



TOWN COUNCIL REGULAR MEETING

Tuesday, May 26, 2026 @ 7:00pm

Warren County Government Center

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 moved that Council approve the minutes of April 27, 2026, May 4, 2026 Work Session and May 11, 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. Citizens Academy Graduation
7. PUBLIC HEARINGS
 - a. Sale of 1,800 square foot portions of the unimproved alley located between W. 13th and 14th Streets, previously conditionally vacated by ordinance
 - b. Special Use Permit to Allow a Short-Term Rental at 1521 N. Royal Avenue by Robert/ Melissa Mitchell
 - c. Zoning Text Amendment to Town Code Chapter 175 to Define Firearms Retail Establishment and Firearms Manufacturing, to permit Firearms Retail Establishments by-right in the C-1 Community Business District and to permit Firearms Manufacturing by Special Use Permit
 - d. Zoning Text Amendment to Town Code Chapter 175 to Redefine Urban Agriculture and Agricultural Pursuits Amend Performance Standard to Clarify Lot Sizes and Permitted Animals
 - e. An Ordinance to Amend Town Code §158-6 for the Re-adoption by Reference of State Vehicular Laws
 - f. An Ordinance to Amend Town Code §§134-22.C & 134-31.1.C to Remove the Pilot Fee Agreement Form
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. FY2025-2026 Write Off for Bad Debt
 - b. Bid Award - Delivered Ready-Mix Concrete
 - c. Water Tank Maintenance Service Program
 - d. Purchase of Replacement Bucket Truck for Department of Energy
11. BUSINESS ITEMS
 - a. Adoption of Annual Appropriation Ordinance (Budget) for Fiscal Year 2026-2027
12. CLOSED MEETING
13. ADJOURN



Moment of Silence

Pledge was led by the Skyline High School Sports Teams

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 – Vice Mayor Veitenthal moved seconded by Councilman Sealock that Council approve the minutes of March 23, 2026 Meeting, April 6, 2026 Work Session and April 13, 2026 Work Session as presented.

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

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

ADDITION/DELETION OF ITEMS FROM THE AGENDA OR REVISION TO ORDER OF BUSINESS - None

RECOGNITIONS/AWARDS/REPORTS

Mayor and Council recognized Boy Scout Troop 52 led by Councilman Sealock and awarded three Town Scholarships in the amount of \$1,000 each to the following students: Sidney Engleking, Carmen Pond and Brady Thompson.

Public Works Director Robbie Boyer and Wastewater Plant Manager Robbie Hodges recognized Lena Fugatt for obtaining her Class 1 Wastewater Operators License and introduced the new Town Engineer Nick Bass. The Mayor and Council applauded and expressed their appreciation.

Mayor Cockrell read the following Proclamations: National Police Week, National Public Works Week and Professional Municipal Clerks Week. The Mayor and Council applauded the efforts of these departments.

Brief reports were given by Planning Commission Chairman Allen Neel and Board of Zoning Appeals (BZA) Cody Taylor. The Mayor and Council thanked them for their hard work.

PUBLIC HEARINGS

Consider Real Property/Personal Property Tax Rates for FY2026-2027 and Ordinance Amendment to Chapter 75-44

Mayor Cockrell open the public hearing, and since there were no speakers, the public hearing was closed.

Councilman Rappaport moved seconded by Councilman Wood that Council adopt the Real Property Tax rate for Fiscal Year 2026-2027 at \$0.082 per \$100 assessed value, which represents an increase of \$0.014 over the current year's rates; the Personal Property Tax rate at \$0.64 per \$100 assessed value, which represents no increase over current year's rates; the personal property tax relief rate (PPTR) for qualifying vehicles at a rate of 43% of value on the first \$20,000 of assessed value for qualifying vehicles with an assessed value greater than \$1,000; and a personal property



tax relief rate of 100% for qualifying vehicles with an assessed value of \$1,000 or less, pursuant to Virginia Code §58.1-3524; and, adopt an ordinance to amend Front Royal Town Code §70-44.C to reflect the increase as presented.

Councilman Rappaport advised that last year the Town was given numbers from the County that were significantly less than what was needed to balance the budget: therefore, creating an adjustment to this year's budget.

Councilman Ingram understood that there was a scramble to rectify last year's oversight but was having a hard time voting for a tax increase.

Vice Mayor Veitenthal stated that the marginal tax increase was no fault of Council or Staff but understood Councilman Ingram's sentiment.

Councilman Wood reminded Council that tonight's tax rate was advertised as such. He encouraged citizens to look at ways the budget could be cut and to express their ideas to Council.

Councilman Rappaport reiterated that the rate was an equalization.

Mayor Cockrell voiced displeasure in recent newspaper articles and social media stating that "words matter". She reiterated that the incorrect numbers given by the County to the Town created a significant amount of loss revenue to the Town. She also gave an explanation about the Shenandoah Valley Battlefield's offer on the McKay Spring property stating that "no offer was made from the Town" and "this Council is willing to sit down and talk."

Vice Mayor Veitenthal agreed with the sentiment of the Mayor noting that the sale of the McKay property would be a one-time addition to the budget and would not correct the oversight spoken of tonight.

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

No – Councilmen Ingram and Sealock

Absent – N/A

Abstain – N/A

ROLL CALL

Ordinance Amendment to Chapters 12 & 134 Pertaining to Septic Haul Waste Rate and Water/Sewer Rates

Mayor Cockrell open the public hearing, and since there were no speakers, the public hearing was closed.

Councilman Wood moved seconded by Councilman Ingram that Council adopt an Ordinance to amend and re-enact Front Royal Town Code §12-2 to adjust the Septic Tank Waste Fee and pursuant to Virginia Code §§15.2-2119, 15.2-2111, 15.2-2122, and 15.2-2143 to amend and re-enact Front Royal Town Code §§134-22.1, 134-22.4, 134-30, 134-31.1 and 134-31.2 to Increase Water and Sewer Service Rates effective July 1, 2026 as presented.

Councilman Ingram explained that this impacted the Enterprise Fund and reflects the cost of doing business.

Vice Mayor Veitenthal stated that there were numerous Council discussions and the figures were more than fair.

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

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL



Ordinance Amendment to Chapter 4 Pertaining to Meetings, Required Training, Public Records and Designation of Records and FOIA Officers

Mayor Cockrell open the public hearing, and since there were no speakers, the public hearing was closed.

Vice Mayor Veitenthal moved seconded by Councilman Sealock that adopt an Ordinance to Amend Front Royal Town Code §§4-1, 4-5, and 4-44 through 4-51, pertaining to Meetings, Required Training, Public Records and Designation of Records and FOIA Officers as presented.

Councilman Rappaport thanked Clerk of Council Tina Presley for her hard work on revising the ordinance.

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

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS

Cody Taylor, 749 W. 16th Street – Mr. Taylor reminded Council of the Roberts Rules of Order.

REPORTS

Town Manager Report – Mr. Petty reminded citizens that No Parking signs would be posted on Main Street April 29th – April 30th for an upcoming event; and the trash collection would be affected in this area on Thursday. He also noted that the next regular Council Meeting will be held on Tuesday, May 26th due to the Memorial Day Holiday.

Town Council Reports

Councilwoman DeDomenico-Payne advised that her and Councilman Rappaport were on the Scholarship Committee and thanked all those who applied. She attended a VML Webinar regarding the new laws and encouraged everyone to review. She worked at the polls. She voiced her appreciation on what the Mayor was saying earlier about social media and suggested for those with questions to go straight to the source and to reach out to Council directly.

Councilman Wood echoed Councilwoman DeDomenico-Payne's suggestion on communication.

Councilman Sealock – No Report

Vice Mayor Veitenthal gave the following statement:

It feels like it has been quite some time since I've given a report, and honestly, it feels like we've experienced all four seasons since last month's meeting. On Good Friday, I had the opportunity to help distribute 119 Easter baskets to the boys and girls of our community alongside the Easter Bunny through the Hike Kidz Foundation. It was a wonderful reminder of how strong and giving this community truly is. I too worked the polls on Election Day. It was not the results I had hoped for. However, it was a reassuring to sit out on a beautiful day having such polite dialogue with democrats, republicans, libertarians, and independents alike. This past Sunday, I also had the privilege of helping host Opening Day for Warren County Girls Little League Softball. Thank you to our Mayor for joining us as an honorary guest and helping make the day even more special for our players and families. Since the first day I stepped into these council chambers as a councilwoman, I have consistently advocated for property owners' rights and urban agriculture. In fact, the topic of chickens has become so frequently discussed that it's almost comical at this point—but my position has always gone far beyond chickens. There are a few things I'd like to address tonight because, despite my efforts to reiterate my positions during work sessions, there are often important details the general public may miss. At the December 1st Work Session, when council received progress updates regarding zoning text amendments related to data centers—specifically defining data centers in town code and adding them as a special use permit with performance standards—I suggested that staff and our legal department draft a text amendment to ban data centers in Front Royal altogether. I cited similar concerns and



prior discussions in Warrenton. This can be found by reviewing the meeting video or on page 4, paragraph 4 of the official minutes. Unfortunately, that suggestion did not receive majority consensus and therefore was not pursued. I want to be very clear: I have remained opposed to data centers in the Town of Front Royal since before my time on council, and that position remains unchanged today. As for taxes, I have also remained consistently opposed to raising them. We have many residents in our community living on fixed incomes. While energy costs rise, refuse costs rise, real estate reassessments increase, and taxes continue to climb at both the local and state level, these individuals do not have the ability to simply make more money to keep up. That said, I do recognize the very real needs our town faces. There are rising costs being placed on us that should not be subsidized. There are infrastructure needs—not wants—that have been neglected for generations or temporarily patched with band-aid solutions. The timing, however, is critical. Until we have a functioning and robust economic development system in place that generates meaningful tax revenue, we should not place that burden on the backs of taxpayers. We need manufacturing. We need living-wage jobs. We need to ensure that those who are benefiting most from our community are contributing fairly to it. We have entities that own significant portions of our commercial real estate, profit greatly from this town, and yet pay little to nothing in taxes. We have offered handouts for long enough to the largest private employer in the northern Shenandoah Valley—an institution that has monopolized opportunity and burdened many of our constituents. I do not care whether that amount is \$50,000 or \$500,000—it is due, and it is overdue. Those should be the first people in line to pay their fair share. No matter what happens with this council at the end of this year, I will continue advocating for a PILOT—Payment in Lieu of Taxes—for those who place a significant burden on our community while operating under the protection of nonprofit status. Because the reality is this: if raising taxes becomes our first solution, then even if we eventually solve the underlying problems, will we ever truly reduce those taxes? Or will we simply become dependent on the additional revenue and continue collecting it indefinitely? As long as I am here—in Front Royal, whether on council or not—I will continue to stand for the values that seem like common sense to me: Limited government. Providing the public with necessary resources. Supporting and unburdening small businesses and working families who choose Front Royal. At this point, it is not just about preservation—it is about restoration. Respectfully, Amber Veitenthal

Councilman Ingram agreed with Vice Mayor Veitenthal's sentiments regarding data centers.

Councilman Rappaport worked with Councilwoman DeDomenico-Payne on the Scholarship Committee. He attended the Rotary Club of Front Royal Century of Service Celebration and Lone Pine Day. He stated that as a councilmember he tries 1) his best to do what's right, 2) to be the best he can be and 3) to show you all I care. He asked if there were any questions or concerns to email him.

Report of the Mayor – Mayor Cockrell attended Young Life Wing-a-Thon and later their Banquet; Front Royal Little League Opening Day; Citizens Academy, Liaison Meeting, Rotary Club of Front Royal Century of Service Celebration; Lone Pine Day and Girls Softball Opening Day.

CONSENT AGENDA ITEMS

Purchase of Replacement Pickup for Water Plant

Council approved the purchase of a 2026 Ford F-250 regular cab, 4x4 pickup truck with an 8-foot fleet bed and snowplow package for the Water Treatment Plant, from Haley Ford Commercial and Fleet Division in the amount of \$57,402.70, to replace Unit #635.

Purchase of 3D Laser Scanner Software & Equipment Package for Police Department

Council approved the purchase of a Leica Geosystems BLK360 G2 3D laser scanner, including software, training, and related equipment, from Leica Geosystems in the amount of \$69,396.00 to document crime scenes, serious motor vehicle crashes, and other incidents requiring accurate scene reconstruction.



Award of a Task Order for 2026 Sanitary Sewer System Inspections

Council approved the award of a task order to CHA Consulting, Inc. in the amount of \$240,000.00 for the 2026 Sanitary Sewer System Inspections, to support compliance with the 2020 Virginia Department of Environmental Quality Consent Order.

Extra Work Authorization to Continue Permanent Flow Monitoring Services

Council approved an Extra Work Authorization to CHA Engineering in the amount of \$117,800.00 to continue permanent sanitary sewer flow monitoring services under Task Order 5-2024.

Award of a Task Order for Sanitary Sewer Hydraulic Model Development

Council approved the award of a task order to CHA Consulting, Inc. in the amount of \$150,000.00 for Sanitary Sewer Hydraulic Model Development.

FY26 Budget Amendment to Receive Funds for Repairs of Street Maintenance Building

Council approved a FY26 Budget Amendment in the amount of \$4,496.00 to appropriate funds received from the Virginia Risk Sharing Association (VRSA) as reimbursement for expenses incurred for repairs to the Street Maintenance Building due to weather-related damage.

FY26 Budget Amendment for Sale of Tub Grinder

Council approved a FY26 budget amendment in the amount of \$18,100 to allocate proceeds from the sale of the 1997 W.H.O. Tub grinder toward the future purchase of a replacement solid waste truck.

2026 VML Policy Committee Nominations

Council approved the nominations for appointment to the 2026 VML Policy Committees for terms expiring December 31, 2026, as follows: Community and Economic Development – Councilman Ingram and Community Development/Tourism Director Lizi Lewis; Finance – Councilman Rappaport and Finance Director BJ Wilson; General Laws – Councilman Sealock and Town Attorney George Sonnett; Human Development and Education – Councilwoman DeDomenico-Payne and Town Manager Joe Petty; and Infrastructure (Environmental, Natural Resources, and Transportation) – Vice Mayor Veitenthal and Director of Public Works Robbie Boyer.

Board of Zoning Appeals (BZA) Member Recommendation

Council recommend Timothy Brogan to the Judge of the Warren County Circuit Court for re-appointment to the Board of Zoning Appeals (BZA) to a five-year term ending May 1, 2031.

Memorandum of Understanding (MOU) Between the Smithsonian Institution and the Town for Conservation, Restoration and Preservation of Town-owned Land on Remount Road to Include Sloan Creek Pond

Council approved a Memorandum of Understanding (MOU) between the Smithsonian Institution on behalf of the Smithsonian's National Zoo & Conservation Biology Institute (SCBI) as presented for the conservation, ecological restoration, and preservation of Town-owned property on Remount Road, to include Sloan Creek Pond.

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

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

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL



BUSINESS ITEMS

Resolution Authorizing Execution of the 2026 Power Pool Participant Schedule with AMP

Councilman Rappaport moved seconded by Vice Mayor Veitenthal that Council approve a Resolution Authorizing Execution of the 2026 Power Pool Participant Schedule with AMP as presented.

Councilman Rappaport explained that this would help the consultants to alleviate spikes and pay market prices.

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

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

Repeal Ordinance Adopted February 2, 2026 Approving to Vacate 12,914 Square Feet of an Unimproved Street Located Between 218 E. 4th Street and Norfolk Southern Railway Company

Vice Mayor Veitenthal moved seconded by Councilman Sealock that Council repeal the Ordinance adopted February 2, 2026, approving to vacate 12,914 square feet of an unimproved street located between 218 E. 4th Street and Norfolk Southern Railway Company

Repeal Ordinance Adopted February 2, 2026 Approving to Vacate 14,188 Square Feet of an Unimproved Street Located Between 5th Street and Norfolk Southern Railway Company.

Councilwoman DeDomenico-Payne moved seconded by Councilman Sealock that Council repeal the ordinance Adopted February 2, 2026, Approving to Vacate 14,188 Square Feet of an Unimproved Street Located Between 5th Street and Norfolk Southern Railway Company

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

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

Repeal Ordinance Adopted February 2, 2026 Approving to Vacate 14,442 Square Feet of a Unimproved Street Located Between 412 North Commerce Avenue and Norfolk Southern Railway company.

Councilwoman De-Domenico-Payne moved seconded by Councilman Wood that Council repeal the Ordinance adopted February 2, 2026, which approved the vacation of 14,442 square feet of an unimproved street located between 412 North Commerce Avenue and Norfolk Southern Railway Company

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

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

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 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 §2.2-3711(A)(3) of the Code of Virginia, discussion or consideration of the acquisition of real property



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for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, more specifically, a) the sale of vacated 6,235 square foot portion of the unimproved Randolph Avenue between Washington Avenue and Lot 5, and, b) the sale of vacated 1,800 square foot portion of the unimproved alley located between W. 13th Street and W. 14th Street.

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

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

Councilman Ingram moved seconded by Vice Mayor Veitenthal 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 Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock, Veitenthal

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

The meeting adjourned at approximately 9:15pm.

Approved by Town Council

Date: _____



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Roll Call by Deputy 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.
Deputy Clerk of Council Hillary Wilfong
Various members of the staff and public

Closed Motion

Councilman Rappaport, seconded by Councilman Wood 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 Amendment to the 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; and, b) Zoning Ordinance

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

No – N/A

Absent – N/A

Abstain – N/A Motion carried by roll call vote.

Vice Mayor Veitenthal, second by Councilman Wood 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.

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

No – N/A

Absent – N/A

Abstain – N/A Motion carried by roll call vote.

Closed Session adjourned at approximately 8:15PM.

NEW BUSINESS

FY2025-2026 Write Off for Bad Debt- Mr. Wilson, Finance Director presented a request to write off bad debt for FY 2025–2026, noting that this is an annual housekeeping task. He advised that Council is requested to approve the removal of outstanding accounts receivable that are five years or older, totaling \$45,926.66 across 146 utility accounts, from the Town's ledger for the remainder of the fiscal year.



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Mr. Wilson explained that staff has identified these accounts as bad debt and uncollectible in accordance with the Town's Bad Debt Policy approved in March 2019 and applicable statute of limitations. He noted that all collection efforts have been exhausted and the accounts have had no activity for at least five years.

Council agreed to add this to the Tuesday, May 26th Consent Agenda.

Bid Award for Delivered Ready Mix Concrete- Ms. Campbell, Purchasing Manager, presented that the Purchasing Division issued a solicitation for the supply and delivery of various ready-mix concrete types for use by the Department of Public Works. She advised that one (1) bid was received by the April 9, 2026 deadline. The procurement was conducted through competitive unsealed bidding in accordance with the Virginia Public Procurement Act (VPPA), utilizing eVA, the Commonwealth's electronic procurement system.

Council inquired whether the plant was local. Ms. Campbell clarified that the concrete will be sourced from Harrisonburg, with local plants also available.

Council agreed to add this to the Tuesday, May 26th Consent Agenda.

Special Use Permit to Allow a Short-Term Rental at 1521 N. Royal Avenue by Robert/ Melissa Mitchell- Ms. Kopishke, Planning and Zoning Director, presented a Special Use Permit application to allow a short-term rental at 1521 N. Royal Avenue. She advised that the applicant intends to rent the home as a whole, consisting of six (6) bedrooms, with a maximum occupancy of ten (10) persons at a time. The home will serve as the applicant's secondary residence. She noted that while there is a permitted accessory structure on the property. The application does not include the accessory structure.

Ms. Kopishke further advised that the Planning Commission recommended approval on April 15 with no conditions.

Council inquired whether the owners would be on site. Ms. Kopishke stated that the owners will not reside on site, but will utilize Skyline Cabins as a local property management company. She added that the owners currently reside in Reston and plan to eventually retire at the property.

Council agreed to have this on the Public Hearing Agenda for Tuesday, May 26th.

Zoning Text Amendment to Town Code Chapter 175 to Define Firearms Retail Establishment and Firearms Manufacturing, to permit Firearms Retail Establishments by-right in the C-1 Community Business District and to permit Firearms Manufacturing by Special Use Permit – Ms. Kopishke presented an application for a Zoning Text Amendment to define Firearms Retail Establishment and Firearms Manufacturing in Town Code §175-3, amend Town Code §175-39.A to permit Firearms Retail Establishments by-right in the C-1 Community Business District, and amend Town Code §175-39.B to permit Firearms Manufacturing by Special Use Permit.

She explained that the purpose of the amendment is to address whether the assembly of firearms, which is classified under Town Code as an industrial use, is appropriate in a commercial zoning district. She noted that the primary use of the property is retail sales of firearms, and that the applicant's FFL 07 credentials from the ATF allow assembly and repair at the location; however, Town Code does not currently permit that use.

Ms. Kopishke further advised that the amendment would require a Special Use Permit if the assembly use were to exceed the retail use. She stated that the Planning Commission recommended approval on April 15 with no conditions. The proposal includes the sale, manufacture, and repair of firearms, with assembly accounting for less than 35% of the retail area. She



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added that the applicant currently has a business license for retail sales and is expanding into the Town, requiring a separate FFL license for assembly.

Council discussed ATF regulations and the potential impact on the zoning district, with concerns raised regarding the appropriateness of assembly in a commercial district.

Council agreed to have this on the Public Hearing Agenda for Tuesday, May 26th.

Zoning Text Amendment to Town Code Chapter 175 to Redefine Urban Agriculture and Agricultural Pursuits Amend Performance Standard to Clarify Lot Sizes and Permitted Animals- Ms. Kopishke presented a Zoning Text Amendment to Town Code Chapter 175 to redefine Urban Agriculture and Agricultural Pursuits and to amend performance standards to clarify lot sizes and permitted animals. She explained that the current urban agriculture ordinance contains inconsistencies with other sections of Town Code, resulting in administrative challenges in enforcement, and that the existing language is contradictory and unclear regarding lot size limitations and permitted animals.

Ms. Kopishke advised that the proposed amendment is intended to clarify the ordinance and establish a tiered system to define and limit urban agricultural activities based on lot size. She noted that staff conducted research and consulted with local Agricultural Extension Agencies to identify best practices for animal welfare and human safety, and that the provisions are designed to ensure proper care of animals while minimizing impacts on neighboring properties.

She further advised that there were no public comments received and that the Planning Commission recommended approval on April 15 with no conditions.

Council inquired about homeowners casually selling products such as eggs. Ms. Kopishke clarified that such activity is considered incidental; however, if the sale of products becomes a primary source of income, it would no longer be considered a residential use and may require further review and potentially revoke the permit.

Council agreed to have this on the Public Hearing Agenda for Tuesday, May 26th.

Ordinance to Amend Town Code §158-6 for the Re-adoption by Reference of State Vehicular Laws- Mr. Sonnett, Town Attorney, presented an ordinance amendment to Town Code §158-6 for the re-adoption by reference of state vehicular laws. He advised that Council is requested to consider the amendment, effective July 1, 2026, to incorporate by reference the state vehicular laws contained in Title 46.2 of the Code of Virginia (1950, as amended) and Article 2 of Chapter 7 of Title 18.2 of the Code of Virginia (1950, as amended). He noted that this is an annual housekeeping item.

Council inquired as to the purpose of the re-adoption. Mr. Sonnett explained that incorporating these provisions into Town Code allows the Town to enforce applicable sections of the Virginia motor vehicle code and certain criminal statutes related to driving and alcohol.

Council agreed to have this on the Public Hearing Agenda for Tuesday, May 26th.

Ordinance to Amend Town Code §§134-22.C & 134-31.1.C to Remove the Pilot Fee Agreement Form- Mr. Sonnett, presented an ordinance to amend Town Code §§134-22.C and 134-31.1.C to remove reference to the Pilot Fee Agreement form. He advised that Council is requested to consider an amendment pertaining to the Out-of-Town Water and Sewer Service Agreement ("PILOT Agreement"), which is used for the collection of sewer and water rates and charges, as well as PILOT fees from commercial users in the Corridor Area.



Town Council Work Session Minutes of 5/4/26 - Page | 4

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.

Mr. Sonnett explained that the PILOT Agreement is intended to be a negotiated contract between the Town and applicable commercial users in the Corridor Area, and therefore should not be codified within Town Code. He further noted that the agreement is meant to remain flexible and function as a "living document," with no legal requirement for codification. He added that the Town maintains an agreement with the County regarding the PILOT structure, which will impact how customers are charged. He emphasized that the contract for revenue collection should remain outside of Town Code to allow for necessary flexibility in administration.

Council agreed to have this on the Public Hearing Agenda for Tuesday, May 26th.

Meeting adjourned at approximately 8:57PM

Approved by Council: _____

DRAFT



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.

Roll Call by Deputy 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.
Deputy Clerk of Council Hillary Wilfong
Various members of the staff and public

PUBLIC HEARING

Receive Public Comment on the Proposed Annual Appropriation Ordinance (Budget) for Fiscal Year 2026-2027- Council was requested to receive public comment on the Town's proposed Annual Appropriation Ordinance (Budget) for Fiscal Year 2026-2027. Work sessions regarding the proposed budget were held on April 6 and April 13, 2026.

Mayor Cockrell opened the public hearing. No one spoke, and the public hearing was closed.

Council will vote to adopt the Proposed Annual Appropriation Ordinance (Budget) for Fiscal Year 2026-2027 at the May 26, 2026 Regular Meeting.

PRESENTATION

Presentation on Alternative Water Sources- In February 2025, the Town's environmental engineering firm, C.H.A. Consulting, provided Council with an update regarding alternative water source options the Town may want to consider.

Ms. Sandy Warner of C.H.A. Consulting presented information regarding the Quarry Water Source Evaluation and the potential use of the quarry as an alternative water source for the Town. Ms. Warner reviewed site access, proximity to the existing water system, initial water sampling results, and projected yield estimates. Two potential options for incorporating quarry water into the Town's distribution system were also presented, including pumping water to the existing Water Treatment Plant or utilizing onsite treatment facilities. Council discussed the feasibility, infrastructure needs, costs, and long-term viability of the project.

Vice Mayor Veitenthal asked whether the quarry was a viable option at this time since the Town does not own the property. Mr. Petty stated that the quarry owners are aware of the Town's interest in utilizing the quarry as a potential alternative water source.

Council discussed that while the quarry could potentially provide the greatest amount of water, it would also likely involve the greatest expense. Council also discussed adding the item to a future work session for additional discussion and studies.

NEW BUSINESS

Water Tank Maintenance Service Program- Michelle Campbell, Purchasing Manager, presented a request for Council to award a contract to Southern Corrosion, Inc., of Roanoke Rapids, North Carolina, to provide annual inspections, washouts, renovations, and repairs for the Town's four water tanks in the amount of \$127,722.00. The Town will utilize cooperative contracting through the Town of Wytheville, Virginia, 2025-04 RFP Professional Tank Maintenance Services Contract as the procurement method.



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.

Councilman Wood inquired how often the maintenance occurs. Matthew Dunn, Water Treatment Plant Supervisor, stated that the Water Treatment Plant follows a maintenance schedule in which tanks are drained every five years for painting updates, disinfection, and maintenance before being returned to service. Exterior maintenance is also staggered every five years.

Council agreed to place the item on Tuesday, May 26, 2026 Consent Agenda.

Purchase of Replacement Bucket Truck for Department of Energy Services- Ms. Campbell, Purchasing Manager, presented a request for Council to approve the purchase of a 2026 Altec AT41M (41' Articulating Telescopic Aerial Device with Material Handling) bucket truck for the Department of Energy Services. The vehicle will replace Unit #364, a 2017 Ford F-550 VST40 bucket truck. Procurement will be made through cooperative contracting utilizing Sourcewell Contract #0421-ALT with Altec Industries, Inc. of Richmond, Virginia, in the amount of \$204,912.00.

Funding is available within the Electric – Motor Vehicles FY26 Operating Budget, which includes \$138,044.86 for the vehicle replacement and \$66,867.14 encumbered on Purchase Order #30441.

Council inquired about the mileage and hours of the truck being replaced. Energy Services Director Carey Saffelle stated that the vehicle is used daily for regular operations and on-call response duties and is now requiring increased maintenance and repairs.

Council agreed to place the item on Tuesday, May 26, 2026 Consent Agenda.

UNFINISHED BUSINESS

Zoning Text Amendments to Town Code §175-3 – Definitions and Town Code §175-64 Industrial Employment District (I-2) Regarding Data Centers- Mr. Petty stated that the Planning Commission recommended approval of the proposed zoning text amendment in September 2025 and that the item was presented to Council in October 2025, at which time Council requested an outside legal opinion regarding best practices. He advised that following the General Assembly's approval of House Bill 153, which will require impact statements for high-energy-use rezonings and site plan developments effective July 1, 2026, staff and legal counsel recommend returning the matter to the Planning Commission for further review to ensure compliance with upcoming state regulations.

Mr. Petty stated that the item could be placed on the May 26, 2026 agenda as an action item to refer the matter back to the Planning Commission. He further stated that Council still has the authority to move the item forward to public hearing and take action if desired, and that any approved language could later be amended following the July 1 effective date if necessary.

Several Council members expressed concern that repeatedly referring the matter back to the Planning Commission was delaying action on an issue that has been under review since 2025, while others emphasized the need to ensure the ordinance complies with upcoming state requirements and allows for additional revisions if necessary.

Vice Mayor Veitenthal expressed concerns regarding procedural delays and stated her belief that Council should act decisively on the matter rather than continue referring it back to the Planning Commission. Discussion occurred regarding Council's authority to deny the proposed text amendment, pursue a ban on data centers, or amend language at a later date. Town Attorney George Sonnett advised that any new text amendment, including a potential ban, would need to originate through the Planning Commission process. Vice Mayor Veitenthal requested that the legal advisement previously discussed in closed session be provided to Council in writing through outside legal counsel.



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.

Council also discussed Virginia's status as a Dillon Rule state and the potential legal implications associated with banning data centers. Additional discussion included the possibility of temporary moratoriums, future amendments to the ordinance, timelines for additional hearings, and the effectiveness of restrictive performance standards versus an outright ban.

Several Council members expressed varying opinions regarding the future of data centers in Front Royal. Councilman Sealock expressed concerns regarding the Town's limited water resources. Councilman Rappaport noted that the proposed standards could potentially be strengthened further, and Councilman Ingram expressed support for banning data centers altogether.

Council agreed to place the item on the Public Hearing Agenda for Monday, June 22, 2026.

CLOSED MEETING

Vice Mayor Veitenthal, seconded by Councilman Ingram moved 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: 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 522 Corridor PILOT Agreement.

MOTION TO CERTIFY CLOSED MEETING AT ITS CONCLUSION

Councilman Ingram, seconded by Vice Mayor Veitenthal moved 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.

Meeting adjourned at approximately 9:12PM

Approved by Council: _____



REGULAR WORK SESSION ACTION AGENDA STATEMENT

Meeting Date: May 26, 2026 Item# 7A

Agenda Item: PUBLIC HEARING- Sale of approximately, 1,800 square foot portion of the unimproved alley located between W. 13th and 14th Streets.

Summary: Pursuant to 15.2-1800, Sale of Publicly Held Real Property, to wit, 1,800 square foot portion of the unimproved alley located between W. 13th and 14th Streets. previously conditionally vacated by ordinance, to the abutting property owner, West Brown for the amount of \$24,933.88. Previously conditionally closed and vacated by ordinance on April 27, 2026 prior to which a public hearing was held to receive public comment.

Budget/Funding: 1000-3410202 General Fund Revenue – Sale of Town Real Estate

Meetings: December 8, 2025, January 5, 2026, January 26, 2026, February 23, 2026, and April 27, 2026

Proposed Motion: I move that Council approve the sale of publicly held real property described as a 1,800 square foot portion of the unimproved alley located between W. 13th and 14th Streets, previously conditionally vacated by ordinance, to the abutting property owner, West Brown, for the amount of \$24,933.88.

Moved _____ Seconded _____

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

TOWN COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA

**ORDINANCE APPROVING THE CLOSURE AND VACATION OF
APPROXIMATELY 1,800 SQUARE FEET OF PUBLIC RIGHTS-OF-WAY
IN ALLEY LOCATED BETWEEN W. 13TH AND W. 14TH STREETS**

WHEREAS, pursuant to Virginia Code §§15.2-2006 and 15.2-2008, abutting property owner Bachelor, Robert and West, M., Trustee, 141 W. 13th Street ("Applicant"), having applied for the vacation and sale of approximately 1,800 square feet of public rights-of-way in an alley located between W. 13th and W. 14th Streets, all as shown as "A = 1,800 SQ. FT." and described on plat of survey entitled "Survey of a Portion of a 12' Wide Alley per Map of Front Royal and Riverton Improvement Co. Inc. Block 57 North River Managerial District", prepared by Brogan Land Surveying, PLC, dated July 17, 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 February 23, 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 their 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 said Rights-of-Way, to the Applicant and/or to any other abutting property owner, by quit claim deed of an area as shown on a plat of survey to be attached as an exhibit to each 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, and,

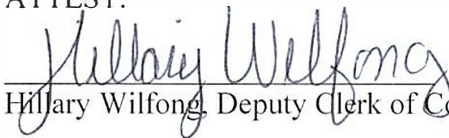
3. The Applicant and/or other abutting property owner shall re-subdivide, vacating internal boundary lines as necessary to consolidate abutting portions of Rights-of-Way into approved lot(s).

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.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

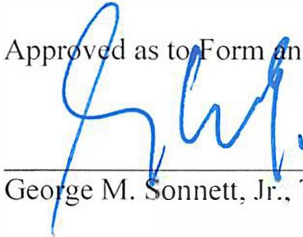

Hillary Wilfong, Deputy Clerk of Council

This Ordinance was adopted at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on March 23, 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 absent	Glenn E. Wood	☒ Yes ☐ No

A public hearing on the above was held on _____ having been advertised in the Northern Virginia Daily on February 9 and February 13, 2026.

Approved as to Form and Legality:


George M. Sonnett, Jr., Town Attorney

Dated: 03-25-2026



REGULAR WORK SESSION ACTION AGENDA STATEMENT

Meeting Date: May 26, 2026 Item# 7B

Agenda Item: PUBLIC HEARING- Special Use Permit to Allow a Short-Term Rental at 1521 N. Royal Avenue by Robert and Melissa Mitchell

Summary: Council is requested to consider approval of a Special Use Permit (SUP) An application submitted by Robert and Melissa Mitchell for a Special Use Permit to allow a Short-Term Rental, as defined in Town Code §175-3, located at 1521 N. Royal Avenue and identified by Tax Map 20A3-3-66-21A. The property is zoned R-1, Residential District.

The applicant intends to rent the house as a whole with six (6) bedrooms and no more than ten (10) occupants at a time. The home is the applicant's secondary residence. There is a permitted accessory structure on the property, but this application is not for the accessory structure.

Planning Commission recommended approval on April 15th with no conditions.

Letters were sent to the adjoining property owners notifying them of this public hearing.

Budget/Funding:

Meetings: Work Session May 4, 2026

Proposed Motion:

- 1) In furtherance of the purposes and objectives contained in Town Code §175-3, I move that Council approve a Special Use Permit (SUP) application submitted by Robert and Melissa Mitchell to allow a short-term rental at 1521 N. Royal Avenue, identified by Tax Map 20A3-3-66-21A.
- 2) I move that Council deny a Special Use Permit (SUP) application submitted by Robert and Melissa Mitchell to allow a short-term rental at 1521 N. Royal Avenue, identified by Tax Map 20A3-3-66-21A.

Moved _____ *Seconded* _____

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

PLANNING COMMISSION REGULAR MEETING
AGENDA STATEMENT

Meeting Date: April 15, 2026

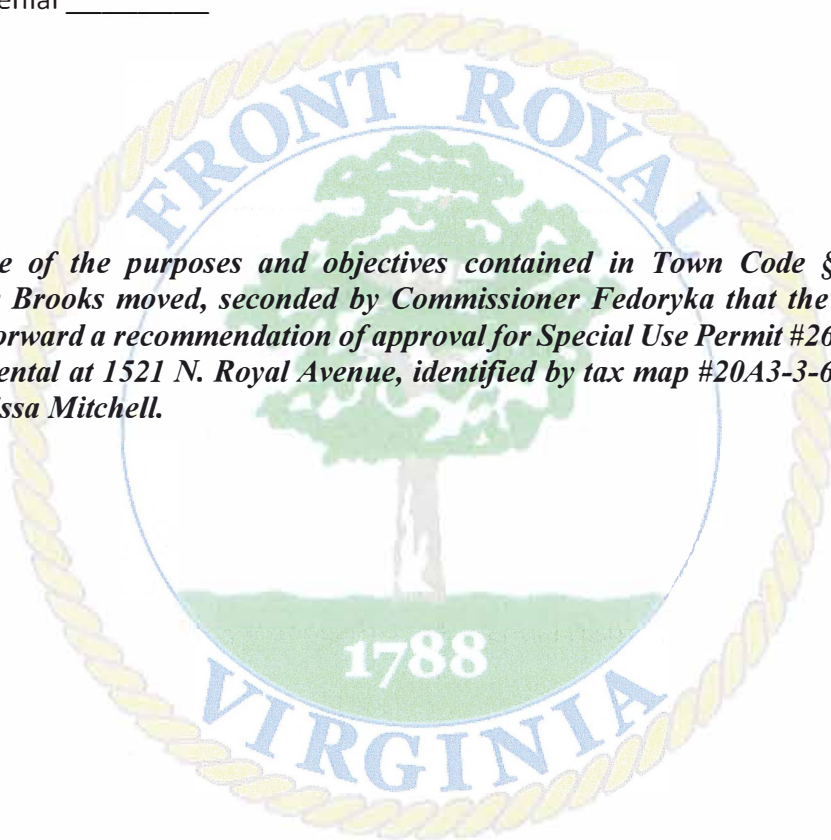
Public Hearing Item 1: 2600056 – A Special Use Permit Application to allow a Short-Term Rental, as defined in Town Code §175-3, submitted by Robert and Melissa Mitchell, and located at 1521 N. Royal Avenue, identified by Tax Map 20A3-3-66-21A. The property is zoned R-1, Residential District.

Recommendation of Approval ✓

Recommendation of Denial _____

Postponed _____

In furtherance of the purposes and objectives contained in Town Code §175-1(B), Commissioner Brooks moved, seconded by Commissioner Fedoryka that the Planning Commission forward a recommendation of approval for Special Use Permit #2600056 for a short-term rental at 1521 N. Royal Avenue, identified by tax map #20A3-3-66-21A for Robert & Melissa Mitchell.



Moved Brooks Seconded Fedoryka

Marshner ✓ Marrazzo ✓ Neel ✓ Brooks ✓ Fedoryka ✓

CERTIFIED by the Planning Commission

La R. Neel

Chairman Neel

Town of Front Royal, Virginia

Planning Commission Monthly Meeting Agenda

☐ Consent Action ☐ Administrative Action ☒ Public Hearing ☐ Discussion

Agenda Item: Special Use Permit – Short-Term Rental #2600056

MEETING DATE: April 15, 2026

SUMMARY: A Special Use Permit application has been submitted for a Short-Term Rental located at 1521 N. Royal Avenue. The applicant intends to rent the house as a whole with six (6) bedrooms and no more than ten (10) occupants at a time. The home is the applicant’s secondary residence.

Letters were sent to the adjoining property owners notifying them of this public hearing.

STAFF RECOMMENDATION: Staff completed an inspection on April 6, 2026 and found the interior in compliance with the Town Code. The driveway provides eight (8) off-street parking spaces meeting Town Code requirements.

Staff recommends approval with no additional conditions

DRAFT MOTION:

“In furtherance of the purposes and objectives contained in Town Code §175-1(B), I move that the Planning Commission forward a recommendation of approval for Special Use Permit #2600056 for a short-term rental at 1521 N. Royal Avenue, identified by tax map 20A3-3-66-21A for Robert & Melissa Mitchell.”

“I move that the Planning Commission keep the public hearing open to allow staff time to ascertain additional information regarding _____.”

“I move that the Planning Commission forward a recommendation of denial for Special Use Permit #2600056 for a short-term rental at 151 N. Royal Avenue, identified by tax map 20A3-3-66-21A for the following reasons: _____”

NOTE: These are only a draft motions. Alternative motions are also welcome.

PLANNING COMMISSION ACTION:

Moved _____ Seconded _____

Marshner _____ Marrazzo _____ Neel _____ Fedoryka _____ Brooks _____

☐ Approved ☐ Approved w/ Conditions ☐ Denied ☐ Other



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

**Planning Commission Regular Meeting
April 15, 2026**

APPLICATION #:

Special Use Permit Application #2600056

APPLICANT:

Robert M. and Melissa A. Mitchell

APPLICATION SUMMARY:

A Special Use Permit application has been submitted for a Short-Term Rental located at 1521 N. Royal Avenue. The applicant intends to rent the house as a whole, with six (6) bedrooms and no more than ten (10) occupants at a time.

Staff completed an inspection on April 6, 2026 and found the interior in compliance with the Town Code. The driveway provides eight (8) off-street parking spaces.

GENERAL INFORMATION:

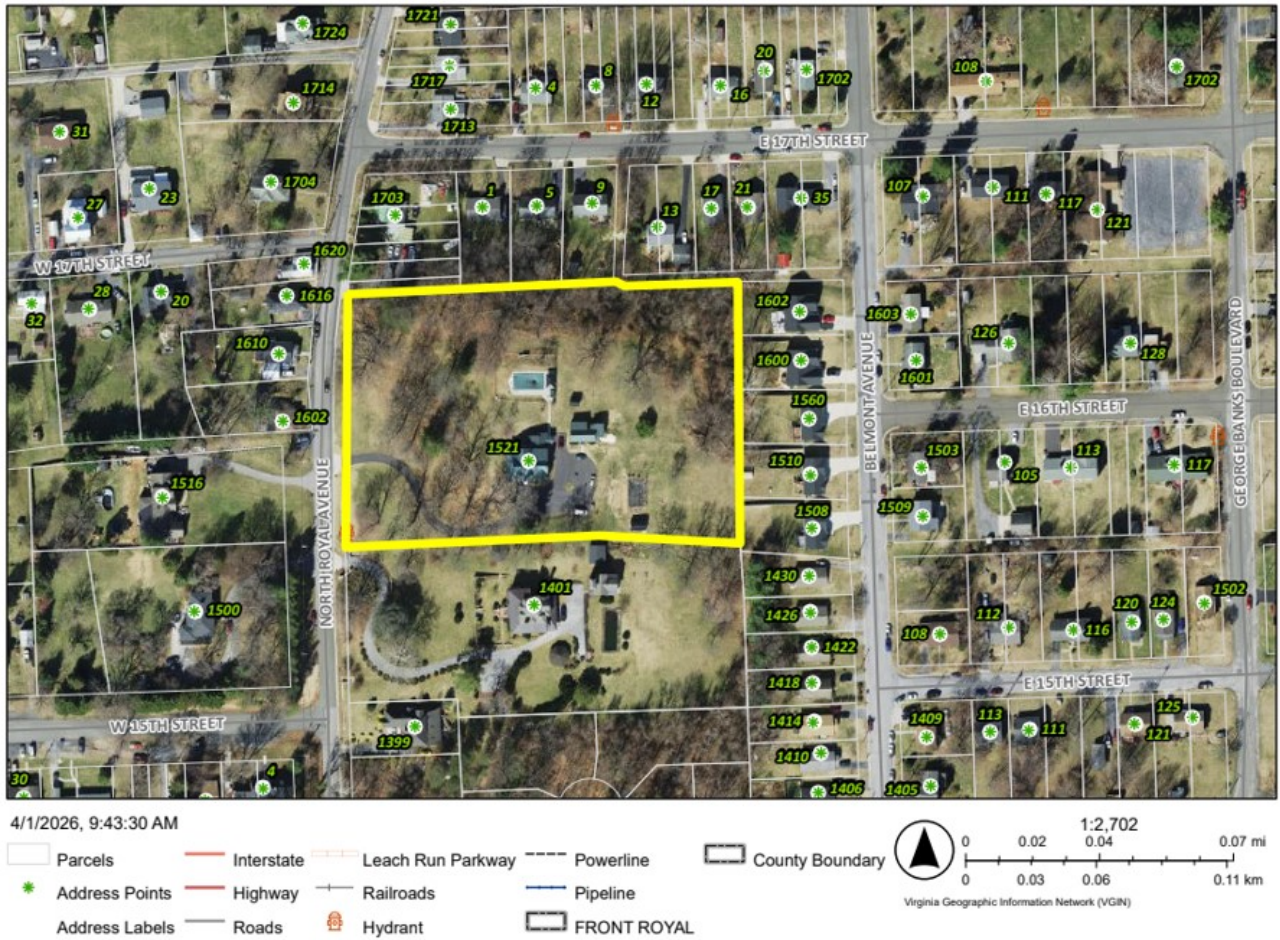
<i>Site Addresses</i>	1521 N. Royal Avenue
<i>Owner(s)</i>	Robert M. and Melissa A. Mitchell
<i>Zoning District</i>	R-1, Residential District
<i>Historic District</i>	No
<i>Tax Identification</i>	Tax Map #20A3-3-66-21A
<i>Request</i>	The Applicant is requesting to rent six (6) bedrooms and no more than ten (10) occupants at a time.

1521 N. Royal Avenue





Aerial Map (Warren County GIS)



STAFF RECOMMENDATION:

Staff recommends approval of this application with no conditions.

ATTACHMENTS: Application and supporting documents.

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

Permit #: 2600056
Fee Amount: \$1200.00 Check #2234
Date Paid: 2-17-26
Date Received: 2-17-26

SPECIAL USE PERMIT REQUEST FOR SHORT TERM RENTAL

APPLICANT:

NAME: ROBERT + MELISSA MITCHELL PHONE: 704-267-3507
ADDRESS 12373 SAN JOSE DR.; RESTON, VA 20191
E-MAIL _____

PROPERTY OWNER:

NAME: SAME PHONE: _____
ADDRESS _____
E-MAIL _____

PROPERTY DESCRIPTION:

PROPERTY ADDRESS 1521 N. ROYAL AVE.
TAX MAP 20A3 SECTION 3 BLOCK 66 LOT 21A
SUBDIVISION NAME _____
ZONING DISTRICT R-1 ACREAGE 4.3
SPECIFIC SPECIAL USE PERMIT REQUEST _____

- ☒ Whole house rental ☐ Partial rental, # of rooms rented _____
☐ Primary Residence ☒ Secondary Residence

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

- ☒ Survey plat or sketch to scale of property showing all **existing** improvements, parking and refuse area and property boundaries.
☒ Provide a map of area attractions
☒ Provide proof that notification to operate was sent to the HOA, if applicable.
☒ Complete management plan.
☒ Written consent given to the Town to inspect for compliance.
☒ Emergency dwelling evacuation diagram (posted in each bedroom)
☒ Application fee of \$1200.00

IN CASE OF AN EMERGENCY

If there is an emergency, or there are questions in regard to the property, please contact (owner) ROBERT MITCHELL
at (phone number) 704-267-3507 or (property manager) MELISSA MITCHELL
at (phone number) 704-645-7115.

If the emergency requires immediate assistance, please call the following or 911.

Front Royal Police Department: 540-635-2111 or 911, 900 Monroe Ave, Front Royal, VA 22630

Front Royal Fire Department: 540-635-2540 or 911, 221 N Commerce Ave, Front Royal, VA 22630

****If no answer please call the Warren County Sheriff's Department:** 540-635-4128 or 911

Front Royal Fire & Rescue: 540-635-3830 or 911, 200 Skyline Vista Drive, Front Royal, VA 22630

Warren Memorial Hospital: 540-636-0300 or 911, 351 Valley Health Way, Front Royal, VA 22630

Electrical Outage: 540-635-3027, 1101 Manassas Avenue, Front Royal, VA 22630. Outages may be reported online at <https://www.frontroyalva.com/FormCenter/Energy-Services-6/Report-Electric-Problem-46>.

Emergency/afterhours 540-635-2111

OCCUPANCY

The Special Use Permit limits the occupancy for this short-term rental at 10 People and 6 Bedrooms.

NOISE

It shall be a violation of Chapter 106 of the Front Royal Town Code for any person, without compelling reason, to make noise that by reason of its volume, pitch, duration, or repetition, considering the time of day, is likely to disturb the rest of any person of ordinary sensibilities or interfere with such person's lawful and peaceful enjoyment of property owned or rented by him.

PARKING

Minimum available parking is 8 vehicle(s) in the driveway.

TRASH AND RECYCLING

All trash and recycling shall be placed in containers provided by the owner.

- Trash receptacles are located (Clarify location of trash bags and receptacles)

BESIDE THE REAR PORCH, OFF OF THE KITCHEN

- Trash is collected (State the day of the week trash is picked up by the Town and where the container is to be placed on trash day)

Monday

CHECK-IN & CHECK-OUT

Provide details

check in is 4pm
checkout is 11am
guests will use door code

WIFI/PHONE/ETC

Provide details for special amenities if available

WIFI provided
password will be provided upon reservation

SPECIFIC PROPERTY DETAILS

Provide details regarding acreage, landscape, property boundaries (no trespassing notice), unique characteristic, warnings, kitchen use, house amenities, HVAC, etc.

Property boundaries are marked by woods at the left and the edge of the driveway on right. 4.3 acres includes an ADU/cottage which serves as the owner's second home. Please do not disturb.

AREA ATTRACTIONS

Provide a map of area attractions

- Attractions: i.e., Shenandoah National Park, Shenandoah River State Park, Skyline Caverns, Golf Courses, Canoe Companies
- Groceries & Convenience: i.e., Walmart, Target, Martins, CVS
- Restaurants
- Wineries & Breweries

SPECIFIC PROPERTY REGULATIONS

May be dictated by approved conditions or owner preference, examples below

- No shooting of firearms
- No outdoor fire burning
- No fireworks

See the house manual in the booking agreement

- K. The owners of the rental shall provide an emergency evacuation plan for the dwelling and the neighborhood.
- L. A copy of Chapter 106 of the Town of Front Royal Code relative to noise must be provided at the short-term dwelling.
- M. All outdoor burning shall be in compliance with Chapter 78 of the Town of Front Royal Code.
- N. Failure to comply with the approved conditions and/or supplemental regulations will subject the permit to revocation by the Zoning Administrator at any time.

Property Owner's Signature: Robert M Mitchell

CERTIFICATION:

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

Signature Robert M Mitchell Date 2/11/26

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.

As per Town Code Chapter 175-3 “Definitions”

Short-term rental- means the provision of a room or space that is suitable for, intended for occupancy for dwelling, sleeping, or lodging purposes, for a period of fewer than 30 consecutive days, in exchange for a charge for the occupancy. Any residential use that falls within the definition of short-term rental as defined in § 15.2-983, as amended, of Virginia State Code.

Short-term rental facility – A building or accessory structure, other than a hotel, motel, or bed-and-breakfast home, where lodging is provided for compensation on a short-term basis, and open to the public or transient guests. The maximum number of occupants shall not exceed ten (10) unless determined appropriate by Town Council.

Short-term rentals shall be permitted in all Zoning Districts by Special Use Permit and shall at a minimum meet the following requirements:

- A. The short-term rental owner of a dwelling unit to be used for a short-term rental shall apply for a Special Use Permit through the Department of Planning and Zoning and receive approval from Town Council prior to utilizing the dwelling unit as a short-term rental. Town Council may impose conditions necessary to mitigate adverse effects of the use on neighboring properties.
- B. The one-time application fee shall be \$1200.00.
- C. Staff will conduct an inspection prior to the issuance of the Special Use Permit approval. Additional inspections will be conducted on a complaint basis to ensure compliance with the performance standards listed in this section, along with any additional conditions imposed by Town Council, if applicable.
- D. The maximum number of occupants in the dwelling unit shall be determined by the number of bedrooms; there shall be no more than two (2) adults per bedroom. However, the maximum number of occupants shall not exceed 10 people unless approved by Council.
- E. Parking for the use shall be located in driveways or other designated and approved parking areas.
- F. There shall be no visible evidence of the conduct of such short-term rentals on the outside appearance of the property.
- G. A fire extinguisher shall be provided and visible in all kitchen and cooking areas; smoke detectors shall be installed in all locations as identified in the current Uniform Statewide Building Code; and a carbon monoxide detector must be installed on each floor in every dwelling.
- H. The owner of the dwelling used for short-term rentals shall give the Town written consent to inspect any dwelling used for short-term rental to ascertain compliance with all the above performance standards upon a twenty-four-hour notice.
- I. A property management plan demonstrating how the short-term rental will be managed and how the impact on neighboring properties will be minimized shall be submitted for review and approval as part of the permitting process to the Planning Department. The plan shall include local points of contact available to respond immediately to complaints, clean up garbage, manage unruly tenants and utility issues, etc. It shall also be posted in a visible location in the short-term rental. The contact numbers shall be provided to Town staff, public safety officials and, if applicable, the HOA of the subdivision. The plan must be provided as part of the rental contract.
- J. If the property is located within a subdivision governed by a homeowners' association, the Planning Department must receive proof that a notification to operate the short-term rental was sent to the HOA.

SKYLINE CABINS
Property Management Plan/Guest Agreement for
“Edge Hill” (1521 N. Royal Ave.; Front Royal, VA)

Welcome to the House Manual and guest agreement for Edge Hill, a property managed by **Skyline Cabins**. We offer properties throughout the Shenandoah Valley accommodating two to ten guests. For additional information, please visit:
www.skylinecabins.net

CONTACT / EMERGENCIES

Most booking platforms require guest communication to occur through their messaging systems. Please use the platform messenger for non-urgent matters.

- **In case of emergency, dial 911.**
- Front Royal Police Department: 540-635-2111
- Front Royal Fire Department: 540-635-2540
- Front Royal Fire & Rescue: 540-635-3830
- Warren Memorial Hospital: 540-636-0300
- Electrical Outage: 540-635-3027, Emergency/After Hours: 540-635-2111

- **Owner Contact:**
Robert & Melissa Mitchell (Owners)
571-441-1713
- **If the owners cannot be reached or a faster response is required:**
Chris Morrison
540-252-9282

PARKING

- Because the owners use the cottage as a second home, **no more than six (6) vehicles** are permitted without prior approval. At no time will more than eight (8) vehicles be permitted, including vehicles for the second home/cottage.
- Street parking is prohibited at all times, and vehicles are subject to towing if they are left on the street or blocking access to the parking area on the property.

WIFI ACCESS

Network: Skyline Cabins

Password: Shenandoah! (case sensitive)

If Wi-Fi goes down, unplug the router for 30 seconds and reconnect. This resolves most issues.

ARRIVAL / DEPARTURE

- **Check-In:** 4:00 PM
Instructions + door code sent 2–4 days prior.
- **Check-Out:** 11:00 AM

Please complete the following prior to departure:

- Remove all trash → outdoor receptacles (no trash on the ground)
- Load dishes & start dishwasher
- Strip used beds
- Leave towels in tubs/showers
- Return furniture to original placement

NO SMOKING

- Smoking is strictly prohibited indoors.
- Violation Fee: \$500
- Dispose of cigarette butts if smoking outside.

TRASH & RECYCLING POLICY

- All trash must be:
 - Bagged and tied
 - Placed in roll-out container
 - Lid fully closed
 - No exterior overflow permitted.
- Prohibited: fuel, paint, batteries, ashes, debris.
- Recycling Accepted:
 - Plastics #1, #2, #5
 - Rinsed cans
 - Paper
 - Cardboard
- Recycling Not Accepted: glass, Styrofoam, plastic bags, food waste.

Guests must place trash in outdoor receptacles by 6:00 PM on service day. The property caretakers will move the trash can to the street after 7:00 PM the night before collection and return the receptacles to the house the next day. At no time should trash be placed on the ground or in containers without lids.

HOUSE RULES

OUTDOOR QUIET HOURS: 9:00 PM – 9:00 AM

- Immediate neighbors may contact owners or authorities if disturbances occur. Verified complaints may result in termination without refund.
- **Front Royal's Town Code Chapter 106 states:**

“It shall be unlawful for any person to make, continue, or cause to be made or continued any loud, disturbing, and unnecessary noise within the Town of Front Royal which disturbs the peace, quiet, and comfort of any reasonable person of normal sensitivities or which injures or endangers the health, safety, or welfare of others.”
- **Violations May Include:**
 - Amplified outdoor music
 - Loud parties/gatherings

- Yelling or disorderly conduct
- Vehicle noise/revving
- Nighttime outdoor activity

COMPLAINT RESPONSE POLICY

If a disturbance is reported:

1. One warning may be issued (when feasible).
2. Continued violations may result in:
 - Immediate eviction
 - No refund
 - Fines/damage claims
 - Law enforcement involvement

Severe disturbances may result in immediate removal without warning.

OCCUPANCY/PARTIES / EVENTS

Parties and events are strictly prohibited.

No gatherings exceeding booked occupancy of **10 guests**.

SHORT-TERM RENTAL (STR) COMPLIANCE

- This property operates as a permitted short-term rental under applicable Warren County/Town of Front Royal regulations.
- By staying at the property, guests agree to comply with:
 - Occupancy limits
 - Parking rules
 - Trash handling
 - Fire safety laws
 - Noise ordinances
 - Nuisance regulations
- Violations of house rules or conditions of the STR permit may result in:
 - Immediate termination
 - Removal without refund
 - Financial liability for fines, citations, or permit penalties

FIRE SAFETY

The property is equipped with smoke detectors, carbon monoxide detectors, fire extinguishers, and code-compliant emergency egress. Tampering with or disabling safety equipment is prohibited and may result in immediate termination without refund.

PET POLICY

Sorry, but because of the historic nature of this property and the quality of furnishings and finishes, no pets are permitted under any circumstances.

HOLIDAY RESTRICTIONS

- No check-ins or check-outs on:

- Federal holidays
- Christmas Eve
- New Year's Eve
- Without prior approval.

POOL & SPA USE

1. No lifeguard on duty — swim and use the spa at your own risk.
2. Children must be supervised by an adult at all times.
3. Please shower before using the pool or spa.
4. Hours: 9:00 AM – 9:00 PM only.
5. No diving or jumping from structures, furniture, or pool/spa edges.
6. No running, rough play, or horseplay in pool or spa areas.
7. No intoxicated swimming or spa use.
8. No glass containers in or around the pool or spa.
9. No food, animals, or foreign substances in the pool or spa.
10. Do not use oils, bath products, soaps, or bubbles in the spa.
11. The pool fence and spa cover must remain secured when not in use.
12. Registered guests only — no outside visitors or parties.
13. Do not tamper with pool or spa equipment, temperature controls, or settings.
14. Spa temperatures are preset for safety — do not adjust.
15. Pregnant individuals or persons with medical conditions should consult a physician before spa use.
16. Limit spa use to 15 minutes at a time to prevent overheating.
17. Exit the pool or spa immediately during lightning or severe weather.

By staying at the property, guests accept all risks and agree to hold harmless the owners and all affiliated parties from any liability arising from the presence or use of the pool and spa.

SMART TV INSTRUCTIONS

Smart TVs are in the family room, master bedroom, and the bunk room. Guests must supply their own streaming services. If a television becomes disconnected from the network, use credentials posted by TV, not the guest Wi-Fi network. Please log out of streaming accounts before departure.

GRILL USE

- Electric grills provided.
- Guests must clean before/after use.
 - Wipe grease
 - Dishwasher-safe griddles
 - Use plastic scrapers only
 - No grill brushes
- Keep grill ≥18" from exterior walls.

FIRE PIT USE

Fire pit use must comply with **Front Royal Town Code Chapter 78** and Virginia burn laws.

- No open burning is permitted, only use of the provided firepit with a screen
- Firewood/approved logs only
- No trash, brush, debris
- Follow burn bans
- Fires supervised at all times
- No high-wind use
- Fully extinguish after use
- Do not move fire pit
- Must remain ≥25 ft. from structures
- Violations may result in:
 - Municipal fines
 - Fire response charges
 - Property damage liability
 - Revocation of fire pit privileges

Use constitutes agreement to these laws.

PUBLIC NUISANCE / DISORDERLY CONDUCT

Any conduct deemed a nuisance — including illegal activity, repeated complaints, or unsafe behavior — may result in:

- Immediate removal
- Forfeiture of charges
- Security claims
- Law enforcement referral

LINENS

- Extra bedding → closets/dressers
- Decorative shams not for use
- Extra towels → under sinks
- Non-white towels → hot tub
- Cleaning cloths → under sink

INVENTORY

Report missing/damaged items promptly.

NEST THERMOSTAT / HVAC

Rotate ring → adjust temperature

Press face → confirm selection

INCLEMENT WEATHER

Driveways plowed after ~2" snowfall.

AWD recommended for steep drives. Road clearing is managed by local crews.

FIREPLACES

Fireplaces are **inoperable**. Use is prohibited and will result in **immediate termination without refund**.

PROHIBITED ACTIVITIES

- Illegal activity of any kind is strictly prohibited and will result in immediate removal and law enforcement involvement.
- Guests may not discharge a firearm or use fireworks of any kind at the property.

ACKNOWLEDGMENT OF LOCAL LAW COMPLIANCE

By booking or occupying the property, guests acknowledge:

- Receipt of this House Manual
- Understanding of Front Royal ordinances
- Agreement to comply with STR regulations
- Financial responsibility for violations caused by themselves or invitees

Consent to Inspect

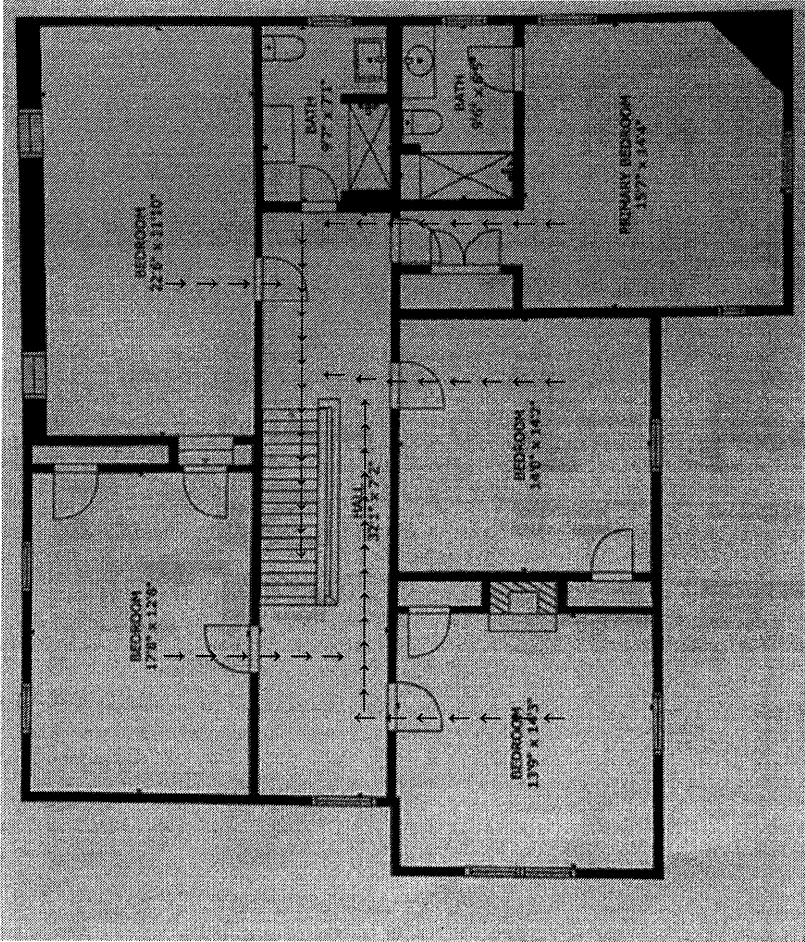
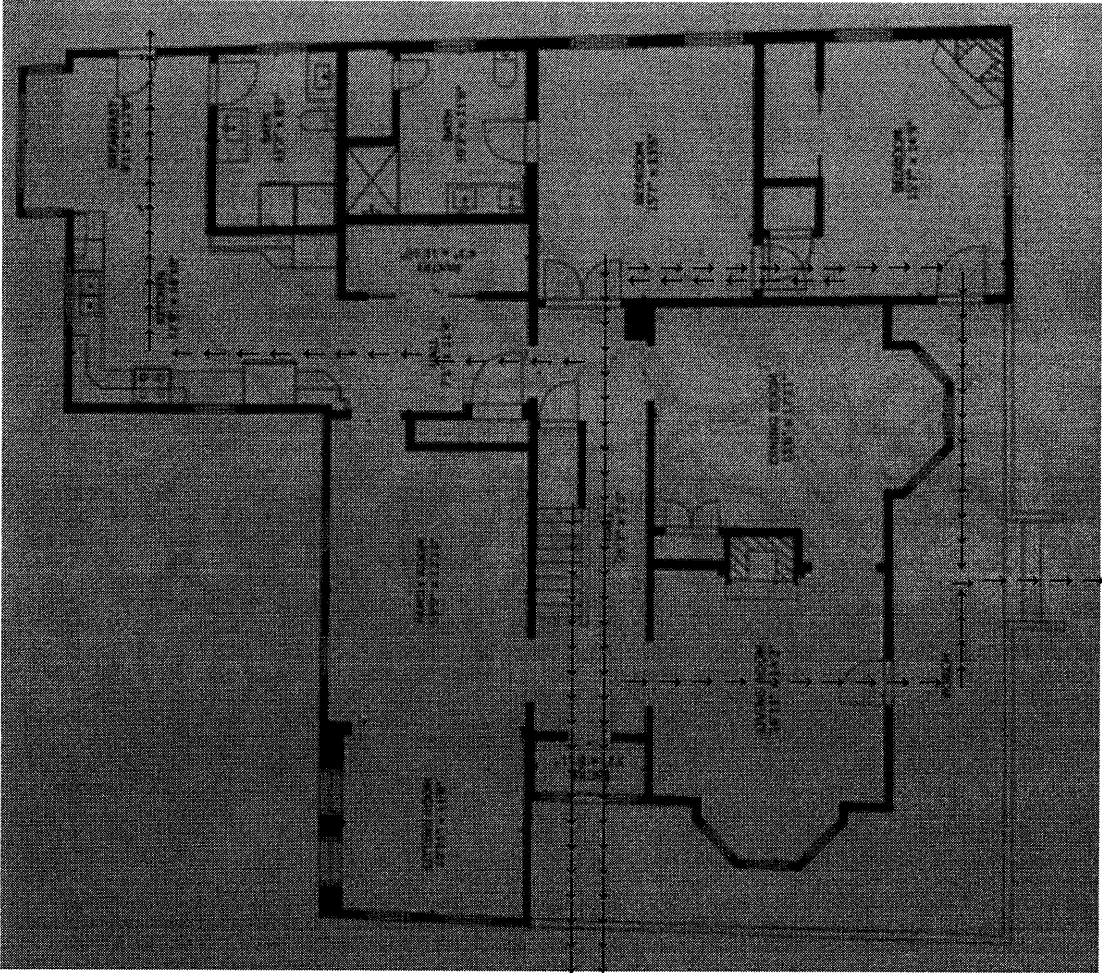
We, the owners of 1521 N. Royal Avenue; Front Royal, VA, do give staff of the Town of Front Royal permission to inspect our property for compliance of STR regulations.

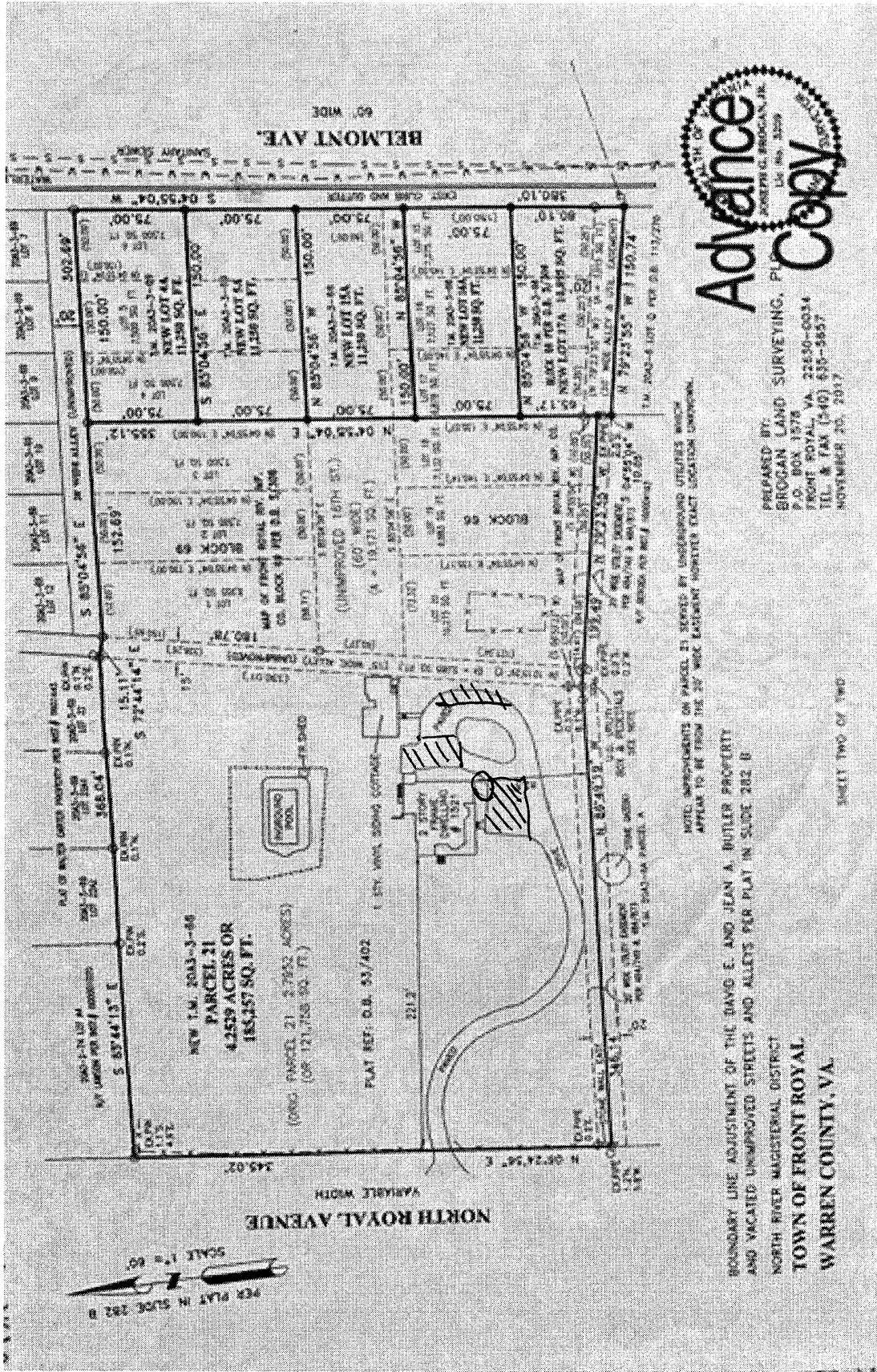
M Mitchell 2/16/20
Melissa A Mitchell 2/16/2020

FIRE EVACUATION MAP

← FIRST FLOOR

↓ SECOND FLOOR





Advance
 BROTHERS & SONS, INC.
 1000 N. 10TH ST.
 SUITE 100
 FARMER, VA 22430

Copy

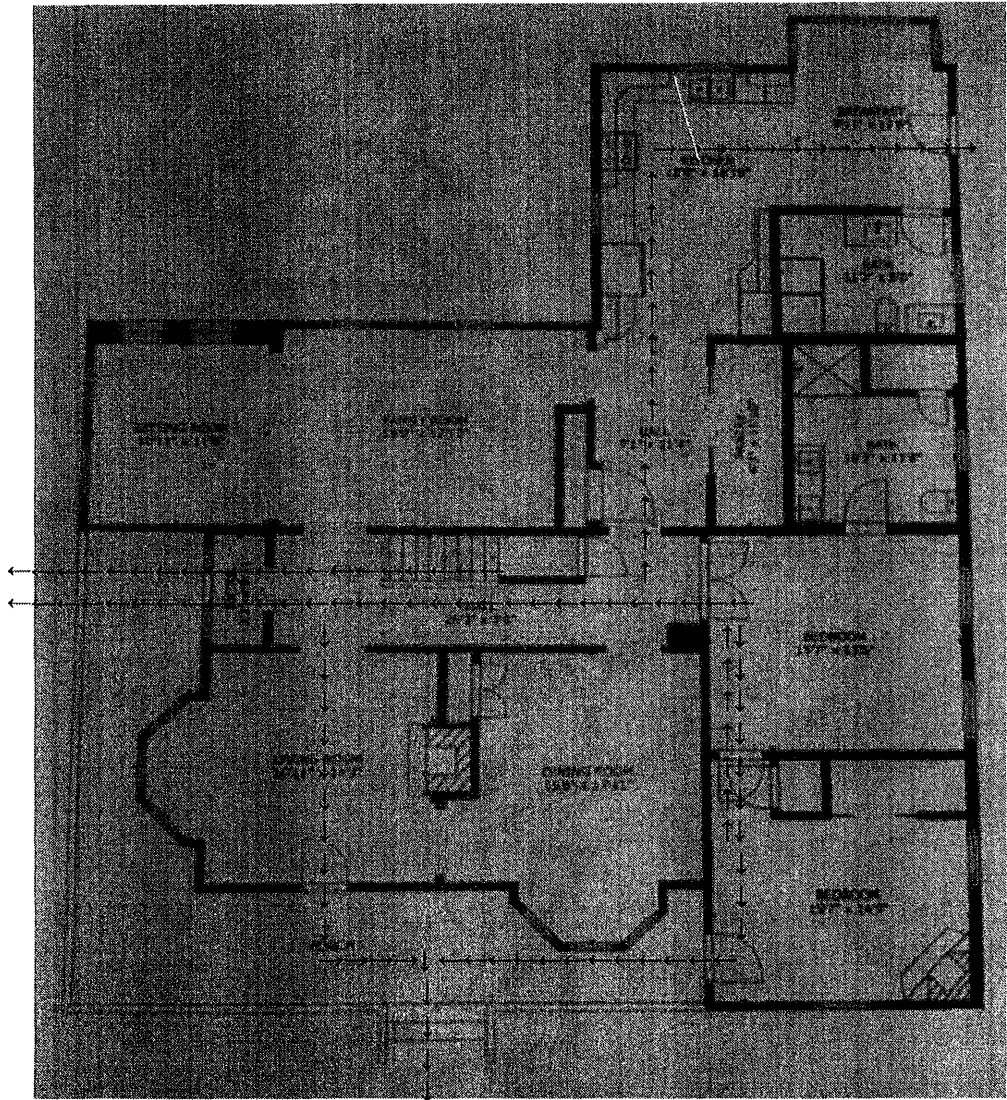
PREPARED BY:
 BROGAN LAND SURVEYING, P.C.
 P.O. BOX 1578
 FRONT ROYAL, VA 22630-0034
 TEL. & FAX (540) 638-5657
 NOVEMBER 20, 2017

NOTE: IMPROVEMENTS ON PARCEL 21 SHOWN BY UNDERGROUND UTILITIES WHICH
 APPEAR TO BE FROM THE 20' WIDE EXISTENT HIGHWAY EXACT LOCATION UNKNOWN.

BOUNDARY LINE ADJUSTMENT OF THE DAVID E. AND JEAN A. BUTLER PROPERTY
 AND VACATED UNIMPROVED STREETS AND ALLEYS PER PLAN IN SLIDE 282 B
 NORTH RIVER MAGISTERIAL DISTRICT
 TOWN OF FRONT ROYAL
 WARREN COUNTY, VA.

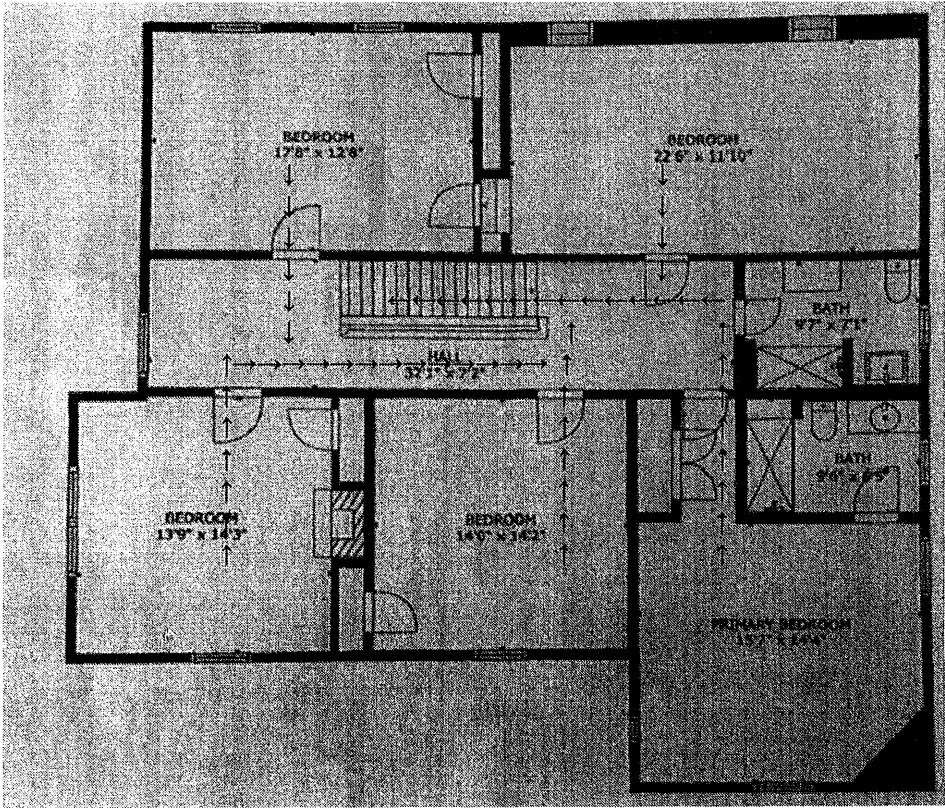
SHEET TWO OF TWO

FIRE EVACUATION MAP



← FIRST FLOOR

↓ SECOND FLOOR



MEMO

#2600056

To: Front Royal Planning and Zoning Commission

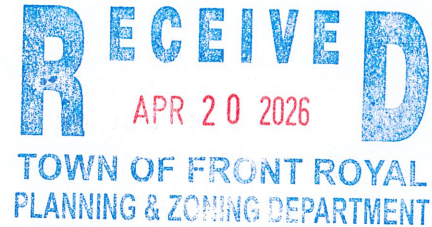
From: Linda McCarthy

Kristen Sanders

Date: April 6, 2026

Subject: Special Use Permit Application Allowing a Short-Term Rental

at 1521 N. Royal Ave., Front Royal, VA (Tax Map 20A3-3-66-21A)



We received the customary written notice in the mail regarding use of the above referenced property, also known as "Edge Hill," as a short-term rental distention. Looking east and beyond the woodline, our house and backyard abut the "Edge Hill" acreage.

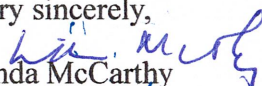
Having enjoyed several years of relative peace and quiet, we were a little concerned that the property, with its impressive yard and inground pool, would become a magnet for noisy partygoers and assorted mischief-makers. Such has been the unforgivable fate of many short-erm rental attractions.

However, after a warm and engaging telephone conversation with Mr. Robert Mitchell, one of the new owners of "Edge Hill," our fears have been allayed. Mr. Mitchell addressed our concerns, even inviting us to visit the house at some point. He also spoke of his respect for the historic nature of the tract, citing its importance to the Battle of Front Royal. As for the handsome mansion, the Mitchells are determined to see that the renovated 19th-century structure is thoroughly and thoughtfully maintained.

With expressed intentions and assurances such as these, we happily welcome the Mitchells to the "Edge Hill" neighborhood and support their application for a short-term rental special use permit.

Our only regret is that we cannot offer this response in person. However, we respectfully ask that it be read at the April 15 public hearing and included in the proceedings' formal record.

Very sincerely,


Linda McCarthy


Kristen Sanders

1560 Belmont Avenue

Front Royal, VA 22630



REGULAR WORK SESSION ACTION AGENDA STATEMENT

Meeting Date: May 26, 2026 Item# 7C

Agenda Item: PUBLIC HEARING- An application for a Zoning Text Amendment to amend Town Code §175-3 to define “Firearms Retail Establishment” and “Firearms Manufacturing,” and to amend Town Code §175-39.A to permit Firearms Retail Establishments by-right in the C-1 Community Business District, and to amend Town Code §175-39.B to permit Firearms Manufacturing by Special Use Permit.

Summary: An application for a Zoning Text Amendment to define Firearms Retail Establishment and Firearms Manufacturing in Town Code §175-3 and amend Town Code §175-39.A to permit Firearms Retail Establishments by-right in the C-1 Community Business District and to amend Town Code §175.39.B to permit Firearms Manufacturing by Special Use Permit.

The context of this text amendment is whether the assembly of guns which by Town Code classifies as an industrial use, is appropriate in the commercial zone. The primary use of the property is for retail sales of firearms. The FFL 07 credentials from the ATF permits the applicant to assemble and repair the guns at the location but Town Code does not at this time.

The amendment would require a SUP if the assembly use overtakes the retail uses.

Planning Commission recommended approval on April 15th with no conditions.

Budget/Funding:

Meetings: Work Session May 4, 2026

Proposed Motion:

I move that Council adopt an Ordinance to amend Town Code §175-3 to define “Firearms Retail Establishment” and “Firearms Manufacturing,” to amend Town Code §175-39.A to permit Firearms Retail Establishments by-right in the C-1 Community Business District, and to amend Town Code §175-39.B to permit Firearms Manufacturing by Special Use Permit, as presented.

Moved _____ *Seconded* _____

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

PLANNING COMMISSION REGULAR MEETING
AGENDA STATEMENT

Meeting Date: April 15, 2026

Public Hearing Item 2: 2600105 – An application for a Zoning Text Amendment to define Firearms Retail Establishment and Firearms Manufacturing in Town Code §175-3 and amend Town Code §175-39.A to permit Firearms Retail Establishments by-right in the C-1 Community Business District and to amend Town Code §175.39.B to permit Firearms Manufacturing by Special Use Permit.

Recommendation of Approval ✓

Recommendation of Denial _____

Postponed _____

In order to promote the general welfare of the public and in accordance with Town Code §175-1(B), Commissioner Brooks moved, seconded by Commissioner Fedoryka that the Planning Commission forward a recommendation of approval to the Town Council to approve a Text Amendment to define Firearms Retail Establishment and Firearms Manufacturing in Town Code §175-3 and amend Town Code §175-39.A to permit Firearms Retail Establishments by-right in the C-1 Community Business District and to amend Town Code §175.39.B to permit Firearms Manufacturing by Special Use Permit.

Moved Brooks Seconded Fedoryka

Marshner ✓ Marrazzo ✓ Neel ✓ Brooks ✓ Fedoryka ✓

CERTIFIED by the Planning Commission

John Neel

Chairman Neel

Town of Front Royal, Virginia

Planning Commission Regular Meeting Agenda

☐ Consent Action ☐ Administrative Action ☒ Public Hearing ☐ Discussion

Agenda Item: Zoning Text Amendment #2600105

MEETING DATE: April 15, 2026

SUMMARY: An application for a Zoning Text Amendment to define Firearms Retail Establishment and Firearms Manufacturing in Town Code §175-3 and amend Town Code §175-39.A to permit Firearms Retail Establishments by-right in the C-1 Community Business District and to amend Town Code §175.39.B to permit Firearms Manufacturing by Special Use Permit.

STAFF RECOMMENDATION: Staff recommends approval.

DRAFT MOTION: “In order to promote the general welfare of the public and in accordance with Town Code §175-1(B), I move that the Planning Commission forward a recommendation of approval to the Town Council to approve a text amendment to define Firearms Retail Establishment and Firearms Manufacturing in Town Code §175-3 and amend Town Code §175-39.A to permit Firearms Retail Establishments by-right in the C-1 Community Business District and to amend Town Code §175.39.B to permit Firearms Manufacturing by Special Use Permit.”

“I move that the Planning Commission keep the public hearing open to allow staff time to ascertain additional information regarding _____. ”

“I move that the Planning Commission forward a recommendation of denial to the Town Council for Zoning Text Amendment #2600105 for the following reason(s)_____: ”

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

Staff Report: Zoning Text Amendment 2600105

Background Information	Retail firearms sales are permitted within the commercial district, but the assembly of firearms is not. Currently, the Towns code does not describe a key portion of the firearms sales business activities, i.e, gunsmithing which then relegates any assembly of firearms for sale to the industrial areas. At a certain level of assembly, an industrial designation would be appropriate. However, for a small shop owner, that can be burdensome. This text amendment will sufficiently define the retail sales and assembly of firearms and distinguish between when it can be by-right vs. a Special Use Permit.
Code Sections Amended	§175-3 Definitions; and §175-39.A and §175.39.B.

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

Permit: # 2600105
Fee Amt: \$650.00
Date Paid: 3/9/26
Date Received: 3/9/26

ORDINANCE / TEXT AMENDMENT APPLICATION

APPLICANT:

NAME: David Cressell PHONE: 540-305-9845
ADDRESS 275 Gary Ln Front Royal, VA 22630
E-MAIL _____

TYPE OF REQUEST – Please mark type of request and complete information.

☒ **ZONING ORDINANCE TEXT AMENDMENT (Town Code Chapter 175)**

Code Section: 175-3 + 175-39

Description of amendments: Establishing Firearms Retail as any business engaged in the sale, manufacturing for sale or repair of firearms (guns/shotguns) where the assembly of firearms accounts for less than 35% of the retail sold inside of the commercial code instead of industrial. Also making Firearms Manufacturing and large scale assembly or making firearms for whole sale or distribution

☐ **LAND SUBDIVISION TEXT AMENDMENT (Town Code Chapter 148)**

Code Section: _____

Description of amendments: _____

REQUIRED MATERIALS LIST

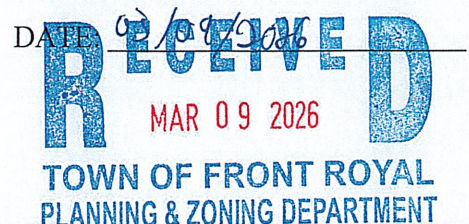
- ☒ One (1) copy of application (this form completed).
☒ Letter explaining request and public purpose necessitating the amendment.
☒ Application Fee – Check # _____ Cash _____ Card ✓
☒ Copy of text amendment.

All public hearing materials must be submitted at one time by 4:30 PM on the deadline date for the next regular meeting in order to be placed on the agenda. **Only complete applications, which include all the above materials, will be accepted.**

I/we hereby certify that I/we own property within the Town of Front Royal and that the above information is complete and correct.

SIGNATURE: David Cressell
Applicant

June 11, 2025



**AN ORDINANCE TO DEFINE FIREARMS RETAIL ESTABLISHMENT AND FIREARMS
MANUFACTURING IN TOWN CODE §175-3 AND AMEND TOWN CODE §175-39.A
TO PERMIT FIREARMS RETAIL ESTABLISHMENTS BY-RIGHT IN THE C-1
COMMUNITY BUSINESS DISTRICT AND TO AMEND TOWN CODE §175.39.B TO
PERMIT FIREARMS MANUFACTURING BY SPECIAL USE PERMIT.**

175-3 DEFINITIONS

Firearms Retail Establishment: any business engaged in the sale, manufacture for sale, or repair of firearms and where the assembly of firearms accounts for less than 35% of the retail area.

Firearms Manufacturing: The commercial production, fabrication, assembly, or processing of firearms, including frames, receivers, and component parts, for sale, transfer, or distribution. This use does not include minor gunsmithing, repair, or customization conducted as an accessory use to a retail establishment.

COMMUNITY BUSINESS DISTRICT (C-1)

175-38 STATEMENT OF INTENT (C-1)

The Community Business C-I District is intended to accommodate general business areas, highway-oriented commercial uses, and selected retailing operations. The Community Business C-I District recognizes the demand for a variety of land uses near or adjacent to the major traffic arteries in Town.

175-39 USE REGULATIONS (C-1)

- A. Subject to the standards and requirements set forth in this Chapter, except as prohibited or restricted by separate restrictions of record that may pertain to property within the C-1 District, the following uses of land and buildings are permitted by-right in the C-1 District:

RESIDENTIAL:

Up to three (3) dwelling units of any type, but not on the ground floor.

Caretaker quarters.

COMMERCIAL:

Appliance stores and repair services.

Assembly Halls.

Automobile and truck sales lots and leasing agencies, in accordance with Section 175-44.E.

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

Bakeries, when products are sold as retail on the premises.

Banks, branch banks, and financial institutions.

Barber and beauty shops.

Car washing.

Catering Services.

Contractor's offices, display rooms and storage.

Commuter parking facilities.

Department Stores.

Drugstores.

Firearms Retail.

Florist shops/floral designers.

Funeral homes.

Furniture stores.

Grocery stores.

Hardware stores.

Laundries, Laundromats and dry cleaners.

Lumber and building supply, with storage under cover.

Machinery sales and service.

Motels, hotels, and tourist homes.

Newspaper and other printing establishments.

Personal Services.

Retail Stores, as defined in Section 175-39.C.

Pharmaceutical Center.

Professional and Business Offices.

Radio and television broadcasting stations, studios or offices.

Recreational Facility, Commercial.

Restaurants, including drive-in restaurants.

Special childcare services.

Technology business, as defined in Section 175-3, provided that such use does not involve broadcast or communications towers or manufacturing operations.

Theatres, Indoor.

Tobacco, smoke or vape shop in accordance with provisions of Section 175-152.

Veterinary hospitals.

Wearing-apparel stores.

INDUSTRIAL:

ORGANIZATIONAL:

Art galleries and museums.

Churches.

Public libraries.

MISCELLANEOUS:

Accessory uses, structures and buildings.

Home occupations.

Open Space.

Public facilities.

Public parks and playgrounds.

Public utilities.

Signs, as set forth in Section 175-106.

Special childcare services.

Such other uses as determined similar to one (1) or more enumerated uses by the Zoning Administrator.

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

RESIDENTIAL:

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

COMMERCIAL:

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

Automobile Parking Lots, commercial.

Bed and Breakfasts, as set forth in Section 107.3.

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

Farmers' markets, and flea markets, in accordance with Section 175-44.F.

Kennels.

Shopping centers as set forth in Section 175-111.

Tobacco, smoke or vape shop.

INDUSTRIAL:

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

Firearms Manufacturing.

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

ORGANIZATIONAL:

Schools.

MISCELLANEOUS:

Any use permitted under Section 175-39, or specifically listed above under this subsection, that proposes to occupy a building or structure that exceeds the height requirements of Section 175-41, subject to the requirements of Section 175-136. Additional heights approved by a special use permit shall be required to increase the required setback and yard area requirements by an equivalent distance from each property line.

Conservation areas.

Communication towers, in accordance with Section 175-110.4.

Conversion of a structure originally designed and intended for occupancy as a single-family dwelling into a structure with more than one (1) dwelling.

Boarding Houses, Clubs and Lodging Houses.

Mini-warehouses, subject to the standards of Section 107-44.G.

Nursing homes, as set forth in Section 175-107.

Parking Structures.

Structures with a height between forty-five (45) feet and seventy (70) feet, and any residential structure not in conformance with the height limitation of Section 175-41.

Structures with a gross floor area of fifty thousand (50,000) square feet or more.

Townhouse-style commercial development, where the intent is to divide the property into individual lots.

- C. For the purpose of this section, "retail stores" are defined as buildings for the display and sale of merchandise at retail or for the rendering of personal services, but specifically exclusive of coal, wood and oil and lumberyards, accessory uses, adult bookstores (stores engaged in the sale of magazines and other publications of sexually-oriented nature), massage parlors and stores engaged in the sale of sexual aids, devices and merchandise.

(Ord. of 7-25-05; Ord. of 7-28-08; Ord. of 6-22-15; Ord. of 2-24-25(2))

175-40 AREA REGULATIONS (C-1)

A. *Minimum Lot Size:*

1. Residential uses with four (4) or more units = six thousand (6,000) s.f. first unit; one thousand five hundred (1,500) s.f. each additional unit.
2. All other uses: Seven thousand five hundred (7,500) s.f.

- B. *Minimum Unit Size:* The minimum average unit size (floor area) per dwelling unit, where fewer than four (4) units are provided shall be three hundred (300) square feet. No dwelling unit shall have less than two hundred fifty (250) square feet of living area. This living area shall not include bathroom, closet and storage space.

- C. *Minimum District Size:* Five (5) acres.

D. *Minimum Lot Width:*

1. Interior Lot: Seventy-five (75) feet.
2. Corner Lot: Ninety (90) feet.

175-41 MAXIMUM HEIGHT OF BUILDINGS (C-1)

- A. *Residential Buildings:* Thirty-five (35) feet, except as otherwise provided in this section.

- B. *Other Principal Buildings:* Forty-five (45) feet except as provided in Section 175-39.B.

- C. *Residential structures* may have a maximum overall height of forty-five (45) feet, provided that the slope of the roof exceeds thirty-five (35) percent and the required yards are increased by one (1) foot for each foot in height over thirty-five (35) feet.

- D. *Exemptions from height requirements:*

1. Church spires.
 2. Belfries.
 3. Cupolas.
 4. Municipal water towers.
 5. Chimneys.
 6. Flues.
 7. Flagpoles.
 8. Television antennas.
 9. Radio aerials.
 10. Parapet walls up to four (4) feet above the height of the building on which the wall rests.
- E. *Accessory buildings and structures:* Thirty-five (35) feet; however, in no case, shall the height of an accessory structure exceed the height of the principal structure.
- (Ord. of 6-22-15)

175-42 MINIMUM SETBACK AND YARD DIMENSIONS (C-1)

- A. *Principal Structures*, when abutting properties are in a commercial or industrial district.
1. Front setback:
 - a. Where no parking is provided between the structure and the street: five (5) feet. Provided, however, that no drive aisle shall be located within five (5) feet of any structure having a setback less than fifteen (15) feet.
 - b. Where parking is provided between the structure and the street: fifty (50) feet.
 2. Side: Ten (10) feet on one (1) side only.
 3. Rear: Fifteen (15) feet.
 4. Corner side: Fifteen (15) feet.
- B. *Accessory Structures:*
1. Front setback: Twenty-five (25) feet, except that accessory structures shall not be located closer to the street than the principal structure.
 2. Side: Five (5) feet or fifty percent (50%) of building height, whichever is greater.
 3. Rear: Five (5) feet or fifty percent (50%) of building height, whichever is greater.
 4. Corner side: Twenty (20) feet, except that accessory structures shall not be located closer to the street than the principal structure.
- C. *Transitional yards*, when located adjoining a residential district.
1. Side yard: Fifteen (15) feet.
 2. Rear yard: Twenty (20) feet.
 3. No structures, storage, use or parking shall be located in a transitional yard.
 4. Transitional yards shall be landscaped in accordance with the provisions of Section 148-44.

- D. Where parking is provided in a perpendicular manner between the principal structure and the street a minimum parking setback of ten (10) feet and a minimum building setback of fifty (50) feet shall be provided. The parking setback shall be landscaped in accordance with Section 148-48(E)(2).
- E. The Town Council may waive the setback, yard and lot size requirements for townhouse style commercial project, approved by special permit, where such waiver is needed to produce a functional and desirable site layout; provided, however, that no adverse impact to adjoining property results from the waiver.

175-43 OPEN SPACE REGULATIONS (C-1)

- A. Maximum building coverage for apartment structures exceeding four (4) units: Fifty percent (50%).
- B. Maximum building coverage for all other structures: Seventy-five percent (75%).
- C. Maximum impervious surface coverage: Ninety percent (90%), including off-street parking.

175-44 PERFORMANCE STANDARDS (C-1)

- A. *Screening:*
 - 1. Except where otherwise specifically approved in the Town Code, permitted uses shall be conducted wholly within a completely enclosed building.
 - 2. Outdoor storage, outdoor display or outdoor sale of goods shall only be permitted when each of the following standards are met:
 - a. Outdoor storage, outdoor display, or outdoor sale of goods shall be used in direct association with the primary use or uses of the property.
 - b. Outdoor storage, outdoor display and/or outdoor sales shall be screened to obstruct view from any adjacent public street. A screen may consist of a building, solid masonry wall, uniformly painted solid board fence or landscaping. The height of the screening shall be six feet (6') unless an alternative height is approved by the Planning Commission during the review of a site plan.
 - 3. The following types of outdoor display and/or outdoor sales shall be exempt from the requirements of Section 175-44.A.2.b:
 - a. Motor vehicles.
 - b. Power operated machines designed for outdoor labor, such as farming, construction or lawn maintenance, as well as large equipment, products, and materials designed to be kept outdoors.
 - c. Plants and other landscaping products typically sold with plants.
 - d. Temporary or seasonal activities, such as but not limited to, peddlers, yard sales, and itinerant merchants that have obtained approval from the Town.
 - e. Pre-manufactured buildings.
 - f. Vending machines.
 - g. General products, goods, merchandise, and/or materials, provided that: (i) no more than two hundred (200) square feet of area is used, and (ii) outdoor display and/or sales are restricted from the evening and night hours from 8:00 p.m. to 5:00 a.m., except that general products, goods, merchandise, and/or materials may be kept outdoors if located under a roofed structure.
 - h. Flea markets, subject to any conditions issued with special use permit, performance standards of the underlying zoning district, and requirements of Section 98-46 of the Town Code.
 - 4. Commercial development shall be permanently screened from adjoining and contiguous residential district by a wall, fence, evergreen hedge, and/or other suitable enclosure with a minimum height of six

- (6) feet. Any area between such enclosure and the property line shall be landscaped to form a permanent screening area. The requirement for a screening area may be waived if equivalent screening is provided by existing parks, recreational areas, or by topographic or other natural conditions.
5. The provision of subsection A.4 above, shall not apply when the (architectural) front of any commercial building faces the street across from a residential district or when strict application of the requirement relative to screening can be demonstrated as not serving the purpose for which it is intended.
- B. *Lighting:* Lighting facilities shall be arranged in a manner that will protect the public roadway and neighboring properties from direct glare, intrusion or hazardous interference. Parking lot and building lighting shall be directed so that the lighting does not extend beyond the property boundary. Lighting facilities shall be required along private and public streets and within parking areas, installed at the developer's expense.
- C. *Miscellaneous:*
1. No flammable or explosive liquids, solids or gases shall be stored in bulk above ground; provided, however, that tanks or drums of fuel directly connecting to energy devices, heating devices or appliances located on the same lot as the tanks or drums of fuel are excluded from this provision.
 2. All fuel and raw materials stored outdoors shall be enclosed by a fence adequate to conceal the facilities from any adjacent properties or roadways.
 3. No materials or wastes shall be deposited upon a lot in such form or manner that it may be transferred off the lot by natural causes or forces.
 4. All refuse containers shall be adequately sized to handle the needs of the facility or development and all material or wastes which might cause fumes or dust, constitute a fire hazard,, or may be edible or otherwise attractive to rodents or insects shall be stored only in completely closed containers.
 5. All outdoor refuse storage areas shall be located in a paved area and hidden from general public view, either from within or outside the lot, by means of fences or walls, and landscape planting. A solid wood or masonry fence at least six (6) feet in height shall be provided on three (3) sides, with a solid opaque gate on the fourth side. Landscaping shall be incorporated to improve the visual appearance.
- D. *Landscaping:* All sites and parking areas shall be landscaped in accordance with the provisions of Sections 148-46, 148-47 and 148-48.
- E. *Automobile and Truck Sales Lots and Leasing Agencies:* Vehicle repair shall only be permitted as an accessory use to automobile and truck sales lots and leasing agencies, except where a special use permit is issued for automobile repair. All incidental repair of vehicles shall be conducted within a building enclosed on all sides.
- F. *Farmer's Markets and Flea Markets:* Where farmer's markets are permitted under the provisions of this Chapter, the following standards shall be required:
1. Adequate water and sanitary facilities shall be provided if found necessary based on the size, frequency and duration of the market.
 2. A minimum twenty-five-foot setback shall be maintained from all property lines, excluding structures and uses in existence prior to July 1, 2001.
 3. No adverse effect on adjoining properties, including, but not limited to, excessive or untimely noise or lighting, overflow parking, or visual problems potentially affecting property values or marketability, is found.
 4. All tables, facilities and structures shall be maintained in a well-kept and attractive manner.
 5. No manufactured buildings shall be permitted.
 6. Unless otherwise approved as part of a special use permit, all temporary structures or facilities shall be removed during the days that the market is not in operation.

7. Operation of a Flea Market shall be confined to Friday, Saturday, Sunday, and Holidays, unless other dates are specifically approved by the Town Council in conjunction with the Special Permit. The hours of operation shall be posted on the property.
 8. If a Flea Market or Farmers' Market elects to close during part of the year, or is required to close during part of the year by a condition of a special use permit, all tables and other temporary fixtures shall be removed within two (2) weeks of such closure. Such fixtures may be stored on the site, provided they are located within a completely enclosed building or otherwise screened from public view, in accordance with Section 175-44.A.
 9. All Flea Markets and Farmers' Markets shall be swept clean, hosed down and/or picked clean daily. No food products or debris shall be permitted to remain upon the site overnight. All food products sold at the market must be displayed under sanitary conditions and sold in compliance with all requirements of the Virginia Department of Health or Virginia Department of Agriculture and Consumer Services.
 10. Any expansion, including, but not limited to, new construction, an increase in the days of operation, or other significant changes to the use of the property, shall only be authorized with a special use permit.
 11. Landscaping shall be provided where feasible and desirable for purposes of improvement aesthetics, screening, shade and the natural environment.
 12. Fencing may be required for purposes of improvement aesthetics, screening or public safety.
 13. The sale of live animals is prohibited.
 14. The sale of new merchandise or serving of food, other than farm and domestic products, shall only be authorized if the vendor obtains an itinerant merchant or peddler license, in accordance with the Town Code regulations for such uses.
 15. Farmers' Markets and Flea Markets on public property shall be classified as a public event.
- G. *Mini-warehouses:* Where mini-warehouses are permitted, the following standards shall be required:
1. No exterior storage shall be permitted.
 2. No business activities other than rental of storage units and office use shall be conducted on the premises or within the building, except as specifically approved with the special permit approval. The servicing or repair of motor vehicles, trucks, mobile homes, boats, trailers, lawn mowers, or other similar equipment shall not be conducted on the premises. The operation of a mini-warehouse shall in no way be deemed to include a transfer and storage business where the use of vehicles is part of such business.
 3. When a mini-warehouse is built adjacent to or within one hundred (100) feet of a lot in a residential district without an intervening street, a solid wall or fence at least six (6) feet in height with a finished side facing the residential lot shall be erected between the mini-warehouse and the residential lot. However, the wall or fence shall not be required to extend into the front yard required on the lot on which it is located.
 4. The minimum landscaped open space for a mini-warehouse building shall not be less than .20 times the gross acreage of the lot. Such landscaped open space shall not be open to vehicular traffic, and shall be used to buffer and shield adjacent uses from the mini-warehouse operation. The required amount of open space may be reduced with the special permit approval for the reuse of an existing building/developed property.
 5. The maximum height of the storage section of a mini-warehouse building shall be twenty-five (25) feet.
 6. The maximum total storage area in a mini-warehouse building shall be seven thousand five hundred (7,500) square feet.
 7. The maximum size of an individual storage unit shall be five hundred (500) square feet.

8. Buildings used in association with mini-warehousing shall be setback at least one hundred fifty (150) feet from the public road.

(Ord. of 1-28-13; Ord. of 6-22-15; Ord. of 10-10-17)

AN ORDINANCE TO DEFINE FIREARMS RETAIL ESTABLISHMENT AND FIREARMS MANUFACTURING IN TOWN CODE §175-3 AND AMEND TOWN CODE §175-39.A TO PERMIT FIREARMS RETAIL ESTABLISHMENTS BY-RIGHT IN THE C-1 COMMUNITY BUSINESS DISTRICT AND TO AMEND TOWN CODE §175.39.B TO PERMIT FIREARMS MANUFACTURING BY SPECIAL USE PERMIT.

175-3 DEFINITIONS

Firearms Retail Establishment: any business engaged in the sale, manufacture for sale, or repair of firearms and where the assembly of firearms accounts for less than 35% of the retail area.

Firearms Manufacturing: The commercial production, fabrication, assembly, or processing of firearms, including frames, receivers, and component parts, for sale, transfer, or distribution. This use does not include minor gunsmithing, repair, or customization conducted as an accessory use to a retail establishment.

175-39 USE REGULATIONS (C-1)

- A. Subject to the standards and requirements set forth in this Chapter, except as prohibited or restricted by separate restrictions of record that may pertain to property within the C-1 District, the following uses of land and buildings are permitted by-right in the C-1 District:

RESIDENTIAL:

Up to three (3) dwelling units of any type, but not on the ground floor.
Caretaker quarters.

COMMERCIAL:

Appliance stores and repair services.
Assembly Halls.
Automobile and truck sales lots and leasing agencies, in accordance with Section 175-44.E.
Automobile service stations, in accordance with Section 175-110.
Bakeries, when products are sold as retail on the premises.
Banks, branch banks, and financial institutions.
Barber and beauty shops.
Car washing.
Catering Services.
Contractor's offices, display rooms and storage.
Commuter parking facilities.
Department Stores.
Drugstores.
Firearms Retail.
Florist shops/floral designers.

Funeral homes.
Furniture stores.
Grocery stores.
Hardware stores.
Laundries, Laundromats and dry cleaners.
Lumber and building supply, with storage under cover.
Machinery sales and service.
Motels, hotels, and tourist homes.
Newspaper and other printing establishments.
Personal Services.
Retail Stores, as defined in Section 175-39.C.
Pharmaceutical Center.
Professional and Business Offices.
Radio and television broadcasting stations, studios or offices.
Recreational Facility, Commercial.
Restaurants, including drive-in restaurants.
Special childcare services.
Technology business, as defined in Section 175-3, provided that such use does not involve broadcast or communications towers or manufacturing operations.
Theatres, Indoor.
Tobacco, smoke or vape shop in accordance with provisions of Section 175-152.
Veterinary hospitals.
Wearing-apparel stores.

INDUSTRIAL:

ORGANIZATIONAL:

Art galleries and museums.
Churches.
Public libraries.

MISCELLANEOUS:

Accessory uses, structures and buildings.
Home occupations.
Open Space.
Public facilities.
Public parks and playgrounds.
Public utilities.
Signs, as set forth in Section 175-106.
Special childcare services.
Such other uses as determined similar to one (1) or more enumerated uses by the Zoning Administrator.

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

RESIDENTIAL:

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

COMMERCIAL:

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

Automobile Parking Lots, commercial.

Bed and Breakfasts, as set forth in Section 107.3.

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

Farmers' markets, and flea markets, in accordance with Section 175-44.F.

Kennels.

Shopping centers as set forth in Section 175-111.

Tobacco, smoke or vape shop.

INDUSTRIAL:

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

Firearms Manufacturing.

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

ORGANIZATIONAL:

Schools.

MISCELLANEOUS:

Any use permitted under Section 175-39, or specifically listed above under this subsection, that proposes to occupy a building or structure that exceeds the height requirements of Section 175-41, subject to the requirements of Section 175-136. Additional heights approved by a special use permit shall be required to increase the required setback and yard area requirements by an equivalent distance from each property line.

Conservation areas.

Communication towers, in accordance with Section 175-110.4.

Conversion of a structure originally designed and intended for occupancy as a single-family dwelling into a structure with more than one (1) dwelling.

Boarding Houses, Clubs and Lodging Houses.

Mini-warehouses, subject to the standards of Section 107-44.G.

Nursing homes, as set forth in Section 175-107.

Parking Structures.

Structures with a height between forty-five (45) feet and seventy (70) feet, and any residential structure not in conformance with the height limitation of Section 175-41.
Structures with a gross floor area of fifty thousand (50,000) square feet or more.
Townhouse-style commercial development, where the intent is to divide the property into individual lots.

This ordinance shall become effective upon passage.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Hillary Wilfong, Deputy 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 Seacock __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 May 4 and May 11, 2026.

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____



REGULAR WORK SESSION ACTION AGENDA STATEMENT

Meeting Date: May 26, 2026 Item# 7D

Agenda Item: PUBLIC HEARING- A Zoning Text Amendment to amend Town Code §175-3 to revise the definitions of “Urban Agriculture” and “Agricultural Pursuits,” and to amend the performance standards contained in Town Code §175-110.5 to clarify minimum lot sizes and permitted animals.

Summary:

The current urban agriculture ordinance has inconsistencies with other chapters of Town Code which have led to administrative difficulties with enforcing the Code. The language itself is contradictory and unclear as to limitations on lot size and permitted animals. The draft before Town Council seeks to clarify the language of the ordinance and provide a tiered system to define and limit urban agricultural activities based on lot size.

Staff conducted research and interviews with local Agricultural Extension Agencies to derive best practices for animal welfare and human safety. The provisions in this ordinance are to ensure the animals are properly cared for and to reduce impact on neighboring properties.

There were no comments from the public.

Planning Commission recommended approval on April 15th with no conditions.

Budget/Funding:

Meetings: Work Session May 4, 2026

Proposed Motion:

I move that Council adopt an Ordinance to amend Town Code §175-3 to revise the definitions of “Urban Agriculture” and “Agricultural Pursuits,” and to amend the performance standards contained in Town Code §175-110.5 to clarify minimum lot sizes and permitted animals, as presented.

Moved _____ *Seconded* _____

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

PLANNING COMMISSION REGULAR MEETING
AGENDA STATEMENT

Meeting Date: April 15, 2026

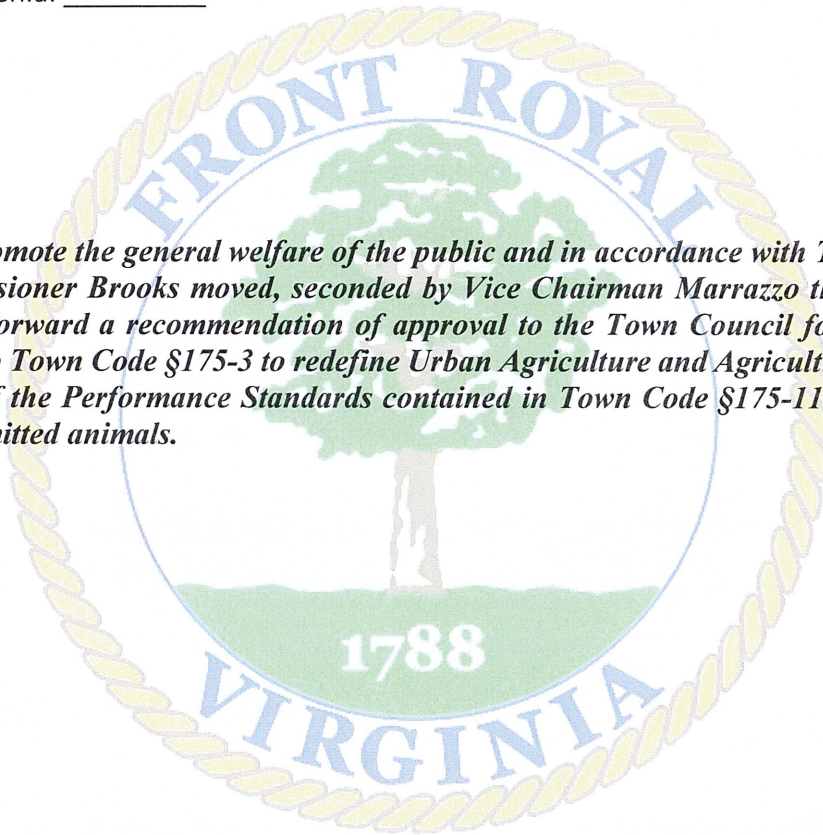
Public Hearing Item 3: 2600134 – A Zoning Text Amendment to Town Code §175-3 to redefine Urban Agriculture and Agricultural Pursuits; an amendment of the Performance Standards contained in Town Code §175-110.5, to clarify lot sizes and permitted animals.

Recommendation of Approval ☒

Recommendation of Denial ☐

Postponed ☐

In order to promote the general welfare of the public and in accordance with Town Code §175-1(B), Commissioner Brooks moved, seconded by Vice Chairman Marrazzo that the Planning Commission forward a recommendation of approval to the Town Council for a Zoning Text Amendment to Town Code §175-3 to redefine Urban Agriculture and Agricultural Pursuits; an amendment of the Performance Standards contained in Town Code §175-110.5, to clarify lot sizes and permitted animals.



Moved Brooks Seconded MARRAZZO

Marshner y Marrazzo y Neel y Brooks y Fedoryka y

CERTIFIED by the Planning Commission

A handwritten signature in blue ink, appearing to read 'J. Neel', is written over a horizontal line.

Chairman Neel

Town of Front Royal, Virginia

Planning Commission Regular Meeting Agenda

☐ Consent Action ☐ Administrative Action ☒ Public Hearing ☐ Discussion

Agenda Item: Zoning Text Amendment #2600134

MEETING DATE: April 15, 2026

SUMMARY: A Zoning Text Amendment to Town Code §175-3 to redefine Urban Agriculture and Agricultural Pursuits; an amendment of the Performance Standards contained in Town Code §175-110.5, to clarify lot sizes and permitted animals.

STAFF RECOMMENDATION: Staff recommends approval.

DRAFT MOTION: “In order to promote the general welfare of the public and in accordance with Town Code §175-1(B), I move that the Planning Commission forward a recommendation of approval to the Town Council for a Zoning Text Amendment to Town Code §175-3 to redefine Urban Agriculture and Agricultural Pursuits; an amendment of the Performance Standards contained in Town Code §175-110.5, to clarify lot sizes and permitted animals.”

“I move that the Planning Commission keep the public hearing open to allow staff time to ascertain additional information regarding _____. “

“I move that the Planning Commission forward a recommendation of denial to the Town Council for Zoning Text Amendment #2600134 for the following reason(s)_____: ”

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

Staff Report: Zoning Text Amendment 2600134

Background Information

The current iteration of the Towns Urban Agriculture standards conflict with language contained in Town Code Chapter 66 and have presented significant administrative challenges related to interpretation and enforcement. The current code does not clearly indicate standards based on lot size or sufficiently distinguish between urban agriculture vs. agricultural pursuits and operations.

This new code seeks to clearly establish limits on chickens, bees, and rabbits based on lot size and outlines enclosure standards to ensure the animals and humans are safe. Urban agriculture will only be permitted as an accessory use on single-family residential lots and will not be permitted in other districts.

SUMMARY TABLE

Category	Tier 1(<1 acre)	Tier 2 (≥1 acre but < 5 acres)	Tier 3 (≥ 5 acres)	Notes/Exceptions
Chickens (hens only)	Up to six (6) Hens	Up to twelve (12) Hens	Up to eighteen (18) hens (one (1) Rooster allowed)	Roosters must have at least ten (10) hens if hens are present. A rooster counts as part of the total number of chickens.
Rabbits (outdoor, for meat purposes)	Up to six (6) Rabbits	Up to twelve (12) Rabbits	Up to eighteen (18) Rabbits	Indoor pet rabbits not counted/ temporary exceedance for breeding allowed ≤12 weeks; max 2 x allowed number.
Bee Hives	Up to six (6) Hives	Up to six (6) Hives	Up to twelve (12) Hives	At least a two (2) square foot in size warning sign and solid fence at least four (4) feet high. Twelve (12) hives require additional setbacks.
Setbacks	Ten (10) feet from side/rear property lines.	Ten (10) feet from side/rear property lines.	Ten (10) to fifty (50) feet depending on number of hives or the presence or a rooster.	Additional restriction for proximity to water sources and drainage. Zoning Administrator may impose additional setbacks based on management plan.
Housing and Care	Chickens: coop/run. Rabbits; hutch. Bee hives.	Chickens: coop/run. Rabbits; hutch. Bee hives.	Chickens: coop/run. Rabbits; hutch. Bee hives.	Min. four (4) sq ft/ chicken or eight (8) sq ft/ rabbit. Runs: four (4) sq ft/ chicken, sixteen (16) sq ft/rabbit; clean, ventilated, sanitary; feed in rodent-proof containers.
Zoning Permit	Required	Required	Required	Includes management plan (waste, odor, noise, biosecurity, maintenance); 1-year term, renewable; may be revoked for violations.
Temporary Breeding Exception	Up to twelve (12) weeks	Up to twelve (12) weeks	Up to twelve (12) weeks	Chickens and rabbits must be reduced to allowed number afterward; absolute cap = two (2) x allowed number. Lots must be maintained and provided for inspection.
Sale of Agricultural Products	Not Permitted.	Not Permitted.	Not Permitted.	Incidental sharing/trading allowed; commercial sales require zoning approval.
Commercial / Industrial Uses	Not Permitted.	Not Permitted.	Not Permitted.	School properties are exempt from the population requirements of the Tier System.

Code Sections Amended

§175-3 Definitions; §175-110.5.

**AN ORDINANCE TO AMEND TOWN CODE §175-3 TO REDEFINE URBAN
AGRICULTURE AND AGRICULTURAL PURSUITS; AN AMENDMENT OF THE
PERFORMANCE STANDARDS CONTAINED IN TOWN CODE §175-110.5,
TO CLARIFY LOT SIZES AND PERMITTED ANIMALS.**

175-3 DEFINITIONS

AGRICULTURE, URBAN (Urban Agriculture) – activities conducted as an accessory use on residentially zoned lots, including crop production, gardening, horticulture, hydroponics, aquaculture, apiculture, and keeping chickens and rabbits, subject to tiered acreage regulations and compliance with the regulations of Section 175-110.5.

AGRICULTURE/AGRICULTURAL PURSUITS – The tilling of soil, the raising of crops, horticulture, aquaculture, hydroponics, forestry, gardening, apiculture, livestock and fowl keeping and breeding, farm wineries, roadside stands, tenant houses necessary for the operation of a farm, and the production of natural products with resources primarily derived from the land upon which it is produced. Yard maintenance, landscaping, noncommercial gardening and other customary incidental accessory uses shall not be deemed as "agriculture." Where agricultural uses are permitted under [Chapter 175](#) of the Town Code, the provisions of Section [66-5](#) pertaining to slaughtering of stock shall not apply, provided that this exemption only applies to small scale slaughtering activities on a farm, and does not apply to slaughterhouses.

Section 175-110.5. Urban Agriculture Standards

Urban agriculture involving bees, chickens, and rabbits shall be permitted only on lots occupied by a single-family dwelling. It is restricted and categorized to form a compromise between urban residential character and small-scale Urban Agriculture. It provides for a three-tier system.

Summary Table

Category	Tier 1(<1 acre)	Tier 2 (≥ 1 acre but < 5 acres)	Tier 3 (≥ 5 acres)	Notes/Exceptions
Chickens (hens only)	Up to six (6) Hens	Up to twelve (12) Hens	Up to eighteen (18) hens (one (1) Rooster allowed)	Roosters must have at least ten (10) hens if hens are present. A rooster counts as part of the total number of chickens.
Rabbits (outdoor, for meat purposes)	Up to six (6) Rabbits	Up to twelve (12) Rabbits	Up to eighteen (18) Rabbits	Indoor pet rabbits not counted/ temporary exceedance for breeding allowed ≤ 12 weeks; max 2 x allowed number.
Bee Hives	Up to six (6) Hives	Up to six (6) Hives	Up to twelve (12) Hives	At least a two (2) square foot in size warning sign and solid fence at least four (4) feet high. Twelve (12) hives require additional setbacks.
Setbacks	Ten (10) feet from side/rear property lines.	Ten (10) feet from side/rear property lines.	Ten (10) to fifty (50) feet depending on number of hives or the presence or a rooster.	Additional restriction for proximity to water sources and drainage. Zoning Administrator may impose additional setbacks based on management plan.
Housing and Care	Chickens: coop/run. Rabbits; hutch. Bee hives.	Chickens: coop/run. Rabbits; hutch. Bee hives.	Chickens: coop/run. Rabbits; hutch. Bee hives.	Min. four (4) sq ft/ chicken or eight (8) sq ft/ rabbit. Runs: four (4) sq ft/ chicken, sixteen (16) sq ft/rabbit; clean, ventilated, sanitary; feed in rodent-proof containers.
Zoning Permit	Required	Required	Required	Includes management plan (waste, odor, noise, biosecurity, maintenance); 1-year term, renewable; may be revoked for violations.
Temporary Breeding Exception	Up to twelve (12) weeks	Up to twelve (12) weeks	Up to twelve (12) weeks	Chickens and rabbits must be reduced to allowed number afterward; absolute cap = two (2) x allowed number. Lots must be maintained and provided for inspection.
Sale of Agricultural Products	Not Permitted.	Not Permitted.	Not Permitted.	Incidental sharing/trading allowed; commercial sales require zoning approval.
Commercial / Industrial Uses	Not Permitted.	Not Permitted.	Not Permitted.	School properties are exempt from the population requirements of the Tier System.

A. AGRICULTURE – TIERED CLASSIFICATION

1. Tier 1 Agriculture (Lots less than 1 Acre).

- a. Gardening and horticulture (not subject to an Urban Agriculture permit).
- b. Crop production (not subject to an Urban Agriculture permit).
- c. Hydroponics or aquaculture (not subject to an Urban Agriculture permit).
- d. Apiculture (beekeeping) of 6 hives or less.
- e. Keeping of 6 chickens (hens) with no roosters allowed.
- f. Keeping of up to 6 domestic rabbits.
- g. Domesticated rabbits kept indoors as household pets are not required to obtain an Urban Agriculture Permit.
- h. All Tier 1 urban agriculture shall comply with Section 175-110.5 Performance Standards.

Yard maintenance, landscaping, and customary residential gardening shall not be considered urban agriculture.

2. Tier 2 Agriculture (Lots at least 1 acre and less than 5 Acres).

- a. Tier 2 lots include:
 1. Crop production and horticulture (not subject to an Urban Agriculture permit)
 2. Aquaculture and hydroponics (not subject to an Urban Agriculture permit).
 3. Apiculture.
 4. Domestic Chickens as per standards in Section 175-110.5, Performance Standards.
 5. Domestic Rabbits as per standards in Section 175-110.5, Performance Standards.
 6. Small-scale agricultural production.

Yard maintenance, landscaping, and customary residential gardening shall not be considered agriculture.

3. Tier 3 Agriculture (Lots at least 5 acres).

- a. Tier 3 lots include:
 1. Crop production and horticulture (not subject to an Urban Agriculture permit).
 2. Aquaculture and hydroponics (not subject to an Urban Agriculture permit).
 3. Apiculture.
 4. Domestic Chickens including Roosters as per standards in Section 175-110.5, Performance Standards.
 5. Domestic Rabbits as per standards in Section 175-110.5, Performance Standards.
 6. Small-scale agricultural production.

Yard maintenance, landscaping, and customary residential gardening shall not be considered agriculture.

175-110.5 PERFORMANCE STANDARDS FOR URBAN AGRICULTURE

Urban Agricultural uses shall comply with the following standards according to acreage tier and definitions.

A. General Requirements.

1. An urban agriculture permit shall be required for the keeping of chickens, bees, and rabbits. Such a permit application shall include a management plan that adequately addresses waste disposal, site suitability, setbacks, animal density, biosecurity and health measures, odor control, noise control, appearance, and maintenance.
2. The management plan shall be reviewed by the Virginia Cooperative Extension Office, or other qualified expert, nonprofit organization or government entity. Conditions of approval or recommendations may be required as part of the permit.
3. The permit shall only be valid for one (1) year and may be renewed annually provided that the use remains in compliance with the management plan and otherwise remains lawful. The Zoning Administrator, or designee, may impose conditions of approval based on the review.
4. Bees, Chickens and rabbits shall only be kept in rear and/or side yards.
5. Any permit may be revoked by the Zoning Administrator if the use:
 - a. Deviates from the approved management plan.
 - b. Violates the Town Code.
 - c. Creates noise or nuisance violations.
 - d. Expands without authorization.
 - e. Vermin infestation, or signs thereof.

B. Tier 1 Standards.

1. Single-family dwellings may keep:
 - a. Up to six (6) female chickens (hens only, no roosters).
 - b. Up to six (6) bee hives.
 - c. Up to six (6) rabbits kept outdoors for meat purposes.
2. Setbacks:

- a. Coops, hutches and hives must be at least 10 feet from side and rear property lines.
- b. All coops and hutches shall be located at least twenty (20) feet from streams, tributaries, ditches, swales, stormwater management facilities, drop-inlets, or other storm drainage areas that might allow fecal matter to enter any Town storm drainage system or stream.
- c. Additional setbacks may be required by the Zoning Administrator if recommended as part of the submitted management plan or review agency recommendation.

C. Tier 2 Standards.

- 1. Single-family dwellings may keep:
 - a. Up to twelve (12) female chickens (hens only, no roosters).
 - b. Up to six (6) bee hives.
 - c. Up to twelve (12) rabbits kept outdoors for meat purposes.
- 2. Setbacks:
 - a. Coops, hutches and hives must be at least 10 feet from side and rear property lines.
 - b. All coops and hutches shall be located at least twenty (20) feet from streams, tributaries, ditches, swales, stormwater management facilities, drop-inlets, or other storm drainage areas that might allow fecal matter to enter any Town storm drainage system or stream.
 - c. Additional setbacks may be required by the Zoning Administrator if recommended as part of the submitted management plan or review agency recommendation.

D. Tier 3 Standards.

- 1. Single-family dwellings may keep:
 - a. Up to eighteen (18) chickens, including one (1) rooster.
 - b. Up to twelve (12) bee hives.
 - c. Up to eighteen (18) rabbits kept outdoors for meat purposes.
- 2. Setbacks:
 - a. Coops, hutches and hives must be at least ten (10) feet from side and rear property lines.
 - i. If a rooster is present, the coop setback requirement increases to fifty (50) feet from side and rear property lines.
 - ii. If there are more than 6 hives, the setback requirement increases to fifty (50) feet from side and rear property lines.
 - b. All coops and hutches shall be located at least twenty (20) feet from streams, tributaries, ditches, swales, stormwater management facilities, drop-inlets, or other storm drainage areas that might allow fecal matter to enter any Town storm drainage system or stream.

- c. Additional setbacks may be required by the Zoning Administrator if recommended as part of the submitted management plan or review agency recommendation.

E. Chicken and Rabbit Housing Requirements.

1. Chickens must be confined to a coop and/or run, and rabbits confined to a hutch and/or run at all times. Neither shall be permitted to run at large.
2. The coop must be used for chickens only and the hutch for rabbits only, and both must be well ventilated.
3. Coops and hutches must be at least eighteen (18) inches in height.
4. Coops must have a minimum of four (4) square feet of floor area per chicken and hutches must have a minimum of eight (8) square feet per rabbit.
5. Runs must provide four (4) square feet per chicken and sixteen (16) square feet per rabbit.
6. Runs must be well drained with no accumulation of water.
7. The coop or hutch shall be kept clean, sanitary, and free from accumulation of animal excrement and objectionable odors. The floor and walls of the coop must be kept in a clean, sanitary and healthful condition, with all dropping and organic waste material removed and disposed of in a proper manner. Chicken and rabbit litter waste shall not be deposited in any trash container that is collected by any public or private waste collector and shall be disposed of by composting on site, collected by a bona fide poultry or rabbit litter service, or bagged and taken to the county landfill. Any dead bird or rabbit shall not be deposited in any trash container that is collected by any public or private waste collector but shall be either composted or buried on site or taken to the county landfill. Further, all unexplained bird and rabbit deaths shall be reported to the Virginia Department of Agriculture and Consumer Services prior to composting burial, or transport to the county landfill.
8. Notwithstanding the maximum number of rabbits or chickens otherwise permitted, the number of rabbits or chickens (where roosters are allowed) may be temporarily exceeded as a result of breeding. Any such increase shall not exceed twelve (12) weeks from the date of birth of the litter or chicks, after which the total number of animals on the premises must be reduced to comply with the maximum permitted. In no case shall the number of animals exceed twice the number otherwise allowed based on acreage.
9. Any owner or keeper of chickens or rabbits who intends to breed animals under this section shall maintain accurate records, including: (i) breeding logs indicating the dates of birth of litters or chicks, (ii) animal counts, including any temporary increases permitted in this performance standard. Such records shall be made available for inspection by the Zoning Administrator or other authorized official upon request and shall be used to verify compliance with the limits and standards of this ordinance.
10. All feed or other material intended for consumption by chickens or rabbits shall be kept in containers impenetrable by rats or other rodents, and such containers shall be equipped with tightly fitting caps or lids. The presence of rats in an area used for the keeping of fowl shall be prima facie evidence that such area is maintained in violation of this section.

F. Beekeeping Standards.

1. Only the Western honeybee (*Apis mellifera*) – the primary species for U.S. honey production and common subspecies are allowed:
 - a. Italian honeybee (*Apis mellifera ligustica*).
 - b. Carniolan honeybee (*Apis mellifera carnica*).
 - c. Buckfast hybrid bees.
 - d. Russian honeybee (*Apis mellifera caucasica* hybrid).
2. Hives shall be enclosed by a solid fence at least four (4) feet in height, either around the hive or around the yard.
 - a. A sign at least two (2) square feet in size shall be posted indicating bees are present.
 - b. Honey harvesting must occur within an enclosed building.

G. Sale of Agricultural Products.

The sale of goods or services related to agricultural activity is not permitted on site.

This restriction does not prohibit:

1. Incidental sharing or trading with neighbors, family, or friends.
2. Selling produce off-site at markets or similar venues.

H. Commercial and industrial Uses.

1. Commercial and industrial use shall not keep livestock, fowl, rabbits, or bees as part of any agricultural pursuit.
2. School properties are exempt from the population requirements of the Tier system.

I. Applicability.

These requirements are in addition to all other provisions of the Town Code.

Urban Agriculture Background Information and Standards



Forward

- The proposed approach to urban agriculture in Section 175-110.5 establishes a balanced and well-structured framework that supports small-scale food production while protecting the character and livability of residential neighborhoods. By clearly distinguishing urban agriculture from larger-scale agricultural pursuits based on a 10-acre threshold, the ordinance ensures that more intensive farming activities remain appropriately located, while still allowing residents on smaller lots to engage in productive and sustainable practices. The tiered system is particularly effective, as it scales allowable activities such as the number of chickens, rabbits, and beehives according to land capacity, thereby mitigating overuse and potential nuisances to adjacent neighbors. Additionally, the requirement for a zoning permit and a professionally reviewed management plan introduces accountability and promotes best practices in areas like waste management, animal welfare, and odor and noise control. Performance standards, including setbacks, enclosure requirements, and limits on animal types, further mitigate conflicts between agricultural uses and neighboring properties. Overall, this approach thoughtfully integrates urban agriculture into residential settings by encouraging local food production, sustainability, and community resilience, while maintaining clear safeguards to ensure compatibility with existing neighborhood conditions.

Standards and Justifications

- The following bullets provide background information and standards used to develop each of the proposed regulation in the Urban Agriculture regulation
 - Numbers of Chickens
 - Limiting Tier 1 properties to a small number of chickens such as six hens and no roosters is a practical, evidence-based approach that supports urban agriculture while minimizing neighborhood impacts. Guidance from the Virginia Cooperative Extension and the United States Department of Agriculture shows that a flock of this size can reliably meet a household's egg needs without generating excessive waste. At the same time, organizations like the Centers for Disease Control and Prevention note that larger flocks increase risks related to odor, pests, and disease exposure, while roosters introduce significant noise concerns. By capping flock size at a manageable level, the ordinance allows residents to participate in food production while maintaining sanitation, reducing nuisances, and preserving compatibility with residential neighborhood conditions.
 - For Tiers 2 and 3, additional chickens and the possibility of a rooster on lots of five acres or more are justified because larger parcels provide the space and buffering capacity needed to responsibly manage increased flock sizes and associated impacts. Guidance from the Virginia Cooperative Extension and the United States Department of Agriculture indicates that stocking density, waste distribution, and flock health are directly tied to available land area; larger properties allow manure to be more effectively dispersed or composted, reduce odor concentration, and support healthier birds through lower crowding. Increased setbacks and acreage also mitigate noise concerns associated with roosters, whose crowing is less likely to affect neighboring properties when greater distances are maintained. Additionally, planning guidance from the American Planning Association supports scaling agricultural intensity with lot size as a best practice to balance productivity with neighborhood compatibility. Allowing a rooster on lots of 5 acres or more is also functionally important for breeding and flock sustainability, which aligns with small-scale agricultural production goals. Overall, the expanded allowances for larger properties reflect a proportional approach that enables more productive urban agriculture while maintaining appropriate safeguards for surrounding residential uses.

Chicken Coop Size

- Setting minimum coop and run sizes for backyard chickens ensures animal welfare, reduces stress, and helps prevent disease, while also limiting potential nuisances to neighbors.
 - Adequate floor space and outdoor run area allow chickens to express natural behaviors such as scratching, perching, and dust bathing, which are essential for physical and psychological health.
 - As per Virginia Cooperative Extension, Both Chicken Coops and Chicken runs must provide 4 square feet per chicken
 - The Centers for Disease Control and Prevention notes that adequate space and proper housing are critical to minimizing exposure to pathogens such as Salmonella. Setting these standards ensures that backyard flocks remain healthy, manageable, and compatible with surrounding residential areas.

Standards and Justifications

• References for Chicken Standards

- United States Department of Agriculture – “Backyard Poultry Management and Health Guide” (USDA Natural Resources Conservation Service and Agricultural Research Service)
- Location: USDA website (www.usda.gov) → search “backyard poultry management” or “small flock poultry guide.” This guide emphasizes optimal flock sizes, housing, and sanitation to prevent disease and minimize odor and noise.
- Virginia Cooperative Extension – “Backyard Chickens: Management and Health” (Publication 424-032)
- Location: Virginia Cooperative Extension website (ext.vt.edu) → Publications → search “backyard chickens” or publication 424-032. It provides recommendations for flock size, coop design, spacing, and handling of roosters in small residential areas.
- Centers for Disease Control and Prevention – “Salmonella and Backyard Poultry”
- Location: CDC website (www.cdc.gov) → Healthy Pets / Backyard Animals → Poultry. The document highlights the health risks of improper flock management, supporting limited flock sizes and proper housing to reduce exposure to pathogens.
- American Planning Association – “Zoning for Urban Agriculture” (PAS Report 563)
- Virginia Cooperative Extension Warren County advice 31 March 2026

Standards and Justifications

- Number of Bees Hives Allowed
 - Limiting beekeeping on Tier 1 and 2 properties to a small number of hives is justified as a means of supporting pollination and small-scale honey production while minimizing potential conflicts in denser residential areas. Guidance from the United States Department of Agriculture and Virginia Cooperative Extension emphasizes that even a few well-managed hives can provide substantial pollination benefits and modest honey yields, making additional hives unnecessary for typical household-scale urban agriculture. Limiting hive numbers also helps reduce risks associated with concentrated bee activity, such as increased human-bee interactions, swarming, and competition for limited forage in smaller areas. Public health considerations noted by the Centers for Disease Control and Prevention further support managing hive density to reduce potential exposure concerns in close residential settings. By capping hive numbers at a low, manageable level, the ordinance enables residents to engage in beekeeping while maintaining safety, reducing nuisance potential, and ensuring compatibility with nearby homes.
 - Allowing a greater number of beehives on lots of five acres or more (Tier 3) is justified because larger properties provide sufficient space to manage hive density, flight paths, and foraging activity while minimizing impacts on neighboring properties. Guidance from the United States Department of Agriculture and Virginia Cooperative Extension indicates that hive spacing and access to diverse forage are critical to colony health and productivity; larger parcels are more capable of supporting multiple hives without over competition for nectar and pollen. Increased setbacks and the ability to establish buffers (such as fencing or vegetation) also reduce potential conflicts related to bee flight patterns and human interaction. Additionally, best practices supported by the American Planning Association emphasize scaling agricultural intensity with lot size to maintain compatibility with surrounding uses. Expanding hive allowances on larger lots therefore promotes pollination benefits, local honey production, and ecological health, while ensuring that potential nuisances are mitigated through adequate space and management.

Standards and Justifications

- Limits to Type of Bees Allowed

- Limiting urban beekeeping to Western honeybees and common subspecies such as Italian (*A. m. ligustica*), Carniolan (*A. m. carnica*), Buckfast hybrids, or Russian (*A. m. caucasica* hybrid) ensures predictability, safety, and ecological compatibility in residential areas. These subspecies are widely managed for honey production, pollination, and disease resistance, and their behavior is well-understood by urban beekeepers. In contrast, non-native or exotic bees may be more aggressive, prone to swarming, or carry pathogens and parasites that threaten both domestic colonies and native pollinators. The United States Department of Agriculture and Virginia Cooperative Extension note that Western honeybees are the primary species used in U.S. apiculture because they are manageable in hive settings and compatible with human-inhabited areas. Restricting to these species also facilitates proper oversight, education, and disease control, minimizing public safety risks and supporting sustainable urban pollination. It is unlawful to import, keep, or breed dangerous or non-approved bee species, including Africanized honeybees (*Apis mellifera scutellata* hybrid) and other aggressive or exotic bees.
 - United States Department of Agriculture – “Honey Bee Health and Management in the United States”, USDA Agricultural Research Service.
 - Location: www.usda.gov → search “honey bee health” or “Apis mellifera management.”
 - Virginia Cooperative Extension – “Beekeeping in Virginia” (Publication 426-302)
 - Location: ext.vt.edu → Publications → search “beekeeping” or publication 426-302.
 - American Beekeeping Federation – “Best Management Practices for Honey Bees”
 - Location: www.abfnet.org → Resources → Urban Beekeeping Guidelines.
 - Centers for Disease Control and Prevention – “Healthy Pets, Healthy People: Bees and Pollinators”
 - Location: www.cdc.gov → Healthy Pets → Backyard Animals → Bees.
 - Virginia Cooperative Extension guidance 31 March 2026

Standards and Justifications

- References for Bee Keeping Standards

- United States Department of Agriculture – “Urban Beekeeping: Best Management Practices” (available through USDA Agricultural Research Service and Natural Resources Conservation Service publications)
- Location: USDA website (www.usda.gov) → search publications or ARS/NRCS resources on “urban beekeeping” and “pollinator conservation”
- Virginia Cooperative Extension – “Beekeeping in Virginia” (Publication 426-302) and “Honey Bee Colony Management”
- Location: Virginia Cooperative Extension website (ext.vt.edu) → Publications → search “beekeeping” or publication number 426-302
- Centers for Disease Control and Prevention – “Healthy Pets, Healthy People: Backyard Beekeeping”
- Location: CDC website (www.cdc.gov) → Healthy Pets section → Backyard Animals → Bees and beekeeping guidance
- American Planning Association – “Zoning for Urban Agriculture” (PAS Report 563)
- Virginia Cooperative Extension guidance 31 March 2026

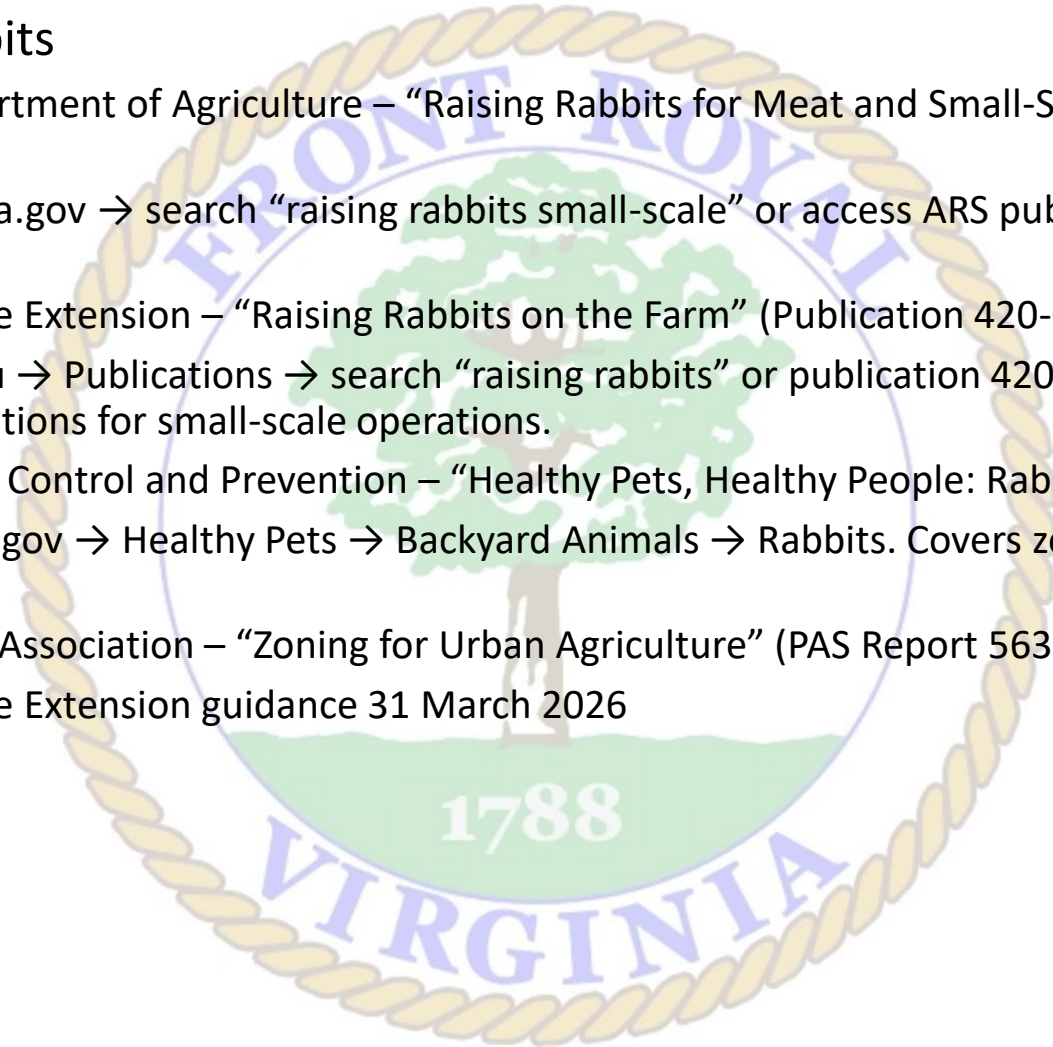
Standards and Justifications

- Number of Rabbits Allowed
 - Limiting outdoor rabbits on Tier 1 properties to six animals allows residents to engage in small-scale meat or hobby production without creating nuisance, odor, or health risks in denser residential areas. Rabbits, if overstocked, can produce excessive waste, attract rodents, and require adequate space for humane housing. Guidance from the United States Department of Agriculture and Virginia Cooperative Extension emphasizes proper housing, sanitation, and manageable stocking levels for small-scale rabbit production, indicating that a limited number of animals can meet household-scale needs while remaining manageable in terms of space and animal welfare. The American Planning Association supports scaling livestock intensity to lot size to minimize conflicts with neighbors, and guidance from the Centers for Disease Control and Prevention highlights the importance of proper housing and waste management to reduce zoonotic disease risks. Limiting the number of rabbits and requiring secure hutches in rear yards supports public health, animal welfare, and neighborhood compatibility.
 - Allowing additional rabbits on Tiers 2 and 3 properties is justified because larger lots provide sufficient space to manage increased animal numbers while maintaining humane housing, proper sanitation, and reduced nuisance for neighbors. Greater acreage allows for appropriately sized hutches and runs with adequate spacing, helping prevent overcrowding, odor buildup, and pest attraction. Guidance from the United States Department of Agriculture emphasizes proper housing, sanitation, and management practices for small livestock, while recognizing that stocking levels must be appropriate to available space and resources. Similarly, Virginia Cooperative Extension provides guidance indicating that small-scale rabbit production can be successfully managed on larger parcels when enclosures are well maintained and animals are provided sufficient space. Public health guidance from the Centers for Disease Control and Prevention highlights the importance of proper housing, sanitation, and biosecurity to reduce zoonotic risks. In addition, the American Planning Association supports scaling animal intensity to lot size to minimize conflicts and maintain neighborhood compatibility. Increasing allowable rabbit numbers in Tiers 2 and 3 is consistent with the principle that larger lots can accommodate more animals without compromising sanitation, public health, or residential quality of life.

Standards and Justifications

- References for Rabbits

- United States Department of Agriculture – “Raising Rabbits for Meat and Small-Scale Production”, USDA Agricultural Research Service.
- Location: www.usda.gov → search “raising rabbits small-scale” or access ARS publications on small livestock management.
- Virginia Cooperative Extension – “Raising Rabbits on the Farm” (Publication 420-081)
- Location: ext.vt.edu → Publications → search “raising rabbits” or publication 420-081. Includes housing, feeding, and space recommendations for small-scale operations.
- Centers for Disease Control and Prevention – “Healthy Pets, Healthy People: Rabbits”
- Location: www.cdc.gov → Healthy Pets → Backyard Animals → Rabbits. Covers zoonotic risks and best practices for safe husbandry.
- American Planning Association – “Zoning for Urban Agriculture” (PAS Report 563)
- Virginia Cooperative Extension guidance 31 March 2026

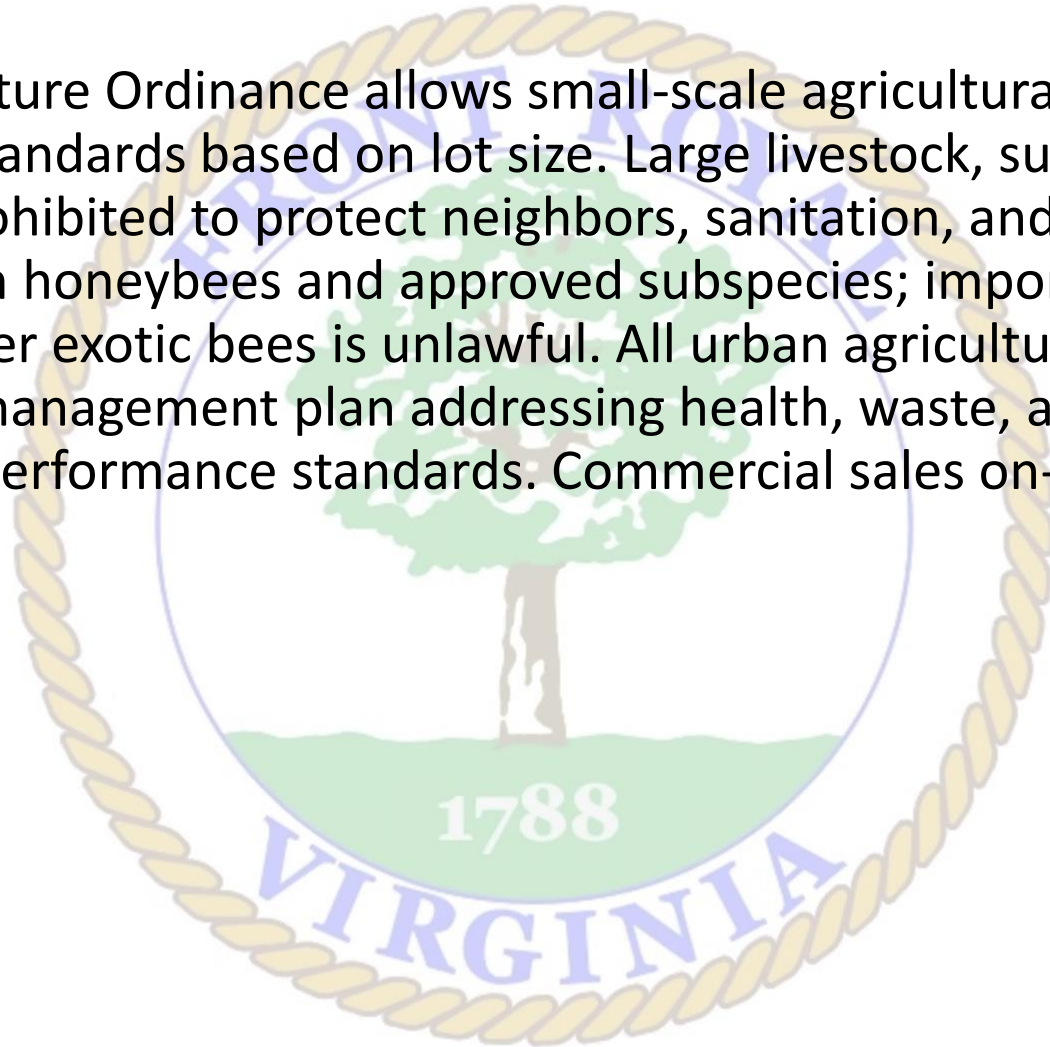


Standards and Justifications

- Larger Livestock Exclusion
 - Prohibiting goats and other large livestock in urban and small-lot residential areas is appropriate to protect animal welfare, public health, and neighborhood quality. Large animals require substantial space for grazing, housing, and waste management; without adequate space, they may experience stress and increased susceptibility to disease. They also produce significant manure, odors, and noise, which can create nuisances and, if not properly managed, contribute to public health risks. Guidance from the United States Department of Agriculture and Virginia Cooperative Extension emphasizes proper space, housing, and waste management for livestock care. Public health guidance from the Centers for Disease Control and Prevention highlights the importance of sanitation and animal management to reduce zoonotic disease risks. In addition, the American Planning Association supports land-use approaches that scale animal intensity to lot size to maintain neighborhood compatibility. Restricting large livestock while allowing smaller, more manageable species such as chickens, rabbits, and bees reflects common zoning practices intended to support low-impact urban agriculture.
- References:
 - United States Department of Agriculture – “Animal Housing and Management in Small-Scale Production”, USDA Agricultural Research Service.
 - Location: www.usda.gov → search “small-scale livestock management” or “urban animal husbandry.”
 - Centers for Disease Control and Prevention – “Healthy Pets, Healthy People: Farm and Backyard Animals”
 - Location: www.cdc.gov → Healthy Pets → Backyard Animals → Livestock. Discusses zoonotic risks and safety concerns with large livestock.
 - American Planning Association – “Zoning for Urban Agriculture” (PAS Report 563)
 - Location: planning.org → Research → PAS Reports. Recommends restricting large livestock in residential areas to maintain neighborhood quality of life.
 - Virginia Cooperative Extension – “Small-Scale Livestock Management”
 - Location: ext.vt.edu → Publications → search “small livestock” or “urban livestock management.” Provides guidance on appropriate species and lot size requirements.

Summary

- The Urban Agriculture Ordinance allows small-scale agricultural activities on residential lots, with tiered standards based on lot size. Large livestock, such as goats, cows, pigs, and sheep, are prohibited to protect neighbors, sanitation, and animal welfare. Bees are limited to Western honeybees and approved subspecies; importing or breeding Africanized or other exotic bees is unlawful. All urban agriculture uses require an annual zoning permit, a management plan addressing health, waste, and nuisance control, and compliance with performance standards. Commercial sales on-site are prohibited.



AN ORDINANCE TO AMEND TOWN CODE §175-3 TO REDEFINE URBAN AGRICULTURE AND AGRICULTURAL PURSUITS; AN AMENDMENT OF THE PERFORMANCE STANDARDS CONTAINED IN TOWN CODE §175-110.5, TO CLARIFY LOT SIZES AND PERMITTED ANIMALS.

175-3 DEFINITIONS

~~AGRICULTURE, URBAN (Urban Agriculture) – An umbrella term that describes a range of food growing practices conducted as an accessory use that may include the raising of crops, horticulture, aquaculture, hydroponics, forestry, gardening, apiculture, and both livestock and fowl keeping, subject to compliance with the regulations of Section 175-110.5.~~

AGRICULTURE, URBAN (Urban Agriculture) – activities conducted as an accessory use on residentially zoned lots, including crop production, gardening, horticulture, hydroponics, aquaculture, apiculture, and keeping chickens and rabbits, subject to tiered acreage regulations and compliance with the regulations of Section 175-110.5.

~~175-110.5 – PERFORMANCE STANDARDS FOR URBAN AGRICULTURE~~

~~Urban Agriculture, as defined under Section 175-3 of this Chapter, shall comply with the following performance standards:~~

~~A. A zoning permit shall be required for the keeping of animals kept in association with urban agriculture when located on a lot less than one (1) acre. Such a zoning permit application shall include a management plan that adequately addresses waste disposal, site suitability, setbacks, animal density, biosecurity and health measures, odor control, noise control, appearance, and maintenance. The management plan shall be reviewed by the Virginia Cooperative Extension Office, or other qualified expert, nonprofit organization or government entity. Conditions of approval or recommendations may be required as part of the zoning permit based on the management plan or other recommendations of the Virginia Cooperative Extension Office, or other qualified expert, nonprofit organization or government entity. The zoning permit shall only be valid for one (1) year; except that, the Zoning Administrator may successively renew the permit in additional one-year increments upon expiration; provide that, the use remains in compliance with the management plan and otherwise remains lawful.~~

~~B. Single-family, duplex or two-family dwellings shall be permitted to keep up to six (6) female chickens (non-crowing hens only), six (6) bee hives, and/or six (6) rabbits.~~

~~C. Other types of residential uses, such as townhouses, condominiums, multi-family (apartments), are prohibited from keeping livestock, fowl or bees, except when authorized with a Special Use Permit or Proffer.~~

~~D. Commercial and industrial uses, excluding schools, are prohibited from keeping livestock, fowl or bees, except when authorized with a Special Use Permit or Proffer.~~

~~E. Roosters, livestock (excluding rabbits), and fowl (excluding hens) are prohibited on lots less than one (1) acre in land area.~~

~~F. Pigs are restricted, regardless of lot size, unless a Special Use Permit or Proffer is submitted and approved.~~

~~G. Chickens, bees, and rabbits are restricted from the front yard and corner side yard on corner lots.~~

~~H. Chickens and rabbits shall be kept within an enclosed area that includes a chicken coop or rabbit hutch. Such facilities shall be kept clean and maintained in good condition.~~

~~I. Chickens coops shall be setback at least ten (10) feet from side and rear property lines. Additional setbacks may be required by the Zoning Administrator if recommended as part of the submitted management plan or review agency recommendation.~~

~~J. Any permit issued for Urban Agriculture may be revoked by the Zoning Administrator if such use significantly deviates from the approved zoning permit and/or management plan; or if such use creates a violation of the Town Code, including, but not limited to, an unpermitted expansion, noise violation, unpermitted development activity, or nuisance.~~

~~K. The sale of goods or services related to Urban Agriculture is not authorized, except where such sale or services is allowed as a principal use of the property. This restriction shall not include the incidental selling or trading with neighbors, family or friends; nor shall it exclude selling produce off-site at farm markets or other venues.~~

~~L. The above requirements are considered in addition to all other requirements of the Town Code that may apply.~~

~~M. Urban agriculture is not permitted as a principal use of a property; except that, this restriction shall not apply to outdoor gardens.~~

~~N. Bee hives must be setback at least ten (10) feet from side and rear property lines, and shall be enclosed on all sides by a fence at least four (4) feet in height. A sign between two (2) and four (4) square feet shall be clearly located on the fence to communicate that bees are being kept within the enclosure.~~

~~O. Harvesting of honey shall take place within an enclosed building.
(Ord. of 11-23-15)~~

Section 175-110.5. Urban Agriculture

Statement of Intent

Urban agriculture involving bees, chickens, and rabbits shall be permitted only on lots occupied by a single-family dwelling. It is restricted and categorized to form a compromise between urban residential character and small-scale Urban Agriculture by utilizing a three-tier system. Yard maintenance, landscaping, and customary residential gardening shall not be considered urban agriculture.

Urban Agriculture, as defined under Section [175-3](#) of this Chapter, shall comply with the following performance standards:

Summary Table

Category	Tier 1(<1 acre)	Tier 2 (≥ 1 acre but < 5 acres)	Tier 3 (≥ 5 acres)	Notes/Exceptions
Chickens (hens only)	Up to six (6) Hens	Up to twelve (12) Hens	Up to eighteen (18) hens (one (1) Rooster allowed)	Roosters must have at least ten (10) hens if hens are present. A rooster counts as part of the total number of chickens.
Rabbits (outdoors, for meat purposes)	Up to six (6) Rabbits	Up to twelve (12) Rabbits	Up to eighteen (18) Rabbits	Indoor pet rabbits not counted/ temporary exceedance for breeding allowed ≤ 12 weeks; max 2 x allowed number.
Bee Hives	Up to six (6) Hives	Up to six (6) Hives	Up to twelve (12) Hives	At least a two (2) square foot in size warning sign and solid fence at least four (4) feet high. Twelve (12) hives require additional setbacks.
Setbacks	Ten (10) feet from side/rear property lines.	Ten (10) feet from side/rear property lines.	Ten (10) to fifty (50) feet depending on number of hives or the presence or a rooster.	Additional restriction for proximity to water sources and drainage. Zoning Administrator may impose additional setbacks based on management plan.
Housing and Care	Chickens: coop/run. Rabbits; hutch. Bee hives.	Chickens: coop/run. Rabbits; hutch. Bee hives.	Chickens: coop/run. Rabbits; hutch. Bee hives.	Min. four (4) sq ft/ chicken or eight (8) sq ft/ rabbit. Runs: four (4) sq ft/ chicken, sixteen (16) sq ft/rabbit; clean, ventilated, sanitary; feed in rodent-proof containers.
Zoning Permit	Required	Required	Required	Includes management plan (waste, odor, noise, biosecurity, maintenance); 1-year term, renewable; may be revoked for violations.
Temporary Breeding Exception	Up to twelve (12) weeks	Up to twelve (12) weeks	Up to twelve (12) weeks	Chickens and rabbits must be reduced to allowed number afterward; absolute cap = two (2) x allowed number. Lots must be maintained and provided for inspection.
Sale of Agricultural Products	Not Permitted.	Not Permitted.	Not Permitted.	Incidental sharing/trading allowed; commercial sales require zoning approval.
Commercial / Industrial Uses	Not Permitted.	Not Permitted.	Not Permitted.	School properties are exempt from the population requirements of the Tier System.

A. General Requirements.

1. An urban agriculture permit shall be required for the keeping of chickens, bees, and rabbits. Such a permit application shall include a management plan that adequately addresses waste disposal, site suitability, setbacks, animal density, biosecurity and health measures, odor control, noise control, appearance, and maintenance.

2. The management plan shall be reviewed by the Virginia Cooperative Extension Office, or other qualified expert, nonprofit organization or government entity. Conditions of approval or recommendations may be required as part of the permit.
3. The permit shall only be valid for one (1) year and may be renewed annually provided that the use remains in compliance with the management plan and otherwise remains lawful. The Zoning Administrator, or designee, may impose conditions of approval based on the review.
4. Bees, Chickens and rabbits shall only be kept in rear and/or side yards.
5. Any permit may be revoked by the Zoning Administrator if the use:
 - a. Deviates from the approved management plan.
 - b. Violates the Town Code.
 - c. Creates noise or nuisance violations.
 - d. Expands without authorization.
 - e. Vermin infestation, or signs thereof.

B. Tier 1 Standards.

1. Single-family dwellings may keep:
 - a. Up to six (6) female chickens (hens only, no roosters).
 - b. Up to six (6) bee hives.
 - c. Up to six (6) rabbits kept outdoors for meat purposes.
2. Setbacks:
 - a. Coops, hutches and hives must be at least 10 feet from side and rear property lines.
 - b. All coops and hutches shall be located at least twenty (20) feet from streams, tributaries, ditches, swales, stormwater management facilities, drop-inlets, or other storm drainage areas that might allow fecal matter to enter any Town storm drainage system or stream.
 - c. Additional setbacks may be required by the Zoning Administrator if recommended as part of the submitted management plan or review agency recommendation.

C. Tier 2 Standards.

1. Single-family dwellings may keep:
 - a. Up to twelve (12) female chickens (hens only, no roosters).
 - b. Up to six (6) bee hives.
 - c. Up to twelve (12) rabbits kept outdoors for meat purposes.
2. Setbacks:
 - a. Coops, hutches and hives must be at least 10 feet from side and rear property lines.

- b. All coops and hutches shall be located at least twenty (20) feet from streams, tributaries, ditches, swales, stormwater management facilities, drop-inlets, or other storm drainage areas that might allow fecal matter to enter any Town storm drainage system or stream.
- c. Additional setbacks may be required by the Zoning Administrator if recommended as part of the submitted management plan or review agency recommendation.

D. Tier 3 Standards.

- 1. Single-family dwellings may keep:
 - a. Up to eighteen (18) chickens, including one (1) rooster.
 - b. Up to twelve (12) bee hives.
 - c. Up to eighteen (18) rabbits kept outdoors for meat purposes.
- 2. Setbacks:
 - a. Coops, hutches and hives must be at least ten (10) feet from side and rear property lines.
 - b. If a rooster is present, the coop setback requirement increases to fifty (50) feet from side and rear property lines.
 - c. If there are more than 6 hives, the setback requirement increases to fifty (50) feet from side and rear property lines.
 - d. All coops and hutches shall be located at least twenty (20) feet from streams, tributaries, ditches, swales, stormwater management facilities, drop-inlets, or other storm drainage areas that might allow fecal matter to enter any Town storm drainage system or stream.
 - e. Additional setbacks may be required by the Zoning Administrator if recommended as part of the submitted management plan or review agency recommendation.

E. Chicken and Rabbit Housing Requirements.

- 1. Chickens must be confined to a coop and/or run, and rabbits confined to a hutch and/or run at all times. Neither shall be permitted to run at large.
- 2. The coop must be used for chickens only and the hutch for rabbits only, and both must be well ventilated.
- 3. Coops and hutches must be at least eighteen (18) inches in height.
- 4. Coops must have a minimum of four (4) square feet of floor area per chicken and hutches must have a minimum of eight (8) square feet per rabbit.
- 5. Runs must provide four (4) square feet per chicken and sixteen (16) square feet per rabbit.

6. Runs must be well drained with no accumulation of water.
7. The coop or hutch shall be kept clean, sanitary, and free from accumulation of animal excrement and objectionable odors. The floor and walls of the coop must be kept in a clean, sanitary and healthful condition, with all dropping and organic waste material removed and disposed of in a proper manner. Chicken and rabbit litter waste shall not be deposited in any trash container that is collected by any public or private waste collector and shall be disposed of by composting on site, collected by a bona fide poultry or rabbit litter service, or bagged and taken to the county landfill. Any dead bird or rabbit shall not be deposited in any trash container that is collected by any public or private waste collector but shall be either composted or buried on site or taken to the county landfill. Further, all unexplained bird and rabbit deaths shall be reported to the Virginia Department of Agriculture and Consumer Services prior to composting burial, or transport to the county landfill.
8. Notwithstanding the maximum number of rabbits or chickens otherwise permitted, the number of rabbits or chickens (where roosters are allowed) may be temporarily exceeded as a result of breeding. Any such increase shall not exceed twelve (12) weeks from the date of birth of the litter or chicks, after which the total number of animals on the premises must be reduced to comply with the maximum permitted. In no case shall the number of animals exceed twice the number otherwise allowed based on acreage.
9. Any owner or keeper of chickens or rabbits who intends to breed animals under this section shall maintain accurate records, including: (i) breeding logs indicating the dates of birth of litters or chicks, (ii) animal counts, including any temporary increases permitted in this performance standard. Such records shall be made available for inspection by the Zoning Administrator or other authorized official upon request and shall be used to verify compliance with the limits and standards of this ordinance.
10. All feed or other material intended for consumption by chickens or rabbits shall be kept in containers impenetrable by rats or other rodents, and such containers shall be equipped with tightly fitting caps or lids. The presence of rats in an area used for the keeping of fowl shall be prima facie evidence that such area is maintained in violation of this section.

F. Beekeeping Standards.

1. Only the Western honeybee (*Apis mellifera*) – the primary species for U.S. honey production and common subspecies are allowed:
 - a. Italian honeybee (*Apis mellifera ligustica*).
 - b. Carniolan honeybee (*Apis mellifera carnica*).
 - c. Buckfast hybrid bees.
 - d. Russian honeybee (*Apis mellifera caucasica* hybrid).
2. Hives shall be enclosed by a solid fence at least four (4) feet in height, either around the hive or around the yard.

- a. A sign at least two (2) square feet in size shall be posted indicating bees are present.
- b. Honey harvesting must occur within an enclosed building.

G. Sale of Agricultural Products.

The sale of goods or services related to agricultural activity is not permitted on site.

This restriction does not prohibit:

1. Incidental sharing or trading with neighbors, family, or friends.
2. Selling produce off-site at markets or similar venues.

H. Commercial and industrial Uses.

1. Commercial and industrial use shall not keep livestock, fowl, rabbits, or bees as part of any agricultural pursuit.
2. School properties are exempt from the population requirements of the Tier system.

I. Applicability.

These requirements are in addition to all other provisions of the Town Code.

This ordinance shall become effective upon passage.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Hillary Wilfong, Deputy 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. Veienthal	☐ 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 May 4 and May 11, 2026.

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____



REGULAR WORK SESSION ACTION AGENDA STATEMENT

Meeting Date: May 26, 2026 Item# 7E

Agenda Item: PUBLIC HEARING- An Ordinance to Amend and Re-Enact Town Code §158-6, effective July 1, 2026, pertaining to the re-adoption by reference of the state vehicular laws contained in Title 46.2, Code of Virginia, 1950, as amended, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia, 1950, as amended.

Summary: Council is requested to consider an ordinance amendment to Town Code Section 158-6, effective July 1, 2026, pertaining to re-adoption by reference of the state vehicular laws contained in Title 46.2, Code of Virginia, 1950, as amended, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia, 1950, as amended.

2026 Legislative Updates are attached.

Budget/Funding:

Meetings: Work Session May 4, 2026

Proposed Motion:

I move that Council adopt an ordinance to amend and re-enact Town Code Sections 158-6 for the re-adoption by reference of the state vehicular laws as presented.

Moved _____ *Seconded* _____

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

**AN ORDINANCE TO AMEND FRONT ROYAL TOWN CODE CHAPTER 158-6 and
158-6.1 ADOPTION BY REFERENCE OF STATE VEHICULAR LAWS**

STATE STANDARDS

158-6 ADOPTION BY REFERENCE OF STATE VEHICULAR LAWS

Pursuant to the authority of Code of Virginia, 1950, § 46.2-1313, as amended, all of the provisions and requirements of the laws of the State as of July 1, ~~2025~~ **2026** contained in Code of Virginia, 1950, Title 46.2, as amended, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia, 1950, as amended, except those provisions and requirements the violation of which constitutes a felony and except those provisions and requirements which, by their very nature, can have no application to or within the Town, are adopted and incorporated by reference and made applicable within the Town. References to "highways of the state" contained in such provisions and requirements hereby adopted shall be deemed to refer to the highways and other public ways within the Town. Such provisions and requirements are hereby adopted, mutatis mutandis, and made part of this chapter as fully as those set forth at length herein; and it shall be unlawful for any person within the Town to violate or fail, neglect or refuse to comply with any of the provisions of Code of Virginia, 1950, Title 46.2, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia, which are adopted by this section, provided that in no event shall the penalty imposed for the violation of any provision or requirement hereby adopted exceed the penalty imposed for a similar offense under Code of Virginia, 1950, Title 46.2, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia.

This ordinance shall become effective July 1, 2026.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Hillary Wilfong, Deputy Clerk of Council

This Ordinance was approved 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 _____

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____



REGULAR WORK SESSION ACTION AGENDA STATEMENT

Meeting Date: May 26, 2026 Item# 7F

Agenda Item: PUBLIC HEARING- An Ordinance to Amend Town Code §§134-22.1(C) and 134-31.1(C) by removing the Out-of-Town Water and Sewer Service Agreement ("PILOT Agreement") and contractual terms from the Town Code, the PILOT Agreement being subject to revision and should not be codified.

Summary: The Out-of-Town Water and Sewage Service Agreement ("PILOT Agreement") is subject to drafting on such terms and conditions for the payment of sewer and water rates and charges and PILOT fees as the Town and such commercial users in the Corridor Area may agree and should not be codified and should be removed from Town Code.

Budget/Funding:

Meetings: Work Session May 4, 2026

Proposed Motion:

I move that Council adopt an Ordinance to amend Town Code §§134-22.1(C) and 134-31.1(C) by removing the Out-of-Town Water and Sewer Service Agreement ("PILOT Agreement") and contractual terms from the Town Code, as the PILOT Agreement is subject to revision and should not be codified.

Moved _____ *Seconded* _____

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

**AN ORDINANCE TO AMEND FRONT ROYAL TOWN CODE §§134-22.1.C AND 134-31.1.C
TO REMOVE THE PILOT FEE AGREEMENT FORM**

WHEREAS, in 1999, the Town and County entered into an agreement entitled “An Agreement Between the County of Warren and the Town of Front Royal Regarding the Provision of Water and Sewer Service by the Town in the State Route 522/340 North Corridor and the Assumption of Full Service Funding and Responsibility by the County of Fire/Rescue, Parks/Recreation Operations and Animal Control Services”; and,

WHEREAS, the Town and County agreed that, in fixing rates or charges for any sewage or water service provided in the Corridor Area, that the Town may charge users a rate or charge substantially equivalent to the sum total of money that a user would pay at the in-town sewer and water rates plus an amount substantially equivalent to the total amount of Town taxes and license fees that such user would pay if such user was located within the Town’s corporate limits for the same or equivalent or similar activity; and,

WHEREAS, pursuant to Virginia Code §§15.2-2119 and 15.2-2143, the Town may provide water and sewer services to industrial and commercial users outside its boundaries and collect such compensation therefor as may be contracted for between the town and such user; and,

WHEREAS, the Out-of-Town Water and Sewage Service Agreement (PILOT Agreement) is subject to revision on such terms as the Town and such users may agree, should not be codified, and should be removed from Town Code; and,

NOW THEREFOR BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia that §§134-22.1.C AND 134-31.1.C of the Front Royal Town Code hereby be amended as follows:

134-22.1 SANITARY SEWER SERVICE RATES

C. The rates for sanitary sewer service usage furnished outside of the limits of the Town of Front Royal:

1. One hundred percent (100%) more than the in-town rates as provided above, for areas not in the "U.S. Routes 522/340 Corridor Area," or "Route 522 Corridor Area", or "Corridor Area", hereinafter, "Corridor Area", as described and defined in subparagraph C.2, below.

2. a. In the "Corridor Area", commercial users ("users") of Town sanitary sewer service usage shall pay to the Town a rate for services equal to the charge to in-Town commercial/industrial sanitary sewer users, plus an amount substantially equivalent to the total amount of Town taxes and license fees that such user would pay if such user was located within the Town’s corporate limits for the same or equivalent or similar

activity. By February 1 each calendar year, user shall file with the Town a statement ("Statement") containing sufficient information for the Town to calculate an amount equivalent to what user's annual taxes or taxes collected and license fees would be if user were a Town commercial business. This amount shall then be divided into twelfths and such resulting amount shall be added to user's monthly bill for services.

~~2. a. In the "Corridor Area", commercial users ("users") of Town sanitary sewer service usage shall pay to the Town a rate for services equal to the charge to in-Town commercial/industrial sanitary sewer users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town's meals and lodging taxes, as hereinafter set forth) and license fees the user would pay to the Town if user's premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town, or "PILOT fees" (Payments In Lieu of [Town] Taxes fees). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town's meals [food and beverage] and lodging taxes), and license fees, whether ordinarily imposed directly on the user and paid to the Town, or indirectly on user's customers, collected by user and paid to the Town, as if user was located within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) taxes and Town lodging taxes. By February 1 each calendar year, user shall file with the Town a statement ("Statement") of user's previous year's taxes in the following categories: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes (excluding meals and lodging taxes collected); (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the statement will be used to calculate an amount equivalent to what user's annual taxes or taxes collected and license fees would be if user were a Town resident or a Town business. This amount shall then be divided into twelfths and such resulting amount shall be added to user's monthly bill for services.~~

b. If a commercial user in the Corridor Area is new to Warren County, the information required in the statement above shall be estimated by the Town for purposes of determining the user's rate for the first year of services.

c. The Corridor Area was originally described and defined in the "Amendment to an Agreement Between the County of Warren and the Town of Front Royal Regarding the Provision of Water and Sewer Service by the Town in the U.S. Route 522/340 North Corridor and the Assumption of Full Service Funding and Responsibility by the County of Fire/Rescue, Parks/Recreation Operations and Animal Control Services," dated August 9, 1999, and as further ratified by "Final Order Validating and Affirming Voluntary Settlement Agreement Between the Town of Front Royal and the County of Warren," said Order entered into by the Circuit Court of Warren County, Virginia, dated December 13, 1999, Case No. CL97000225. The Corridor Area originally is described and defined as

being that area north of the corporate boundaries of the Town of Front Royal, in Warren County, on both sides of U.S. Routes 522/340 North, extending to Crooked Run on the West side of U.S. Routes 522/340 North to the tracks of the Norfolk and Southern Railroad Company on the East side of U.S. Routes 522/340 North, and between the Interstate-66 Interchange to the South and State Route 661 (Fairgrounds Road) to the North. The Corridor Area has since been amended and expanded, by Voluntary Settlement Agreement between the Town of Front Royal and the County of Warren, to additionally include Crooked Run West, which contains current Warren County Tax Map Parcel Numbers 12 M 2 9 (11.22 ac), 12 M 2 10 (2.33 ac), 12 M 2 11 (53.93 ac), 12 M 2 12 (20.00 ac), 12 M 2 13 (30.43 ac), and 12 M 2 14 (29.94 ac), in total containing 147.85 acres, more or less, all of which are part of the Corridor Area.

d. Users in the Corridor Area, in order to use Town public water and sanitary sewer utility services, shall enter into with the Town, and be subject to, an Out-of-Town Water and Sewage Service Agreement which contains provisions for payments in lieu of Town taxes and license fees "PILOT fees".. ~~which PILOT Fee Agreements shall be in substantially the following form:~~

~~TOWN OF FRONT ROYAL, VIRGINIA
OUT-OF-TOWN WATER AND SEWAGE SERVICE AGREEMENT
(Warren County Commercial/Industrial Freehold Users)~~

~~This Out-of-Town Water and Sewage Service Agreement ("Agreement"), is made this ____ day of _____, 20__, by and between the Town of Front Royal, Virginia ("Town") and _____ LLC ("User"), owner of commercial/industrial property commonly known as _____, located in the County of Warren, Virginia, being the same property conveyed to User by deed recorded in Deed Book _____, Page _____, as instrument # _____, of the land records of the Warren County Circuit Court, and identified as Warren County Tax Map Parcel No. 12L-5 ("property").~~

~~WHEREAS, the Town is authorized, pursuant to §§15.2-2119 and 15.2-2143 of the Code of Virginia, to operate outside of its boundaries, with the concurrence of the affected county, sewer services and water supply systems, and to contract for the use of such systems and services; and~~

~~WHEREAS, the Town operates sewer services and water supply systems outside of its boundaries and desires to contract to supply water and sewage services ("Services") to commercial and industrial users ("Users") located outside of its boundaries; and~~

~~WHEREAS, the County of Warren, Virginia, by separate agreement with the Town, concurs with the supplying of water and sewage services to such Users by the Town; and~~

~~WHEREAS, the User desires to obtain water and sewer services from the Town to its property via connection to the Town's service mains ("service location"), and to enter into an agreement containing the terms and conditions for the supplying of Services which satisfies the contract requirements of Section 134.31 of the Code of the Town of Front Royal, Virginia.~~

~~NOW THEREFORE, in consideration of Town Work Order No. _____, incorporated herein by this reference, creating a service location for User, and of providing Services to User and/or such other good and valuable consideration, receipt of which is hereby~~

~~acknowledged, User agrees to the following, which shall be binding upon User and User's successors in interest, lessees, and assigns:~~

~~1. SERVICE ACCOUNT AND DEPOSIT~~

~~Account~~

~~Upon execution of this Agreement, The Town's Department of Finance will open a service billing account ("Account") for User's service location and shall bill User for usage of Services supplied to such service location as determined by metering at User's master meter. If User has tenants using Services supplied via the same service location, User's usage shall be reduced by the usage of such tenants provided that each of such tenants have separate Accounts with Town, with usage determined by separate metering via separate tenant sub-meters.~~

~~Deposit Amount~~

~~User shall pay to Town a deposit ("deposit") to secure payment for Services. For an existing commercial/industrial service location at the property, the deposit required for Town Services shall be an amount equal to the highest monthly bill for that service location during the preceding twelve (12) months of services, or two hundred and fifty dollars (\$250.00), whichever is greater.~~

~~For a newly created commercial/industrial service location at the property, the Town's Department of Finance shall establish the required deposit at an amount estimated to equal to the User's anticipated average monthly bill for Services.~~

~~Payment of Deposit, Interest and Refunds~~

~~Payment of the deposit is due upon the earlier of the execution of the Town's service work order or the execution of this Agreement and shall be held by Town in an interest-bearing account.~~

~~The deposit, plus any accrued interest, shall be refunded upon the closing of the Account in an amount equal to the deposit and accrued interest minus any amount deducted to satisfy User arrearages or other debts owing to the Town. Upon request of a refund, the Director of Finance shall first ensure that User does not have any debts owing to the Town. If the User is indebted to the Town, the Director of Finance will apply any refund toward satisfaction of these debts prior to the refund of any deposit balances to the User.~~

~~2. COMPLIANCE WITH LAW~~

~~User agrees to comply with all applicable ordinances of Town concerning Services, including, but not limited to, discharge standards, pretreatment of waste, system development charges, and agrees to accept all new rate schedules and fees that the Town Council of Town may from time to time establish and adopt.~~

~~3. OUT-OF-TOWN COMMERCIAL RATES AND FEES~~

~~User shall pay to the Town a rate for Services equal to the charge to in-Town commercial/industrial users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town's meals [food and lodging] and lodging taxes), and license fees the User would pay to the Town if User's Premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town ("PILOT fees" or "Payments In Lieu of [Town] Taxes fees"). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town's meals [food and lodging] and lodging taxes, and hereinafter set forth) and license fees, whether ordinarily~~

~~imposed directly on the User and paid to the Town, or indirectly on User's customers; collected by User and paid to the Town, as if User was within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) tax and Town lodging tax. By February 1st each calendar year, User shall file with the Town a statement ("Statement") of User's previous year's taxes in the following categories as may apply to User: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes; (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the Statement will be used to calculate an amount equivalent to what User's annual taxes and license fees would be if User were a Town resident. This amount shall then be divided into twelfths and such resulting amount shall be added to User's monthly bill for services.~~

~~If the User is new to doing business in Warren County, the information required in the Statement above shall be estimated by the Town for purposes of determining the User's rate for the first year of services.~~

~~4.—VERIFICATION OF FEES~~

~~For three (3) years, User shall keep sufficient records to enable the Town to verify the accuracy of Statements submitted by User and the correctness of rates and fees under this Agreement. All such records, books of account and other information required to be kept by any taxing authority ("Records") shall be open to inspection and examination by the Department of Finance of Town in order to allow the Town to determine compliance with the terms of this Agreement. The Town shall provide User with the option of having such audit conducted in a local business office of User where Records are maintained. In the event the Records are maintained outside Warren County, copies of the Records shall be sent to the Department of Finance upon written demand. The decision of the Town's Director of Finance shall be final in determining whether Statements comply with the terms of this Agreement.~~

~~5.—PAYMENTS~~

~~Due Date—Interest, Fees and Charges~~

~~A.—User shall pay for water and sanitary sewer services provided by Town.~~

~~B.—All payments on Accounts shall be due at Town's Department of Finance by the close of business within twenty (20) days of the date of billing. Accounts for which full payment is not received within twenty (20) days, are delinquent. The Director of Finance shall notify the User in writing of all such delinquencies. A late charge of two percent (2%) of the delinquent bill shall be charged to the delinquent Account.~~

~~C.—If the Account remains delinquent for ten (10) days after the original notice, an additional service charge of Twenty Dollars (\$20.00) shall be charged to the Account and interest shall commence accruing at the rate of interest permitted on omitted taxes and assessments under the "Underpayment Rate" established pursuant to § 6621(a)(2) of the Internal Revenue Code plus two percent.~~

~~D.—If such User does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within ten (10) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water~~

~~and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation. User shall have a right to request a hearing before the Finance Director during said ten (10) business day period to object to cessation of utility service, during which hearing said User may present evidence to support User's position as to why utility service ought not to be disconnected for cause.~~

- ~~E. A service charge will be required to reconnect services on an Account that has had Services terminated for non-payment. If the reconnection occurs during normal business hours, the reconnection fee shall be \$20.00 for the first time; 1st; \$30.00 for the second time; and \$40.00 for the third time. At all other times other than normal business hours, the reconnection fee shall be one and one-half (1½) the reconnection fee during normal business hours.~~
- ~~F. If the fees and charges charged for water service or the use and services of the Town's sewage disposal system by or in connection with User's Premises are not paid when due, the User shall, until such fees and charges are paid with such penalty and interest to the date of payment, cease to dispose of sewage or industrial waste originating from or on such real estate by discharge thereof directly or indirectly into the Town's sewage disposal system.~~
- ~~G. Such fees and charges, and any penalty and interest thereon, when unpaid as provided above, shall constitute a lien against the property, ranking on a parity with liens for unpaid taxes. A lien may be placed on the property by the Town when the owner of the Premises has been advised in writing that a lien may be placed upon the property if the owner of the Premises fails to pay any delinquent water and sewer charges when due as provided as above. Such written notice shall be provided at least 30 days in advance of recordation of any lien with a copy of the bill for delinquent water and sewer charges to allow the owner of the Premises a reasonable opportunity to pay the amount of the outstanding balance and avoid the recordation of a lien against the property. The lien may be in the amount of (i) up to the number of months of delinquent water or sewer charges when the water or sewer is, or both are, provided to the owner of the Premises; (ii) any applicable penalties and interest on such delinquent charges; and (iii) reasonable attorney fees and other costs of collection not exceeding 20 percent of such delinquent charges. In no case shall a lien for less than \$25 be placed against the property.~~

Place of Payment

~~Payments shall be made by: 1) mail to Department of Finance, 102 E. Main Street, P.O. Box 1560, Front Royal, Virginia 22630, 2) deposit at the deposit box in the rear of the Town Hall, 102 East Main Street, Front Royal, Virginia 3) delivery in person at the Town Hall, 102 East Main Street, Front Royal, Virginia or 4) delivery to a designated bank.~~

Allocation of Payments

~~User recognizes and accepts that during a delinquency in the payment for services, any subsequent payment received will be applied first against the most delinquent Account balance.~~

~~6. TERMINATION OF SERVICES FOR BREACH OR FAILURE TO PAY~~

~~Grounds for Termination of Service~~

~~Services may be terminated for User's failure to comply with any of the terms of this Agreement including failure to pay for services as agreed herein.~~

~~Notice~~

~~The Director will notify the User at User's billing address (_____) in writing of all delinquencies, failures to comply with the terms of this Agreement, imminent service termination, and the right to contest as set forth below. The foregoing notwithstanding, the Town reserves the right to terminate Services as provided by Section 134-43 of the Code of the Town of Front Royal, Virginia. Notice of imminent service termination may be posted on the door of the premise at the service location with the delinquent Account, unless User and Town have previously agreed in writing to a different arrangement as to such notice.~~

~~Disconnection of Service~~

~~If such User does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within Ten (10) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health Certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation. Notwithstanding the foregoing, no services shall be terminated prior to the date set by the Town for a contest hearing as set forth in paragraph 5-D., above.~~

~~Conditions for Reconnection of Service~~

~~Once terminated, services shall not be restored to User until the outstanding balance (service fee(s), penalty, interest and reconnection fee(s)) for that service location is paid in full, unless the Director of Finance has approved other arrangements for payment in full.~~

~~7. RETURNED CHECK POLICY~~

~~If a check for payment on the Account is returned to the Town by its bank unpaid for any reason, the Director of Finance shall notify the User in the same manner as provided above. Unless payment in full, plus a \$35.00 returned check service charge, is received by the Director by the close of business three days after the date of the notice, in addition to any rights allowed under State law, Services to the User's service location shall be terminated. If the User presents the Town with more than two (2) returned checks during any twelve (12) month period, payment by check, other than in the form of cashier's check or certified check, will no longer be accepted.~~

~~8. USE, INSTALLATION, AND INSPECTIONS~~

~~The User further agrees to the following conditions: (1) The User shall extend service via mains and/or laterals from the Town's existing mains, with no new main construction required by the Town; (2) Extension of mains and the easements necessary for their~~

~~installation and maintenance may be required to be dedicated and conveyed to the Town; such facilities and real property interests shall be accepted into the Town's system when they meet such standards and requirements as the Town may determine; (3) The User shall secure any necessary easement(s) for extension of laterals, with the easement(s) to include a clause allowing the Town to inspect the lines as required to ensure proper maintenance; (4) All construction must meet the Town's water and/or sewer construction standards; (5) The User bears the total cost of all extension; (6) The User shall pay the in-town water and/or sewer system development charges. If the User violates any of these conditions, the Town may terminate Services after written notice to the User. The User may contest the Town's Notice of Default by contacting the Town Manager within five business days of the notice. The Town Manager will immediately schedule a hearing on the User's claim that he is not in default. If the User's challenge is not successful, Services will be terminated.~~

~~9. RIGHTS OF WAY/EASEMENTS~~

~~User agrees to execute and convey, upon request of Town, any and all rights of way and/or easements in favor of Town, in recordable form, necessary to perfect in Town the right to place, maintain and inspect any mains, laterals, lines, pipes, valves, meters and other infrastructure over, under and/or across the property necessary to supply and bill for water and sewage services to User and User's tenants, if any. User agrees to pay the filing fee(s) for the recordation of any such rights of way and/or easements in the Circuit Court for Warren County. Any such filing fees will be billed to User.~~

~~10. UNENFORCEABLE PROVISIONS~~

~~In the event that, by act of the Virginia General Assembly, decision of any court of competent jurisdiction, or for any other reason beyond the control of Town, the provisions of this Agreement for payments in lieu of taxes as a component of the out-of-town rate for services is determined to be illegal, ultra vires or unenforceable, the parties to this Agreement further agree that the Town may immediately terminate Services to the User unless the parties to this Agreement agree on a legally permitted substitute fee in place of a payment in lieu of Town taxes as set forth in this Agreement. In the event that no such legal substitute is available, the Town may terminate this Agreement without cost or liability.~~

~~11. REPRESENTATIONS~~

~~By signing below, the User represents and certifies that User has read and fully understands this Agreement having had an opportunity to consult with legal counsel, that User is the owner of the premises to which this Agreement relates, that User agrees to comply fully with the terms of this Agreement, and that the individual executing this Agreement on behalf of User is an authorized signatory hereto.~~

~~USER~~

~~By: _____ DATE: ____/____/____~~

~~Member~~

~~Note: A certified corporate resolution, or equivalent, authorizing the above signatory to enter into this Agreement must accompany this Agreement.~~

~~STATE OF _____~~

~~COUNTY OF _____, TO-WIT:~~

~~I, _____, a Notary Public in and for the State of _____, do hereby certify that _____, whose name is signed to the foregoing Agreement, did this day personally appear and acknowledge the same before me in my State and County aforesaid. Given under my hand this _____ day of _____, 20__.~~

_____ My Commission Expires	_____ Notary Public
TOWN OF FRONT ROYAL, VIRGINIA	
By: _____ —Town Manager	Approved as to form:
	_____ Town Attorney

134-31.1 WATER SERVICE RATES

C. The rates for water service usage furnished outside of the limits of the Town of Front Royal:

1. One hundred percent (100%) more than the in-town rates as provided above, for areas not in the "U.S. Routes 522/340 Corridor Area," or "Route 522 Corridor Area," or "Corridor Area," hereinafter, "Corridor Area," as described and defined in subparagraph (2) below.

2. a. In the "Corridor Area," commercial users ("Users") of Town water services shall pay to the Town a rate for services equal to the charge to in-Town commercial/industrial users, plus an amount substantially equivalent to the total amount of Town taxes and license fees that such user would pay if such user was located within the Town's corporate limits for the same or equivalent or similar activity. By February 1 each calendar year, user shall file with the Town a statement ("Statement") containing sufficient information for the Town to calculate an amount equivalent to what user's annual taxes or taxes collected and license fees would be if user were a Town commercial business. This amount shall then be divided into twelfths and such resulting amount shall be added to user's monthly bill for services.

~~2. a. In the "Corridor Area," commercial users ("Users") of Town water services shall pay to the Town a rate for services equal to the charge to in-Town commercial/industrial users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town's meals and lodging taxes, as hereinafter set forth) and license fees the user would pay to the Town if user's premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town, or "PILOT~~

~~fees" ("Payments In Lieu of [Town] Taxes fees"). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town's meals [food and beverage] and lodging taxes), and license fees, whether ordinarily imposed directly on the user and paid to the Town, or indirectly on user's customers, collected by user and paid to the Town, as if user was located within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) taxes and Town lodging taxes. By February 1 each calendar year, user shall file with the Town a statement ("Statement") of user's previous year's taxes in the following categories: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes (excluding meals and lodging taxes collected); (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the statement will be used to calculate an amount equivalent to what user's annual taxes or taxes collected and license fees would be if user were a Town resident or a Town business. This amount shall then be divided into twelfths and such resulting amount shall be added to user's monthly bill for services.~~

b. If a commercial user in the Corridor Area is new to Warren County, the information required in the statement above shall be estimated by the Town for purposes of determining the user's rate for the first year of services.

c. The Corridor Area was originally described and defined in the "Amendment to an Agreement Between the County of Warren and the Town of Front Royal Regarding the Provision of Water and Sewer Service by the Town in the U.S. Route 522/340 North Corridor and the Assumption of Full Service Funding and Responsibility by the County of Fire/Rescue, Parks/Recreation Operations and Animal Control Services," dated August 9, 1999, and as further ratified by "Final Order Validating and Affirming Voluntary Settlement Agreement Between the Town of Front Royal and the County of Warren," said Order entered into by the Circuit Court of Warren County, Virginia, dated December 13, 1999, Case No. CL97000225. The Corridor Area originally is described and defined as being that area north of the corporate boundaries of the Town of Front Royal, in Warren County, on both sides of U.S. Routes 522/340 North, extending to Crooked Run on the West side of U.S. Routes 522/340 North to the tracks of the Norfolk and Southern Railroad Company on the East side of U.S. Routes 522/340 North, and between the Interstate-66 Interchange to the South and State Route 661 (Fairgrounds Road) to the North. The Corridor Area has since been amended and expanded, by Voluntary Settlement Agreement between the Town of Front Royal and the County of Warren, to additionally include Crooked Run West, which contains current Warren County Tax Map Parcel Numbers 12 M 2 9 (11.22 ac), 12 M 2 10 (2.33 ac), 12 M 2 11 (53.93 ac), 12 M 2 12 (20.00 ac), 12 M 2 13 (30.43 ac), and 12 M 2 14 (29.94 ac), in total containing 147.85 acres, more or less, all of which are part of the Corridor Area.

d. Users in the Corridor Area, in order to use Town public water and sanitary sewer utility services, shall enter into with the Town, and be subject to, an Out-of-Town Water and

Sewage Service Agreement which contains provisions for payments in lieu of Town taxes and license fees "PILOT fees".. ~~which PILOT Fee Agreements shall be in substantially the following form:~~

~~TOWN OF FRONT ROYAL, VIRGINIA
OUT-OF-TOWN WATER AND SEWAGE SERVICE AGREEMENT
(Warren County Commercial/Industrial Freehold Users)~~

~~This Out-of-Town Water and Sewage Service Agreement ("Agreement"), is made this ___ day of _____, 20__, by and between the Town of Front Royal, Virginia ("Town") and _____ LLC ("User"), owner of commercial/industrial property commonly known as ___, located in the County of Warren, Virginia, being the same property conveyed to User by deed recorded in Deed Book _____, Page _____, as instrument # _____, of the land records of the Warren County Circuit Court, and identified as Warren County Tax Map Parcel No. 12L-5 ("property").~~

~~WHEREAS, the Town is authorized, pursuant to §§15.2-2119 and 15.2-2143 of the Code of Virginia, to operate outside of its boundaries, with the concurrence of the affected county; sewer services and water supply systems, and to contract for the use of such systems and services; and~~

~~WHEREAS, the Town operates sewer services and water supply systems outside of its boundaries and desires to contract to supply water and sewage services ("Services") to commercial and industrial users ("Users") located outside of its boundaries; and~~

~~WHEREAS, the County of Warren, Virginia, by separate agreement with the Town, concurs with the supplying of water and sewage services to such Users by the Town; and~~

~~WHEREAS, the User desires to obtain water and sewer services from the Town to its property via connection to the Town's service mains ("service location"); and to enter into an agreement containing the terms and conditions for the supplying of Services which satisfies the contract requirements of Section 134-31 of the Code of the Town of Front Royal, Virginia:~~

~~NOW THEREFORE, in consideration of Town Work Order No. _____, incorporated herein by this reference, creating a service location for User, and of providing Services to User and/or such other good and valuable consideration, receipt of which is hereby acknowledged, User agrees to the following, which shall be binding upon User and User's successors in interest, lessees, and assigns:~~

~~1. SERVICE ACCOUNT AND DEPOSIT~~

~~Account~~

~~Upon execution of this Agreement, The Town's Department of Finance will open a service billing account ("Account") for User's service location and shall bill User for usage of Services supplied to such service location as determined by metering at User's master meter. If User has tenants using Services supplied via the same service location, User's usage shall be reduced by the usage of such tenants provided that each of such tenants have separate Accounts with Town, with usage determined by separate metering via separate tenant sub meters.~~

~~Deposit Amount~~

~~User shall pay to Town a deposit ("deposit") to secure payment for Services. For an existing commercial/industrial service location at the property, the deposit required for Town Services shall be an amount equal to the highest monthly bill for that service location~~

~~during the preceding twelve (12) months of services, or two hundred and fifty dollars (\$250.00), whichever is greater.~~

~~For a newly created commercial/industrial service location at the property, the Town's Department of Finance shall establish the required deposit at an amount estimated to equal to the User's anticipated average monthly bill for Services.~~

~~Payment of Deposit, Interest and Refunds~~

~~Payment of the deposit is due upon the earlier of the execution of the Town's service work order or the execution of this Agreement and shall be held by Town in an interest-bearing account.~~

~~The deposit, plus any accrued interest, shall be refunded upon the closing of the Account in an amount equal to the deposit and accrued interest minus any amount deducted to satisfy User arrearages or other debts owing to the Town. Upon request of a refund, the Director of Finance shall first ensure that User does not have any debts owing to the Town. If the User is indebted to the Town, the Director of Finance will apply any refund toward satisfaction of these debts prior to the refund of any deposit balances to the User.~~

~~2. COMPLIANCE WITH LAW~~

~~User agrees to comply with all applicable ordinances of Town concerning Services, including, but not limited to, discharge standards, pretreatment of waste, system development charges, and agrees to accept all new rate schedules and fees that the Town Council of Town may from time to time establish and adopt.~~

~~3. OUT-OF-TOWN COMMERCIAL RATES AND FEES~~

~~User shall pay to the Town a rate for Services equal to the charge to in-Town commercial/industrial users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town's meals [food and lodging] and lodging taxes), and license fees the User would pay to the Town if User's Premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town ("PILOT fees" or "Payments In Lieu of [Town] Taxes fees"). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town's meals [food and lodging] and lodging taxes, and hereinafter set forth) and license fees, whether ordinarily imposed directly on the User and paid to the Town, or indirectly on User's customers, collected by User and paid to the Town, as if User was within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) tax and Town lodging tax. By February 1st each calendar year, User shall file with the Town a statement ("Statement") of User's previous year's taxes in the following categories as may apply to User: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes; (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the Statement will be used to calculate an amount equivalent to what User's annual taxes and license fees would be if User were a Town resident. This amount shall then be divided into twelfths and such resulting amount shall be added to User's monthly bill for services.~~

~~If the User is new to doing business in Warren County, the information required in the Statement above shall be estimated by the Town for purposes of determining the User's rate for the first year of services.~~

~~4.—VERIFICATION OF FEES~~

~~For three (3) years, User shall keep sufficient records to enable the Town to verify the accuracy of Statements submitted by User and the correctness of rates and fees under this Agreement. All such records, books of account and other information required to be kept by any taxing authority ("Records") shall be open to inspection and examination by the Department of Finance of Town in order to allow the Town to determine compliance with the terms of this Agreement. The Town shall provide User with the option of having such audit conducted in a local business office of User where Records are maintained. In the event the Records are maintained outside Warren County, copies of the Records shall be sent to the Department of Finance upon written demand. The decision of the Town's Director of Finance shall be final in determining whether Statements comply with the terms of this Agreement.~~

~~5.—PAYMENTS~~

~~Due Date—Interest, Fees and Charges~~

~~A.—User shall pay for water and sanitary sewer services provided by Town.~~

~~B.—All payments on Accounts shall be due at Town's Department of Finance by the close of business within twenty (20) days of the date of billing. Accounts for which full payment is not received within twenty (20) days, are delinquent. The Director of Finance shall notify the User in writing of all such delinquencies. A late charge of two percent (2%) of the delinquent bill shall be charged to the delinquent Account.~~

~~C.—If the Account remains delinquent for ten (10) days after the original notice, an additional service charge of Twenty Dollars (\$20.00) shall be charged to the Account and interest shall commence accruing at the rate of interest permitted on omitted taxes and assessments under the "Underpayment Rate" established pursuant to § 6621(a)(2) of the Internal Revenue Code plus two percent.~~

~~D.—If such User does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within ten (10) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation. User shall have a right to request a hearing before the Finance Director during said ten (10) business day period to object to cessation of utility service, during which hearing said User may present evidence to support User's position as to why utility service ought not to be disconnected for cause.~~

~~E.—A service charge will be required to reconnect services on an Account that has had Services terminated for non-payment. If the reconnection occurs during normal business hours, the reconnection fee shall be \$20.00 for the first time; 1st; \$30.00 for the second time; and \$40.00 for the third time. At all other times other than~~

~~normal business hours, the reconnection fee shall be one and one-half (1½) the reconnection fee during normal business hours.~~

~~F. If the fees and charges charged for water service or the use and services of the Town's sewage disposal system by or in connection with User's Premises are not paid when due, the User shall, until such fees and charges are paid with such penalty and interest to the date of payment, cease to dispose of sewage or industrial waste originating from or on such real estate by discharge thereof directly or indirectly into the Town's sewage disposal system.~~

~~G. Such fees and charges, and any penalty and interest thereon, when unpaid as provided above, shall constitute a lien against the property, ranking on a parity with liens for unpaid taxes. A lien may be placed on the property by the Town when the owner of the Premises has been advised in writing that a lien may be placed upon the property if the owner of the Premises fails to pay any delinquent water and sewer charges when due as provided as above. Such written notice shall be provided at least 30 days in advance of recordation of any lien with a copy of the bill for delinquent water and sewer charges to allow the owner of the Premises a reasonable opportunity to pay the amount of the outstanding balance and avoid the recordation of a lien against the property. The lien may be in the amount of (i) up to the number of months of delinquent water or sewer charges when the water or sewer is, or both are, provided to the owner of the Premises; (ii) any applicable penalties and interest on such delinquent charges; and (iii) reasonable attorney fees and other costs of collection not exceeding 20 percent of such delinquent charges. In no case shall a lien for less than \$25 be placed against the property.~~

Place of Payment

~~Payments shall be made by: 1) mail to Department of Finance, 102 E. Main Street, P.O. Box 1560, Front Royal, Virginia 22630, 2) deposit at the deposit box in the rear of the Town Hall, 102 East Main Street, Front Royal, Virginia 3) delivery in person at the Town Hall, 102 East Main Street, Front Royal, Virginia or 4) delivery to a designated bank.~~

Allocation of Payments

~~User recognizes and accepts that during a delinquency in the payment for services, any subsequent payment received will be applied first against the most delinquent Account balance.~~

~~6. TERMINATION OF SERVICES FOR BREACH OR FAILURE TO PAY~~

Grounds for Termination of Service

~~Services may be terminated for User's failure to comply with any of the terms of this Agreement including failure to pay for services as agreed herein.~~

Notice

~~The Director will notify the User at User's billing address (_____) in writing of all delinquencies, failures to comply with the terms of this Agreement, imminent service termination, and the right to contest as set forth below. The foregoing notwithstanding, the Town reserves the right to terminate Services as provided by Section 134-43 of the Code of the Town of Front Royal, Virginia. Notice of imminent service termination may be posted on the door of the premise at the service location with the delinquent Account, unless User and Town have previously agreed in writing to a different arrangement as to such notice.~~

Disconnection of Service

~~If such User does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within Ten (10) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health Certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation. Notwithstanding the foregoing, no services shall be terminated prior to the date set by the Town for a contest hearing as set forth in paragraph 5.D., above.~~

Conditions for Reconnection of Service

~~Once terminated, services shall not be restored to User until the outstanding balance (service fee(s), penalty, interest and reconnection fee(s)) for that service location is paid in full, unless the Director of Finance has approved other arrangements for payment in full.~~

~~7.—RETURNED CHECK POLICY~~

~~If a check for payment on the Account is returned to the Town by its bank unpaid for any reason, the Director of Finance shall notify the User in the same manner as provided above. Unless payment in full, plus a \$35.00 returned check service charge, is received by the Director by the close of business three days after the date of the notice, in addition to any rights allowed under State law, Services to the User's service location shall be terminated. If the User presents the Town with more than two (2) returned checks during any twelve (12) month period, payment by check, other than in the form of cashier's check or certified check, will no longer be accepted.~~

~~8.—USE, INSTALLATION, AND INSPECTIONS~~

~~The User further agrees to the following conditions: (1) The User shall extend service via mains and/or laterals from the Town's existing mains, with no new main construction required by the Town; (2) Extension of mains and the easements necessary for their installation and maintenance may be required to be dedicated and conveyed to the Town, such facilities and real property interests shall be accepted into the Town's system when they meet such standards and requirements as the Town may determine; (3) The User shall secure any necessary easement(s) for extension of laterals, with the easement(s) to include a clause allowing the Town to inspect the lines as required to ensure proper maintenance; (4) All construction must meet the Town's water and/or sewer construction standards; (5) The User bears the total cost of all extension; (6) The User shall pay the in-town water and/or sewer system development charges. If the User violates any of these conditions, the Town may terminate Services after written notice to the User. The User may contest the Town's Notice of Default by contacting the Town Manager within five business days of the notice. The Town Manager will immediately schedule a hearing on the User's claim that he is not in default. If the User's challenge is not successful, Services will be terminated.~~

~~9.—RIGHTS OF WAY/EASEMENTS~~

~~User agrees to execute and convey, upon request of Town, any and all rights of way and/or easements in favor of Town, in recordable form, necessary to perfect in Town the right~~

~~to place, maintain and inspect any mains, laterals, lines, pipes, valves, meters and other infrastructure over, under and/or across the property necessary to supply and bill for water and sewage services to User and User's tenants, if any. User agrees to pay the filing fee(s) for the recordation of any such rights of way and/or easements in the Circuit Court for Warren County. Any such filing fees will be billed to User.~~

~~10. UNENFORCEABLE PROVISIONS~~

~~In the event that, by act of the Virginia General Assembly, decision of any court of competent jurisdiction, or for any other reason beyond the control of Town, the provisions of this Agreement for payments in lieu of taxes as a component of the out-of-town rate for services is determined to be illegal, ultra vires or unenforceable, the parties to this Agreement further agree that the Town may immediately terminate Services to the User unless the parties to this Agreement agree on a legally permitted substitute fee in place of a payment in lieu of Town taxes as set forth in this Agreement. In the event that no such legal substitute is available, the Town may terminate this Agreement without cost or liability.~~

~~11. REPRESENTATIONS~~

~~By signing below, the User represents and certifies that User has read and fully understands this Agreement having had an opportunity to consult with legal counsel; that User is the owner of the premises to which this Agreement relates; that User agrees to comply fully with the terms of this Agreement, and that the individual executing this Agreement on behalf of User is an authorized signatory hereto.~~

~~USER~~

~~By: _____ DATE: ____/____/____~~

~~Member~~

~~Note: A certified corporate resolution, or equivalent, authorizing the above signatory to enter into this Agreement must accompany this Agreement.~~

~~STATE OF _____~~

~~COUNTY OF _____, TO-WIT:~~

~~I, _____, a Notary Public in and for the State of _____, do hereby certify that _____, whose name is signed to the foregoing Agreement, did this day personally appear and acknowledge the same before me in my State and County aforesaid.~~

~~Given under my hand this _____ day of _____, 20__.~~

_____ My Commission Expires	_____ Notary Public
TOWN OF FRONT ROYAL, VIRGINIA	
By: _____ —Town Manager	Approved as to form: _____ Town Attorney

This ordinance shall become effective upon passage.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Hillary Wilfong, Deputy 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 May 4 and May 11, 2026.

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: May 26, 2026 Item# 10A

Agenda Item: FY2025-2026 Write Off for Bad Debt

Summary: Council is requested to approve the removal of 5 years or older of outstanding accounts receivable (bad debts) totaling \$45,926.66 (146 utility accounts) on the Town's ledger for the remainder of fiscal year 2025-2026.

Staff has identified the accounts as bad debt and uncollectible based upon the Bad Debt Policy approved by Town Council in March 2019 and statute of limitations. All possible recourse of attempting to collect these amounts has been completed and the accounts have no activity for at least 5 years.

The amount of bad debt previously approved to be removed by Council for the preceding five fiscal years is as follows:

FY21 - \$41,474.18 (123 Accounts)
FY22 - \$46,705.80 (166 Accounts)
FY23 - \$47,314.36 (151 Accounts)
FY24 - \$48,897.84 (151 Accounts)
FY25 - \$52,445.15 (146 Accounts)
FY26 - \$45,926.66 (110 Accounts) – Pending Approval

Annually the Town of Front Royal bills approximately \$32,000,000 (\$32 million) for utility service. The Town of Front Royal Department of Finance collects approximately 99.9% of the utilities billed annually before accounts are deemed uncollectible and written off.

Budget/Funding:	0002-0401	Electric Allowance Uncollectible Utility Bills
	0003-0401	Sewer Allowance Uncollectible Utility Bills
	0004-0401	Water Allowance Uncollectible Utility Bills
	0005-0401	Solid Waste Allowance Uncollectible Utility Bills

Meetings: May 4, 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 the removal of 5 years or older of outstanding accounts receivable (bad debts) totaling \$45,926.66 (146 utility accounts) on the Town's ledger for the remainder of fiscal year 2025-2026 as presented.

Moved _____ Seconded _____

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

FY2026 Write-Off Utility Accounts

Account Number	Balance	Final Bill Due Date
10-514100-1	\$ 65.50	11/30/2020
09-352000-25	\$ 720.50	2/1/2021
01-403000-11	\$ 136.06	8/31/2010
10-176400-15	\$ 1,184.27	11/7/2014
08-335332-2	\$ 195.08	10/9/2020
09-238000-21	\$ 71.73	2/5/2021
06-683610-5	\$ 72.85	6/11/2021
04-394000-11	\$ 194.69	4/27/2021
08-251000-10	\$ 129.32	4/30/2021
09-284000-20	\$ 53.65	9/9/2020
08-798000-5	\$ 183.29	3/27/2020
04-752000-8	\$ 200.00	12/8/2017
04-289000-5	\$ 310.23	10/30/2020
04-219000-35	\$ 104.46	11/9/2020
08-615210-15	\$ 547.67	6/18/2021
02-175000-11	\$ 259.97	8/14/2020
08-198000-12	\$ 357.15	11/6/2020
08-615210-14	\$ 878.04	8/7/2020
09-339000-12	\$ 86.43	1/20/2021
06-612005-16	\$ 505.12	2/19/2021
07-591223-29	\$ 38.38	10/23/2020
04-219000-36	\$ 187.21	6/11/2021
03-616025-24	\$ 392.98	9/4/2020
04-360000-18	\$ 76.96	11/30/2020
04-669000-45	\$ 451.30	8/21/2020
08-754000-14	\$ 29.78	2/26/2021
07-591022-24	\$ 36.68	1/27/2020
01-145000-11	\$ 1,763.03	5/14/2021
03-355000-7	\$ 322.11	5/1/2020
01-339000-32	\$ 1,149.88	9/11/2020
03-616300-17	\$ 228.68	4/2/2021
07-591222-8	\$ 151.35	3/26/2021
07-394000-10	\$ 648.17	5/21/2021
07-363100-1	\$ 177.26	4/23/2021
06-302000-20	\$ 252.75	8/28/2020
06-268000-30	\$ 301.20	4/16/2021
09-153000-15	\$ 1,585.90	8/21/2020
06-511000-7	\$ 770.73	1/5/2021

FY2026 Write-Off Utility Accounts

07-268001-7	\$ 139.35	4/27/2021
06-551000-26	\$ 559.17	12/18/2020
06-509000-4	\$ 110.52	10/23/2020
08-705000-42	\$ 91.50	11/23/2020
02-494000-6	\$ 305.50	5/14/2021
10-242000-19	\$ 24.42	8/14/2020
08-706000-23	\$ 1,034.97	12/4/2020
10-147043-22	\$ 53.72	6/11/2021
04-215000-34	\$ 341.48	11/30/2020
03-726600-34	\$ 162.35	5/7/2021
08-121000-14	\$ 50.01	10/1/2012
06-625235-24	\$ 252.97	3/17/2021
01-721801-2	\$ 161.41	8/7/2020
03-523000-3	\$ 467.07	4/27/2021
09-143000A-16	\$ 106.47	1/20/2021
08-153250-17	\$ 857.94	5/28/2021
09-278000-4	\$ 123.63	6/11/2021
10-155003-31	\$ 496.27	8/7/2020
08-273528-10	\$ 577.90	2/5/2021
04-269000-19	\$ 168.71	6/6/2016
01-564000-9	\$ 1,885.36	9/18/2020
07-362000-4	\$ 149.12	9/25/2020
07-591175-17	\$ 251.19	1/26/2018
10-167110-2	\$ 133.43	12/22/2020
05-732020-2	\$ 165.82	5/28/2021
10-155008-12	\$ 61.16	10/23/2020
07-160237-7	\$ 1,588.15	4/16/2021
06-502000-9	\$ 229.35	5/7/2021
05-598000-23	\$ 760.01	12/28/2020
04-543000-28	\$ 1,130.52	8/21/2020
03-138000-1	\$ 284.82	5/21/2021
05-251000-19	\$ 521.05	11/6/2020
08-677000-27	\$ 121.50	1/19/2021
08-677000-27	\$ 121.50	1/19/2021
06-554000-17	\$ 606.08	3/27/2020
08-699000-32	\$ 329.51	3/22/2016
05-353000-34	\$ 103.32	8/28/2020
08-616000-34	\$ 170.16	11/16/2020
05-666000-7	\$ 155.40	8/23/2019

FY2026 Write-Off Utility Accounts

05-193000-29	\$ 260.70	4/27/2021
03-363000-26	\$ 745.86	2/26/2021
10-182004-30	\$ 106.76	8/28/2020
03-616025-25	\$ 800.31	5/17/2021
06-533000-18	\$ 1,358.11	9/25/2020
10-496000-4	\$ 722.47	11/9/2020
09-357000-6	\$ 117.32	3/17/2021
01-625000-8	\$ 334.92	8/21/2020
08-371100-5	\$ 74.96	5/28/2021
09-527000-13	\$ 165.11	11/2/2020
04-514000-6	\$ 889.33	6/3/2021
04-664000-36	\$ 293.24	2/11/2021
04-672000-41	\$ 554.86	9/25/2020
05-649000-3	\$ 129.41	9/23/2020
03-230000-17	\$ 1,129.38	4/30/2021
10-195039-4	\$ 345.86	7/31/2020
05-130000-6	\$ 1,315.93	12/11/2020
01-165000-22	\$ 516.96	2/26/2021
02-683000-26	\$ 630.69	5/14/2021
06-332000-15	\$ 547.33	10/29/2020
05-724000-30	\$ 76.38	1/27/2021
04-170000-21	\$ 912.45	8/23/2019
03-188000-18	\$ 1,107.38	11/9/2020
02-627000-4	\$ 453.86	5/16/2014
04-664000-18	\$ 379.86	6/23/2011
01-145000-3	\$ 257.36	1/13/2012
05-487300-19	\$ 18.72	8/7/2020
08-206000-7	\$ 198.41	8/21/2020
03-258000-27	\$ 351.62	1/20/2021
03-258000-27	\$ 351.62	1/20/2021
08-663000-3	\$ 596.99	9/11/2020
02-447000-24	\$ 193.12	8/28/2020
05-309000-15	\$ 316.21	3/17/2021
\$ 45,926.66		



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: May 26, 2026 Item# 10B

Agenda Item: Bid Award- Delivered Ready Mix Concrete

Summary: The Purchasing Division issued a solicitation for the supply and delivery of various ready-mix concrete types for use by the Department of Public Works. One (1) bid was received by the April 9, 2026 deadline. The procurement was conducted through competitive unsealed bidding in accordance with the Virginia Public Procurement Act (VPPA), utilizing eVA, the Commonwealth's electronic procurement system.

Due to ongoing market volatility, this is the first responsive bid received for this solicitation in the past five (5) years. To address pricing uncertainty, the solicitation included special terms and conditions allowing for limited price adjustments tied to external factors. Specifically, the contract permits price increases of up to 25% of any additional tariff imposed on materials purchased by the contractor. The contract also includes an initial one-year term with the option for up to four (4) annual renewals, with any renewal price adjustments capped at the percentage change in the Producer Price Index (PPI), Industry Code 13330101C, as published by the U.S. Bureau of Labor Statistics for the most recent twelve-month period.

Staff recommends awarding the contract to the lowest responsive and responsible bidder, Rockingham Redi-Mix of Harrisonburg, Virginia, for firm-fixed unit pricing on various concrete mixes to support ongoing maintenance and construction projects.

Delivered Unit Pricing:

DESCRIPTION	DELIVERED COST
B Mix Concrete	\$ 167.00 / cy
A Mix Concrete	\$ 170.00 / cy
A-3 Mix Concrete, REGULAR SAND	\$ 173.00 / cy
A-3 Mix Concrete, NATURAL SAND	\$ 176.00 / cy
A-4 Mix Concrete, NATURAL SAND	\$ 179.00 / cy
EXPOSED AGGREGATE MIX CONCRETE	\$ 211.00 / cy
Ready Mix Flowable Fill	\$ 155.00 / cy
All Types CG-12	\$ 176.00 / cy
Short Load Fee	\$ 100.00 / ld

Budget/Funding:

Funding budgeted and available in the following account:
4500-45477 Curb and Gutter Reconstruction

Meetings: May 4, 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 award of bid to Rockingham Redi-Mix of Harrisonburg for firm-fixed unit pricing on various concrete mixes to support ongoing maintenance and construction projects.

Moved _____ Seconded _____

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



Town of Front Royal, VA

BID TABULATION

IFB #3-2026 DELIVERED CONCRETE

BID OPENING DATE: 4/9/2026

BID OPENING TIME: 2:00 PM

			Rockingham Redi-Mix	No Bid	No Bid
Description	QTY	UOM	Total Bid Price	Total Bid Price	Total Bid Price
B Mix Concrete	1	CY	\$167.00		
A Mix Concrete	1	CY	\$170.00		
A-3 Mix Concrete, REGULAR SAND	1	CY	\$173.00		
A-3 Mix Concrete, NATURAL SAND	1	CY	\$176.00		
A-4 Mix Concrete, NATURAL SAND	1	CY	\$179.00		
EXPOSED AGGREGATE MIX CONCRETE	1	CY	\$211.00		
Ready Mix Flowable Fill	1	CY	\$155.00		
All Types CG-12	1	CY	\$176.00		
Short Load Fee	1	LOAD	\$100.00		
TOTAL BID PRICE			\$1,507.00	\$0.00	\$0.00

The VENDOR SPREAD SHEET is generated from the initial, raw information collected. No award decision has been made.

Prepared By: Michelle Campbell, VCA, VCO

Memo



Town of Front Royal Public Works

TO: Michelle Campbell, Manager of Purchasing
FROM: Steve Scheulen, Infrastructure Manager
CC: BJ Wilson, Assistant Town Manager/Director of Finance
DATE: April 13, 2026
RE:

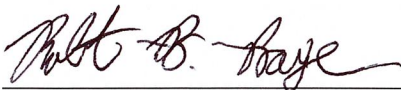
Public Works recommends award to Rockingham Redi-Mix for supply and delivery of various types of ready-mix concrete needed for maintenance repairs and projects performed by the Department.

Funding from the Streets Department budget code 4500-5477, Curb and Gutter Reconstruction.

Steve Scheulen, Infrastructure Manager



Robert Boyer, Director of Public Works





BID FORM

Town of Front Royal Purchasing Department

Title: IFB 3-2026 Delivered Concrete

Due prior to 2:00 P.M., local prevailing time, April 9, 2026

Ready-Mix Concrete Firm Fixed Pricing

DESCRIPTION	DELIVERED COST PER CUBIC YARD
B Mix Concrete	\$ 167.00
A Mix Concrete	\$ 170.00
A-3 Mix Concrete, REGULAR SAND	\$ 173.00
A-3 Mix Concrete, NATURAL SAND	\$ 176.00
A-4 Mix Concrete, NATURAL SAND	\$ 179.00
EXPOSED AGGREGATE MIX CONCRETE	\$ 211.00
Ready Mix Flowable Fill	\$ 155.00
All Types CG-12	\$ 176.00
Short Load Fee	\$ 100.00/LD
	\$

The undersigned hereby declares that he has informed himself fully of all conditions of this solicitations, including the specifications of the product(s) to be provided, drawings (if any), all Addenda, and all conditions relative to any work to be performed.

Receipt of Addenda listed below is acknowledged and the bid incorporates all requirements of these Addenda:

No. _____ Date NA

No. _____ Date NA

No. _____ Date NA

No. _____ Date NA

A minimum of 30 days after receipt of an approved invoice by the Town shall be allowed for payment. Discounts for prompt payment **will not** be considered in the evaluation of bids. However, any offered discount will become part of the award and will be taken if payment is made within the discount period offered in the bid. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of earning the discount, payment shall be considered to have been made on the date that appears on the payment check or the date on which an electronic funds transfer for the payment was made.

The Bidder certifies that he has not combined, conspired, or agreed to intentionally rig, alter, or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated this bid for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the Town of Front Royal. **In compliance with VA Code § 2.2-4343.1, the Town of Front Royal does not discriminate against faith-based organizations. INDICATE BY PLACING A CHECK HERE _____ IF A FAITH-BASED ORGANIZATION AS DESCRIBED IN VA CODE § 2.2-4343.1**

My signature certifies that this firm (or individual) has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Town of Front Royal, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to the Town of Front Royal, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the Town of Front Royal.

Bids must be signed by someone having the authority to bind the individual or company.

SIGNATURE

Duane Laughlin

PRINTED/TYPED NAME

DUANE LAUGHLIN

TITLE

Sales - Business Dev.

DATE

4/9/26

TELEPHONE

540 323,3301

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED

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

LEGAL NAME & ADDRESS OF FIRM:

ROCKINGHAM RED MIX
1557 GARBERS CHURCH RD
HARRISONBURG, VA 22801

By: Duane Laughlin
Company's Legal Name Authorized Representative - Signature in Ink

Printed Name: DUANE LAUGHLIN

Title: Sales - Business Dev.

Date: 4/9/26

Phone: 540.323.3301

Email: duane.laughlin@conmatgroup.com

Fax: _____

In compliance with this IFB, and subject to all the conditions thereof, the signatory offers, if this bid is accepted within ninety (90) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The above signature certifies the bidder has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of the firm named above.

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED

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

State Corporation Commission Form

Virginia State Corporation Commission (SCC) Registration Information

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

☒ is a corporation or other business entity with the following SCC identification number:

-OR-

- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.

-OR-

- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

-OR-

- ☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel to this form.
- ☐ **NOTE:** Check this circle if you have not completed any of the foregoing options but currently have pending before the SCC and application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. (The Town of Front Royal reserves the right to determine in its sole discretion whether to allow such waiver).

I certify the accuracy of this information.

Signed: _____

Title: _____

Date: _____

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. **Qualification:** The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. **Vendor's Primary Contact:**
Name: DUANE LAUGHLIN Phone: 540.323.3301
E-mail: duane.laughlin@comatgroup.com
3. **Years in Business:** Indicate the length of time you have been in business providing this type of good or service:
50 Years _____ Months
4. Indicate below a listing of three (3) references for like jobs the Offeror has performed for a municipal government in Virginia or similar accounts, including a contact person, address, and phone number.

A. Company/Government:
Address:

Town of Front Royal, VA

Contact (Name/Title):
Contact Email:
Phone:

B. Company/Government:
Address:

City of Winchester, VA

Contact (Name/Title):
Contact Email:
Phone:

C. Company/Government:
Address:

City of Harrisonburg, VA

Contact (Name/Title):
Contact Email:
Phone:

I certify the accuracy of this information.

Signed:

Duane Laughlin

Title:

Sales-Business Dev.

Date:

4/9/26

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered in to any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, fee gift, commission, or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID ARE TRUE AND CORRECT.

Dated this 9TH day of APRIL, 2026.

ROCKINGHAM RED MIX
(Name of Organization)

Sales-Business Dev.
(Title of Person Signing)

Duane Gagneri
(Signature)

ACKNOWLEDGEMENT

STATE OF Virginia

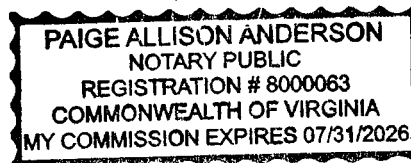
COUNTY OF Shenandoah

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 9th day of April, 2026.

Paige Anderson
Notary Public Signature

My Commission Expires: 07/31/2026 (SEAL)



THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED

CONFLICT OF INTEREST: The undersigned certifies and warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest, which is defined as a situation in which the nature or work under the contract and the offeror's organizational, financial, contractual or other interest are such that award of the contract may result in the offeror receiving an unfair competitive advantage, or the offeror's objectivity in performing the contract work may be impaired. The offeror agrees that if after being awarded it discovers an organizational conflict of interest with respect to the being awarded, it shall make an immediate and full disclosure in writing to the Town of Front Royal which shall include a description of the action which the offeror has taken or intends to take to eliminate or neutralize the conflict. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS PROPOSAL (I.E. PROJECT MANAGER).

Dated this 9th day of April, 2026.

ROCKINGHAM ZED i Mix

(Name of Organization)

Sales-Business Dev.

(Title of Person Signing)

Duane Gaughan

(Signature)

ACKNOWLEDGEMENT

STATE OF

Virginia

COUNTY OF

Shenandoah

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.
Subscribed and sworn to me this 9th day of April, 2026.

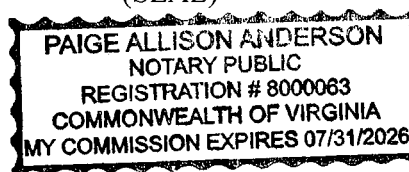
Paige Anderson

Notary Public Signature

My Commission Expires:

07/31/2026

(SEAL)





INVITATION FOR BIDS

Town of Front Royal Purchasing Department

Date: March 31, 2026

IFB #3-2026 DELIVERED CONCRETE

FIRM FIXED PRICING ON VARIOUS TYPES OF READY-MIX CONCRETE ON AN AS NEEDED BASIS

Commodity Codes: 91430, 75070

Issuing Entity: Town of Front Royal Purchasing Department
102 E. Main Street
Front Royal, VA 22630

Work Sites: Town of Front Royal

DELIVER UNSEALED RESPONSES BY: April 9, 2026, at 2:00 p.m. EST

Issued by Michelle Campbell, VCA, VCO – Purchasing Manager

Any questions regarding this invitation for bid shall be addressed to Michelle Campbell, Town of Front Royal Assistant Purchasing Agent at mcampbell@frontroyalva.com. The issuing office shall determine whether any addendum should be issued as a result of any questions or other matters raised.

The awarding authority for this contract is the Town of Front Royal. It is understood and agreed that the contract generated from this Proposal shall be subject to annual appropriations by the Town of Front Royal Town Council. Should the Council fail to appropriate funds for the contract, the contract will be terminated when funds are exhausted. There shall be no penalty should the Council fail to make annual appropriations for the contract.

The Town of Front Royal reserves the right to accept or reject any and all proposals; to waive informalities; to negotiate with the lowest qualified Offeror in order to stay within available budget funding; and to award the project as deemed in its judgment to be in the best interest of the Town of Front Royal.

All Offerors shall abide by all applicable State and Federal laws.

The Town of Front Royal does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status, status as a military family, or any other basis prohibited by state law relating to discrimination in employment.

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1. PURPOSE

The Town of Front Royal (herein referred to as “Town”) is soliciting bids from qualified firms to provide and deliver on-call, as needed hydraulic cement concrete (ready-mix concrete) to various locations within the Town of Front Royal in accordance with the specifications contained herein during the contract period. The Town intends to award multiple contracts as a result of this solicitation. The Town will appoint the lowest responsive and responsible bidder as primary vendor to perform task order upon ability; and will use secondary lowest responsive and responsible bidder if primary is not able to provide service for task order within timeframe required by Town for task order.

2. SPECIFICATIONS

Ready Mix Concrete Specifications

1. All concrete shall be in compliance with Section 217 of the 2020 Road and Bridge Specifications or latest edition. A copy of these specifications can be obtained at the following address:
 - i. <http://www.virginiadot.org/business/const/spec-default.asp>
2. Concrete shall be free of any additives and accelerants.

Independent Contractor Specifications

The Independent Contractor Shall:

1. Deliver ready-mix concrete to various job sites and routes within the Town, therefore there shall be no second stop fees or any other fees.
2. Ensure their capacity to perform under this contract, regardless of other contractual responsibilities. The Contractor shall be capable of delivering materials ordered within the timeframe required herein.
3. Deliver concrete within 3 business days.
4. Provide a contact person as the Supervisory Representative who will have the authority to execute this contract work. The Contractor shall provide this name, as well as additional personnel names and phone numbers, who can be contacted 24 hours, seven (7) days a week.
5. Dispatched drivers shall have a minimum of 5 years’ experience delivering concrete for curb and gutter jobs.
6. If the Contractor fails to deliver the material at the mutually agreed upon time, they may be considered in default and held responsible for any resulting additional purchase and administrative costs in accordance with General Term and Conditions.
7. The bid price for materials shall be for each cubic yard and include all fees and incidentals, which include but are not limited to, environmental, fuel surcharge, direct and indirect overhead costs, delivery, disposal charges, and short load fee.
8. Normally delivery shall be performed during “daylight” hours, which shall be from 7:00AM through 7:00 PM, Monday through Friday. Starting times and schedules may vary and will be at the discretion of the Public Works Director or designee. The Contractor shall be paid the normal cubic yard bid rate for deliveries performed on weekends, holidays, nights, or for

any hours beyond the normal 40-hour week.

3. BIDDER'S INSTRUCTION WHEN SUBMITTING BIDS

1. BID SUBMISSION – INSTRUCTIONS:

To be considered, your bid must be submitted on a copy of the **BID FORM** or Electronically online via [eVA](#), signed by a representative authorized to bind the Bidder in the matter, dated, and must be received at the Town of Front Royal Purchasing Department, P. O. Box 1560, Front Royal, VA 22630, **prior to the date and time stated.**

Envelopes containing bids must be marked in the lower left-hand corner with the invitation number and bid title.

Changes to the requirements in this solicitation shall be made only by written addendum.

SUBMISSION

SUBMISSION BY MAIL TO:

Town of Front Royal
Purchasing Department
PO Box 1560
Front Royal, VA 22630

SUBMISSION BY DELIVERY TO:

Town of Front Royal
Purchasing Department
102 E Main Street
Front Royal, VA 22630

ELECTRONIC RESPONSE SUBMISSION OPTION:

Submitted via [eVA](#).

Offeror must be registered in eVA in order to submit an electronic proposal.

The following are instructions for submitting an electronic proposal:

1. Go to www.eva.virginia.gov;
2. Click on "I Sell To Virginia";
3. Click on "eVA Supplier Training"; and
4. Click on "Viewing and Responding to Solicitations Video".

To learn how to submit an online bid in eVA please refer to the online supplier training page at: <https://eva.virginia.gov/supplier-training-materials.html>

The link to the video "Viewing and Responding to Solicitations" can be found on the Supplier Training Materials page at: <https://www.youtube.com/watch?v=KSxcAkOekW0>

If an Offeror needs assistance submitting an electronic response, the Offeror must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov.

2. **RECEIPT OF BIDS / LATE BIDS:** It is the Bidder's responsibility to ensure that his/her bid is received prior to or at the specific time and place designated in the solicitation. Bids received after the date and time specified for receipt shall not be considered.
3. The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of bids received.

4. GENERAL TERMS AND CONDITIONS

1. **Reports:** The Independent Contractor shall complete, maintain, and submit to the Town all records and reports and lists of services rendered when such services are rendered.
2. **Services Rendered:** The Independent Contractor shall perform all services to be rendered pursuant to this Contract at the location specified above. The Independent Contractor agrees to maintain all facilities and equipment used by the Independent Contractor under this Contract in clean, sanitary, and safe condition and free from defects of every kind.
3. **Licenses and Permits:** The Independent Contractor agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity provided for in this Contract; that it will procure all additional licenses, permits, or like permission required by law during the term of this Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of this Contract.
4. **Independent Contractor:** The Independent Contractor understands and agrees that the relationship of the Independent Contractor to the Town arising out of this Contract shall be that of Independent Contractor. It is understood that the Independent Contractor, or its staff and employees, are not employees of the Town and are, therefore, not entitled to any benefits provided employees of the Town. The Independent Contractor shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.
5. **Non-Discrimination:** During the performance of this agreement the Independent Contractor agrees as follows:
 - a. The Independent Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, natural origin, age, disability, sexual orientation, gender identity, political affiliation, veteran status, status as a military family, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary for the normal operation of the Independent Contractor. The Independent Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The Independent Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Independent Contractor, will state that the Independent Contractor is an equal opportunity employer.

The Town of Front Royal does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status, status as a military family, or any other basis prohibited by state law relating to discrimination in employment.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The Independent Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each sub-contractor or vendor.
- 6. Compliance with Federal Immigration Law:** The Independent Contractor does not and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 7. Forced or Indentured Child Labor:** Applicable in all solicitations and contracts over \$10,000: During the performance of this contract the use of forced or indentured child labor is prohibited. Any Prime Contractor shall include such prohibition in every subcontract that exceeds \$10,000 and shall be binding upon each subcontractor or vendor. For the purposes of this section, “forced or indentured child labor” means all work or service exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.
- 8. Compliance with State Law:** The Independent Contractor shall comply with section 2.2-4311.2 of the Code of Virginia pertaining to foreign and domestic businesses authorized to transact business in the Commonwealth.
- 9. Drug-Free Workplace:** For the purpose of this section, “drug-free workplace” means a site for the performance of work done in connection with this contract awarded to the Independent Contractor in accordance with this procurement transaction. During the performance of this contract, the Independent Contractor agrees to:
- a. Provide a drug-free workplace for the Independent Contractor’s employees
 - b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Independent Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - c. State in all solicitations or advertisements for employees placed by or on behalf of the Independent Contractor that the Independent Contractor maintains a drug-free workplace.
 - d. Include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 10. Termination for Cause:** This Contract may be terminated by the Town upon fifteen (15) days written notice to the Independent Contractor to the address first named above in the event of substantial failure or default of the Independent Contractor to perform in accordance with the terms hereof through no fault of the Town’s.

11. Termination for Convenience: The obligation to provide further services under this Contract may be terminated by the Town for its convenience and not for cause upon fifteen (15) days written notice. The Independent Contractor shall be compensated for work performed through the date of termination and for termination expenses, including any expenses directly attributable to termination and for which the Independent Contractor is not otherwise compensated. Termination expenses shall not, however, include loss profits on services not performed as a result of such termination for convenience.

12. Notice: Any notice which is required to be given, or which may be given under this Contract, shall be sent to those mailing addresses noted in the first paragraph of this Contract.

13. Non-Assignability: Independent Contractor understands that this Contract is a contract with the professional services of the Independent Contractor and that it is made by the Town in reliance on the Independent Contractor's personal skills and knowledge in the activity to be conducted and as represented by the Independent Contractor. Accordingly, this Contract is non-assignable by the Independent Contractor without the express written advance permission of the Town.

14. Insurance: The Independent Contractor shall procure and maintain the general liability insurances shown below, with the Town names as Additional Insured, for protection from claims arising out of performance of services caused by negligent, reckless, or willful error, omission or act for which the Independent Contractor is legally liable. The Independent Contractor shall deliver to the Town, upon execution of this Agreement, certificates of such insurance. Insurance shall provide for coverage effective through the date of the end of the Project.

- Comprehensive General Liability Insurance, *naming the Town as Additional Insured*
- Automobile Liability, *naming the Town as Additional Insured*
- Worker's Compensation

15. Amount of Insurance Required:

- Comprehensive General Liability Insurance - \$1,000,000 Minimum per Incident
- Automobile Liability Insurance - \$1,000,000 bodily injury and \$1,000,000 property damage
- Worker's Compensation – As required by the Commonwealth of Virginia.

16. Indemnification: The Independent Contractor shall indemnify, keep and hold harmless the Town of Front Royal and its members of Council, officers, directors, employees and volunteers against any and all third party claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgements, costs and expenses (including reasonable attorney fees) which may otherwise accrue against the Town in consequence of the granting of a Contract which may otherwise result therefrom, to the extent it shall be determined that the claim was caused through negligence or error, or omission of the Independent Contractor or his or her employees, or that of the Subcontractor or his or her employees, if any; and the Independent Contractor shall, to the extent of its obligation above, pay all reasonable charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgement shall be rendered against the Town in any such action, the Service Provide shall, to the same extent, at its own expense, satisfy and discharge the same. The Independent Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Independent Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and

defend the Town as herein provided. The provisions of this section shall survive the completions, terminations, or expiration of the Contract.

- 17. Entire Contract:** This Contract constitutes the entire agreement between the parties pertaining to the subject matter of this Contract and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of this Contract shall be effective unless made in writing and signed by both parties.
- 18. Force Majeure:** The Independent Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Independent Contractor, and outside and beyond the scope of the Independent Contractor's then current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.
- 19. Antitrust:** By entering into this Contract, the Independent Contractor conveys, sells, assigns and transfers to the Town of Front Royal all rights, title, and interest in and to all causes of action the Independent Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the Town of Front Royal under this Contract
- 20. Standard of Care:** The Independent Contractor shall perform the services herein described expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Town of Front Royal existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided.
- 21. Enforcement:** This Contract shall in all aspects be governed by the laws of the Commonwealth of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of this Contract shall be filed in the courts of Warren County, Virginia. The Independent Contractor shall comply with all applicable federal, state, and local laws, rules and regulations.
- 22. Contract Extensions:** In the event that the original term and all renewals of the contract expire prior to the award for a new contract for similar goods and/or services, the Town of Front Royal may, with written consent of the Contractor, extend this contract for such a period as may be necessary to afford the Town of Front Royal, a continuous supply of the identified goods and/or services.
- 23. Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town may terminate this agreement after verbal or written notice without penalty. Upon termination the Town may procure the goods or services contracted for from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town may have.
- 24. Taxes:** Sales to the Town of Front Royal are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall

usually be free of Federal excise and transportation taxes. The Town's excise tax exemption registration number is 54-6001299.

- 25. Invoicing:** Invoices shall be submitted within ten (10) days of the completion of each project. Failure to submit invoices in a timely manner may result in the issuance of a Procurement Complaint Form. Invoices shall include the purchase order number, itemized quantities, unit price, and extended costs based on the contract pricing schedule and cost of supplied materials. No payment will be made for work in progress on the prescribed payment dates. The Contractor shall submit copies of all material tickets/receipts with the invoice for payment. Invoices shall be submitted as an attachment via email to:

invoices@frontroyalva.com

26. Payment:

a. The Town shall promptly pay the sum of (SUM) for the completed services or delivered goods described in Attachment A by the required date. The required payment date shall be either: (1) the date on which payment is due under the terms of the contract, or (2) if a date is not established by the contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within twenty (20) days after the receipt of an invoice for goods or services, the Town shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. If the Town fails to make payment by the required payment date, the Town shall pay any finance charges assessed by the supplier that shall not exceed one percent (1%) per month. Where payment is made by mail, the date of the postmark shall be deemed to be the date the payment is made.

b. Individual Contractors shall provide their Social Security numbers, and proprietorships, partnerships, and corporations shall provide the Town of Front Royal with a Federal Employer Identification number, prior to receiving any payment from the Town.

c. Invoices for items ordered, delivered, and accepted shall be submitted by the Independent Contractor directly to this payment address:

Town of Front Royal
Accounts Payable
P.O. Box 1560
Front Royal, VA 22630

You may also email invoices to: invoices@frontroyalva.com

All invoices shall show the applicable Purchase Order number.

d. The Independent Contractor shall monthly furnish an invoice to the Town for services rendered that month. All goods or services provided under this contract or Purchase Order, that are to be paid for with public funds, shall be billed by the Independent Contractor at the contract price, regardless of which Town department is being billed.

e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Independent Contractors should put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be

unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, The Town shall promptly notify the Independent Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. An Independent Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute. (Code of Virginia § 2.2-4363).

To Subcontractors:

- a. An Independent Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Independent Contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the Town and the subcontractor(s), in writing, of the Independent Contractor's intention to withhold payment and the reason.
- b. The Independent Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Independent Contractor that remain unpaid seven (7) days following receipt of payment from the Town, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. An Independent Contractor's obligation to pay an interest charge to a subcontractor cannot be construed to be an obligation of the Town of Front Royal.

5. SPECIAL TERMS AND CONDITIONS

1. **AUDIT:** The Contractor shall retain all books, documents, papers, accounting records, subcontracting records, and other evidence supporting any of the services performed, and the costs incurred, at all times during the contract period, and for five (5) years after payment of the final invoice or final audit, whichever is later. Such evidence shall be maintained at the Contractor's office and made available to the Department at reasonable times. Such evidence will be subject to audit and inspection at any time by the Department.
2. **AWARD:** The Town will make the award(s) to the lowest responsive and responsible bidder on a GRAND TOTAL basis. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The Town reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
3. **E-VERIFY PROGRAM:** Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency or political subdivision of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are

enrolled in E-Verify.

4. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete delivery of materials ready for the Town's use and shall include all applicable freight and installation charges; extra charges will not be allowed.
5. **FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Town may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Town under this Agreement.

Prior to the Town agreeing to a price increase pursuant to this Section, the contractor must provide to the Town, the following documentation, all of which must be satisfactory to the Town:

1. evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Town under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Town to verify that the tariff is the cause of the price change.
2. a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Town at a lower cost from a different source located outside of the country against which the tariff has been imposed.
3. a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.
4. as requested by the Town, written instructions authorizing the Town to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Town agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

1. During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Town and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Town, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.
2. Notwithstanding anything to the contrary in this Agreement, the Town shall have the right to terminate this Agreement for the Town's convenience upon 15 days' written notice to contractor.
3. In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Town's contract price shall be reduced by the same amount and adjusted accordingly.
4. Any material misrepresentation of fact by contractor relating in any way to the Town's payment of additional sums due to tariffs shall be fraud against the taxpayers of the Town

and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

6. **INSPECTION:** Upon delivery, an inspection will be conducted by the Public Works Director or Designee of the materials. Any deficiencies will be noted and brought to the attention of the Contractor. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the goods.
7. **MINORS ON WORK SITE:** No minors, under the age of eighteen, will be allowed on the Town work site(s) where this contract will be performed, except those employed by the Contractor as allowed by the Child Labor Laws of the United States government and the Child Labor Laws of the Commonwealth of Virginia.
8. **PROSECUTION OF WORK:** During the prosecution of work, the Public Works Director or Designee will have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or the general public; for failure to carry out orders; for such periods, as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work for any other condition or reason deemed to be in the public interest.
9. **RENEWAL OF CONTRACT:** This contract may be renewed by the Town for four (4) successive twelve (12) month periods, if agreed to by both parties, under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal.
 - a. If the Town elects to exercise the option to renew the contract for an additional twelve-month period, the contract price(s) for the additional twelve months shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of e Industry Code 1333-0101C of Table 9 of the Producer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 - b. If during any subsequent renewal periods, the Town elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Industry Code 1333-0101C of Table 9 of the Producer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available..
10. **SAFETY AND HEALTH STANDARDS:** It is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the Contractor and any Sub-Contractor shall not require any worker employed in performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety, as determined under construction safety and health standards promulgated by the US Secretary of Labor in accordance with Section 107 of the *Contract Work Hours and Safety Standards Act*. The Contractor shall comply with the Virginia Occupational Safety and Health Standards adopted under Section 40.1-22 of the *Code of Virginia* and the duties imposed under Section 40.1-51.1 of the *Code*. Any violation of the requirements or duties that is brought to the attention of the Contractor shall be immediately abated. Additionally, at a minimum, all Contractor personnel shall comply with the following, unless otherwise determined unsafe or inappropriate in accordance with OSHA regulations: Hardhats shall be worn while participating in or observing all types of field work

when outside of a building or outside of the cab of a vehicle, and exposed to, participating in or supervising construction. Respiratory protective equipment shall be worn whenever an individual is exposed to any item listed in the OSHA Standards as needing such protection unless it is shown the employee is protected by engineering controls. Adequate eye protection shall be worn in the proximity of the grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy. Class 3 safety garments shall be worn by all exposed to vehicular traffic and construction equipment. Standards and guidelines of the current *Virginia Work Area Protection Manual* shall be used when setting, reviewing and removing traffic controls. Flag persons shall be certified according to the Virginia Flagger Certification Program. No person shall be permitted to position themselves under any raised load or between hinge points of equipment without first taking steps to support the load by the placing of a safety bar or blocking. Explosives shall be purchased, transported, stored, used and disposed of by a Virginia Certified Blaster in possession of a current criminal history record check and a commercial driver's license with hazardous materials endorsement and a valid medical examiner's certificate. All federal, state and local regulations pertaining to explosives shall be strictly followed. All electrical tools shall be adequately grounded or double-insulated. Ground fault Circuit Interrupter (GFCI) protection must be installed in accordance with the *National Electrical Code* (NEC) and current Virginia Occupational Safety and Health Agency (VOSH) regulations. No person shall enter a confined space without training, permits and authorization. Fall protection is required whenever an employee is exposed to a fall six feet or greater.

11. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid a statement describing why the bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
12. **TERM OF CONTRACT:** The contract period will be from the date of award through one (1) year, with the opportunity for four (4) optional, consecutive one-year renewal terms.
13. **TERMINATION OF CONTRACT:** If the Contractor fails to provide quality goods or services in a professional manner and in accordance with applicable laws, regulations or bid provisions, solely as determined by the Town and, upon receipt of notice from the Town does not correct the deficiency within a reasonable period of time (not to exceed seven (7) calendar days unless otherwise agreed to by the Town), the Town reserves the right to terminate the contract by giving written notice to the Contractor. Upon termination the Town may procure the services from another contractor in accordance with the Default term within the General Terms and Conditions.
14. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Towns' satisfaction at the contractor's expense.



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: May 26, 2026 Item# 10C

Agenda Item: Water Tank Maintenance Service Program

Summary: Council is requested to award a contract to Southern Corrosion, Inc., of Roanoke Rapids, NC, to provide annual inspections, washouts, renovations, and repairs for the Towns four water tanks, in the amount of \$127,722.00.

The water tanks to be serviced are:

- 1,000,000 Gallon Route 522 Hydropillar Water Tank
- 3,000,000 Gallon Guard Hill Ground Storage Water Tank
- 3,000,000 Gallon Route 55 Ground Storage Water Tank
- 100,000 Gallon 4H Ground Storage Water Tank

The Town will be using cooperative contracting utilizing the Town of Wytheville, Va. 2025-04 RFP Professional Tank Maintenance Services Contract, as the method of procurement.

Budget/Funding: Funding is available under the following line item:
9601-43005 Water Plant – Maintenance Service Contracts \$127,722.00

Meetings: May 11, 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 award of contract to Southern Corrosion, Inc., of Roanoke Rapids, NC, to provide annual inspections, washouts, renovations, and repairs for the Towns four water tanks, in the amount of \$127,722.00.

Moved _____ Seconded _____

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

Memo



Town of Front Royal Public Works

TO: Michelle Campbell, Purchasing Manager
FROM: Matthew McDunn, Water Treatment Plant Manager
CC: Robert Boyer, Public Works Director; BJ Wilson, Asst. Town Manager/Director of Finance
DATE: 5/5/2026
RE: Award of tank maintenance contact – Southern Corrosion

The Water Treatment Plant recommends awarding a contract to Southern Corrosion to provide a maintenance program for the Town's water storage tanks throughout the water system. We feel that Southern Corrosion can meet the needs of the Town better than the past vendors. Southern Corrosion provides good quality service, and their customer service has been excellent so far, we feel this is the best option moving forward.

Funding is available in the Water Plant's budget, code 9601-43005, Maintenance Service Contracts.

Matthew McDunn, Manager of Water Treatment

Robert Boyer, Director of Public Works



Engineered Tank Care Proposal for the Town of Front Royal, Virginia

May 4, 2026





THE SOUTHERN CORROSION Story

Southern Corrosion, Inc. was founded in 1983 with a new vision for the care and maintenance of water tanks...a vision founded in the principles of engineering, superior workmanship, and outstanding customer service.

We create customized tank maintenance programs that provide better asset management, better cash flow, and better value for tank owners throughout the Mid-Atlantic and Southeast.

ENGINEERED TANK CARE™

Our programs are designed and approved by on-staff engineers. We focus on tank life and appearance, water quality, and a level of care and attention to detail that is unequalled in our industry. When a tank enters our Engineered Tank Care program, we are fully vested in the life and future of that tank. It's all about maximizing water tank life, keeping tanks looking their absolute best, and making tank management cost-effective, simple, and worry-free.

DEPENDABLE, EXPERT TANK CARE

From the initial inspection through the creation and implementation of each custom program, our customers have come to expect superior service and consistent results. We have our own, dedicated crews strategically located throughout our regions and sales representatives that live in the areas they service. We're proud to call our customers friends and neighbors.

You'll know exactly what your tank maintenance is going to cost, when maintenance will be performed, and why it is needed. We work with our customers to make sure that every aspect of their plans fit with their needs and budgets. No surprises. No hidden costs. We take pride in every tank in our program.

Our Engineered Tank Care services include:

- Painting, Restoration, and Repair
- Inspections and Washouts
- Engineered Tank Care™ Maintenance Plans
- Elite Inspections & Maintenance
- Cell Antenna Engineering Analysis





JIM SKILTON, *President*

Jim has been climbing water towers since he was 15 years old, working for his dad Harry Skilton's company in New Jersey. Essentially, Jim has been climbing water towers before he could drive! Jim joined Southern Corrosion in 1985 and became President in 1989. In 2006, Jim's Dad retired and sold Southern Corrosion to Jim and his former business partner's son Elbert Basolis. Jim believes in treating our customers like family. We are dedicated to communicating and coordinating with our customers in every interaction. Jim graduated from the University of Delaware with a BS in Business Administration and a MBA from Campbell University. Jim teaches Engineered Tank Care™ seminars and continuing education classes. When Jim is not working, you can find him traveling, shooting sporting clays, going to the horse races and enjoying Lake Life!



ELBERT BASOLIS, *Co-Owner*

Elbert Basolis is an expert in temporary water tank solutions and co-owner of Southern Corrosion. He is also CEO of Garrison Enterprises, a mechanical contracting company serving the water industry, an owner or active participant in at least six other complementary industrial businesses, and the Co-Chairman of the Board of Yardville National Bank, NA, which was recently purchased by PNC bank. Elbert splits his time between his home in New Jersey and his North Carolina based offices.



ED SOLTIS, *Operations Manager*

Since 1984, Ed has been working on water towers. Ed Soltis is a certified NACE Level 1 coatings inspector and a SSPC C3 Supervisor for Deleading Industrial Structures. He specializes in surface preparation, water tower painting and minor repairs. He has been Southern Corrosion's Manager of Operations since 2008.



RYAN LUCY, *Area Representative*

Ryan, a graduate of Hampden-Sydney College joined the Southern Corrosion family in 2016 as a coatings inspector. He brings more than a decade of experience in business development and customer service to the team, proudly serving clients in the Mid-Atlantic and Northern territories for the company. Ryan is an AMPP credentialed Level 2 Certified Coatings Inspector and a certified trainer in Engineered Tank Care™ water tank maintenance.



TOM DELBRIDGE, *Area Representative*

For over 40 years, Tom has worked in Public Utilities. He also has been the Superintendent of a Class 2 Water Treatment Plant in the State of Virginia for the past 32 years. Tom has a Virginia Class 1 Water Works License and a Backflow Prevention Device Worker License issued by DPOR. He has served on the Virginia Rural Water Association Board of Director since 1995. He is currently representing the State of Virginia as its National Director for National Rural Water Association and serves on the Executive committee for National Rural Water.



KENNY KEEL, *Engineer*

Kenny has over 32 years of experience in management, O&M, design, and improvement of water and wastewater systems. From 1999 to 2017 he was the Town Engineer/Utilities Director for the Town of Hillsborough, followed by 5 years as Utilities Director in Pender County, and he completed his government service with Harnett Regional Water in 2025. He also spent 7 years in private consulting, designing and managing a wide variety of water and wastewater projects. Kenny is a licensed Professional Engineer in NC, licensed building contractor, and holds multiple certifications in water and wastewater operations. He holds a Bachelor of Science in Civil Engineering from NC State University, was on the Board of Directors of the NC Rural Water Association for 10 years and is a Fellow of the Professional Engineers of NC.



DANIEL WILSON, *Engineer*

Daniel has over 25 years of experience in the water and wastewater industry. A Professional Engineer licensed in 13 states, he previously served as CEO and Executive Director of the NC Rural Water Association from 2007 to 2021. Prior to that he has worked in local government utilities and as a consultant. Daniel is a certified AMPP/NACE level 2 coating inspector and a Certified Association Executive and holds advanced level certifications in water and wastewater operations. He also holds a Bachelor of Science in Civil Engineering from UNC Charlotte and a Masters in Business Administration from East Carolina University. Along with his work with customers in eastern South Carolina, he also presents regularly at industry conferences and training events on a variety of technical, managerial and financial topics.



738 Thelma Road
Roanoke Rapids, NC 27870
P: 800-828-0876 | F: 252-535-3215
SCI@TANKCARE.NET
TANKCARE.NET



SOUTHERN CORROSION Testimonials

"As a small utility, we are constantly looking for ways to cut costs without compromising compliance or the services we offer our customers...Southern Corrosion demonstrated exceptional customer service, responded quickly, scheduled the repairs at a time convenient to us and delivered on their promise. We are excited about the opportunity to work with Southern Corrosion and hope the relationship lasts for years to come!"

PAMELA BAUGHAM, *General Manager*
Louisa County Water Authority in Louisa, VA

"We are incredibly pleased with the service we receive. Southern Corrosion keeps our water tanks in tip-top condition."

TRAVIS MARBURY
Magee's Creek Water Association in Tylertown, MS

"The customer service has been second to none, the quality of work received has been top notch, and they have always made sure that our needs have been met and our tanks maintained to their best shape... I look forward to continuing as a satisfied customer for many years to come."

JEREMY RANDALL, *General Manager*
Montmorenci-Couchton Water & Sewer District Inc. in Aiken, SC

"They know what they are doing, and you can't get a better value for your dollar."

STEVE HAMILTON
Wayne County Sanitary Districts in Goldsboro, NC

"Small municipalities, like ours, need help keeping our water storage tanks maintained, fully operational and compliant. Southern Corrosion has provided the Town of Ridgely, Maryland with excellent service and guidance that is helping to maximize the life of our water tank. We highly recommend Southern Corrosion for all of your water tank needs."

DAVID CRIST, *Director of Public Works*
Ridgely, MD



SOUTHERN CORROSION Testimonials

"Southern Corrosion has been maintaining our tanks for over ten years now. I have been very impressed by the crews performing our washouts and coating system. Those guys work very efficiently and go the extra mile from others I have worked with. They maintain a good-looking jobsite during the process of applying the interior or exterior coating system. They are always conducting themselves in a professional manner and communicate their progress to our designated contact person. Always great to work with. Recommend them highly."

ALAN JOHNSON, *Division Director of Water & Wastewater Treatment*
Danville, VA

"We signed with Southern Corrosion in 2018 and would not hesitate to recommend their company. They are readily available for any questions or concerns. Both the sales staff and labor employees are great to work with. With the company's suggested ten year maintenance schedule the town can feel confident that our tank meets the standards that our residents deserve."

CINDY MCFARLANE
Town of Vienna, MD

"We've been Southern Corrosion customers for many years. They do a wonderful job of maintaining our water tanks and respond instantly if there's an emergency."

MACON ROBERTSON
Warren County, NC

"I would recommend Southern Corrosion for anybody's water tank maintenance needs."

PATRICK MCBRAYER
Ecru, MS

"Southern Corrosion has been doing tank maintenance for the Benedictine School for years. Their professional commitment and quality of their workmanship are outstanding. Great Company."

CARLTON PIPPIN, *Facilities Manager, Maintenance*
Benedictin in Ridgely, MD

"The service provided by Southern Corrosion has been professional and valuable to the Authority... Southern Corrosion has made keeping our tanks safe, secure, and in compliance with regulations an easy process."

JOHN RYBA, *Operations Manager*
Township of Falls Authority in Fairless Hills, PA



SOUTHERN CORROSION Testimonials

"Iron and manganese continue to be a maintenance item for our community water system as it is for many systems in eastern North Carolina. Residents and visitors alike want water that tastes good, smells good, and looks good, but we both know what can happen if our tanks are not properly maintained like our treatment facilities and distribution systems...We appreciate the work you do and the services you provide. Your kind of work isn't for everyone...However, we are fans of yours and simply want to be sure it is acknowledged."

DAVID M. TAWES, *Director*
Chowan County Water Department in Edenton, NC

"I'm always very satisfied with their work."

WILL TEASTER
Brown's Creek Water Association in Union, SC

"We signed with Southern Corrosion in 2018 and would not hesitate to recommend their company. They are readily available for any questions or concerns. Both the sales staff and labor employees are great to work with. With the company's suggested ten year maintenance schedule the town can feel confident that our tank meets the standards that our residents deserve. We have developed a good rapport with Southern Corrosion, Inc. over the last five years."

EDUARDO GONZALES, *Assistant Director Public Works & Engineering*
Homestead, FL

"...Also to let you know, your work on our water tower has even impressed the town citizens on how neatly and professionally your work has been and all the local people I have had the opportunity to meet through my working paths have said nothing but great things and how well your team has done. They love your work – after all, it is "their" water tower!"

STEVE CALLAHAN, *Superintendent, Water and Wastewater Treatment*
Towne of Trappe, MD



ENGINEERED TANK CARE Service

Southern Corrosion Inc.'s Engineered Tank Care Service offers comprehensive coverage for your tank maintenance needs. The purpose of the service is to extend the life of your tank(s) and their existing coatings for as long as possible. The service includes corrosion protection, repairs, painting, regularly scheduled inspections, and a guaranteed emergency response time. The service does not include tasks associated with the operation of the water system, installation or repair of underground piping, any structures that are not part of the tank, any electrical work, telemetry, cutting the grass around the tank(s), or fence maintenance. The service does not include additional modifications to the tank beyond the tank's existing configuration unless included in the specifications of our proposal. The service can include maintenance on the cathodic protection system if the tank(s) is/are equipped with cathodic protection, and you request this to be included in the service.

As a part of the service, we provide a detailed schedule of exactly what services will be performed in each year. Also included is an emergency response service that will guarantee a response time to emergency situations that threaten the immediate use of the tank.

The maintenance service term is based on a mutually agreeable time duration (ie. perpetual). Annual premiums can be structured monthly, quarterly, or annually. Pick terms that best suit your needs. Also, the service can be canceled up to 60 days prior to the renewal date for the next year's service.

THE SERVICE PREMIUM QUOTE COVERS:

1. Emergency Service
2. Regularly scheduled interior washouts when applicable.
3. All interior & exterior cleaning, painting, and repairs.
4. Maintenance and upkeep of the tank.
5. Planning & budgeting for both short-term & long-term maintenance needs.



"We have been in a maintenance program with SCI since 2013 and are very pleased with their workmanship and productivity...I value the corporate stability and family values exhibited by Southern Corrosion and highly recommend their services."

• Mark Estes •
EXECUTIVE DIRECTOR • HALIFAX COUNTY SERVICE AUTHORITY
SOUTH BOSTON, VA



INSURANCE

The sample insurance certificate enclosed provides you with an example of the insurance coverage we will provide the Customer. We intend to renew our policies at the same coverage levels indicated on the sample certificate. For your further protection, we will supply you with a pollution liability insurance policy that protects you from lead contamination claims. For more than 10 years, general liability insurance policies have specifically excluded coverage for contamination claims. To insure for the liability of improper job site handling of hazardous wastes, you need this insurance. This insurance is provided at no extra cost. Our prices do not include the cost of supplying performance and payment bonds. If this is required, our bonding company is the Great American Insurance Company, of Cincinnati, Ohio. For Southern Corrosion, Inc. to provide these bonds, please add 3% to all service premiums quoted. If provided, the bonds will be renewed annually, after the cancellation period for the next year's service has expired.

VISUAL & WASHOUT INSPECTIONS

Tank(s) will be visually inspected annually. The annual visual inspections have three basic purposes. First, functional items such as the safety of ladders, the continued operation of float gauges, and the absence or damage of structural items such as sway rods, struts, etc. can continually be monitored.

Second, the coating system can be visually evaluated for the presence or absence of coating breakdown or surface holidays. This provides evidence of the rate of deterioration of the coating system, an important item in determining recoating cycles for the tank, as well as arresting any steel corrosion before it reduces the effective structural steel thickness.

Third, access can be controlled, especially unauthorized access. Graffiti, vandalism, and the presence or absence of locked hatches and ladder gates confirm the security level of the tank site.

Additionally, as scheduled, a washout inspection will be performed. A washout inspection includes draining the tank, removing all sediment and debris, and a complete visual inspection of both the interior and exterior. All findings will be documented in a bound inspection report, annotated with photographs for detailing conditions.

Any corrective maintenance needed will be added to the maintenance schedule.

CORROSION PROTECTION & PAINTING

Our maintenance service schedule will detail exactly what maintenance painting will be performed during regularly scheduled intervals.

"Southern Corrosion has supported our elevated water tower and ground water storage tank needs since 2016. They have provided tank interior / exterior refinishing and annual inspections and maintenance. We are pleased with the level of service they provide, and appreciate their honest evaluations and recommendations."

• Darren Keller •

MANAGER, FACILITIES • CURTISS-WRIGHT • CHESWICK, PA

REPAIRS

Our maintenance service schedule will detail exactly what repairs will be performed during regularly scheduled intervals.

EMERGENCY RESPONSE

Emergencies that threaten the immediate use of the tank will be responded to within the response time specified. The response referred to is for the purpose of our assessment of the emergency situation. If possible, repairs will be completed during the initial response. These emergency repairs are included in the maintenance service.

AESTHETICS

Feel free to consult with us concerning alternative exterior finish coat color schemes and logos. These items can be included in the original agreement or can be added to the service.

SAFETY

If needed, the service can include alterations necessary to bring the tank into compliance with current OSHA regulations or AWWA standards.

GRAFFITI

The service includes the coating over or removal of graffiti one time each year, if required. Removing or overcoating graffiti is not normally considered an emergency response; it is a scheduled event. If graffiti appears, we will review the security of the tank site involved, and additional measures may need to be addressed by the Owner, if it is desired to continue this protection.



FUTURE ANTENNA INSTALLATION

Many tank owners choose to defer water tank maintenance costs by leasing their tanks to cellular phone providers or other communication companies. Such additions can increase future tank maintenance costs if not designed properly. Under this contract, we will review the installation plans for any antenna installations to eliminate damage and future maintenance costs to your tank(s) and provide a post installation inspection to ensure that installation conforms to the approved installation plans.

EXISTING CONDITIONS

This service proposal is based upon the actual structural conditions found on your tanks at the time of the proposal. Any additions or changes by the Owner (i.e. Antenna installation, sign lighting, etc.) may affect the maintenance costs included in this service. We reserve the right to re-evaluate or modify this contract if such a change takes place. (Also see "Future antenna installation")

ELECTRICAL & ANTENNA TRANSMISSION HAZARDS

Our proposal is based upon the Owner deactivating, or otherwise making safe, any electrical wires or connections to any tank. OSHA requires that our personnel work at least 15 feet from any "live" electrical hazards. When applicable, we will protect any antennas and have assumed that the Town will verify that harmful microwave transmissions do not emanate from any such antennas during our work.

ACCESS TO RECORDS

Our customer records are maintained in a cloud based data system that is accessible from a desktop computer, notepad, or smartphone. The records maintained include a copy of the contract, recent inspection reports, and schedule of work. The system we use is also used by Volvo, Deloitte, the National Football League (NFL), Sony, Time Warner Cable, Sotheby's and others.

"I would like to send out a big thank you to Southern Corrosion of Roanoke Rapids, North Carolina...They did an outstanding job and I was really impressed with how fast the issue was addressed."

• Frank Davis •
ADMINISTRATOR • CAMPBELL COUNTY, VA UTILITIES



Date: May 4, 2026
Customer: Town of Front Royal, VA
Tanks: 1,000,000 Gallon Route 522 Hydropillar Water Tank
3,000,000 Gallon Guard Hill Ground Storage Water Tank
3,000,000 Gallon Route 55 Ground Storage Water Tank
100,000 Gallon 4H Ground Storage Water Tank

YEAR 1 - 2026

▶ 1,000,000 Gallon Route 522 Hydropillar Water Tank

Visual inspection and repairs uncovered through inspection.

1. Exterior Roof Painting:

- a. Pressure wash all exterior roof surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
- c. Apply one spot prime coat of an epoxy-mastic primer to all exterior bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.

2. Wash-out Interior Wet and Touch-Up:

- a. Owner to have the tank drained.
- b. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- c. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
- d. Apply one spot coat of a 100% solids epoxy to all cleaned areas.
- e. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

3. Interior Dry Touch-Up of Tank Bowl and Access Tube:

- a. Pressure wash all surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
- c. Apply one full prime coat of an epoxy-mastic primer to all interior dry tank bowl and access tube surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full topcoat of an epoxy-mastic primer to all interior dry tank bowl and access tube surfaces at 2.5 to 3.5 mils dry film thickness.

4. Repairs:

- a. Remove the rigid rail fall prevention system from all interior dry and interior wet ladders.
- b. Install new cable style fall prevention systems to all ladders.

▶ 3,000,000 Gallon Guard Hill Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.



1. Repairs:

- a. Caulk any hole covers on the exterior of the roof that have exposed openings.

▶ 3,000,000 Gallon Route 55 Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

1. Repairs:

- a. Replace the existing roof vent assembly with a new aluminum frost-free style vent assembly.
- b. Apply caulk to the gap between the tank base and foundation to seal any voids.

▶ 100,000 Gallon 4H Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

1. Repairs:

- a. Replace the existing roof vent assembly with a new aluminum frost-free style vent assembly.

YEAR 2 - 2027

▶ 1,000,000 Gallon Route 522 Hydropillar Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 3,000,000 Gallon Guard Hill Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 3,000,000 Gallon Route 55 Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 100,000 Gallon 4H Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

YEAR 3 - 2028

▶ 1,000,000 Gallon Route 522 Hydropillar Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 3,000,000 Gallon Guard Hill Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 3,000,000 Gallon Route 55 Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Owner to have the tank drained.
- b. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- c. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

▶ 100,000 Gallon 4H Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

YEAR 4 - 2029

▶ 1,000,000 Gallon Route 522 Hydropillar Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 3,000,000 Gallon Guard Hill Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.



1. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
- c. Apply one spot prime coat of an epoxy-mastic primer to all exterior bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.

▶ 3,000,000 Gallon Route 55 Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 100,000 Gallon 4H Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

YEAR 5 - 2030

▶ 1,000,000 Gallon Route 522 Hydropillar Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 3,000,000 Gallon Guard Hill Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Owner to have the tank drained.
- b. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- c. Install a cable style fall prevention system to the interior shell wall ladder.
- d. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

▶ 3,000,000 Gallon Route 55 Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

▶ 100,000 Gallon 4H Ground Storage Water Tank

Visual inspection and repairs uncovered through inspection.

1. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
- c. Apply one spot prime coat of an epoxy-mastic primer to all exterior bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.

2. Wash-out Interior:

- a. Owner to have the tank drained.
- b. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- c. Install a cable style fall prevention system to the interior shell wall ladder.
- d. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.



YEAR 6 - 2031

- ▶ **1,000,000 Gallon Route 522 Hydropillar Water Tank**
Visual inspection and repairs uncovered through inspection.
 - 1. Wash-out Interior:
 - a. Owner to have the tank drained.
 - b. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
 - c. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.
- ▶ **3,000,000 Gallon Guard Hill Ground Storage Water Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **3,000,000 Gallon Route 55 Ground Storage Water Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **100,000 Gallon 4H Ground Storage Water Tank**
Visual inspection and repairs uncovered through inspection.

YEAR 7 - 2032

- ▶ **1,000,000 Gallon Route 522 Hydropillar Water Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **3,000,000 Gallon Guard Hill Ground Storage Water Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **3,000,000 Gallon Route 55 Ground Storage Water Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **100,000 Gallon 4H Ground Storage Water Tank**
Visual inspection and repairs uncovered through inspection.

YEAR 8 - 2033

- ▶ **1,000,000 Gallon Route 522 Hydropillar Water Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **3,000,000 Gallon Guard Hill Ground Storage Water Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **3,000,000 Gallon Route 55 Ground Storage Water Tank**
Visual inspection and repairs uncovered through inspection.
 - 1. Repaint Interior:
 - a. Abrasive blast all rusted interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade. Abrasive blast all remaining interior surfaces in accordance with SSPC surface preparation method #7, brush blast.
 - b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
 - c. Apply a "stripe coat" of epoxy to all weld seams and ladders, applied using paint brushes and rollers.
 - d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.



- e. Caulk unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
- f. Sterilize interior using AWWA Disinfection Method #2, spray method.
- g. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
- h. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

► **100,000 Gallon 4H Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

YEAR 9 - 2034

► **1,000,000 Gallon Route 522 Hydropillar Water Tank**

Visual inspection and repairs uncovered through inspection.

► **3,000,000 Gallon Guard Hill Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

► **3,000,000 Gallon Route 55 Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

► **100,000 Gallon 4H Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

YEAR 10 - 2035

► **1,000,000 Gallon Route 522 Hydropillar Water Tank**

Visual inspection and repairs uncovered through inspection.

► **3,000,000 Gallon Guard Hill Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

1. Repaint Interior:

- a. Abrasive blast all rusted interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade. Abrasive blast all remaining interior surfaces in accordance with SSPC surface preparation method #7, brush blast.
- b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- c. Apply a "stripe coat" of epoxy to all weld seams and ladders, applied using paint brushes and rollers.
- d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- e. Caulk unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
- f. Sterilize interior using AWWA Disinfection Method #2, spray method.
- g. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
- h. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

► **3,000,000 Gallon Route 55 Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

1. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.



- c. Apply one spot prime coat of an epoxy-mastic primer to all exterior bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.

► **100,000 Gallon 4H Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

1. Repaint Interior:

- a. Abrasive blast all rusted interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade. Abrasive blast all remaining interior surfaces in accordance with SSPC surface preparation method #7, brush blast.
- b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- c. Apply a "stripe coat" of epoxy to all weld seams and ladders, applied using paint brushes and rollers.
- d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- e. Caulk unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
- f. Sterilize interior using AWWA Disinfection Method #2, spray method.
- g. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
- h. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

YEAR 11 - 2036

► **1,000,000 Gallon Route 522 Hydropillar Water Tank**

Visual inspection and repairs uncovered through inspection.

1. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
- c. Apply one spot prime coat of an epoxy-mastic primer to all exterior bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.

2. Repaint Interior Wet:

- a. Abrasive blast all rusted interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade. Abrasive blast all remaining interior surfaces in accordance with SSPC surface preparation method #7, brush blast.
- b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- c. Apply a "stripe coat" of epoxy to all weld seams and ladders, applied using paint brushes and rollers.
- d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- e. Caulk unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
- f. Sterilize interior using AWWA Disinfection Method #2, spray method.
- g. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.



h. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

3. Repaint Interior Dry:

- a. Remove the jacketing and insulation from the fill pipe so it can be blasted and painted.
- b. Abrasive blast all rusted interior surfaces to bare metal in accordance with SSPC surface preparation method #6, commercial grade. Abrasive blast all remaining interior surfaces in accordance with SSPC surface preparation method #7, brush blast.
- c. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- e. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
- f. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

▶ **3,000,000 Gallon Guard Hill Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

▶ **3,000,000 Gallon Route 55 Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

▶ **100,000 Gallon 4H Ground Storage Water Tank**

Visual inspection and repairs uncovered through inspection.

SCHEDULE CONTINUATION

The tank will be visually inspected every year. The tank interior will be washed-out at 5-year intervals until 15 years has elapsed from the last time the interior was recoated. The tank interior will be recoated at 15-year intervals and the tank exteriors will be recoated at 10-year intervals.

AFTER YEAR 11:

▶ **1,000,000 Gallon Route 522 Hydropillar Water Tank**

The next wash-out is scheduled for Year 16 of the Service (Year 2041), the next repainting of the tank exterior is scheduled for Year 21 of the Service (Year 2046), and the next repainting of the tank interior is scheduled for Year 26 of the Service (2051).

▶ **3,000,000 Gallon Guard Hill Ground Storage Water Tank**

The next wash-out is scheduled for Year 15 of the Service (Year 2040), the next repainting of the tank exterior is scheduled for Year 14 of the Service (Year 2039), and the next repainting of the tank interior is scheduled for Year 25 of the Service (2050).

▶ **3,000,000 Gallon Route 55 Ground Storage Water Tank**

The next wash-out is scheduled for Year 13 of the Service (Year 2038), the next repainting of the tank exterior is scheduled for Year 20 of the Service (Year 2045), and the next repainting of the tank interior is scheduled for Year 23 of the Service (2048).

▶ **100,000 Gallon 4H Ground Storage Water Tank**

The next wash-out is scheduled for Year 15 of the Service (Year 2040), the next repainting of the tank exterior is scheduled for Year 15 of the Service (Year 2040), and the next repainting of the tank interior is scheduled for Year 25 of the Service (2050).



At no time does the service include the complete abrasive blasting of the tank exteriors nor the pressure washing of any tank exteriors as a stand-alone maintenance item apart from being a surface preparation method for painting.

Exterior painting and logos are priced based on using the same color paint and logo designs. Unless specified in the scope of work any exterior color or logo change request may result in a premium increase and/or an additional one-time charge.

PRICING & TERMS

Necessary repair of any coatings or appurtenances noted during our inspections will be added to our service schedule at no additional cost. These necessary repairs include paint failed areas and areas of corrosion. If the coating is continuing to protect the steel from corrosion, paint repair is not necessary. The definition of paint failure does not include loss of gloss, color fading, mildew, discoloration, or any other defects that are aesthetic

Emergency service will apply during the entire period. We will guarantee a 24-hour response time. Corrective maintenance noted during our inspections will be added to our schedule at no added expense. Our annual premium for the first year of the service is **\$127,722.00**. All subsequent year premiums will be the total of the immediate prior year's premium amount plus the % change in the CPI (Consumer Price Index) for that previous year (ie. Year 2 premium equals Year 1 premium plus the % change in the CPI for Year 1).

THIS PRICE IS FIRM FOR 30 DAYS.

Each year represents a 12-month period beginning with the effective date of the contract, rather than the actual calendar year. The Owner will be given the opportunity to schedule the yearly work at any time during the 12-month period that represents the contract term. The annual premium is due within 30 days of the contract date. Payment can be made monthly, quarterly, semi-annually, or annually.



ENGINEERED TANK CARE Agreement

This Agreement made and entered into as of the Effective Date: _____, by and between SOUTHERN CORROSION, INC., a North Carolina corporation, having its principle office at 524 NC Hwy 125, Roanoke Rapids, North Carolina, (hereinafter referred to as "Southern Corrosion") and the **Town of Front Royal, VA** (hereinafter referred to as the "Owner"):

WITNESSETH

The Owner desires that Southern Corrosion perform certain maintenance service on the water tanks known as the 1,000,000 Gallon Route 522 Hydropillar Water Tank, the 3,000,000 Gallon Guard Hill Ground Storage Water Tank, the 3,000,000 Gallon Route 55 Ground Storage Water Tank, and the 100,000 Gallon 4H Ground Storage Water Tank, as described in the proposal which is attached hereto and by reference made a part here of (the "Maintenance Services"); and Southern Corrosion desires to perform such Maintenance Services described in said proposal selected by the Owner upon the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual promises and covenants set forth herein the parties hereto agree as follow:

1. DEFINITIONS. For the purposes of this Agreement, the following definitions apply:

a. "Effective date" shall mean the date on which this Agreement, executed by the Owner, is accepted by Southern Corrosion by the execution thereof by its appropriate corporate officers at its principal office.

2. TERMS OF MANAGEMENT AGREEMENT. The initial term of this Agreement shall be for a period of twelve (12) months commencing on the Effective Date, unless otherwise terminated or canceled as provided in Paragraph 7. The initial term shall be automatically extended successive additional periods of twelve (12) months each unless the Owner notifies Southern Corrosion in writing sixty (60) days prior to the expiration of the then existing term that it does not extend this Agreement. In accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act, this contract is entered into utilizing the Professional Tank Maintenance Services RFP-2025-04, Town of Wytheville, VA.

3. PERFORMANCE OF MAINTENANCE SERVICES. Southern Corrosion shall perform the Maintenance Services selected by the Owner and described in proposal attached hereto and by reference made a part hereof.

4. CHARGES. The Owner shall pay Southern Corrosion charges for Maintenance Services selected by Owner as set forth on the proposal attached hereto and by reference made a part hereof. All charges shall be due and



payable upon receipt of Southern Corrosion's invoice therefor.

5. REPRESENTATIONS BY THE OWNER. The Owner hereby makes the following representations and warranties:

a. The Owner has full power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of the Owner legally binding upon the Owner and enforceable against the Owner in accordance with its terms.

6. REPRESENTATIONS BY SOUTHERN CORROSION. Southern Corrosion represents and warrants to Owner all of which represents and warranties that:

a. That Southern Corrosion is fully authorized to enter into this Management Agreement. Southern Corrosion has full corporate power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of Southern Corrosion legally binding upon Southern Corrosion and enforceable against Southern Corrosion in accordance with its terms.

7. TERMINATION/CANCELLATION. This Agreement may be terminated/canceled by Southern Corrosion if Owner is in default of any provision hereof and such default has not been cured within twenty (20) days after notice of default is given to Owner or Owner becomes insolvent or seeks protection voluntarily or involuntarily under any Bankruptcy Law.

a. In the event of any termination/cancellation of this Agreement, Southern Corrosion may (1) declare all amounts owed to Southern Corrosion to be immediately due and payable, (2) cease performance of all Maintenance Service hereunder without liability to Owner.

b. In the event of default hereunder, Owner agrees to pay interest at the highest legal rate on all sums due under the Agreement and all costs of collection including a reasonable attorney's fee of fifteen percent (15%) of said amount due Southern Corrosion.

c. The foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies available in law or in equity to Southern Corrosion.

8. LIMITATION OF LIABILITY. In no event shall Southern Corrosion be liable to Owner for indirect, special or consequential damages or lost profits arising out of or related to this Management Agreement of the performance or breach thereof even if Southern Corrosion has been advised of the possibility thereof. Southern Corrosion's liability to Owner hereunder if any, shall in no event exceed the total of the amounts Owner has paid Southern Corrosion hereunder.

9. EXCUSABLE DELAY. Southern Corrosion shall not be liable for any delays or failure in performance of Maintenance Services hereunder if such delays or failures are due to strikes, inclement weather, acts of God or other causes beyond Southern Corrosion's reasonable control.

10. REGULATIONS. Performance of the Maintenance Services is predicated on work practices, methods, and



procedures legal as of the effective date. Subsequently enacted regulations that effect or alter Southern Corrosion's work practices, methods, and procedures, to perform, or add additional burdens to performance, will be grounds for renegotiating the amount of payment originally agreed upon.

11. GENERAL.

a. Notices. Notice of the breach of any covenant, warranty or other provision of the Agreement and all communications and notices provided for in this Agreement shall be deemed given when in writing, addressed to the parties at the addresses set forth below, and deposited, certified mail, postage prepaid in the United States mail:

Owner:

Town of Front Royal
102 E Main Street
Front Royal, VA 22630

Southern Corrosion Inc.
 524 NC Hwy 125
 Roanoke Rapids, NC 27870

b. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent by either party shall not be unreasonably withheld.

c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of **Virginia**.

d. Entire Agreement. This Agreement is an integrated document and contains the entire agreement between the parties. No modifications, extensions, or waiver of this Agreement or any of the provisions hereof, nor any representation, promise or condition relating to the Agreement shall be binding upon the parties hereto unless made in writing and signed by the parties hereto.

e. Binding effects. The provisions of this Agreement shall bind and insure to the benefit of Southern Corrosion and the Owner, and their successors, legal representatives and assigns.

IN WITNESS WHEREOF the parties have hereto executed this Agreement in the manner provided by Law, this the day and year first above written.

ATTEST:

SOUTHERN CORROSION, INC.

 Asst. Secretary

BY: _____
 President

(Corporate Seal)

ATTEST:

TOWN OF FRONT ROYAL

BY: _____



SOUTCOR-02

JCOLLINSJHA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Oakbridge Insurance Agency 950 Country Club Road Rocky Mount, NC 27804	CONTACT NAME: Brittany Taylor	
	PHONE (A/C, No, Ext): E-MAIL ADDRESS: btaylor@oakbridgeinsurance.com	
	FAX (A/C, No): (252) 451-9400	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Evanston Insurance Company	35378
INSURED Southern Corrosion, Inc. 524 NC 125 Roanoke Rapids, NC 27870	INSURER B : Selective Insurance Company Of America	12572
	INSURER C : American Interstate Insurance Company Of Texas	12228
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			GSEV000021-00	3/3/2026	3/3/2027	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			S2677950	3/3/2026	3/3/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			GSXS000003-00	3/3/2026	3/3/2027	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	AVWCNC3461772026	3/3/2026	3/3/2027	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability			GSEV000021-00	3/3/2026	3/3/2027	Aggregate 2,000,000
A	Professional Liab			GSEV000021-00	3/3/2026	3/3/2027	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jessica Collins



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: May 26, 2026 Item# 10D

Agenda Item: Purchase of Replacement Bucket Truck for the Department of Energy

Summary: Council is requested to approve the purchase of a 2026 Altec AT41M (41' Articulating Telescopic Aerial Device with Material Handling) bucket truck for the Department of Energy Services. This vehicle will replace Unit #364, a 2017 Ford F550 Verralift VST40.

The procurement will be made through cooperative contracting using a Sourcewell contract with Altec Industries, Inc. Contract #0421-ALT. Staff obtained a quote from Altec Industries, Inc., Richmond, Virginia, in the amount of \$204,912.00.

Funding is available within the Electric – Motor Vehicles FY26 operating budget, which includes \$138,044.86 for this vehicle replacement and \$66,867.14 encumbered on PO 30441.

Budget/Funding:	9401-47005	Electric – Motor Vehicles	\$138,044.86
	9401-R47005	Electric – Motor Vehicles (PO 30441)	\$ 66,867.14

Meetings: May 11, 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 purchase of one (1) 2026 Altec AT41M, a 41-foot articulating telescopic aerial device with material handling bucket truck, for the Department of Energy Services, to replace Unit #364, a 2017 Ford F550 Verralift VST40, in the amount of \$204,912.00.

Moved _____ *Seconded* _____

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

Town of Front Royal
Department of Energy Services
P.O. Box 1560
Front Royal, Virginia 22630-1560
(540) 635-3027 Fax: (540) 631-3620
"Powering the community since 1894"



Memo

To: The Purchasing Department
From: Carey Saffelle, Director of Energy Services
Date: May 5th, 2026
Re: Replacement of Bucket Truck 364

The Director of Auto Maintenance has obtained pricing from Altec through the Sourcewell Contract for the replacement of Bucket Truck #364, with the attached quote reflecting a Bucket Truck with an F600 4x4 Chassis at a total cost of \$204,912.00.

The Department of Energy Services has all funds allocated for this purchase.

Thank you,

Carey Saffelle
Director
Department of Energy Services
Town of Front Royal

May 5th, 2026

Ship To:TOWN OF FRONT ROYAL
800 CROSBY RD
FRONT ROYAL, VA 22630-3496
US**Bill To:**TOWN OF FRONT ROYAL
PO BOX 1560
FRONT ROYAL, VA 22630-0033
United StatesAttn: CAREY SAFFELLE
Phone: 540-6353027
Email: csaffelle@frontroyalva.com**Altec Quotation Number:** 1853041 - 1
Account Manager: Luke A Mansfield
Technical Sales Rep: Abbott Tobin Gaddy

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	Altec Model AT41M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC's standard specifications and to include the following features: A. Ground to Bottom of Platform Height: 40.8 feet at 7.3 feet from centerline of rotation (12.45 m at 2.21 m) B. Working Height: 45.8 feet (13.96 m) C. Maximum reach to edge of platform with Upper Boom Non- overcenter: 30.1 feet (at 17.3 feet platform height) D. Upper boom extension: 110 inches E. Continuous rotation F. Articulating Arm: Articulation is from -3 to 82 degrees. Insulator provides 19 inches of isolation. G. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation. H. Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 10.9 inches of isolation in the upper boom (when retracted and 42.3 inches when extended). I. Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance. J. The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation. Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls. Control Console: Non-tested non-metallic control console plate. Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	dielectrically tested, but they may provide some protection against electrical hazards.		
K.	Hydraulic system: Open center (full pressure), maximum flow 6 GPM, maximum operating pressure 3,000.		
L.	Dielectric rating: Category C, 46 kV and below		
M.	Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.		
N.	Manuals: Two (2) Operator's and Maintenance/Parts Manuals. One(1) in printed format and one(1) in electronic format available at connect.altec.com containing instructional markings indicating hazards inherent in the operation of an aerial device.		
O.	Unit meets or exceeds ANSI 92.2 standards.		
2.	Pedestal	1	
3.	Single 1-Man Platform, Fiberglass, 24" x 30" x 42", End Mount, 180 Degree Rotation	1	
4.	Platform Mounted Single Handle Controls	1	
5.	Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib)	1	
6.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1	
7.	Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm)	1	
8.	Platform Liner, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV Rating	1	
9.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.	1	
10.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1	
11.	Jib Stick, 36" L, non-extension, non certified, grey in color	1	
12.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
13.	Outriggers, Primary, Modified A-Frame With Integrated Subbase, 30"-34" Chassis Height, Electric Interlock, No Valves On Legs, 114" Spread, Fixed Shoe (AT37/41 M/ME/P/PE/S/SE)	1	
14.	Winch load line swivel hook	1	
15.	Altec Unit Powder Painted White	1	

Unit & Hydraulic Acc.

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UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
16.	Scuff Pad, 24" x 30", No Step (For use with Platform Liner)	1	
17.	Electric Outrigger Controls for one (1) set of outriggers, drive hydraulic outrigger control valves. Durable weather proof sealed electronic switches mounted in aluminum boxes located at the rear of the unit unless otherwise specified.	1	
18.	Hydraulic Reservoir, 15 Gallon, Rectangular, 22" L x 8.5" W x 24" H, and includes breather caps and dipsticks	1	
19.	Temperature Sight Gauge	1	
20.	Hydraulic Oil HVI-22 with Dye (Standard)	25	
21.	Standard Pump For PTO	1	
22.	Electric Shifted PTO	1	
23.	Standard PTO/Transmission Functionality for Small Ford and Dodge Chassis	1	

Body

24.	Altec LGSS-132-84 (81) low-side general service body with step:	1	
A.	Steel body		
B.	Steel structural channel crossmembers and smooth floor with ladder-style understructure		
C.	132 in body length		
D.	94 in body width		
E.	40 in body compartment height		
F.	20 in body compartment depth		
G.	24 in from body floor to compartment tops		
H.	Finish paint entire body Altec white		
I.	Undercoat applied under the body		
J.	5.5 in drop-in wooden cargo retaining board at rear of body		
K.	5.5 in drop-in wooden retaining board at top of side access step		
L.	Stainless steel rotary paddle latches with locks		
M.	Gas props on all vertical doors		
N.	Chains on all horizontal doors		
O.	Standard master body locking system		
P.	Hotstick shelf extending full length of body on streetside		
Q.	Two (2) hotstick brackets Installed on streetside		
R.	Standard drop-down hotstick door for one (1) shelf on streetside, stainless steel slam paddle latch with keyed lock		
S.	One chock holder on each side of body with retaining lip In fender panel		
T.	Adhesive strip lighting (LED) around top and sides of compartment door facings		
U.	1st vertical (SS) - 34 in w - One (1) outrigger housing and two (2) adjustable shelves with removable dividers on 4 in centers		
V.	2nd vertical (SS) - 24 in w - Two (2) adjustable shelves with removable dividers on 4 in centers		
W.	1st horizontal (SS) - 50 in w - One (1) fixed shelf with removable dividers on 4 in centers on bottom of compartment		
X.	Rear vertical (SS) - 24 in w - Six (6) locking swivel hooks on an adjustable rail (1-4-1)		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
Y.	1st vertical (CS) - 34 in w - One (1) outrigger housing and two (2) adjustable shelves with removable dividers on 4 in centers		
Z.	2nd vertical (CS) - 24 in w - Gripstrut access steps with two (2) sloped grab handles, vented battery storage		
AA.	1st horizontal (CS) - 50 in w - One (1) adjustable shelf with removable dividers on 4 in centers and one (1) fixed shelf with removable dividers on 4 in centers on bottom of compartment		
AB.	Rear vertical (CS) - 24 in w - Six (6) locking swivel hooks on an adjustable rail (1-4-1)		
AC.	Body floor cut-out for AT41M/ME/P/PE aerial device near front of body		
AD.	Steel tailshelf, 29 in l x 94 in w, with rear cross storage and drop down doors		
AE.	Two (2) wire thru channels at bulkhead with cover		
AF.	Underbody channels on streetside and curbside for wiring/plumbing		

Body and Chassis Accessories

25.	Underride Protection Bumper Installed At Rear	1	
26.	Combination 2 Ball (10 000 LB MGTW) and Rigid Pintle Hitch (16 000 LB MGTW with 3 000 LB MVL), 4-Bolt, Buyers BH82000	1	
27.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1	
28.	Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1	
29.	Platform Rest, Rigid with Rubber Tube	1	
30.	Boom Rest for a Telescopic Unit	1	
31.	Wood Outrigger Pad, 19" x 19" x 2.5", With Rope Handle	2	
32.	Outrigger Pad Holder, 20" L x 20" W x 5" H, Fits 19.5" x 19.5" x 4" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2	
33.	Pendulum Retainers For Outrigger Pad Holders	2	
34.	Mud Flaps With Altec Logo (Pair)	1	
35.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1	
36.	Slope Indicator Assembly (Pair) For Machine With Outriggers	1	
37.	Safety Harness & 4.5 FT Lanyard (Medium To X-large)	1	
38.	Driveaway Safety Kit	1	
39.	Vinyl manual pouch for storage of all operator and parts manuals	1	

Electrical Accessories

40.	Compartment Lights Wired To Dash Mounted Master Switch	1	
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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
41.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
42.	4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear	1	
43.	Strobe Beacons, Amber LED, with Brush Guard, Installed on Post at Front of Body, One (1) Each Side (Standard) (Tecniq #K10-AAAD-1)	1	
44.	Dual Tone Back-Up With Outrigger Motion Alarm	1	
45.	PTO Hour Meter, Digital, with 10,000 Hour Display	1	
46.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
47.	Ford Upfitter Switches (Supplied with Chassis)	1	
48.	Power Distribution Module (PDM-6A), 6 Accessory Circuits, CAN Signals, Installed, Chevy/International CV, Ford, Dodge	1	
49.	Install Chassis (OEM) Supplied Backup Camera in Final Assembly	1	
50.	Install secondary stowage system.	1	
51.	Install Remote Start/Stop system in Final Assembly.	1	
52.	Install Outrigger Interlock System	1	
53.	Heavy Duty Secondary Stowage Pump	1	
54.	One Emergency Stop Located at Ground Level Installed at the Rear of the Vehicle	1	
55.	PTO Indicator Light Installed In Cab	1	

Finishing Details

56.	Powder Coat Unit Altec White	1	
57.	Finish Paint Body Accessories Above Body Floor Altec White	1	
58.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
59.	Apply Non-Skid Coating to all walking surfaces	1	
60.	English Safety And Instructional Decals	1	
61.	Vehicle Height Placard - Installed In Cab	1	
62.	Placard, HVI-22 Hydraulic Oil	1	
63.	Dielectric test unit according to ANSI requirements.	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
64.	Stability test unit according to ANSI requirements.	1	
65.	Focus Factory Build	1	
66.	Delivery Of Completed Unit	1	
67.	Inbound Freight	1	
68.	As Built Electrical And Hydraulic Schematics To Be Included In The Manual Pouch	1	
69.	Stock Unit	1	

Chassis

70.	Altec Supplied Chassis	1	
71.	Altec Stock Chassis	1	
A.	2026 Model Year		
B.	Ford F600		
C.	Chassis Cab		
D.	Regular Cab		
E.	4x4		
F.	Chassis Color - White		
G.	Ford 6.7L Power Stroke Diesel		
H.	Diesel		
I.	330 HP Engine Rating		
J.	Ford Torqshift 10-Speed Automatic Transmission (w/PTO Provision)		
K.	84 Clear CA (Round To Next Whole Number)		
L.	Chassis Wheelbase Length - 169		
M.	GVWR 22,000 LBs		
N.	7,500 LBS Front GAWR		
O.	15,500 LBS Rear GAWR		
P.	Spring Suspension		
Q.	Ford E/F250-550 Single Horizontal Right Side Exhaust		
R.	Hydraulic Brakes		
S.	Park Brake In Rear Wheels		
T.	Ford 40 Gallon Fuel Tank (Rear)		
U.	Ford 7.2 Gallon DEF Tank (Mid Mount)		
V.	Dual Rear Wheel		
W.	245/70R19.5 Front Tire		
X.	All-Position Tires, Front		
Y.	245/70R19.5 Rear Tire		
Z.	All-Position Tires, Rear		
AA.	99T - Operator Commanded Regeneration (OCR)		
AB.	63C - Aft Axle Frame Extension		
AC.	872 - Rear View Camera and Prep Kit		
AD.	No Idle Engine Shut-Down Required		
AE.	50-State Emissions		
AF.	CARB Compliant		
AG.	Clean Idle Certification		
AH.	12V DC Power Outlet		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
AI.	AM/FM Radio		
AJ.	Air Conditioning		
AK.	Backup Camera, OEM Supplied		
AL.	Block Heater		
AM.	Collision Mitigation System		
AN.	Cruise Control		
AO.	Dual Alternator (300 amp Minimum)		
AP.	Ford SYNC		
AQ.	Keyless Entry		
AR.	Limited Slip Rear Axle		
AS.	Power Door Locks		
AT.	Power Windows		
AU.	Running Boards (Supplied By Chassis OEM)		
AV.	Side Mirrors, Power Adjusting, Manual Folding, Manual Telescoping with Heated Glass		
AW	Skid Plate		
.			
AX.	Tachometer		
AY.	Tilt Steering Wheel		
Az.	Trailer Brake Controller (Factory Installed)		
BA.	XL Trim Package		
BB.	Vinyl Split Bench Seat		

Additional Pricing

72.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1
-----	---	---

Miscellaneous

73.	Non-CARB Registered State	1
-----	---------------------------	---

Unit / Body / Chassis Total	204,912.00
Additional Total	0.00
FET Total	0.00
Total	204,912.00

Altec Industries, Inc.

BY _____

Abbott Tobin Gaddy

Notes:

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1 Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date.

For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

2 Estimated Delivery: 7-9 months after receipt of order PROVIDING:
A. Customer supplied chassis (if applicable) is received a minimum of sixty (60) days before scheduled delivery.
B. Customer approval drawings are returned by requested date.
C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

3 This quotation is valid until #EXPIRE_DATE#. After this date, please contact Altec Industries, Inc. for a possible extension.

4 F.O.B. - Customer Site

5 Interest charge of 1/2% per month to be added for late payment.

6 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email finance@altec.com for more information.

7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

8 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

9 Any payment made by a credit card may be subject to a surcharge fee.

10 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

11 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

12 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

13 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

14 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.

15 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

16 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and it's subsidiaries)

may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

- 17 RECOMMENDED OPTIONS AND ACCESSORIES: These options are not included in the quote total price. Selected options will change the quote total. Any options added after initial order will be re-quoted.

Quoted for: Town of Front Royal (VA)
 Altec Account Manager: Luke Mansfield

REFERENCE ALTEC MODEL	Sourcewell Price
AT41M	Articulating Telescopic Aerial Device with Material Handling Insulated, 41'
	\$221,241

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1			
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

SOURCEWELL OPTIONS TOTAL: \$221,241

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		\$0
2	UNIT & HYDRAULIC ACC		\$0
3	BODY	Stock Body	-\$1,254
4	BODY & CHASSIS ACC		\$0
5	ELECTRICAL		\$0
6	FINISHING		\$0
7	CHASSIS	2026 F600 4x4 Auto	-\$6,733
8	OTHER	Altec Model Year Price Adjustment	-\$9,416
OPEN MARKET OPTIONS TOTAL:			-\$17,403

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$203,838.00
 Delivery to Customer: \$1,074.00
 TOTAL FOR UNIT/BODY/CHASSIS: \$204,912.00

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are considered budgetary due to potential cost inflation, market volatility, and tariff implications. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model years beyond the current open order bank are estimates only. Altec's turn-key pricing is subject to change based on chassis pricing received from the OEM. Chassis model year, specifications, and price will be reviewed and confirmed when specific model year information becomes available from the OEM, and any chassis price difference, including adjustments for tariffs, will be passed through to the customer.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: TBD Based on availability, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

Town of Front Royal (VA) - AT41M F600 4x4 Auto - SW - 1853041



REGULAR COUNCIL MEETING AGENDA STATEMENT

Meeting Date: May 26, 2026

Item# 11A

Agenda Item: Adoption of Annual Appropriation Ordinance (Budget) for Fiscal Year 2026-2027

Summary: Council is requested to receive public comment on the Town's proposed annual appropriation ordinance (Budget) for fiscal year 2026-2027

Budget/Funding:

Meetings: Work Sessions held April 6 and April 13, 2026, Public Hearing May 11, 2026

Proposed Motion: I move that Council approve and adopt the Annual Appropriation Ordinance (Budget) for Fiscal Year July 1, 2026 to June 30, 2026 as presented.

Moved _____ *Seconded* _____

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

ANNUAL APPROPRIATION ORDINANCE OF THE TOWN OF FRONT ROYAL, VIRGINIA FOR THE FISCAL YEAR ENDING JUNE 30, 2027 TO MAKE APPROPRIATIONS OF SUMS OF MONEY FOR ALL NECESSARY EXPENDITURES, TO PRESCRIBE THE PROVISOS, TERMS, CONDITIONS, AND PROVISIONS WITH RESPECT TO THE TERMS OF APPROPRIATION AND THEIR PAYMENTS, AND TO REPEAL ALL ORDINANCES WHOLLY IN CONFLICT WITH THIS ORDINANCE AND ALL PARTS OF ALL ORDINANCES INCONSISTENT WITH THIS ORDINANCE TO THE EXTENT OF SUCH INCONSISTENCY.

WHEREAS, under §15.2-2503 of the Code of Virginia, and pursuant to The Code of the Town of Front Royal, Virginia, the Town of Front Royal (the “Town”) must adopt a budget for fiscal year 2026-2027 before July 1, 2026; and,

WHEREAS, on _____ 2026, the Town Council of the Town (the “Council”) conducted a public hearing for citizen comment on the proposed budget after publication of a budget synopsis in accordance with §15.2-2506 of the Code of Virginia; and,

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

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

NOW, THEREFORE, be it ordained by the Council of the Town of Front Royal, Virginia that the following sums of money are hereby appropriated for the general government purposes herein specified for the fiscal year ending June 30, 2027.

GENERAL FUND EXPENDITURES

General Government	554,615
Financial Administration	1,601,020
Legal	488,760
Law Enforcement Services	6,655,980
General Property Maintenance	1,748,575
Planning & Zoning	777,665
Community Development/Special Events/Tourism	497,445
Risk Management/Insurance	1,266,105
Economic Development	68,070
Information Technology	697,985
Transfers/Debt Services/Contingency Reserve	1,125,810
TOTAL GENERAL FUND EXPENDITURES	15,482,030

STREET FUND EXPENDITURES

Public Works	679,660
State Highway Maintenance System	2,900,000
TOTAL STREET FUND EXPENDITURES	3,579,660

SPECIAL REVENUE FUND

Community Development/Special Projects	458,370
<u>Asset Forfeiture</u>	<u>12,000</u>
TOTAL SPECIAL REVENUE FUND EXPENDITURES	470,370

and the following sums of money are hereby appropriated for the enterprise operations specified for the year ending June 30, 2027.

ELECTRIC FUND EXPENDITURES

Operations	3,293,950
Purchase of Bulk Electricity	17,638,790
<u>Transfer to General Fund</u>	<u>2,234,000</u>
TOTAL ELECTRIC FUND EXPENDITURES	23,166,740

WATER FUND EXPENDITURES

Administrative Office	215,455
Water Plant Operations	2,578,565
Maintenance of Lines	1,769,055
Meter Reading	130,115
Debt Service	963,005
<u>Contingency & Transfers to Other Funds</u>	<u>600,000</u>
TOTAL WATER FUND EXPENDITURES	6,256,195

SEWER FUND EXPENDITURES

Administrative Office	215,425
Wastewater Treatment Plant Operations	3,223,100
Maintenance of Lines	1,047,555
Debt Service	1,968,880
<u>Contingency and Transfers to Other Funds</u>	<u>1,185,000</u>
TOTAL SEWER FUND EXPENDITURES	7,639,960

REFUSE FUND EXPENDITURES

Operations	1,737,155
<u>Contingency and Transfer to General Fund</u>	<u>190,000</u>
TOTAL REFUSE FUND EXPENDITURES	1,927,155

TOTAL ALL FUNDS EXPENDITURES	58,522,110
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REVENUES TO BE PROVIDED AS FOLLOWS
GENERAL FUND

Real Estate Property Tax	1,680,080
Public Service Property Tax & Tax Penalties	73,850
Personal Property Tax	851,470
Other Local Taxes	8,069,730
Permits and Fees	79,400
Fines and Forfeitures	195,925
Revenue from Use of Money and Property	238,660
Public Rights-of-Way Use Fee	2,430
Intergovernmental	697,840
Interfund Transfers:	
Electric Fund	2,060,000
Water Fund	600,000
Sewer Fund	700,000
Refuse Fund	190,000
<u>Miscellaneous Receipts</u>	42,645
TOTAL GENERAL FUND REVENUE	15,482,030

STREET FUND

State Highway Maintenance Funds	2,892,290
Revenue from Use of Money and Property	115,760
<u>Transfers from General Fund</u>	571,610
TOTAL STREET FUND REVENUE	3,579,660

SPECIAL REVENUE FUND

Asset Forfeiture Grant Funding	12,000
<u>Community Development</u>	458,370
TOTAL SPECIAL REVENUE FUND	470,370

ELECTRIC FUND

Revenue from Use of Money & Property	406,165
Connection Fees	239,600
Sale of Service	22,488,825
<u>Miscellaneous Receipts</u>	32,150
TOTAL ELECTRIC FUND REVENUE	23,166,740

WATER FUND

Revenue from Use of Money and Property	267,665
Antenna Rentals	89,685
Sale of Service and Commodities	5,713,265
System Development Connection Fees	167,580
<u>Miscellaneous Receipts</u>	<u>18,000</u>
TOTAL WATER FUND REVENUE	6,256,195

SEWER FUND

Revenue from Use of Money and Property	267,665
Sale of Services and Commodities	6,903,935
System Development Fees/Connection Fees	317,860
<u>Miscellaneous Receipts</u>	<u>150,500</u>
TOTAL SEWER FUND REVENUE	7,639,960

REFUSE FUND

Revenue from Use of Money and Property	115,635
<u>Sale of Services/Bags/Other</u>	<u>1,811,520</u>
TOTAL REFUSE FUND REVENUE	1,927,155

TOTAL ALL FUNDS REVENUES	58,522,110
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This ordinance shall become effective July 1, 2026.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Hillary Wilfong, Deputy 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 April 29 and May 4, 2026.

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____



CLOSED MEETING AGENDA STATEMENT

Meeting Date: May 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, the 2018 Amendment to the 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, and
- 2) pursuant to §2.2-3711(A)(3) of the Code of Virginia, discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, more specifically, the sale of vacated 6,211 square foot portion of the unimproved Lowe Lane between Braxton Road and Lot 27A.

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 _____

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