement and is included as a party to this agreement due to its role as the Municipality agency authorized to enforce this state code and Municipality ordinance;

NOW THEREFORE, the parties agree:

As used in this Agreement, the following words and terms shall apply:

"Agency" means national, federal, state or local law enforcement agency within the municipality charged with its law enforcement functions. This includes, but is not limited to any: Police Office or Department, Sheriff's Office or Department, Department of Public Safety, State Police Department, Highway Patrol, Ranger, etc.

"ASE System" or "APSE System" means Automated, Stationary Photo Speed Enforcement System, described as photographic traffic monitoring devices capable of accurately detecting a traffic infraction and recording such data with images of such vehicle.



"MPL System" means Manned Photo Laser System, described as photographic traffic monitoring equipment capable of accurately detecting a traffic infraction and recording such data with images of such vehicle.

"Municipality" means, any form of self-governing body or jurisdiction, incorporated or unincorporated, charged with the execution of duties for a specific locality as granted by national and/or regional laws within the United States. These include, but are not limited to a: hamlet; village; borough (boro), town, township, city, precinct, district, parish, county, or state.

"Notice of Liability" means a written notification or summons to the registered owner of a motor vehicle that is issued by a competent state or authorized law enforcement agency or by a court of competent jurisdiction relating to a violation that involves the motor vehicle owned by that registered owner as evidenced by the ASE and MPL System.

"Person" or "Persons" means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

"Violation" means failure to obey an applicable traffic law or regulation, including, without limitation, operating a motor vehicle in excess of the posted speed limit.

1. BLS AGREES TO PROVIDE:

The scope of work identified in Exhibit A.

2. MUNICIPALITY AGREES TO PROVIDE:

The scope of work identified in Exhibit B.

3. TERM AND TERMINATION

- a. The term of this Agreement shall be for 2 (two) years beginning on the date of the first notice of a liability is issued and payable and may be automatically extended for additional 2 (two) year periods at the sole option of Municipality. Either party may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement at least thirty (30) days prior to the expiration of the current term.

Either party shall have the right to terminate this Agreement by written notice:

- i) At any time during the term of this Agreement without cause and with 30-day notice, provided however, (a) if the Municipality terminates the Agreement prior to the expiration of the initial two (2) year term, the Municipality shall pay the applicable costs set forth in Exhibit C(2); and (b) the Municipality shall not terminate this Agreement without cause in the first year of the term;



- ii) If applicable law is changed so as to prohibit or substantially interfere with the operation or feasibility of either the ASE or MPL Systems or the parties' obligations under this Agreement;
 - iii) For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection may occur if the terminating party notifies the other party of its intent to terminate, stating the specific grounds therefore, and the other party fails to cure the default within sixty (60) days after receiving notice.
- b. Upon any termination of this Agreement, the parties recognize that BLS and Agency will use best efforts to continue to process any and all pending and legitimate traffic law Violations. Accordingly, the parties shall have the following obligations which continue during the termination process: Municipality shall cease using the ASE and MPL Systems, shall allow BLS to retrieve all equipment to BLS within a reasonable time not to exceed 60 days, and shall not generate further images to be processed. Unless reasonably agreed upon otherwise by both parties, BLS and the Agency shall continue to process all images and Violations that occurred before termination in accordance with this Agreement and BLS shall be entitled to all Fees (as described in Exhibit C) specified in the Agreement as if the Agreement were still in effect.
- c. Notwithstanding any provision to the contrary this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the ASE and MPL Systems or the underlying infractions are unconstitutional, illegal, or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the ASE and MPL Systems or the enforcement of the underlying infractions, shall also automatically terminate this agreement.
- d. Notwithstanding any provision to the contrary this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the ASE System or the underlying Infraction are unconstitutional, illegal or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the ASE System or the enforcement of the underlying infraction, shall also automatically terminate this agreement.

4. ASSIGNMENT AND EFFECT OF AGREEMENT

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the Municipality hereby acknowledges that the performance of BLS's equipment and obligations pursuant to this Agreement require a significant investment by BLS, and that, in order to finance such investment, BLS may be required to enter into certain agreements or arrangements with financial institutions or other similar



entities. The Municipality hereby agrees that BLS shall have the right to assign or pledge its rights under this Agreement in connection with any financing subject to the Municipality's prior written approval, which approval shall not be unreasonably withheld or delayed. The Municipality further agrees that in the event BLS provides written notice to the Municipality that it intends to assign or pledge its rights pursuant to this Agreement, and in the event that the Municipality fails to provide such approval or fails to object within thirty (30) days after its receipt of such notice from BLS, then BLS shall be free to effect such transaction.

This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and assigns as permitted by law.

5. FEES AND PAYMENT

The Municipality shall pay BLS for all equipment, services and maintenance based on the Service Fee schedule indicated in Exhibit C.

BLS shall collect and accumulate all payments to Municipality on a monthly basis and provide proper payment to Municipality on or before the 15th day of the following month. The Municipality shall defer all payments to BLS in order to provide a transparent audit process for all payment collected.

6. AVAILABILITY OF INFORMATION

BLS agrees that all relevant information obtained by BLS through operation of the ASE and MPL Systems shall be made available to the Agency at any time during BLS's normal working hours upon reasonable notice, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of Notices of Liability or the fulfillment of BLS's obligations to Municipality under this Agreement.

7. CONFIDENTIAL INFORMATION

No information provided by BLS to Municipality will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by BLS; however, nothing in this paragraph shall be construed contrary to the terms and provisions of any the "Virginia Freedom of Information Act" or similar laws, insofar as they may be applicable.

8. OWNERSHIP OF SYSTEM

It is understood by the Municipality that the ASE and MPL Systems and all associated hardware and software being provided by BLS is, and shall remain, the sole property of BLS, unless separately procured by Municipality. The ASE and MPL Systems are being provided to Municipality only pursuant to the terms of this Agreement. Municipality agrees that it shall not make any modifications to BLS's equipment, nor disassemble or perform any type or reverse engineering to the ASE and MPL Systems, nor infringe on any property or patent rights, nor cause or allow any other Person to do any of the foregoing. The parties agree that upon termination of this Agreement for any reason, BLS shall remove all easily removable equipment previously provided, except parts and equipment that have been installed, such as concrete footings and pads, poles and posts, and trenched utilities, or as otherwise agreed upon.



9. LEGAL COMPLIANCE

Municipality shall at all times comply with all federal, state, and local laws, ordinances, and regulations. Municipality acknowledges that, based on representations by BLS, it reasonably believes that the ASE and MPL Systems and associated summons procedures comply with federal, state, and local laws and ordinances.

10. INDEMNIFICATION

The Municipality shall at all times comply with all federal, state and local laws, ordinances and regulations. The Municipality acknowledges that they reasonably believe the ASE System and associated citation procedures comply with federal, state, and local laws and ordinances. The Municipality shall comply with the manufacturers procedures and recommendations for operation of the ASE System equipment.

BLS shall indemnify and hold harmless the Municipality against any claims arising from negligence or willful misconduct of BLS, its officers and directors, agents, attorneys, and employees.

11. LIMITED LIABILITY

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability arising out of or relating to this Agreement.

12. FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, unusually severe weather, epidemics, strikes, or governmental authority approval delays or denials. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

13. CORRESPONDENCE BETWEEN PARTIES

All notices required to be given under this Agreement shall be deemed provided upon the date postmarked when mailed by first class mail, or by registered mail, and addressed to the proper party at the address set forth in Section 21 below.

14. DISPUTE RESOLUTION

Both parties desire all disputes arising out of or in connection with this Agreement to be resolved through good-faith negotiations between the parties, and to be followed, if necessary, by professionally assisted mediation within 45 days. Any such mediator must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to attempt to



reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and remain confidential. Each party will bear its own costs in the mediation and will equally share the fees and expenses of the mediator.

15. ADDITIONAL SERVICES

Additional systems and services provided by BLS may be added to this Agreement by mutual consent of the parties. In the event the Municipality agrees to contract for other services provided by BLS or companies owned by Blue Line Holdings, LLC whether or not associated with the program herein, Municipality authorize BLS to withdraw invoiced amounts on a one-time basis, or monthly basis, whichever is chosen by the Municipality, as payment for products/services, subject to review and approval by the Municipality. Such services may include but are not limited to Automated License Plate Recognition Systems, Surveillance Cameras, Video Management Systems, or other related technologies.

16. VALIDITY AND CONSTRUCTION OF TERMS

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and all remaining provisions of this Agreement shall remain in full force and effect.

17. ENTIRE AGREEMENT

This Agreement replaces any previous agreements and discussions and constitutes the entire agreement between the parties with respect to the subject matters herein. No amendments, modifications, or alterations of the terms herein shall be binding unless the same is in writing and duly executed by the parties.

18. AUDIT RIGHTS

Each party shall have the right to audit the records of the other party pertaining to the Summons issued pursuant to this Agreement solely for the purpose of verifying the accuracy of payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight hours' notice, at mutually convenient times. The cost of any such audit shall be borne by the party requesting the audit. No audit shall violate the privacy rights of any individual.

19. COVENANT OF FURTHER ASSURANCES

All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments, and other documents that may be necessary or appropriate to carry out any of the terms, conditions, and provisions hereto or to carry out the intent of this Agreement.

20. NO AGENCY

The relationship between the parties shall be that of independent contractors, and the employees, agents and servants of either party shall in no event be considered to be employees, agents, or servants of the other party. This Agreement shall not create an agency relationship between BLS and Municipality and



neither party may incur any debts or liabilities or obligations on behalf of the other party, except as specifically provided herein.

21. NOTICES

Any notices or demand which under the terms of this Agreement or under any law shall be in writing shall be made by personal service, first class mail, or by certified or registered mail to the parties

at the following address:

Notices to Blue Line Solutions:

Mark Hutchinson, CEO
4411 Oakwood Dr.
Chattanooga, TN 37416

Notices to Town of Front Royal:

Joseph Waltz, Town Manager
102 E. Main Street
Front Royal, Virginia 22630

22. COMPLIANCE WITH LAWS

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, provided it is consistent with the intent of the parties as expressed in this Agreement.

23. PUBLIC INFORMATION & EDUCATION (PI&E)

BLS agrees to work with the Municipality toward implementation of a public information & education program preceding any enforcement. Such efforts will include press releases for TV, radio, newspaper, and internet, social media posts (content), & dissemination of information through the Municipality School System.

24. COOPERATIVE PROCUREMENT AGREEMENT

This agreement follows notice of cooperative procurement advertised by Wythe County, Virginia. Other Virginia local governments (counties, cities, towns) may, at their option, enter into agreement with *Blue Line Solutions, LLC* under the terms of this contract, which may be modified to the unique circumstances of each local government.

COOPERATIVE PROCUREMENT NOTICE: This solicitation is a cooperative procurement. Pursuant to Virginia Code Section §2.2-4304, any resultant contract from this solicitation may be extended to any public agency or body in the Commonwealth of Virginia to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms and conditions and specifications of this solicitation.

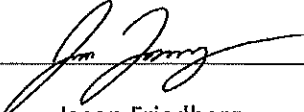


25. STATE LAW TO APPLY

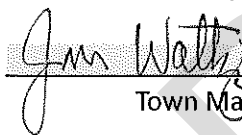
This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date accepted by the Customer.

Blue Line Solutions, LLC.


By: Jason Friedberg

Town of Front Royal, Virginia


Town Manager

Approved and authorized this 24 day of October, 2023.

Approved as to Form

Town Attorney



Exhibit A

BLS Obligations and Scope of Work

1. BLS at the request of Municipality shall perform an analysis on selected roadways to determine potential Violation rates and assess the most suitable locations for the ASE and MPL System equipment.
2. BLS shall provide the quantities of ASE and MPL System equipment as indicated on **Exhibit D**. From time to time, the parties may agree to add or subtract the number of ASE and MPL Systems to be provided and may modify the location(s) without penalty or additional cost to the Municipality if the parties agree in writing.
3. BLS shall provide an automated, web-based processing program for all valid Notices of Liability including image processing, mailing of the Initial Notice and a Reminder Notice, printing and mailing costs. The program shall be conducted in a timely manner to comply with any applicable statute of limitation for filing Notices of Liability. Subject to the approval and authorization from Agency, each Notice shall be delivered by First Class mail to the registered owner within the agreed or statutory period. Additional Notices or collections notifications may be delivered by First Class, Certified Mail-Return Receipt Requested, or by process servers for additional compensation to BLS as agreed by parties.
4. BLS shall provide reasonably available vehicle registration information necessary to issue Notices of Liability resulting from the ASE and MPL Systems, assuming BLS is authorized to receive such registration data, at no additional cost to the Municipality.
5. BLS shall provide the Agency with an Evidence Package to include a set of images with related documentation for each notice of violation contested.
6. BLS shall provide necessary training for persons designated by the Municipality and the Agency, and provide reasonable public relations resources to Municipality.
7. BLS shall maintain files with regular updates of specific Notices of Liability issued and shall update the status of all accounts based on the disposition information provided by General District Court, indicating payments received, Notices of Liability outstanding, and cases otherwise closed, dismissed or resolved.
8. BLS shall provide to the Agency a monthly report of ASE and MPL Systems results within fifteen days of the end of each calendar month. The report shall include the following information:
 - a. Total number of Violation events.
 - b. Total number of actionable Violation events.
 - c. Total number of Notices of Liability issued.
 - d. Total number of Notices of Liability paid.



- e. Such reports on ongoing operations as are required, or such other reports and documents as are mutually agreed upon between BLS and the Municipality.

BLS shall also provide a copy of the bank statement each month as part of the monthly reporting to Agency.

- 9. BLS shall provide all routine maintenance of ASE and MPL Systems equipment and timely respond to equipment repairs.
- 10. BLS will provide services and data for public information & education (PI&E) campaigns beginning thirty (30) days prior to the Thirty-Day warning period addressed in 11, below, and deployment of any school zone and/or construction zone enforcement program. BLS will continue to assist the agency with ongoing PI&E through the life of the program.
- 11. BLS will provide one (1) Thirty-Day warning period at no charge to municipality as part of this agreement. Additional warning periods, as requested by municipality, will be subject to the fees per Exhibit C.
- 12. BLS will provide data and reporting information as required by Virginia Code § 46.2882.1.B.9. for filing the report to the Department of State Police by January 15 of each year.
- 13. BLS will at all times comply with the non-disclosure of personal information requirements of §46.2-822.1 (7).



Exhibit B

Municipality Obligations and Scope of Work

1. The Agency shall ensure the programs and their enforcement procedures comply with all applicable law, and/or policies.
2. The Municipality agrees to direct its Agencies and departments to work with BLS with respect to required system and program implementation to the best of their ability and provide reasonable access to Municipality's personnel and facilities in order to permit BLS and the Municipality to fulfill the obligations under this Agreement.
3. The Municipality agrees to use due diligence in working with BLS in securing all necessary permits or other documentation necessary to operate ASE and MPL Systems under its control. Further, if ASE systems are operated in school zones or construction zones, Municipality shall also assist BLS in obtaining any other permits or authorizations from the appropriate school district, Department of Transportation, Municipality or other government agency, as applicable, for operation in such locations. Municipality shall provide any necessary permits at no cost to BLS.
4. The Municipality will make available to BLS their Public Works Department, Electricians, or other staff to determine locations of poles, placement of poles, gaining access to electricity hookup, etc. needed. Municipality will obtain all Municipality, state, and Municipality or special permits needed for placement of poles, electricity or any other service needed for the installation and usage of the ASE System.
5. The Municipality shall issue a letter to BLS showing its authorized use for pole identified for ASE System to be mounted.
6. The Agency shall ensure that each ASE and MPL System shall be in place and operating in areas of speed safety concern, barring unusual downtime for maintenance, weather, act of God or court order.
7. The Municipality shall diligently prosecute each valid Notice of Liability and make a reasonable effort to collect all fines. Further, the Municipality shall automatically transmit an electronic file in an agreed format to BLS with monthly updates of all Notice of Liability disposition information provided by the Municipality indicating payments received or cases otherwise closed, dismissed or resolved for contested violations.
8. The Agency shall cause an authorized officer of the agency to carefully review each potential Violation captured by the ASE and MPL System and shall transmit an electronic signature to each Notice of Liability approved by Municipality.
9. The Municipality hereby acknowledges and agrees that the decision to issue a Notice of Liability shall be the sole, unilateral and exclusive decision of the authorized officer in such officer's sole discretion, and in no event shall BLS have the ability or authorization to make a Notice of Liability decision.



10. The Municipality has available a judge or hearing officer and court facilities to schedule and hear disputed citations.
11. The Municipality shall provide customary fine collection services for all final dispositions for contested violations. The Municipality agrees to reasonably pursue payments of valid Notices of Liability.
12. The Agency shall complete and sign any necessary letters to NLETS authorizing BLS to retrieve vehicle data records for processing.
13. As necessary, Agency shall provide assistance to BLS in obtaining access to vehicle ownership records data, and if requested, provide a letter and support for BLS to use with appropriate licensing bureau agencies indicating that BLS is acting as an authorized agent of Municipality for the purposes of accessing vehicle ownership information on behalf of Municipality.
14. If the Agency operates the ASE systems in school zones, Agency shall supply BLS with appropriate school schedules and times for pre and ongoing programming of cameras and other system equipment for use, as provided by the school system. The Municipality and/or the Agency shall also notify BLS of any unscheduled school closings or disruptions in normal schedule. This includes early dismissals, snow days, school cancellations, etc. BLS shall wait one business day to process any violations received, so as to ensure adequate time is given for any potential such notification. The Agency shall have the ability to turn off the ASE System during unpermitted use periods, and may make a written request for BLS to turn off the ASE System during unpermitted time periods.
15. The Municipality shall promptly reimburse BLS for negligent or intentional damage to the ASE and MPL System caused by Municipality, its employees, or authorized agents.
16. The Municipality shall provide a project manager or other designated individual with authority to execute Municipality's responsibilities under the Agreement.
17. The Municipality shall be responsible for reporting unpaid citations to the Department of Revenue in accordance with statutory requirements, if applicable. BLS will assume this responsibility on written authority provided by the Municipality.
18. The Agency will notify BLS of any changes in the Agency's authorized point of contact personnel for purposes of CJIS access and compliance.
19. The Municipality agrees to operate all ASE systems as per Exhibit E.
20. The Municipality agrees to provide and maintain current all information requested on Attachment A.



Exhibit C

Virginia Service Fees

Virginia Code authorizes collection of a civil penalty up to \$100 for speeding violations of 10 miles per-hour or more in school and construction zones. The Municipality agrees to pay BLS a fee of \$20.00 per violation event processed which will be subtracted from the Municipality's gross receipts of paid summonses. Fee(s) as itemized below, and as modified by the March 31, 2023 letter addressed to "Chief or Sheriff" (Attachment B), include:

1. Blue Line Solutions, turn-key Automated Speed Enforcement System for all ASE and MPL Systems equipment, including;
 - a. Installation, infrastructure including; Communications and wireless integration
 - b. Ongoing service and maintenance
 - c. All website and Call Center Support.
 - d. Citation issuance and mailing; first mailed notice, second reminder mailed notice.
 - e. e. Processing Services
 - i. BLS shall provide processing services, which will include the following:
 1. Summons processing of speeding violations
 2. Agency summons approval process
 3. Summons Mailing
 4. Returned Mail
 5. Change of Address (COA) lookup
 6. COA Summons Reissue
 - ii. Affidavit process as defined in Code of Virginia §46.2-882.1, Section 3
 - iii. Affidavit process as defined in Code of Virginia §46.2-882.1, Section 5 "a notice of (i) the summoned person's ability to rebut the presumption that he was the operator of the vehicle at the time of the alleged violation through the filing of an affidavit as provided in subdivision 3".
 - iv. Reports as required by §46.2-882., Section 9



v. Payment Services for collections of summons payments

1. Call Center Support
2. Mail Center Support
3. Web Payment Support
4. vi. Court Liaison Services
 1. Evidential case information on each contested summons
 2. Assistance with establishment of court process
2. Costs associated with the ASE System installation, infrastructure, development, and implementation are recovered/amortized equally and monthly by BLS over the initial term of this agreement from net revenue generated and apportioned to BLS under this revenue sharing agreement. In the event the agreement is terminated by the Municipality as allowed by Section 3.a.(i), prior to the end of the initial term of this agreement and, hence, the full recovery/amortization of above stated costs by BLS, the Municipality will be responsible for the balance.

The parties agree the cost of installation, infrastructure, development, and implementation of the ASE System is \$75,000 per installed ASE System zone(s), and upon early termination under Section 3.a.(i) prior to the end of the initial term of this agreement. Full payment of all such costs will be due within ninety (90) days after the date of early termination.

3. Additional Warning Periods

BLS will provide one (1) Thirty-Day warning period at no charge to Municipality as part of this agreement. The fee for additional warnings shall be \$25.00 per processed warning and shall be subtracted from the Municipality's gross receipts of paid summonses.

4. Additional & Special Reporting Requests

Additional requests for special reports or additional information beyond the scope of this agreement may be subject to additional fees.

5. Violation Information Sheet

Optional: BLS will make available a Violation Information Sheet (VIS) for mailing with Violations. The VIS will include general information about the automated speed enforcement program, the varying methods in which it is administered and traffic related statistics to validate the need for the program. The fee for this service will be \$2.50 per mailed Violation and shall be subtracted from the Municipality's gross receipts. ☐ Place X in box if declined.



6. Fees Charged to Violators

A credit card convenience fee of \$5.90 to be charged to the violator using a credit card (unless prohibited by state statute) for Violation payment processed manually for phone payments. Such convenience fees shall be collected by BLS during payment of Violation and shall not be shared with Municipality or included in Municipality's share of Revenue.

7. Pricing Alteration

This pricing may be changed by agreement of both parties in the event the General Assembly changes allowable charges by statute.

COPY



Exhibit D

Number and Locations of ASE and MPL System Equipment

1. The number of ASE and MPL Systems, as well as the locations for equipment installation will be determined after a careful analysis by the Municipality, the Agency and BLS personnel, considering traffic dynamics, volume, and safety assessments on the Municipality's roadways. Based upon such analysis, BLS and the Municipality have determined the following:
 - a. (8) ASE System(s) will be provided: Unit quantity may be changed without contract amendment.
 - b. (0) MPL System(s) will be provided: Unit quantity may be changed without contract amendment.

2. Radar Feedback Signs

BLS will provide and install radar speed signs for ASE System to be utilized in school zones, where permitted by law. BLS will provide service/maintenance on the signs throughout the term of this agreement. The signs will be installed at the discretion on BLS, and as per approved site construction plans, generally one (1) per ASE System. Notwithstanding the foregoing, the parties agree that the Municipality shall be responsible for assisting BLS in the placement, service, installation and obtaining any regulatory approval related thereto.

3. Automated License Plate Recognition (ALPR) Cameras

After thirty (30) days of automated speed enforcement operation, BLS may choose to provide Automated License Plate Recognition (ALPR) cameras as the number of ASE Systems under this agreement, at no additional charge to the Municipality, as long as this agreement remains in effect, and provided that Municipality operates each ASE system for the maximum time and at the minimum enforceable speed as allowed by law. Such ALPR cameras must be installed as part of the ASE infrastructure. Additional ALPR systems may be purchased as described in Section 15 of this agreement.

4. Expert Witness

BLS shall provide an expert witness as reasonably necessary to establish judicial notice for contested Violations to establish the accuracy and technical operations of the ASE and MPL Systems.



Exhibit E

Automated Speed Enforcement (ASE) System Operations

1. Operating Times

Municipality agrees that ASE Systems will be operated in designated areas for the maximum time permitted by law.

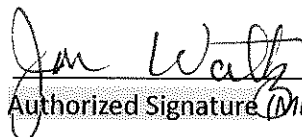
2. Operating Speeds

Municipality agrees that ASE Systems will be operated in designated areas at the minimum enforceable speed limit permitted by law.

3. School Zone Flasher Schedule

As outlined in Exhibit B-14

Agreed to this date: 10/24/23

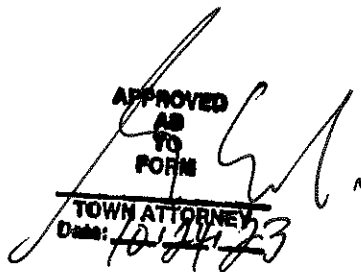

Authorized Signature (Municipality)

10/24/23
Date


Signature

10-03-2023
Date

Blue Line Solutions, LLC
4411 Oakwood Dr.
Chattanooga, TN 37416


APPROVED
AS TO
FORM
TOWN ATTORNEY
Date: 10/24/23



Attachment A

Blue Line Solutions, LLC
3903 Volunteer Dr., Suite 400
Chattanooga, TN 37418
423.333.0490



AGENCY: _____
AGENCY CONTACT: _____
CONTACT NUMBER: _____
ADDRESS: _____
DATE VERIFIED: _____
SIGNATURE: _____

The information requested below is vital for the speed enforcement program. We ask that you fill out the form below to ensure that Blue Line Solutions provides the exact data required for each school zone where there will be enforcement and reporting.
Please contact and visit the schools to ensure school zone times and posted speed limits are correct.

School Name: _____						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: _____ Afternoon: _____	Bell Times: _____ Mid-Day Enforcement: _____
					Morning: _____ Afternoon: _____	Bell Times: _____ Mid-Day Enforcement: _____
					Morning: _____ Afternoon: _____	Bell Times: _____ Mid-Day Enforcement: _____
					Morning: _____ Afternoon: _____	Bell Times: _____ Mid-Day Enforcement: _____

School Name: _____						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: _____ Afternoon: _____	Bell Times: _____ Mid-Day Enforcement: _____
					Morning: _____ Afternoon: _____	Bell Times: _____ Mid-Day Enforcement: _____
					Morning: _____ Afternoon: _____	Bell Times: _____ Mid-Day Enforcement: _____
					Morning: _____ Afternoon: _____	Bell Times: _____ Mid-Day Enforcement: _____

School Name: _____						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: _____ Afternoon: _____	Bell Times: _____ Mid-Day Enforcement: _____
					Morning: _____ Afternoon: _____	Bell Times: _____ Mid-Day Enforcement: _____
					Morning: _____ Afternoon: _____	Bell Times: _____ Mid-Day Enforcement: _____
					Morning: _____ Afternoon: _____	Bell Times: _____ Mid-Day Enforcement: _____

School Name: _____						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: _____ Afternoon: _____	Bell Times: _____ Mid-Day Enforcement: _____
					Morning: _____ Afternoon: _____	Bell Times: _____ Mid-Day Enforcement: _____
					Morning: _____ Afternoon: _____	Bell Times: _____ Mid-Day Enforcement: _____
					Morning: _____ Afternoon: _____	Bell Times: _____ Mid-Day Enforcement: _____

TRUEBLUE
SPEED ENFORCEMENT | SCHOOL ZONE

School Zone Speed Study Verification Form - Rev. 01/12/2023

TRUEBLUE

Initial of Authorized Signature 



Attachment B



BLUE LINE SOLUTIONS, LLC

3903 VOLUNTEER DR, SUITE 400

CHATTANOOGA, TN. 37416

March 31, 2023

Dear Chief or Sheriff,

On behalf of Blue Line Solutions, LLC (BLS). I would like to thank you for reviewing our TrueBlue™ automated enforcement program. During discussions with the county/city administration, we understand there were some questions about the processing fee stated in the proposal materials and contract. I would like to take the opportunity to respond to the question.

Question:

If the City, County or Town issues a number of citations, accruing a fee for each processed citation, and payments of those citations are insufficient such that the revenue does not cover the processing fees, will the locality owe the difference?

Answer:

No. If such revenue is not sufficient to pay the fees accrued in each month, they will carry over to the following month. However, if the program is concluded, and the county still has unpaid accrued fees, BLS will NOT invoice, nor ask for payment of the non-paid fees.

It is not the goal of BLS to place the locality in a position to pay BLS for any uncollected fee. BLS will NEVER send the city, county, or town an invoice regarding these fees, ever. It is our goal to be a long-term partner with a focus on reducing the number of speeding vehicles traveling through school zones and construction zones throughout the locality.

If you have any questions, please feel free to reach out to me. I can be reached at 423.333.0490 or by email at mark@bluelinesolutions.org

Sincerely,

Mark Hutchinson
Founder & CEO



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: January 26, 2025

Item# 10D

Agenda Item: Standard Operating Procedures for Front Royal Small Unmanned Aircraft Systems (sUAS) Operations

Summary: Council is requested to consider approval of the Standard Operating Procedures for Front Royal Small Unmanned Aircraft Systems (sUAS) Operations for the Town of Front Royal, as presented.

Budget/Funding: N/A

Meetings: Work Session held January 12, 2026

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

Proposed Motion: I move that Council approve the Standard Operating Procedures for Front Royal Small Unmanned Aircraft Systems (sUAS) Operations for the Town of Front Royal, as presented.

Moved _____ *Seconded* _____

Wood _____ *Veitenthal* _____ *Sealock* _____ *Rappaport* _____ *Ingram* _____ *DeDomenico-Payne* _____



Standard Operating Procedure

Small Unmanned Aircraft Systems Operations (sUAS)

DRAFT

Purpose

To establish guidance for the management and deployment of **Small Unmanned Aircraft Systems (sUAS)** for the Town of Front Royal.

Scope

The mission of the Town's sUAS program is to provide aerial support and assistance to municipal departments in situations where aerial imagery or intelligence enhances the efficiency, effectiveness, or safety of public service operations. All sUAS operations shall be conducted in compliance with applicable Local, State, and Federal laws.

Policy

The Town's sUAS program operates under the authority of **Title 14, Code of Federal Regulations (CFR), Part 107**, as established by the **Federal Aviation Administration (FAA)**, with the **Risk Management Department** designated to administer the program. Only remote pilots holding a valid **FAA Part 107 Remote Pilot Certificate** are authorized to operate Town-owned sUAS in the course of official duties. All audio, video, and data collected during sUAS operations shall be handled in accordance with applicable Town policy, as well as Local, State, and Federal laws. Prior to any mission, remote pilots or mission supervisors shall determine whether additional FAA authorizations or waivers are required for the planned operation.

Safety is the top priority in all sUAS operations. Deployment decisions shall consider the safety of personnel, the public, and surrounding airspace. Only supervisory staff may request the activation or deployment of sUAS assets. The Town has adopted sUAS technology to support municipal functions across a variety of authorized scenarios. All deployments must fall within one of the following eight operational use cases:

- Search & Rescue
- Tactical & Scene Support
- Flood & Storm Response
- Utility Infrastructure Inspection
- Power Line Assessment
- Outage & Obstruction Sweep
- Development & Mapping Operations
- Tourism & Special Events

Organization

The Town's sUAS program is administered by the Risk Management Department (hereafter referred to as the **sUAS Administrator**), which serves as the central coordinator for sUAS operations, oversight, and coordination. To support this structure, the program is organized into a defined hierarchy of roles and responsibilities that ensure the safe, accountable, and effective deployment of sUAS assets. This framework allows for centralized mission oversight, consistent operational standards across departments, and designated personnel to respond efficiently to both routine and emergent deployment needs. All program activity shall be conducted in accordance with established procedures and applicable regulations.

Program Structure

- **sUAS Administrator**

The sUAS Administrator, designated by the Town Manager within the Risk Management Department, serves as the program manager and a certified Municipal Remote Pilot-in-Command (MRPIC). The Administrator oversees the program, assigns Municipal RPIC missions, verifies all pilot certification and training, and maintains program and equipment records. The Administrator also reviews and audits all mission documentation from both Police and Municipal RPICs to ensure compliance with FAA regulations, Town policies, and data retention standards. When serving as an RPIC, the Administrator assumes lead technical responsibility for the flight, including go/no-go determinations, mission execution, adherence to FAA regulations and Town policy, and completion of required documentation and data retention.

- **Police Remote Pilots-in-Command (PRPICs):**

Police RPICs are certified personnel within the Front Royal Police Department authorized to conduct flight operations in support of law enforcement missions. PRPICs are assigned by the Chief of Police and operate under departmental command structure. However, all Police RPICs must comply with this policy, FAA regulations, and Town procedures, and are required to submit all mission documentation, post-flight reports, training logs, and data retention materials to the sUAS Administrator for review and retention.

- **Municipal Remote Pilots-in-Command (MRPICs):**

Municipal RPICs are certified personnel authorized to conduct flight operations in support of Town departments such as Community Development and Tourism, Energy Services, Planning and Zoning, and Public Works. MRPICs are assigned by the sUAS Administrator and operate under the program command structure. All Municipal RPICs must comply with this policy, FAA regulations, and Town procedures, and are required to submit all mission documentation, post-flight reports, training logs, and data retention materials to the sUAS Administrator for review and retention.

Operational Roles

- **Remote Pilot-in-Command (RPIC):**

The RPIC is responsible for all aspects of flight safety, compliance, and decision-making, including go/no-go determinations and mission execution. All RPICs shall possess a valid FAA Part 107 Remote Pilot Certificate. RPICs shall also ensure proper documentation is completed before and after each flight in accordance with Town procedures.

- **Visual Observer (VO):**

The VO assists the RPIC by maintaining visual line of sight and providing situational awareness. While not required to be FAA Part 107 certified, VOs shall be trained and authorized under Town procedures. They serve a critical role in identifying potential hazards and communicating changes in the environment to the RPIC.

- **Operations Liaison (OL):**

The OL is responsible for supporting operations by handling flight logs, coordinating radio communications, managing data, and serving as a liaison to other departments or officials. This position helps ensure mission records are accurate, accessible, and that interagency coordination is maintained when needed.

The preferred crew for standard sUAS operations is three (3) members: one Remote Pilot-in-Command (RPIC), one Visual Observer (VO), and one Operations Liaison (OL). This configuration supports both safe operations and complete documentation. However, single-operator missions (RPIC only) are permitted when compliant with protocol and mission complexity allows for it.

Procedures

The following procedures establish the operational framework for all Town-authorized sUAS activity. These protocols are designed to promote safe, lawful, and coordinated flight operations across departments, whether conducted in routine or emergency circumstances. All flight activity, whether pre-planned or rapidly deployed, shall be conducted under the direction of certified personnel, with documentation and compliance measures maintained throughout the mission lifecycle. The procedures below shall be always followed to ensure accountability, mission readiness, and regulatory compliance.

- The Town shall obtain and maintain all required FAA certifications, registrations, and authorizations prior to any operation. All designated RPICs shall maintain active FAA Part 107 Remote Pilot Certificate status and complete periodic Town-approved training to ensure operational proficiency, regulatory awareness, and mission readiness.

- **Emergency sUAS deployments:** For law-enforcement emergencies, the Front Royal Police Department may activate a designated PRPIC consistent with the warrant exceptions in **Code of Virginia §19.2-60.1(C)** (e.g., Amber/Senior/Blue Alerts, immediate danger to any person, crash reconstruction, consent, hot pursuit, certain critical-infrastructure incidents). The PRPIC shall notify the sUAS Administrator as soon as practicable and ensure that all standard deployment procedures and documentation requirements are followed. Deployment records shall be submitted to the sUAS Administrator for post-incident review and retention.
- For any sUAS operation by law-enforcement that does not fall within the warrant exceptions outlined in **Code of Virginia §19.2-60.1(C)**, a search warrant shall be obtained if there are specific and articulable grounds to believe the flight may collect evidence of criminal activity or intrude upon a reasonable expectation of privacy. This requirement applies unless a person with legal authority consents to the warrantless search.
- **Non-Emergency sUAS deployments:** All service requests shall be submitted to the sUAS Administrator. Requests shall be reviewed and assigned to an available MRPIC when appropriate. Departments shall **NOT** contact remote pilots directly to initiate flight operations.
- Personnel shall **NOT** use personal sUAS when conducting official Town business. All sUAS operations shall be conducted using Town-owned and approved equipment to ensure compliance with maintenance standards, data retention policies, and insurance coverage. Use of personal equipment introduces uncontrolled risk and is strictly prohibited unless explicitly authorized by the sUAS Administrator for training or demonstration purposes only.
- Prior to flight operations, sUAS team members shall complete a Pre-Flight Checklist (see attached) and report any conditions that may pose a safety concern. A pre-flight inspection of the sUAS shall be performed in accordance with the manufacturer's recommendations and all applicable FAA limitations and restrictions.
- All radio communications with manned or unmanned aircrafts shall comply with applicable FAA requirements. During sUAS operations, communications with public safety personnel and sUAS team members shall be kept concise to avoid interfering with broader incident operations. When possible, alternate radio talk groups should be used to isolate flight communications from primary operational channels. When communicating with incident command or other municipal services, the designated aircraft unit identifier (e.g., "DR-001") shall be used for clarity and accountability.
- All post-flight operations shall be documented in the designated sUAS team logbook, including Mission Type, Reason for Flight, Date & Time, Location, Weather, Approving Supervisor & Department, Assigned Personnel, and a concise Summary of the Operation. Upon mission completion, a Post-Flight Checklist (see attached) shall be conducted in accordance with the manufacturer's recommendations.

Restrictions on sUAS Usage

All sUAS assets shall **ONLY** be deployed in support of official Town operations, including public safety missions, public service activities, training, public education, and other authorized government functions.

The Town shall **NOT** collect, disseminate, or retain sUAS-recorded data solely for the purpose of monitoring activities protected under the First Amendment of the U.S. Constitution, such as religion, speech, press, assembly, or petition for redress of grievances (e.g., protests, demonstrations, or lawful assemblies), unless there is a legitimate public safety concern or operational justification. Furthermore, the collection, use, or retention of sUAS-recorded data shall not be based solely on individual characteristics such as race, ethnicity, national origin, sexual orientation, gender identity, religion, age, or gender.

The Town shall **NOT** operate any sUAS in a manner that is unsafe or in violation of applicable laws, regulations, or FAA rules governing aircraft operations, including but not limited to:

United States Constitution 1st Amendment

United States Constitution 4th Amendment

Code of Federal Regulations Title 14, Chapter I, Part 107

Code of Virginia §5.1-13 – Operation of aircraft while under the influence of intoxicating liquors or drugs; reckless operation

Code of Virginia §5.1-14 – Operation of unregistered aircraft

Code of Virginia §5.1-15 – Operation of aircraft by unlicensed persons

Code of Virginia §15.2-926.3 – Local regulation of certain aircraft

Code of Virginia §15.2-2293 – Airspace subject to zoning ordinances

Code of Virginia §18.2-121.3 – Trespass with an unmanned aircraft system; penalty

Code of Virginia §18.2-130.1 – Peeping or spying into a dwelling or occupied building by electronic device; penalty

Code of Virginia §18.2-324.2 – Use of unmanned aircraft system for certain purposes; penalty

Code of Virginia §19.2-60.1 – Use of unmanned aircraft systems by public bodies; search warrant required

Code of Virginia §27-15.1 – Authority of Chief or other officer in charge when answering alarm; penalty for refusal to obey orders

Code of Virginia §58.1-3283 – Assessment of airspace owned separately from subjacent land surface

Code of the Town of Front Royal §110-31 – Offenses; unlawful acts with regard to vehicles, boats, and vessels

Code of the Town of Front Royal §154-1 – Trespassing; going upon property of another without permission

Code of the Town of Front Royal §154-3 – Trespassing, peeping or spying into dwellings

sUAS DME Retention and Management

Collection

All Digital Multimedia Evidence (DME) from sUAS operations shall be logged in the team logbook, including mission type, date, time, location, and personnel. Operators shall not edit, erase, duplicate, or share DME outside authorized channels. DME must be preserved in original form and may be accessed or transferred only for official purposes (e.g., investigative follow-up, departmental review, training, lawful disclosure). All transfers shall be secure and documented.

Retention

The Town shall retain DME only as long as needed to meet mission objectives or legal obligations. Any DME containing Personally Identifiable Information (PII) shall not be kept beyond 180 days unless required for investigation, litigation, or legal hold. All DME shall be stored and disposed of per Town records policy, the Library of Virginia schedules, and the Virginia Public Records Act.

Dissemination

sUAS-collected DME shall not be released, shared, or disclosed to outside parties except under one or more of the following conditions:

- The release is required by law, including valid requests under the Virginia Freedom of Information Act (FOIA);
- The release is necessary for a clearly authorized Town purpose, such as investigative collaboration or legal defense;
- The release complies with all applicable Town policies regarding records access, public transparency, and privacy protection;
- The release is approved by the sUAS Administrator and the data-owning department head.

All access to sUAS DME – whether internal or external – shall be expressly authorized in writing by both the sUAS Administrator and the originating department, and all access activity shall be logged and subject to periodic audit for compliance and accountability.

The sUAS Team may share non-sensitive or non-classified DME for internal purposes such as team training, operational review, or public communication, but only after written approval by both the Administrator and the department responsible for the original mission. Any DME containing Personally Identifiable Information (PII) must be redacted or anonymized prior to such use.

For law enforcement missions, DME collected under the authority of Police RPICs (PRPICs) shall be handled as police evidence and retained under the Police Department's established chain of custody and evidence retention policies.

Reporting and Transparency: S.O.A.R. Initiative

The S.O.A.R. (sUAS Operational Awareness & Review) Initiative establishes the Town's framework for oversight, transparency, and accountability in all sUAS operations. This framework ensures both **internal compliance checks** and **external public reporting** are built into every stage of the Town's sUAS program.

Real-Time Transparency: All non-sensitive sUAS deployments shall be announced and summarized in real-time through the Town's official S.O.A.R. social media feed. Each update shall include date, time, location, and mission type to provide timely, accurate information and maintain community awareness of Town sUAS activity.

Audits and Compliance: The sUAS Administrator shall conduct regular audits of individual flight records to verify compliance with this policy. These audits confirm that every deployment is logged, documented, and justified, and that no flights occur outside of approved procedures. Any corrections to flight records shall be documented with justification in the official program log. These audits are internal quality control and apply to each mission.

Program Evaluation and Reporting: Beyond individual audits, the sUAS Administrator shall evaluate overall program performance by reviewing after-action reports, tracking mission types and locations, and analyzing operational trends. A semi-annual S.O.A.R. Report shall be prepared to summarize program activity, including:

- Total number of missions conducted
- Types of missions performed
- Departments supported
- General geographic areas of deployment
- Notable operational outcomes or trends.

This report shall be provided to Town leadership and, where appropriate, to the public. It shall also be retained as part of the Town's public record and archived on the Town's website for no less than five (5) years to allow residents and officials to track long-term trends in program activity.

Annual Council Briefing: The sUAS Administrator shall deliver at least one annual briefing to Town Council summarizing program activity, audit results, and significant operational outcomes. This briefing may use the most recent S.O.A.R. Report as its foundation and shall be entered into the public record.

Training

Under the direct oversight of the sUAS Administrator, or a designated team Training Coordinator, the Town shall ensure the development and instruction of training programs, the maintenance of training records, and team-wide compliance with FAA regulations and applicable Town policies.

All personnel assigned to the sUAS program shall obtain **FAA 14 CFR Part 107 Remote Pilot Certification** before operating a sUAS under this program. Continued participation in the program requires each member to maintain operational proficiency through the following training requirements:

- Maintain current knowledge of applicable FAA regulations concerning Small Unmanned Aircraft Systems (sUAS);
- Demonstrate understanding of this Standard Operating Procedure (SOP);
- Review relevant Local, State, and Federal laws annually regarding sUAS operations;
- Attend all scheduled team training sessions to maintain operational readiness and incorporate updates to equipment, policy, or procedures;
- Annually complete the NIST lane course with scores or times that meet minimum standards.

Operational Readiness and Equipment Management

To ensure transparency, accountability, and protection of Town assets, all sUAS equipment and support gear shall be maintained and stored under the oversight of the Chief of Police (or designee) for PRPIC-assigned aircraft and the sUAS Administrator for MRPIC-assigned aircraft. Each authority shall establish a designated secure location for storage of their assigned aircraft and shall ensure that all software and firmware updates, battery charging and cycling, and equipment checks are completed in accordance with Town procedures. Prior to deployment, personnel assigned to a mission shall confirm that all components are present, functional, and secured using the official sUAS equipment checklist.

Maintenance and servicing shall be performed in accordance with manufacturer specifications and logged by the personnel responsible. Minor field repairs (e.g., rotor replacement, screw tightening) may be performed with approved tools, while repairs beyond team capability shall be referred to a manufacturer-authorized service provider. Any damage to aircraft or equipment shall be reported immediately to the sUAS Administrator and documented in the maintenance log. Equipment deemed unairworthy shall be clearly marked and removed from service. Incidents involving property damage or loss of aircraft shall be reported in accordance with Town procedures and FAA regulations.

sUAS Pre-Flight Checklist

Before each sUAS mission, the RPIC shall complete the following Pre-Flight Checklist. This ensures all safety, regulatory, and equipment conditions are met prior to the flight.

Pre-Flight Operations

- **Personal Risk Assessment (IMSAFE Checklist):** Conduct a personal health assessment using the IMSAFE Checklist (found below) to confirm fitness for flight. Delay the flight if any factor is suboptimal.
- **Flight Risk Assessment (PAVE Checklist):** Evaluate mission-specific risks using the PAVE Checklist (found below). Ensure mission scope aligns with pilot readiness, aircraft capability, and environmental conditions. Review flight plan, return-to-home settings, and emergency protocols.
- **Compliance & Documentation:** Verify the RPIC's FAA Part 107 certification is valid. Confirm the aircraft is registered and displays appropriate ID markings. Check that all required authorizations (e.g. warrants, flight waivers, LAANC or ATC clearances) are secured for the flight area.
- **Crew Briefing (or Solo Review):**
If supporting personnel are involved, conduct a full crew briefing on mission objectives, roles, emergency procedures, and radio protocols. For solo operations, the RPIC shall verbally or mentally review the mission plan, airspace, hazards, and go/no-go criteria before arming the aircraft.
- **Communications:** Establish and test all necessary communication channels. Ensure radios or backup methods (if used) are functional and assigned to appropriate frequencies. If operating near airports or in controlled airspace, be prepared to monitor aviation channels and communicate with ATC if required. For team operations, confirm hand signals or contingency protocols are understood if radios fail. For solo RPIC, ensure ability to respond to manned aircraft as needed.

Remote Controller

- **Hardware Inspection:** Inspect the remote controller and display device for any physical damage or defects. Ensure control sticks move freely, antennas are intact and properly positioned, and any cables or attachments (e.g. tablet mount) are secure. Check the controller's battery level to make sure it is sufficiently charged for the mission.
- **Software/App Login:** Launch the sUAS's flight control application and log in to any necessary operation platforms (e.g. DroneSense or DJI Pilot). Confirm that maps and any necessary data have loaded, and that any geofencing unlocks or app-based permissions for the flight area are acquired.
- **Control Link:** Turn on the controller and sUAS to establish a connection. Verify the controller is properly linked to the aircraft (telemetry should be displayed). Check that GPS data, altitude, and sUAS status are showing correctly on the controller's screen.

- **FPV/Video Feed:** If using an external monitor or streaming device, ensure it is connected and receiving the sUAS' video feed. Confirm that the camera view is visible and the video transmission signal is strong. (If operating with a dual-controller setup, test the second controller's connection as well.)

Aircraft

- **Airframe & Components:** Perform a thorough visual inspection of the sUAS' airframe and all components. Check for any cracks, loose parts, or damage to the body, arms, propellers, landing gear, and motor mounts. Remove any flight lock-out tags or covers that were placed on the sUAS during storage or maintenance before flight. Ensure any payloads or attachments (camera gimbal, sensors, etc.) are properly mounted and secure.
- **Registration Markings:** Verify that the sUAS displays its FAA registration number or other required identification in a visible and legible manner. (This is typically a sticker or marking on the exterior of the aircraft.)
- **Battery:** Verify the flight battery is properly inserted into the sUAS and latched/secured. Confirm the battery is fully charged (or at an adequate level for the planned flight plus reserve). Ensure any auxiliary batteries (for onboard equipment, if used) are also charged and secure.
- **Data Storage:** Check that an SD card or other required data storage device is installed if the mission will record photos, video, or flight logs. The card should have sufficient free space and correct formatting.
- **Firmware & Software:** Confirm that the sUAS' firmware and software are up to date. If a calibration is prompted due to firmware update or location change, address it now. Verify that the flight control app does not show any error messages or required calibrations before flight.
- **Navigation Systems:** Power on the aircraft and ensure it is communicating with the controller. Allow the GPS to initialize – verify a GPS lock with an adequate satellite count (e.g. ≥ 10 satellites) before takeoff. Check the sUAS' compass and IMU status; calibrate if required (especially if flying at a new location or if the system prompts for calibration).
- **Lights & Equipment:** Verify all aircraft lights are functioning, including any navigation lights and anti-collision lights. Test the gimbal and camera. Ensure the gimbal can tilt through its full range, the camera feed is stable, and camera settings are set appropriately for the mission.
- **Pre-Takeoff Hover Check:** Arm the motors and gently take off to a low hover (per the manufacturer's guidance) in a safe, open area. At a height of a few feet, verify the sUAS is responding correctly to control inputs and holding position in GPS mode. Check for any abnormal vibrations or warnings. If all controls are stable and no issues are observed, you may proceed with the mission. (If any problem arises, land immediately and resolve the issue before flight.)

Personal Risk Assessment

Each Remote Pilot in Command (RPIC) shall conduct a personal risk assessment prior to flight using the **IMSAFE Checklist** (https://www.faa.gov/sites/faa.gov/files/2023-10_Fit_to_Fly.pdf) to determine whether they are physically and mentally prepared to operate safely. If any factor indicates elevated or unmitigated risk, the pilot shall postpone flight or transfer command to another certified sUAS team member.

I – Illness

Am I feeling ill today?

Even a minor illness can degrade performance of critical flight tasks. The safest practice is to abstain from flying when experiencing any illness.

M – Medication

Am I taking any prescription or over-the-counter medication that could compromise my ability to fly?

Pilot performance can be seriously degraded by both prescribed and over-the-counter medications, as well as by the medical conditions for which they are taken.

S – Stress

Am I under unusual stress today?

Stress can subtly impair judgment, situational awareness, and task performance. When combined with fatigue, it becomes especially hazardous.

A – Alcohol

Have I ingested any alcohol in the previous twenty-four hours?

The FAA mandates a minimum of eight (8) hours from bottle-to-throttle, but impairment may persist longer. Even minimal alcohol consumption can impact coordination and reaction time. No sUAS flight may proceed if any residual impairment exists.

F – Fatigue

Am I adequately rested before this flight? And just as important, will I become fatigued during the flight?

Whether from poor sleep, long work hours, or cumulative strain, fatigue remains a leading contributor to human error in aviation.

E – Eating/Emotion

Am I adequately nourished and hydrated? And am I emotionally ready for this flight?

Dehydration or hunger can impair concentration, reaction time, and decision-making. In addition, the RPIC shall assess emotional readiness. While pilots are encouraged to “leave problems on the ground,” stress, grief, anger, or even excitement can be distracting and reduce focus on flight responsibilities. Both physical and emotional states shall be assessed.

Flight Risk Assessment

By incorporating the **PAVE Checklist** (https://www.faa.gov/sites/faa.gov/files/2022-11/PAVE_0.pdf) into preflight planning, the pilot divides the risk of flight into four categories: **P**ilot-in-Command (PIC), **A**ircraft, **e**n**V**ironment, and **E**xternal pressures (PAVE), which form part of an RPIC's decision-making process. The following are the considerations a pilot shall take into account:

P – Pilot-in-Command

- Am I ready for this flight?

This question needs to be considered in terms of experience, recent flights, current training, and their physical and emotional condition. The **IMSAFE Checklist** (found in the Personal Risk Assessment Section above) will help provide the answers.

A – Aircraft

- What are my limitations with the aircraft and operation?
- Is this the right aircraft for the mission?
- Am I familiar with and current with this aircraft?
- Is the aircraft equipped for this flight?
- Can this aircraft carry the planned load?

V – EnVironment

- What are the current weather conditions and future forecast?
- What are the limitations of the aircraft in weather?
- What does an evaluation of the terrain and any obstructions look like?
- Has special consideration been given if the operation is taking place at night?
- Is the airspace clear or are there any temporary flight restrictions (TFRs) along the route?

E – External Pressures

External pressures are influences external to the flight that create a sense of pressure, often at the expense of safety. These may include:

- Desire to demonstrate pilot qualifications or impress someone.
- The pilot's general goal-completion orientation.
- Emotional pressure associated with acknowledging that skill and experience levels may be lower than a pilot would like them to be.

sUAS Post-Flight Checklist

After each sUAS mission, the RPIC shall complete the following Post-Flight Checklist. This ensures all aircraft systems are secure, DME and telemetry are preserved, equipment is properly maintained, and operational records are accurately documented in accordance with Town policy and FAA standards.

Remote Controller

- **Shutdown Procedure:** Power off the remote controller and any connected smart device or monitor used during flight. This prevents battery drain and ensures safe handling during transport or storage.
- **Battery Handling:** Remove controller batteries and place them on charge in an appropriate, monitored location. Battery performance and cycle health should be checked periodically as part of scheduled maintenance.
- **Visual Inspection:** Inspect the controller, antennas, display mounts, and ports for any visible damage, loose fittings, or unusual wear. Document and report any observed issues before reuse.
- **Account Logout:** If the operation required logging into a personal manufacturer account (e.g., DJI or Autel), ensure the RPIC is fully logged out before shutting down the system. This prevents unauthorized data access and supports audit integrity.

Aircraft

- **Airframe Inspection:** Conduct a detailed walk-around of the aircraft, checking arms, propellers, landing gear, and payload mounts for cracks, stress fractures, or debris accumulation. Physical damage should be logged immediately and the aircraft grounded if necessary.
- **Flight Battery:** Remove the flight battery from the sUAS once cooled and place it on charge. Prior to reuse, inspect for swelling, overheating, or visible damage—especially after prolonged flight or cold-weather operations.
- **Lockout Tag:** If the aircraft will not be used again during the shift or has any unresolved mechanical concerns, apply a flight lockout tag or protective cover to prevent accidental use.
- **Data Upload:** Connect the aircraft or controller to the Town's designated digital flight log system and upload all telemetry and flight data. Confirm upload completion and ensure accurate pairing of log data with the corresponding mission.
- **Registration Check:** Verify that the FAA registration number remains clearly visible, properly adhered, and in compliance with all labeling requirements. Report any missing or illegible registration markings to the sUAS Administrator.

Video Streaming

- **Terminate Feed:** Stop any active video stream or FPV signal transmission that was in use during the flight. Failure to terminate live feeds may result in unnecessary data transmission or battery drain.
- **Media Review:** Access recorded video and imagery to confirm successful capture and review for image quality, signal dropouts, or sensor anomalies. This step ensures that the mission objectives were met before data is archived or disseminated.
- **Data Backup:** Transfer all Digital Multimedia Evidence (DME), including photos, video, and metadata, to the Town's approved storage system in original form. Files shall not be renamed, edited, or deleted unless directed under a lawful records management process.

Maintenance

- **Equipment Check:** Inspect all supporting gear used during the mission—this includes payloads, cables, chargers, carrying cases, antennas, and mounts. Identify missing or damaged components and ensure nothing was left behind at the flight location.
- **Battery Status:** Confirm that all used batteries—flight, controller, and auxiliary—are charging or have been safely charged and returned to storage. Batteries shall never be left charging unattended, and prolonged charging after full capacity should be avoided, as it may reduce battery life or increase the risk of damage.
- **Minor Repairs:** Perform minor field repairs as needed, such as propeller replacement or cable reattachment, using approved tools. Any component requiring manufacturer servicing or calibration should be tagged and reported for follow-up.

Logging

- **Flight Entry:** Complete the official post-flight log entry, including mission type, date and time, flight location, weather, personnel assignments, and the approving supervisor's name. A concise summary of the flight and its objectives shall also be included.
- **Maintenance Notes:** Record any maintenance actions performed after the flight, including battery replacements, minor repairs, or equipment swap-outs. Note whether the aircraft is cleared for the next mission or requires further review.
- **Incident Reporting:** If any unplanned event occurred—such as a near-miss, airspace incursion, equipment failure, or property damage—it must be reported using the appropriate Town and FAA incident forms. Provide as much detail as possible.
- **Record Submission:** Once all documentation is complete, submit it to the sUAS Administrator. All entries should be timely, legible, and ready for audit or public record request if applicable.

sUAS Pilot Flight Log

Pilot Name & Pilot Certificate #: _____
Mission Date: _____
Aircraft ID / Name: _____
Registration #: _____
Assigned Unit/Department: _____
Approving Supervisor: _____

Flight Details

Mission Type: _____
Start Time: _____ End Time: _____ Flight Duration (min): _____
Location / Address of Operation: _____

Weather Conditions:

Controlled Airspace / Air Traffic Control Contact Made? Circle One: Yes / No / NA
Any FAA Waiver or LAANC Approval Used? Circle One: Yes / No / NA
Warrant / Legal Authority for Operation Received? Circle One: Yes / No / NA
If yes, list authorization # or details: _____

Support Crew

VO Name(s): _____
Comms / Liaison: _____

Flight Assessment & Issues

Abnormal Events / Near Misses / System Alerts? Circle One: Yes / No
If yes, explain: _____

DME Collected? Circle One: Yes / No
Storage Location / File Reference: _____

Maintenance Required? Circle One: Yes / No
If yes, describe issue: _____

Signature: Remote Pilot-in-Command _____
Signature: sUAS Administrator _____

sUAS Training Log

Name: _____ Remote Pilot Certificate #: _____

Date	Location	Training Description	Trainer Signature

sUAS Maintenance Report

Date/Time: _____
Location: _____
Aircraft Name: _____
Registration #: _____
Total sUAS Hours: _____
Maintenance Tech: _____

UAV Airworthiness

Circle One: In-Service Out-of-Service

Maintenance Type

Circle One: Scheduled Unscheduled Repair Crash

Components Involved

Components Replaced / Repaired

sUAS Returned to Service?

Circle One: Yes / No

Date: _____

Additional Comments

Signature: Requestor of Maintenance

Signature: Maintenance Tech

Signature: sUAS Administrator

sUAS Incident Report

Date/Time of Incident: _____
Location of Incident: _____
Reporting Party Name: _____
Department / Division: _____
Aircraft Name / ID: _____
Registration #: _____
Remote Pilot-in-Command (RPIC): _____
VO or Crew Present (if any): _____

Incident Classification

Circle One: Crash Loss of Control Mid-Flight System Failure
Other: _____

Brief Description of Incident

Injuries or Property Damage?

Circle One: Yes / No

If yes, describe:

Environmental / Airspace Conditions at Time of Incident

- Weather Conditions:

- Airspace Type (if known):

- Nearby Hazards or Activity:

Immediate Corrective Actions Taken

sUAS Status Post-Incident

Circle One: Recovered Intact Recovered with Damage Lost Under Review

Signature: Remote Pilot-in-Command _____

Signature: Maintenance Tech (if applicable) _____

Signature: sUAS Administrator _____

Glossary

ATC (Air Traffic Control):

A service provided by the FAA to manage aircraft within controlled airspace. sUAS operators generally do not communicate directly with ATC unless authorized under specific FAA approvals or waivers.

Certificate of Waiver (Part 107 Waiver):

An FAA-issued document allowing sUAS operations outside normal Part 107 restrictions (e.g., flying at night, over people, or beyond visual line of sight).

DME (Digital Multimedia Evidence):

Any video, photo, infrared image, or sensor-captured data collected during an sUAS mission. DME must be stored, transferred, and retained in accordance with applicable policy, legal requirements, and retention schedules.

FAA (Federal Aviation Administration):

The U.S. regulatory authority overseeing all aviation operations, including unmanned aircraft. All Town sUAS activities fall under FAA jurisdiction via 14 CFR Part 107.

Flight Log:

The official mission record documenting date, time, location, personnel, weather, and mission outcome. Required for every Town sUAS deployment.

Flight Lockout Tag:

A visual marker (e.g., “DO NOT FLY” tag) applied to a sUAS to indicate it is out of service due to maintenance, damage, or regulatory hold.

IMSAFE Checklist:

A self-assessment tool used by RPICs to evaluate personal fitness to fly. Stands for Illness, Medication, Stress, Alcohol, Fatigue, and Eating/Emotion.

LAANC (Low Altitude Authorization and Notification Capability):

An FAA system that automates airspace approval for sUAS operations near airports. Required when operating in controlled airspace under Part 107.

NDAA Compliance:

Refers to whether a sUAS and its components meet U.S. federal procurement restrictions under the National Defense Authorization Act. Only required if federal funds or federal task force participation is involved.

NIST Course:

A standardized training lane developed by the National Institute of Standards and Technology used to evaluate and score RPIC flight proficiency.

MRPIC (Municipal Remote Pilot-in-Command):

A certified pilot assigned by the sUAS Administrator (or designee) to conduct missions in support of Town departments such as Public Works, Energy Services, Planning & Zoning, and Community Development.

Part 107:

The FAA regulation (14 CFR Part 107) that governs the operation of small unmanned aircraft systems, including pilot certification, flight restrictions, and operational limitations.

PII (Personally Identifiable Information):

Information that can identify an individual, such as a face, license plate, or home address. DME containing PII is subject to stricter handling and retention protocols.

Post-Flight Checklist:

A required checklist performed by the RPIC after each flight to document equipment status, data handling, maintenance needs, and mission outcomes.

Pre-Flight Checklist:

A mandatory checklist completed by the RPIC before each mission to verify compliance, equipment readiness, legal authorization, and crew coordination.

PAVE Checklist:

A risk assessment tool used during mission planning. Stands for Pilot-in-Command, Aircraft, enVironment, and External Pressures.

PRPIC (Police Remote Pilot-in-Command):

A certified pilot assigned by the Chief of Police (or designee) to conduct missions in support of law enforcement operations, consistent with Virginia law and Town policy.

RPIC (Remote Pilot-in-Command):

The certified operator directly responsible for the operation and safety of the sUAS mission. Must hold a valid FAA Part 107 Remote Pilot Certificate.

S.O.A.R. Initiative (sUAS Operational Awareness Review):

The Town's transparency and accountability framework for sUAS operations. The initiative requires regular audits of flight records, semi-annual reporting to Town leadership and the public, and real-time communication of non-sensitive deployments through the Town's official S.O.A.R. social media feed.

sUAS (Small Unmanned Aircraft System):

An unmanned aircraft weighing less than 55 pounds (including payload), operated remotely without a person onboard.

sUAS Administrator:

The Town's designated program authority responsible for oversight, training, documentation review, compliance auditing, and policy enforcement.

Telemetry:

Flight data transmitted between the sUAS and the controller, including GPS position, altitude, speed, and battery status. Must be logged for post-flight review.

VO (Visual Observer):

A trained team member who maintains unaided visual line of sight with the aircraft and supports the RPIC by identifying air or ground hazards.

Warrant Requirement (VA Code §19.2-60.1):

Virginia law mandating that public agencies obtain a search warrant before using sUAS to collect evidence of criminal activity or intrude upon a reasonable expectation of privacy, unless valid consent or exigent circumstances exist.



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: January 26, 2025

Item# 10E

Agenda Item: Rights of Requesters and Responsibilities of Town of Front Royal FOIA Policy Revisions

Summary: Council is requested to consider approval of revisions to the Rights of Requesters and Responsibilities of the Town of front Royal FOIA Policy as presented. Specific changes include:

- Contact information for the Town's two FOIA officers
- No charge to fulfill a request if it takes staff one (1) hour or less to complete
- Availability of an online public comment form to enable the requester to comment on the quality of assistance provided to the requester by the public body.

Budget/Funding: None

Meetings: Work Session held January 12, 2025

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

Proposed Motion: I move that Council approve the revisions to the Rights of Requesters and Responsibilities of the Town of front Royal FOIA Policy, as presented.

Moved _____ *Seconded* _____

Wood _____ *Veitenthal* _____ *Sealock* _____ *Rappaport* _____ *Ingram* _____ *DeDomenico-Payne* _____

RIGHTS AND RESPONSIBILITIES:
The Rights of Requesters and the Responsibilities of the Town of Front Royal
under The Virginia Freedom of Information Act

The Freedom of Information Act (FOIA), §2.2-3700 et seq. of the Code of Virginia, guarantees citizens of the Commonwealth of Virginia, representatives of newspapers and magazines with circulation in the Commonwealth, and representatives of radio and television stations broadcasting in or into the Commonwealth access to public records held by public bodies, public officials, and public employees during regular office hours of the custodian of such records. A public record is defined as all writings and recordings of any format, however stored, that is in the possession of a public body or its officers, employees or agents in the transaction of public business. All public records are presumed to be open, and may only be withheld if a specific, state statutory exemption applies.

Your FOIA Rights

- You have the right to request to inspect or receive copies of public records, or both.
- You have the right to request that any charges for the requested records be estimated in advance.
- If you believe that your FOIA rights have been violated, you may file a petition in district or circuit court to compel compliance with FOIA. Alternatively, you may contact the FOIA Council for a nonbinding advisory opinion.

Making a Request for Records from the Town of Front Royal

The Town of Front Royal requires you to provide your name and legal Virginia address. Once confirmed, you may request public records by U.S. Mail, email, fax, in person or over the phone. From a practical perspective, it may be helpful to both you and the FOIA Officer to put your request in writing. This allows you to create a record of your request. It also gives a clear statement of what records you are requesting, so there is no misunderstanding over a verbal request. However, we cannot refuse to respond to your FOIA request if you elect not to put it in writing. The FOIA Officer will make every effort to clarify the type of records you are seeking or attempt to reach a reasonable agreement about a response to a large request. Making a FOIA request is not an adversarial process, but we may need to discuss your request with you to ensure that we understand what records you are seeking.

Your request must identify the records you are seeking with “reasonable specificity.” This is a common-sense standard that does not refer to or limit the volume or number of records that you are requesting. The request must be for existing records. FOIA does not apply to a situation where you ask general questions about the work of the Town of Front Royal, nor does it require us to create a record that does not exist.

Prior to conducting the search for your records request, we shall notify you in writing that we may make reasonable charges not to exceed actual cost incurred in accessing, duplicating, supplying or searching for requested records and inquire if you would like to request a cost estimate in advance of supplying the requested records.

The Town of Front Royal has two FOIA Officers for public records requests:

General Administration Records: You may direct your request to Tina L. Presley, at Front Royal Town Hall, 102 E. Main Street, (540)635-8007, FAX (540)636-7475 tpresley@frontroyalva.com or foia@frontroyalva.com.

Police Department Records: You may direct your request to Rebecca Gallagher, at Front Royal Police Department, 900 Monroe Avenue, (540)635-2111, FAX (540) 635-6160 or rgallagher@frontroyalva.com.

The Town of Front Royal's Responsibilities in Responding to Your Request

The Town of Front Royal will respond to a request within five (5) working days of receiving the records request. "Day One" is considered the day after the request is received. The five-day period does not include weekends or holidays. FOIA requires that we make one of the following responses to your request within the five (5) working days:

- We provide the records that have been requested in their entirety.
- We withhold all the records requested, because all the records are subject to a specific statutory exemption. If all the records are being withheld, a response in writing will be sent with an explanation of the exemption. The response will identify the volume and subject matter of the records being withheld and state the specific section of the Code of Virginia that allows the records to be withheld.
- We provide some of the records that have been requested but withhold other records. An entire record will not be withheld only if a portion of it is subject to an exemption. In that instance, the portion of the record that may be withheld will be redacted, the remainder of the record will be provided. A written response stating the specific section of the Code of Virginia that allows portions of the requested records to be withheld will be sent.
- We inform you in writing that the requested records cannot be found or do not exist. However, if we know that another public body has the requested records, contact information for the other public body will be included in the response.

If it is practically impossible for us to respond to your request within the five (5) working day period, we must state this in writing, explaining the conditions that make the response impossible. This will allow us an additional seven (7) working days to respond to your request, giving us a total of twelve (12) working days to respond to your request. For criminal investigative files see §2.2-3606.1 of the Code of Virginia.

If it is determined that the request cannot be provided within twelve (12) working days without disrupting other organizational responsibilities, we may petition the court for additional time to respond to the request. However, FOIA requires a reasonable effort to reach an agreement with the requester concerning the production of the records before going to court to ask for more time.

Charges

A public body may make reasonable charges not to exceed its actual cost incurred in accessing, duplicating, supplying, or searching for the requested records and shall make all reasonable efforts to supply the requested records at the lowest possible cost. No public body shall impose any extraneous, intermediary, or surplus fees or expenses to recoup the general costs associated with creating or maintaining records or transacting the general business of the public body. Any duplicating fee charged by a public body shall not exceed the actual cost of duplication. Prior to conducting a search for records, the public body shall notify the requester in writing that the public body may make reasonable charges not to exceed its actual cost incurred in accessing, duplicating, supplying or searching for requested records and inquire of the requester whether he would like to request a cost estimate in advance of the supplying of the requested records as set forth in subsection F of §2.2-3704 of the Code of Virginia.

You may have to pay for the records you request from the Town of Front Royal. This includes staff time spent searching for the requested records, copying costs or any other costs directly related to supplying the requested records. There will be no charge to fulfill your request if it takes us one hour or less to complete. If the estimated cost is more than \$200.00, a deposit will be required (not to exceed the amount of the estimate), before proceeding with the request. If we receive no response from the requester within thirty (30) days of sending the cost estimate, the request shall be deemed withdrawn. If money is owed from a previous FOIA request that has remained unpaid for more than thirty (30) days, the Town of Front Royal will require payment of the past-due bill before responding to a new request.

Additional Information

The Virginia Freedom of Information Advisory Council is available to answer any questions about how FOIA works. It does not process records requests on behalf of public bodies, nor is it an investigative or enforcement agency. They may be contacted at foiacouncil@dls.virginia.gov, or (804)698-1810.

You have the option to contact the Freedom of Information Advisory Council to comment on the quality of assistance you received from the Town of Front Royal by clicking [here](#).
[..\..\FOIA\Requester public comment form 2021 \(2\).docx](#)

Approved by Council 2/28/22

Amendments Approved by Interim Town Manager Kathy Leidich 8/30/22

~~The Rights of Requesters and Responsibilities of the Town of Front Royal under The Virginia Freedom of Information Act~~

~~The Freedom of Information Act (FOIA), § 2.2-3700 et seq. of the Code of Virginia, guarantees citizens of the Commonwealth of Virginia, representatives of newspapers and magazines with circulation in the Commonwealth, and representatives of radio and television stations broadcasting in or into the Commonwealth access to public records held by public bodies, public officials, and public employees during regular office hours of the custodian of such records. The custodian may~~

~~require the requester to provide his name and legal address (VA Code §2.2-3704). All public records are presumed to be open, and may only be withheld if a specific, statutory exemption applies.~~

~~The purpose of FOIA is to promote an increased awareness and transparency of government activities and afford residents an opportunity to witness the operations of government.~~

~~A public record is any writing or recording — regardless of whether it is a paper record, an electronic file, an audio or video recording, or any other format — that is prepared or owned by, or in the possession of a public body or its officers, employees, or agents in the transaction of public business.~~

~~Requester's FOIA Rights—~~

- ~~• You have the right to request, to inspect or receive copies of public records, or both.~~
- ~~• You have the right to request that any charges for the requested records be estimated in advance.~~
- ~~• If you believe that your FOIA rights have been violated, you may file a petition in district or circuit court to compel compliance with FOIA. Alternatively, you may contact the FOIA Council for a nonbinding advisory opinion.~~

~~How to Make a FOIA Records Request~~

~~You may submit a records request in several ways:~~

~~Email: foia@frontroyalva.com~~

~~U.S. Mail: FOIA Request, Attention: Clerk of Council, 102 E Main St., Front Royal, VA 22630~~

~~In Person: 102 E. Main Street, Front Royal, Virginia 22630~~

~~Online: via Town of Front Royal's website [Front Royal, VA | Official Website \(frontroyalva.com\)](http://Front Royal, VA | Official Website (frontroyalva.com))~~

~~How to Make a FOIA Records Request for the Police Department:~~

~~Front Royal Police Department | [Front Royal, VA \(frontroyalva.com\)](http://Front Royal, VA (frontroyalva.com))~~

~~Fulfilling A FOIA Request~~

~~The Town of Front Royal will respond to a request within five (5) working days of receiving the records request. "Day One" is considered the day after the request is received. The five-day period does not include weekends or holidays. FOIA requires that the Town make one of the following responses to your request within the five (5) working days:~~

- ~~• Provide the records that have been requested in their entirety.~~
- ~~• Withhold all the records requested, because all the records are subject to a specific statutory exemption. If all the records are being withheld, a response in writing will be sent with an explanation of the exemption. The response will identify the volume and subject matter of the records being withheld and state the specific section of the Code of Virginia that allows the records to be withheld.~~
- ~~• Provide some of the records that have been requested but withhold other records. An entire~~

~~record will not be withheld only if a portion of it is subject to an exemption. In that instance, the portion of the record that may be withheld will be redacted, the remainder of the record will be provided. A written response stating the specific section of the Code of Virginia that allows portions of the requested records to be withheld will be sent.~~

- ~~• Inform the requester in writing that the requested records cannot be found or do not exist. However, if we know that another public body has the requested records, contact information for the other public body will be included in the response.~~
- ~~• If the Town of Front Royal cannot respond to a request within the five (5) working days, the requester will be informed in writing, explaining the conditions that make the response impossible. This will allow the Town seven (7) additional working days to respond to the request, giving a total of 12 working days to respond to the request.~~

~~If a request is made for a very large number of records, and it is determined that it cannot be provided within twelve (12) working days without disrupting other organizational responsibilities, the Town may petition the court for additional time to respond to the request. However, FOIA requires that a reasonable effort to reach an agreement with the requester concerning the production of the records before going to court to ask for more time.~~

Costs

~~A public body may make reasonable charges not to exceed its actual cost incurred in accessing, duplicating, supplying, or searching for the requested records and shall make all reasonable efforts to supply the requested records at the lowest possible cost. Prior to conducting a search for records, the public body shall notify the requestor in writing that the public body may make reasonable charges not to exceed its actual cost incurred in accessing, duplicating, supplying or searching for requested records and inquire of the requestor whether he would like to request a cost estimate in advance of the supplying of the requested records.~~

~~If the estimated cost is more than \$200, a deposit will be required (not to exceed the amount of the estimate), before proceeding with the request. The five (5) working days to respond to a request does not include the time between when asking for a deposit and a response from the requester. All deposits shall be paid by check or money order made payable to the Town of Front Royal, Attn: Clerk of Council, 102 E. Main Street. If the public body receives no response from the requester within thirty (30) days of sending the cost estimate, the request shall be deemed withdrawn. Deposits will be held until the request is complete. Any outstanding balance due must be paid before or at the time the responding records are released. If money is owed from a previous FOIA request that has remained unpaid for more than thirty (30) days, the Town of Front Royal will require payment of the past due bill before responding to a new request.~~

~~Costs include items such as staff time, copying costs or any other costs directly related to supplying the requested records. It will not include general overhead costs. Personnel time for responses to a FOIA request that require thirty (30) minutes or less of time spent searching will not be charged to the requester. The time fee charged for responses shall be based upon the annualized Town pay rate, plus the total annual costs of regular Town benefits for the individual(s) preparing a response~~

~~to a FOIA request. In addition to personnel time, fees charged for copying and other costs shall be as follows (the Town will waive these costs, if \$2.00 or less, for any one time FOIA request):~~

- ~~• Copies: \$0.15 per page~~
- ~~• Copies larger than 11 x 17 and/or require specialized equipment to reproduce: as determined by responding personnel, based on actual costs~~
- ~~• A double-sided document counts as two (2) pages~~
- ~~• Thumb drive, flash drive, USB, etc.: based on actual costs~~
- ~~• Actual mail costs will apply if more than two (2) ounces, otherwise no charge~~
- ~~• Other/specialty items (including audio/video recordings): as determined by responding personnel, based on actual costs~~

General Guidelines

~~A request must identify the records needed with “reasonable specificity.” It does not refer to or limit the volume or number of records requested; instead, it requires that a request be specific enough to identify and locate records.~~

~~A request must ask for existing records or documents. FOIA allows for inspection or copying of records; it does not apply to a situation asking general questions about the work of a department or the Town, nor does it require a department to create a record that does not exist.~~

~~Records can be provided in the format in which they were created. For example, if you are requesting records maintained in an Excel database, you may elect to receive those records electronically, via e-mail, computer disk, thumb/flash drive, etc. or to receive a printed copy of those records. You may be contacted if there are questions about a request, to ensure that the appropriate records are being provided.~~

Exemptions

~~The Code of Virginia allows any public body to withhold or exempt (redact) certain records from public disclosure. The Town of Front Royal commonly withholds or exempts records such as:~~

Common Exemptions:

- ~~• Portions of records that contain account numbers or routing information for any credit card, debit card, or other account with a financial institution of any person or public body (VA Code §2.2-3705.01(13))~~
- ~~• Personnel records (VA Code § 2.2-3705.1 (1))~~
- ~~• Records subject to attorney-client privilege (VA Code § 2.2-3705.1 (2)) or attorney work product (VA Code § 2.2-3705.1 (3))~~
- ~~• Vendor proprietary information (VA Code § 2.2-3705.1 (6))~~
- ~~• Records relating to the negotiation and award of a contract, prior to a contract being awarded (VA Code § 2.2-3705.1 (12))~~
- ~~• Plans and information to prevent or respond to terrorist activity (VA Code §2.2-3705.2(4))~~
- ~~• Confidential Tax Information (VA Code §58.1-3)~~
- ~~• Criminal investigative files (VA Code §2.2-3706(A)(2)(a))~~
- ~~• For a full list of exemptions, See VA Code §2.2-3705.1~~

~~Policy Regarding the Use of Exemptions~~

- ~~• It is the Town of Front Royal's general policy to exempt any and all records that are allowed to be exempted, redacted, or excluded from production by law~~
- ~~• Any record exempt under the Virginia Code, which the custodian of the record has the option of disclosing, shall not be disclosed~~

~~For more information:~~

~~The Freedom of Information Advisory Council (FOIA) is available to answer any general questions about how FOIA works. The Council was created in the legislative branch of state government to issue opinions on the operation and application of FOIA, to publish educational materials, and to provide training about FOIA. However, please be aware that the Council is not a records repository and does not process records requests on behalf of other public bodies, nor is the Council an investigative or enforcement agency. The Council may be contacted by email at foiacouncil@dls.virginia.gov and by phone at (804) 698-1810 or (toll free) 1-866-448-4100.~~

~~THE TOWN OF FRONT ROYAL INTERNAL FOIA POLICY~~

~~The Town of Front Royal will abide by the following internal procedures for responding to a FOIA request whether it be a records request or general questions:~~

- ~~• Once records request and/or general questions are received from any department (except the Police Department), they are to be sent via email to foia@frontroyalva.com.~~
- ~~• The Clerk of Council oversees the above email and determines what applicable department(s) will provide responses to the FOIA records request with a deadline on completing the request. If more time is needed, the department(s) are required to advise the Clerk of Council as soon as possible.~~

~~While general questions are not a FOIA request under FOIA guidelines, they will be considered and answered accordingly. The five (5) working day period does not apply.~~

- ~~• On or before the deadline the applicable department(s) will provide all responsive records (if any) to the Clerk of Council.~~
- ~~• If needed, the Clerk of Council will submit records to the Town Attorney's Office for final review to ensure that records are required and/or allowed to be exempted, redacted, or withheld.~~
- ~~• The Town Attorney's Office will transmit all allowable records back to the Clerk of Council for final coordination and transmittal to the requester, unless specifically asked by the for the Town Attorney's Office to complete the transmittal to the requester. The Police Department generally follows their own FOIA Policy but shall direct their legal questions to the Town Attorney, as needed.~~

~~This Policy shall be approved by the Town Council initially and amendments made administratively and approved by the Town Manager as state code and internal procedures change.~~



CLOSED MEETING AGENDA STATEMENT

Meeting Date: January 26, 2026

Item# 12

MOTION ON TO GO INTO CLOSED MEETING

[to be approved by affirmative recorded vote, with motion set forth in detail in the minutes. Council may take action in open session following closed meeting].

I move that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purpose:

- 1) pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, more specifically, a) the insolvency and disposition of assets of the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia, and b) the Amendment to Voluntary Settlement Agreement Between the County of Warren, Virginia and the Town of Front Royal, Virginia, Regarding the Compromise for PILOT Meals and Lodging Taxes, entered into April 11, 2018.

Motion to Certify Closed Meeting at its Conclusion

[At the conclusion of the Closed Meeting, immediately re-convene in open meeting and take a roll call vote on the following:]

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

Moved _____ Seconded _____

Wood _____ Veitenthal _____ Sealock _____ Rappaport _____ Ingram _____ DeDomenico-Payne _____