TOWN COUNCIL REGULAR MEETING
COUNCIL WORK SESSION IMMEDIATELY FOLLOWING
Monday, December 8, 2025 @ 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 move that Council approve the Council meeting minutes of November 24 2025 Regular Meeting and December 1, 2025 Work Session, as presented.*

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

6. RECOGNITIONS/AWARDS/REPORTS/PRESENTATIONS –
   A. Recognition of Service on FREDA to Nicholas Bass

7. PUBLIC HEARINGS - None

8. PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS

9. REPORTS
   A. Report of Town Manager
   B. Report of Councilmembers
   C. Report of the Mayor

10. CONSENT AGENDA ITEMS
   A. Purchase/Installation of Variable Frequency Drive for Final Clarifier #2 at the Wastewater Treatment Plant
   B. Approval of the Award of a Task Order for Solids Dewatering Preliminary Engineering Report/FY26 Budget Transfer

11. BUSINESS ITEMS
   A. Amendments to the Town of Front Royal Policy for Vacation of Public Rights-of-Way
   B. Request for Water and Sewer in the Rt. 340/522 Corridor for Industrial Use from 444 Baugh, LLC on Baugh Drive
   C. Retail Strategies Agreement Renewal

12. ADJOURN

TOWN COUNCIL WORK SESSION

Immediately following the Regular Meeting

1. Roll Call

2. NEW BUSINESS
   A. Purchase of ArcGIS Enterprise Software Licensing – *Michelle Campbell*
   B. Request to Vacate a Portion of the Unimproved Street between East 4th Street and Lot 16 – *Joe Petty*
   C. Request to Vacate a Portion of the Unimproved Street Between East 5th Street and Happy Creek - *Joe Petty*
   D. Request to Vacate a Portion of the Unimproved Street Between East 5th Street and Lot 17A– *Joe Petty*
   E. Request to Vacate a Portion of the Unimproved Randolph Avenue between Washington Avenue and Lot 5 – *Joe Petty*
   F. Request to Vacate a Portion of the Unimproved Alley Between W. 13th & 14th Streets – *Joe Petty*

3. Adjourn

Moment of Silence
Pledge of Allegiance was led by Charles Robert "Bobby" Coleman.

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 Councilwoman DeDomenico-Payne that Council approve the Council meeting minutes of October 27, 2025 Regular Meeting, November 3, 2025 Work Session and November 10, 2025 Work Session, as presented.*

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

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

RECOGNITIONS/AWARDS/REPORTS -
Mayor Cockrell and Council recognized and thanked Gary D. "Dewey" Vaughan for his 16 years of service on the Board of Architectural Review (BAR).

Mayor Cockrell and Council recognized and congratulated the Royal Oak Bookshop on their 50th Anniversary with the Mayor reading a Proclamation.

PUBLIC HEARINGS
Zoning Text Amendments to Chapter 175 to Define Designated Special Circumstance Housing
Director of Planning Lauren Kopishke recapped that the amendments were for R-1, R-2 and R-3 Districts by adding definitions and performance standards that do not conflict with state code.

Mayor Cockrell opened the public hearing.

Lewis Moten, 1132 Kesler Road, voiced concern that politics and favoritism could become a factor as well as parking issues in the neighborhoods.

Mayor Cockrell closed the public hearing.

In furtherance of the purposes and objectives contained in Town Code §175-1(B), Vice Mayor Veitenthal moved seconded by Councilwoman DeDomenico-Payne that Council adopt Zoning Text Amendments to Town Code §175-3

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– Definitions to define Designated Special Circumstance Housing, to amend §175-12.1.A. – Uses Permitted by Special Permit (R-1), §175-20.1 – Uses Permitted by Special Permit (R-2), §175-30 – Uses Permitted by Special Permit (R-3) and to establish §175-117 to add Designated Special Purpose Housing Performance Standards, as presented.

Vice Mayor Veitenthal stated that state code already allowed housing for the disabled in residential districts administratively and that the proposed amendments were adding performance standards. Ms. Kopishke explained that a special use permit would be required when there was expansion beyond what the state code allowed by right.

Councilman Rappaport stated that he understood the concept and the need for this type of housing but stressed that it was not acceptable in the R-1 District. He continued by stating the definition and intent of the R-1 District quoting *"designed to preserve homes for low density with spacious lots and a quiet atmosphere"*. He voiced concern about the impact of the homeowners in the R-1 District.

Councilman Rappaport offered a SUBSTITUTE MOTION: *In furtherance of the purposes and objectives contained in Town Code §175-1(B), Councilman Rappaport moved seconded by Councilman Sealock that Council adopt Zoning Text Amendments to Town Code §175-3 – Definitions to define Designated Special Circumstance Housing, to amend §175-20.1 – Uses Permitted by Special Permit (R-2), §175-30 – Uses Permitted by Special Permit (R-3) and to establish §175-117 to add Designated Special Purpose Housing Performance Standards, as presented.* He explained that he felt it appropriate to remove the reference to R-1 from the original motion to protect homeowners, establish maintenance of community standards, maintain neighborhood character, and to prevent impacts to other minorities.

Councilwoman DeDomenico-Payne advised she has worked in group homes and crisis centers for individuals with developmental disabilities, mental health issues, victims of domestic violence and victims of sexual assault, noting that these homes and centers were all placed in residential neighborhoods. She asked that these individuals be viewed as being placed in a simulated family, where there is staffing and supervision, stating that everyone deserved a place to live. She reminded Council that the special use permit process allowed Council to make decisions and provide screening before approval.

Vice Mayor Veitenthal asked Town Attorney George Sonnett to clarify the difference between the substitute motion and the original motion. She reiterated that the state code already allowed Designated Special Circumstance Housing (DSCH) in the R-1 District and reminded Council when business owners in the Commercial District [including the Rt. 522/340 North Corridor] worried that this type of housing was going to hurt their business. She questioned that if developmentally disabled people did not belong in a residential district where did they belong; and agreed that everyone deserved access to housing. Mr. Sonnett explained that the substitute motion was to remove reference to the R-1 District. Vice Mayor Veitenthal reiterated that DSCH housing would be allowed in the R-1 District administratively under the state code by right. Ms. Kopishke read from VA Code §15.2-2291 *"localities must make reasonable provisions in zoning ordinances for residential occupancy by not more than eight (8) persons with mental illness, intellectual disability or developmental disability in a single-family dwelling."* She explained that more than (8) people would require a special use permit.

Councilman Rappaport explained that the substitute motion was not to single out a particular group. He reiterated that the intent was to maintain the character of the R-1 District by protecting the preservation of single-family homes. He stated that homeowners expected low density and quality quiet living with limited traffic.

Councilman Ingram noted that special use permits were already in R-1 Districts such as daycares and B&Bs creating parking issues. Councilman Wood disagreed explaining that daycares closed at the end of the day and parking for

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B&Bs were onsite. He reminded Council that anytime specialized housing came before them it was approved. He agreed with Councilman Rappaport that the proposed text amendment should not be expanded to the R-1 District and to use the mechanism allowed in the state code.

Vice Mayor Veitenthal reiterated that eight (8) people plus staff are already allowed in the R-1 District even with the substitute motion.

Councilman Rappaport wanted the public to understand that under the proposed definition the R-1 District would be open to all the categories listed in the proposed text amendment.

Mayor Cockrell questioned what other uses were allowed in the R-1 District besides single-family detached homes. Ms. Kopishke advised by right they included churches, libraries, schools, home occupation public facilities like parks and playgrounds and special childcare services.

SUBSTITUTE MOTION VOTE

In furtherance of the purposes and objectives contained in Town Code §175-1(B), Councilman Rappaport moved seconded by Councilman Sealock that Council adopt Zoning Text Amendments to Town Code §175-3 – Definitions to define Designated Special Circumstance Housing, to amend §175-20.1 – Uses Permitted by Special Permit (R-2), §175-30 – Uses Permitted by Special Permit (R-3) and to establish §175-117 to add Designated Special Purpose Housing Performance Standards, as presented.

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

ROLL CALL on SUBSTITUTE MOTION (TIE)
MAYOR'S VOTE: NO TO BREAK TIE
MOTION FAILED

ORIGINAL MOTION VOTE

In furtherance of the purposes and objectives contained in Town Code §175-1(B), Vice Mayor Veitenthal moved seconded by Councilwoman DeDomenico-Payne that Council adopt Zoning Text Amendments to Town Code §175-3 – Definitions to define Designated Special Circumstance Housing, to amend §175-12.1.A. – Uses Permitted by Special Permit (R-1), §175-20.1 – Uses Permitted by Special Permit (R-2), §175-30 – Uses Permitted by Special Permit (R-3) and to establish §175-117 to add Designated Special Purpose Housing Performance Standards, as presented.

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

ROLL CALL on ORIGINAL MOTION (TIE)
MAYOR'S VOTE: YES, TO BREAK TIE
MOTION PASSED

Zoning Text Amendments to Chapter 175 to Define the Use of an Auxiliary Dwelling Unit.

Ms. Kopishke explained that the proposed amendments would allow auxiliary dwelling units to be a by right use in residential districts; and, to add performance standards to the supplemental provisions.

Mayor Cockrell asked if it were to be by right and have performance standards, one of which requires that it be owner occupied, how would it be enforced. Ms. Kopishke advised that there was nothing in the state code that

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prohibited the Town from having additional standards for a use that was by right as long as it was applied evenly. She explained that staff takes the applicant at their word of owner occupancy at the time the application was reviewed, unless there was evidence to show otherwise.

Mayor Cockrell opened the public hearing.

Lewis Moten, 1132 Kesler Road, voiced his confusion regarding accessory building vs auxiliary dwelling unit because the dwelling unit sounded like an accessory building in the definition. He suggested cleaning up the language to be clearer in its intent.

Councilman Rappaport moved to refer back to Planning Commission for further review. Mr. Sonnet advised that since the public hearing was still open the motion would be to leave it open and continue it on a set date. The motion to refer to it to the Planning Commission was a motion that should happen after the public hearing was closed. He advised that the item required some action by Council. Councilman Rappaport rescinded his motion.

Mayor Cockrell closed the public hearing.

Vice Mayor Veitenthal moved seconded by Councilman Wood to refer to the Planning Commission for further review and to discuss at a later date.

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

ROLL CALL to Refer to the Planning Commission

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An Ordinance to Rescind Town Code §12-6 Pertaining to FOIA Fees
Mayor Cockrell opened the public hearing, since no one spoke the public hearing was closed

Vice Mayor Veitenthal moved seconded by Councilman Sealock that Council adopt an ordinance that rescinds Town Code §12-6 – Miscellaneous Fees, as presented.

Vice Mayor Veitenthal advised this was to clean up the language in Town Code. Mayor Cockrell agreed noting it did not change anything on how FOIA requests were handled.

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

An Ordinance Amendment to Town Code §12-2 to Add Yard Waste Drop-Off Fee for Out-of-Town Residents
Mayor Cockrell advised that there was a line before the new language that seemed to contradict the new language.

Mayor Cockrell opened the public hearing.

Jennifer Thomas, 175 Beach Road, advised that she used the Town's Yard Waste Drop-Off quite often and voiced concern about having to pay since traveling to the Bentonville Transfer Station was 40 miles from where she lived.

Mayor Cockrell closed the public hearing.

Councilman Wood moved seconded by Councilman Sealock that Council adopt an ordinance to Town Code §12-2-Public Works Fee, to add a Yard Waste Drop-Off Fee for Out-of-Town Residents, effective February 1, 2026, as presented.

Councilman Wood understood Ms. Thomas' concern and explained that this service was a convenience for both Town and County residences however the Town taxpayers were paying for it.

Mayor Cockrell explained how Town citizens paid twice for solid waste through monthly charges and through the County's tipping fee that was being charged to the Town to dump Town resident's trash at the Bentonville Transfer Station. While she appreciated Ms. Thomas' concerns, she advised that their responsibility was to the Town taxpayers. She suggested she reach out to the County Board of Supervisors on possibly setting up something in Shenandoah Shores to dispose of yard waste since they already paid a sanitary district tax.

Vice Mayor Veitenthal thanked Ms. Thomas for expressing her concerns and reiterated the Mayor's comments and suggestion. Councilman Rappaport thanked Ms. Thomas for her comments.

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

Sale of Approximately .2942 Acres of Public Rights of Way of N. Royal Avenue and the Unimproved Alley Between N. Royal Avenue and Virginia Avenue
Mayor Cockrell opened the public hearing, since no one spoke the public hearing was closed.

Councilwoman DeDomenico-Payne moved seconded by Councilman Wood that Council approve the sale of publicly held real property described as approximately .2942 acre of public rights of way in a portion of N. Royal Avenue and the unimproved alley between N. Royal Avenue and Virginia Avenue previously conditionally closed and vacated by ordinance, to the abutting property owners, Akil Green for the amount of $3,268.99, Aaron and Harmony Hike for the amount of $27,744.66, Hike Trustee for the amount of $1,947.22, and Joseph Manson for the amount of $3,593.11, with the sale being subject to strict compliance with the terms and conditions of the vacation ordinance.

Councilman Rappaport confirmed with staff that the sale was subject to all parties contributing to the sale.

Vice Mayor Veitenthal stated that she never recused herself from this subject, only abstained and she was allowed to vote if she chose to.

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

FY25-26 Budget Amendment for Outstanding Purchase Orders
Mayor Cockrell opened the public hearing since no one spoke, the public hearing was closed.

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Councilman Ingram moved seconded by Councilman Rappaport that Council approve a FY25-26 budget amendment in the amount of $17,569,786.47 to carry forward unpaid balances on purchase orders not completed as of June 30, 2025 to fiscal year 2026.

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

PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS

Lewis Moten, 1132 Kesler Road, expressed his appreciation for Swagit [Production] Services noting the ease of downloading files and finding things quickly online. He praised the Town's budget noting he had compared it to other localities and was impressed with how easy the Town's was to read, noting it was an example of a good report.

REPORTS

Town Manager Report - Mr. Petty reported that N. Royal Avenue's paving was complete; project was ongoing at 12th and Cherry Streets; 8th Street Bridge Project was progressing; Town Hall is closed for Thanksgiving Thursday and Friday this week and advised of the change in trash collection on those days; reminder of only two council meetings in December and wished everyone a Happy Thanksgiving.

Town Council Reports

Councilman Ingram attended the Veteran's Day Ceremony, Grand Opening of Ellen Aders State Farm Office and Celebration of 15 years of Service, and a Presentation on the Battle of Wapping Heights at the Warren Rifles Museum. He wished everyone a Happy Thanksgiving.

Vice Mayor Veitenthal will be cooking for the Salvation Army Community Thanksgiving Dinner on Wednesday and wished everyone a Happy Thanksgiving.

Councilman Wood attended the Development Review Committee Meeting, Cars Changing Lives Event, the Warren Heritage Society's Annual Dinner, Salvation Army's Kettle Kick Off, County Tourism Meeting, and Blue Ridge Arts Council Deck the Halls Event. He congratulated all those who were part of the election and invited people to the Salvation Army Community Thanksgiving Dinner on Wednesday. He noted that all 187 Salvation Army Angels had been adopted.

Councilwoman DeDomenico-Payne attended the Northern Shenandoah Valley Regional Commission Meeting, Salvation Army's Kettle Kick Off encouraging people to sign up to ring the bell. She will be serving food for the Salvation Army Community Thanksgiving Dinner on Wednesday. She thanked Mr. Moten for his kind words about the budget, noting that staff worked hard on it. She congratulated those who survived another election.

Councilman Rappaport attended the Audit/Finance Committee Meeting noting that the auditors were impressed with the Town and their financing practices, thanking staff for a job well done. He attended the Joint Transportation Committee Meeting and Grand Opening of Ellen Aders State Farm Office and Celebration of 15 years of Service.

Councilman Sealock recognized the Finance Director and Staff for close to 42 years of receiving the Government Finance Officers Award (GFOA).

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Report of the Mayor – Mayor Cockrell attended the Veteran's Day Ceremony at E. Wilson Morrison Elementary School and on the Courthouse Lawn, Boy Scout Troop meeting for an elected office patch, Boxes of Basic delivery, Grand Opening of Ellen Aders State Farm Office and Celebration of 15 years of Service, Citizens Academy. She invited everyone to Christmas on Main – Merry Market and Annual Parade on December 6th, congratulated the WCMS FFA as recognized by U. S. Representative Ben Cline on the floor of the US House of Representatives. She wished the Skyline High School Football Team good luck as they headed to the regional championship. She expressed gratefulness for the blessings in her life and wished everyone a Happy Thanksgiving.

CONSENT AGENDA ITEMS

Letter of Credit Renewal for Economic Development Access Grant and Authorized Signatory

Council approved to continue a letter of credit with Atlantic Union Bank in the amount of $106,558.28 for the Economic Development Access Grant and the Town Manager as the authorized signatory of the letter of credit.

Purchase of Copier/Printer Equipment, Lease, and Service

Council approved the purchase of copier/printer equipment, lease and service for sixty months in the amount of $165,691.80 to DDL Business Systems of Winchester, Virginia

Microsoft User Volume Licensing Renewal

Council approved the purchase of Microsoft Volume Licenses for three years from SHI International Corporation for a total amount of $150,995.82.

Budget Transfer for Zoning Enforcement

Council approved a budget transfer in the amount of $40,000 to provide funding to the Planning and Zoning Department to implement mitigation efforts to obtain compliance.

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

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

BUSINESS ITEMS – N/A

The meeting adjourned at approximately 9:50pm.

Approved by Town Council
Date: _____

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

Roll Call by Clerk of Council

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

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

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Virtual Presentation by Blue Line Solutions, LLC Regarding the Success of the School Zone Speed Enforcement Program, and Request for a Two (2) Year Extension of the Automated Systems Speed Enforcement Systems Agreement – Town Attorney George Sonnett explained that the Town will come to the end of the contract's initial two-year term in March 2026; however, the contract provided for an additional two year extension at the option of the Town. Mr. Sonnet advised of the change in state code effective July 1, 2025, where additional equipment was required and Blue Line Solutions installed the additional equipment at no expense to the Town. He then introduced Randy Campbell from Blue Line Solutions who appeared virtually. Mr. Campbell advised that there was a 94.7% reduction in speeding violations since the program was implemented in 2023. Councilman Rappaport questioned how the 94.7% reduction was seen across the board with other jurisdictions. Mr. Campbell explained that the more traffic a jurisdiction has the more non-compliant drivers there would be noting a 92% reduction across the state of Virginia.

Councilwoman DeDomenico-Payne questioned whether the equipment was paid for or would payments be extended with the new contract. Mr. Campbell explained that the Town gets $80.00 and Blue Line gets $20.00, and the split would not change with the new contract. He advised that he could get the numbers regarding payment of the initial equipment, reiterating that there would be no out-of-pocket expenses for the Town. He explained that normally a contract was for three years to get a return on investment, but the Town negotiated for two years.

The Mayor and Council questioned whether citations were decreasing, how much the Town was recovering from the citations and whether people were paying. Chief Whited advised that the monthly reports showed a decrease in citations confirming that most were being paid, but he and Director of Finance BJ Wilson did not have the revenue data. Discussion ensued about the job of the certified officer vetting the citations. Staff confirmed it took approximately two hours a week to vet the citations. Mr. Sonnett advised he was seeing approximately ten appeals a month. It was noted that with the new law July 1st less people were going to court. Council agreed that a statistics report would be helpful for more discussion in January. Mr. Campbell suggested the Mayor and Council watch the Virginia State Crime Commission Meeting online tomorrow at noon because one of the topics included consequences for not paying the citations to include additional penalties.

Council questioned whether the $100 could be increased and whether cameras could be placed in other areas besides school zones. Mr. Campbell advised that the $100 fee could only be changed by authorization of the General Assembly and pursuant to the state code the operation of the cameras was only allowed in school zones and highway work zones. Council agreed to bring back to a work session in January to discuss the data report.

Progress Update from Retail Strategies – Director of Community Development and Tourism Lizi Lewis introduced Retail Strategies representatives Michael Warsaw, Senior Portfolio Director and Jimmy Pritchett, Retail Development Associate. She advised they would give a brief overview of what has been done and what to look forward to in the future. It was noted that they presented to the Front Royal Economic Development Authority (FREDA) earlier in the day. Mr. Warsaw began with their Leadership and Marketing Teams, following up with the Partnership they have with Front Royal. They reviewed the partnership objectives: Year 1 (Create/Implement Recruitment Strategy, Year 2 (Pleasant Persistence/Relationship Depth) and Year 3 (Maximum Exposure/Understanding Next Steps). Mr. Warsaw advised of their national retail expertise and data abilities, specifically Mobile Data Collection that was used to figure out where consumers were traveling. He advised that they were on track to go into Year 2. He stated that Retail Strategies was the retail real estate expert and the Town was the local expert working together for a common goal. He explained the difference in how the Town saw themselves and how retailers saw the Town, noting population and median household income were factors. He noted that Rural King, Martins and Starbucks were performing very well. He continued with a review of the Customized Trade Area (CTA) where each retailer had a specific set of site selection criteria they used to determine if they will have a profitable store.

Mr. Warsaw moved into recruitment focusing on performance, targets, outreach and feedback. The Retailer Performance List showed all the Martins and Starbucks in the Designated Market Area (DMA) in Washington DC and Hagerstown, MD areas along with their site ranking. Front Royal's top categories for recruitment were full service [sit down] restaurants, quick service[drive-thru] restaurants, soft good retail [home goods] and hospitality along with showing the number for targets and prospects with restaurant/food service being #1. There was discussion about grocery stores and tourism traffic, noting Retail Strategies was working with Ms. Lewis on how many visitors came to the local festivals and events as well as how many were going to the National Park/Skyline Drive. He continued with a status breakdown of retailers who were: 1) actively interested, 2) considering/analyzing, 3) future plans, 4) needs a franchise/operator and 5) awaiting further feedback expressing the need for confidentiality in these groups. Mr. Warsaw then reviewed what was working and what was not, noting specifically two in the not working category: 1) *density and rooftop thresholds are below the minimum for some brands* - explaining that they want to see growth and 2) *limited "ready-to-develop" premium parcels* - explaining there was not a large supply of ready developed sites. Council confirmed with him that details and input were being reviewed with Ms. Lewis reiterating confidentiality.

Councilman Rappaport questioned whether an interstate was critical to grow the base in Town. Mr. Warsaw advised that it was not and gave examples of Martins' and Starbucks' success. He explained that the plan was to "wow" people to get off the interstate giving evidence that it worked in other localities. Discussion ensued about hotels having to be attractive, comfortable, having a rewards program, close to downtown and offering services within their building such as restaurants and salons. Mr. Warsaw mentioned that Retail Strategies not only talked to retailers but also the landowners and stressed the importance of putting something in front of a retailer that they did not know about such as ready-developed sites and other opportunities.

Town Manager Joe Petty advised that the contract with Retail Strategies automatically renewed, and Council is to decide whether they would like to continue with them into Year 2 at $55,000. Vice Mayor Veitenthal voiced concern about being naïve as to what the Town was signing up for and having only one week to decide. While she thought tonight was informative, she felt a disconnect going between Year 1 and Year 2. Mayor Cockrell suggested Council have a chance to digest what they heard tonight and give Mr. Petty time to answer their questions.

Councilman Wood reminded Council that the Town did not have an Economic Development Director but there was FREDA who was committed with enthusiasm to continue working. He voiced concern about "getting in the weeds".

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He suggested that Council let Retail Strategies know what they strongly do not want in our Town. Mr. Petty advised that $55,000 was not going to get Council the tools and software needed to receive the data and work Retail Strategies can provide. He suggested appointing a "team" to rally with Retail Strategies to take advantage of the tools and expertise, introduce them to begin building relationships with the community, and facilitate meetings to make the process better. Mayor Cockrell reiterated that Council reach out to Mr. Petty with their questions within 24 to 48 hours.

NEW BUSINESS

Purchase/Installation of Variable Frequency Drive for Final Clarifier #2 for Wastewater Treatment Plant – Purchasing Manager Michelle Campbell noted the vendor was the only representative in the area authorized to install the drive. Council agreed to add to the consent agenda on December 8th.

Solids Dewatering Preliminary Engineering Report & FY26 Budget Transfer – Director of Finance BJ Wilson noted it was for the Wastewater Treatment Plant's Centrifuge Project that was required by DEQ to allow the Town to move forward with potential financing for the project. He noted the funds have been applied for with tentative approval. He gave an overview of the budgeting/funding and the option to be reimbursed if the deadline is met for DEQ. Council agreed to add to the consent agenda on December 8th.

Ordinance Amendments to Town Code §12-1 Energy Services Fees & Chapter 70 – Electricity – Director of Energy Services Carey Saffelle reviewed the reasons for the proposed Town Code changes. He explained that revisions had not occurred since the early 2000's therefore the current costs for material, equipment and labor were not reflected and stressed that the increases were only to break even. The updates would also reflect the current procedures and practices. He went over the various changes specific to security lights, industrial users, new connections and charges and how the new subdivisions and individual lots were affected, commercial users on three-phase service, and temporary service. Vice Mayor Veitenthal confirmed that the industrial customers rates would not impact the residential customers. Council agreed to advertise for a public hearing on January 26th.

Special Use Permit Application Submitted by Fussell Florist for an Artistic Mural at 202 E. 2nd Street – Director of Planning Lauren Kopishke advised that the request was to replace the existing 60-foot mural with a larger mural that required a special use permit. Council agreed to advertise for a public hearing on January 26th.

Request for Water and Sewer in Rt. 340/522 Corridor for Industrial Use - 444 Baugh, LLC on Baugh Dr – Mr. Petty advised that the request was for three buildings, noting that the engineer for the applicant was in attendance to answer any technical questions. He advised that the request was for 20,850 gallons per day for all three buildings and CHA had reported there was available capacity. He stated that CHA reported that the current available capacity was 210,000 gallons per day for water and 807,000 gallons per day for sewer. He advised that the request was already zoned industrial in the County; however, a conditional use permit was being sought at the County level for a contractor storage yard.

There was discussion about the definition of light industrial as it was written on the application and whether manufacturers would be prohibited. Mr. Petty advised that the motion would include the use. Councilman Ingram advised that light industrial was a broad term and voiced concern about providing water and sewer to places with a broad definition wishing he had a little more information.

Councilman Sealock voiced concern on the amount of water being asked for, noting the Town just came out of water restrictions and the concern not being able to supply water to Town customers. Mr. Petty reiterated that CHA has reported that there was capacity for in Town customers and for this request.

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Councilman Ingram asked that the specific County code section be listed on the application in the future to define the use more clearly. Mr. Petty agreed to get with the County to get an exact use. Council agreed to add to Business Items on the December 8th Agenda.

Amendments to the Town of Front Royal Policy – Vacation of Public Rights-of-Ways – Mr. Petty advised that some formatting changes were made to the Policy along with defining fair market value pursuant to state code. Councilwoman DeDomenico-Payne voiced concern there was no mention of tax assessment or that Council was not the authority of the tax assessment. Council agreed to add to the Business Items on the December 8th Agenda.

Progress Updates Regarding the Zoning Text Amendments to Town Code Defining Data Centers and to add Data Centers with Performance Standards by Special Use Permit – Mr. Petty advised that Council gave him direction at the October 6th Work Session to seek outside legal counsel to vet the ordinance. He advised that he reached out to various firms and they all noted a conflict of interest and declined the opportunity to work on this. He assured Council that it was nothing against the Town but that data centers were a hot topic. He suggested that non-profit organizations could review the ordinance and give feedback.

Vice Mayor Veitenthal suggested having staff and legal draft a text amendment to ban data centers citing the issue in Warrenton, VA. Councilman Ingram suggested looking into what Warrenton did and determine if this was a good fit for Front Royal. Councilwoman DeDomenico-Pyane noted that she was not compelled to do what Warrenton did and was not in favor of a complete ban. Mrs. Veitenthal voiced concern about being left open to liability and agreed that technology was moving fast.

Councilman Rappaport voiced concern about the grid, setbacks within the performance standards that were too generous to the client and the radius buffer with regard to schools, hospitals and churches. He suggested a local alliance vet the ordinance such as Piedmont Alliance or Shenandoah Valley Alliance. Mr. Petty advised that he has worked with the Shenandoah Valley Alliance and suggested they review the ordinance and bring it back to a future work session when the review was complete. Mr. Sonnett advised Council that they had a recommendation from the Planning Commission and that some action by Council was required. Council directed Mr. Petty to reach out the alliance and place on a work session in January.

Adjourned at approximately 10:00pm.

Approved by Town Council

Date: ----------

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RECOGNITION OF SERVICE AND APPRECIATION

Presented to

NICHOLAS BASS

FRONT ROYAL ECONOMIC DEVELOPMENT AUTHORITY

December 13, 2021 - December 13, 2025

In honor of four (4) years of dedicated service and commitment as one of the original members of the Front Royal Economic Development Authority Board of Directors. Your leadership and vision have played a vital role in seeking the advancement of economic growth and prosperity of our community.

MAYOR AND TOWN COUNCIL
TOWN OF FRONT ROYAL, VIRGINIA

Presented this 8th Day of December 2025

REGULAR COUNCIL MEETING
CONSENT AGENDA STATEMENT

Meeting Date: December 8, 2025 Item# 10A

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

Summary: Council is requested to approve the purchase and installation of a variable frequency drive for final clarifier #2 at the Wastewater Treatment Plant from Evoqua Water Technologies in the amount of $133,094.76.

Note: Evoqua Water Technologies is the sole source supplier for the drive assembly and Heyward Incorporated of Virginia, Inc. is the only representative in our area, authorized to install the drive.

Budget/Funding: Funding to purchase the drive and installation are included in the following line item:

9801-R47001	Wastewater Treatment Plant– Machinery and Equipment	$133,094.76

Meetings: Work Session held December 1, 2025

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

Proposed Motion: I move that Council approve the purchase and installation of a variable frequency drive for final clarifier #2 at the Wastewater Treatment Plant from Evoqua Water Technologies in the amount of $133,094.76.

Moved _____ ***Seconded*** _____

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

TOWN OF FRONT ROYAL

Public Works Department
102 E Main Street
P.O. BOX 1560
FRONT ROYAL, VIRGINIA 22630-1560
www.frontroyalva.com

Nathan Ruggles
Wastewater Manager
(540) 635-3733

nruggles@frontroyalva.com

November 25, 2025

This recommendation letter serves for the procurement of the Drive and Installation for Final Clarifier #2. Evoqua Water Technologies is the sole source supplier for the noted equipment to continue their roles critical function in maintaining facility compliance.

Nathan Ruggles
Wastewater Manager
(540)-305-1017
Town of Front Royal

9801.2001
PO 30872

SOLE SOURCE JUSTIFICATION FORM

Requesting Department: WWTP
Description of Commodities of Services: Final Clarifier #2 Drive and installation.

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

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

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

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

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

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

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

_____ **None of the above apply (Please attach explanation)**

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

Circle one: **History** **Cost of similar commodities or services**

Published prices **Negotiated cost**

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

Iniator: _____ **Date:** 11/18/25
Signature

Verification by Department Head: _____
Signature

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To: Town of Front Royal

Nathan Ruggles

Wastewater Manager

Date 11/12/2025

To whom it may concern:

This document is to confirm that Evoqua Water Technologies is the sole source supplier for Evoqua brands including Davco™ and Envirex™ systems.

Heyward Incorporated of Virginia, Inc is the Representative in your area. No one else is authorized to sell, solicit, or manufacture our products in your area.

If you should have any questions regarding this matter, please feel free to contact me.

Sincerely,

James Sayers

COPY

Evoqua Water

N19W23993 Ridgeview Pkwy, Suite 200

Waukesha, WI 53188

Tel: 262-521-8468

Fax: 262-521-8272

REGULAR COUNCIL MEETING
CONSENT AGENDA STATEMENT

Meeting Date: December 8, 2025 Item# 10B

Agenda Item: Approval of the Award of a Task Order for Solids Dewatering Preliminary Engineering Report and a FY26 Budget Transfer to Allocate the Funds

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

Note: This task order will include the preliminary engineering report, a Wastewater Treatment Plant Capacity Rating Report and Survey/Geotechnical work related to the Town's centrifuge project for the Wastewater Treatment Plant, which are all required by the Department of Environmental Quality (DEQ) to allow the Town to move forward with potential financing for the project.

In accordance with the Virginia Public Procurement Act, C.H.A. Consulting Inc was awarded a contract with the Town of Front Royal for Environmental Engineering Services by Town Council on June 27, 2022.

Budget/Funding: FY26 funds in the amount of $206,980 that are currently budgeted as contingency for potential FY26 debt service on the centrifuge & Riverton Pump Station Project; as well as reallocated $63,020 from the I&I Abatement Contingency Funds that were previously budgeted.

Budget Transfer From

9801-48888	Sewer Fund Contingency	<$206,980.00>
9802-R47998	Sewer Line Maintenance I&I Abatement	<$63,020.00> PO#30801

Budget Transfer To

9801-43002	WWTP Professional Services	$270,000.00

Meetings: Work Session held December 1, 2025

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

Proposed Motion: I move that Council approve awarding a task order for solids dewatering preliminary engineering report to CHA Consulting Inc in the amount of $270,000.00 and a FY26 Budget Transfer to allocate the funds.

Moved _____ ***Seconded*** _____

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

TOWN OF FRONT ROYAL
TASK ORDER 4-2025

SOLIDS DEWATERING PER

This Task Order is being provided under the August 2, 2022 Master Services Agreement (AGREEMENT) for Professional Environmental Engineering Services by and between Town of Front Royal (Town or OWNER) and CHA Consulting, Inc. (CHA or ENGINEER).

Part 1.0 – Project Description

The Front Royal Wastewater Treatment Plant (WWTP) underwent a multimillion-dollar upgrade in 2017, with installation of advanced process technologies including an Autothermal Thermophilic Aerobic Digestion (ATAD) system for volatile solids reduction and pathogen inactivation combined with Storage Nitrification Denitrification Reactor (SNDRTM). The SNDRTM reduces the ammonia in the filtrate and the resultant nitrogen load on the influent as well as improves the dewaterability of the biosolids. Primary sludge and secondary waste activated sludge are co-mingled and sent to the ATAD process to stabilize the sludge. A rotary fan press is used to dewater the sludge and produce a cake suitable for disposal in a landfill.

As part of the upgrade, a BioMagTM system was implemented for enhanced secondary settling and the plant continued to operate the system until 2022. Magnetite is a black iron oxide mineral (Fe3O4) with magnetic properties. It was used as biological flocculation ballast to achieve high secondary settling rates at high mixed liquor suspended solids (MLSS) concentrations to increase treatment capacity and manage variable loads and flows. BiomagTM is marketed as a non-abrasive additive to the treatment system with high recovery and recycle through a proprietary magnetic recovery drum. Plant operations discontinued magnetite addition because it was abrasive and moving parts on submerged equipment, such as mixers and pumps, were being damaged at an accelerated rate. Magnetite recovery was also lower than advertised, and magnetite accumulated in stagnant zones in the biological tanks and in the ATAD system.

The Rotary Fan Press (RFP) was in operation prior to the BioMag and ATAD upgrades. It was theoretically designed to process a flow of 130 GPM. However, even prior to the upgrade, the rotary fan press did not produce its reported operational capacity. ATAD sludge is known to be difficult to dewater. When the upgrades were commissioned, the RFP performance degraded further and currently is able to process a range of 10 to 40 GPM and produces only 15% cake. This slow rate of dewatering is causing the plant staff to operate the RFP for significantly longer hours per day. Also, the landfill has communicated with the WWTP that it does not like the consistency of the sludge produced and would prefer a drier cake.

CHA prepared an initial dewatering PER in 2021, prior to the full scope and scale of the magnetite accumulation and damage issues were known. This original PER recommended installation of a centrifuge dewatering system to replace the RFP system to improve the production rate and reduce operating time of the dewatering process and increase the cake solids percentage for reduced hauling costs to the landfill. However, the centrifuge dewaters ATAD-produced sludge through a high speed rotation of a conical, tile-lined bowl where solids accumulate and water is removed by the centrifugal force. WWTP have since expressed concern (and rightly so) that the high speed rotation may cause accelerated abrasion on the centrifuge unit resulting in high maintenance costs and reduced lifespan.

Front Royal has requested that CHA re-evaluate dewatering options in light of the persistent magnetite presence. Also, CHA will evaluate options for cleaning or accelerating the removal of the magnetite from the ATAD and SNDR tanks, where the Town suspects a substantial amount of magnetite has accumulated. Finally, CHA will update OPCC for the dewatering options assuming that the new dewatering system will be located in the existing RFP building or a newly constructed building specific for the centrifuge (including a redundant backup unit).

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Part 2.0 - Scope of Services

Task 1 - Preliminary Engineering Report (PER)

CHA will undertake the following tasks to provide a supplement to the original PER:

- Site visits: CHA will visit the site upon Notice to Proceed (NTP) to discuss the project with WWTP operations staff and management and obtain updated information on existing equipment, operational data, and operational strategies.
- Evaluate sludge production data collected since discontinuation of the magnetite in the wet process stream. Sludge production of both the primary sludge and waste activated sludge will be documented. If the Biowin model calibration task is approved by the Town, CHA will also project primary sludge and waste activated sludge production using the model based on the re-rated capacity of the plant. In the absence of the model, future sludge production will be based solely on the census population growth.
- Re-visit the decision to select the centrifuge technology for sludge dewatering in light of potential impacts by residual magnetite. This task will include identifying and contacting magnetite installations and preparing a summary of their dewatering process. CHA will make note of the sludge stabilization process (example, aerobic digestions, anaerobic digestion, ATAD-SNDR), sludge dewatering process, and noted issues of cost or maintenance associated with the use of magnetite. CHA will coordinate with a centrifuge manufacturer to assess the impact of the abrasive material on the bowl material of the centrifuge.
- Identify any modifications to the existing dewatering system equipment that have occurred since the original 2021 PER that may impact the dewatering technology selection (sludge feed pumps, sludge feed piping, polymer system, conveyor, and nonpotable water supply).
    - It is not likely that Andritz would be willing to repeat bench scale and demonstration scale dewatering testing without payment. The dewatering chemistry of an ATAD-produced sludge could be impacted by the presence or absence of magnetite because natural magnetite is hydrophilic and may hold on to water. The original bench scale and demonstration scale testing was conducted in October and November 2021 when magnetite was still in use. CHA will update original OPCC based on the original bench scale and demonstration scale testing that evaluated polymer dose and anticipated cake solids, which should result in conservative estimates of dewatering effectiveness compared to attenuating magnetite levels since that time.
- Update the 2021 OPCC with current equipment quotes and escalate costs over a capital improvement plan timeline.
    - Compare costs of centrifuge dewatering with the current method of dewatering.
    - Two capital costs will be prepared for housing the centrifuge. CHA will review the modifications to the existing RFP building to house the centrifuge and determine the best location for the initial centrifuge and evaluate options for installing a second centrifuge in the future. The capital cost estimate will include cost percentages to account for structural, electrical, and HVAC modifications to accommodate the centrifuge equipment, A second capital cost for constructing a new centrifuge dewatering building will also be developed. It is noted that this option will likely have a higher capital cost but will have many benefits compared to retrofitting the existing building.
    - Develop a Present Worth Cost comparison based on a 20-year life cycle term and current discount rate as set by the Federal OMB. The Town will provide current annual operation and maintenance costs that include staff labor, chemical consumption and unit cost, and power bills. Differential costs associate with the centrifuge technology will be accounted in terms of operating time, hauling fees, and chemical consumption, and an estimated power usage for a new building and equipment.
    - Non-economic factors will be considered based upon input from the Town staff. CHA will also include a return-on-investment comparison to compare the current practice to each alternative.

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- Project schedule. The project schedule will reflect estimated duration of design, permitting, funding/financing, and construction.

CHA will prepare the PER supplement in a format suitable for submittal to Virginia DEQ. Note, alternate funding providers (Rural Development) may require a different format, which is outside this immediate scope. One (1) digital copy in a PDF format will be submitted to Town for review and approval. Comments received from the Town will be incorporated into the final report supplement to be submitted to the Town and VDEQ. The final recommendations of the PER supplement will be presented to Town Council at one of the monthly council meetings if requested by the Town.

Task 2 – WWTP Capacity Rating Report

The Front Royal WWTP discontinued the use of magnetite in 2022. Magnetite was being fed continuously since 2017 as part of the WWTP process upgrades to enable the increase of MLSS concentration in the BNR zones while maintaining secondary clarifier performance through ballasted settling. CHA proposes to evaluate and quantify the existing plant hydraulic and treatment capacities for the plant without the use of magnetite given the current influent water quality in terms of BOD, TSS, ammonia, and total phosphorus loading at current dry weather and peak wet weather flow. CHA's evaluation will include a discussion of the VPDES permit limits and BioWin modeling of the existing BNR system using the current influent water quality data.

A 14-day intensive sampling program will be conducted by the Town staff with guidance by CHA to generate sufficient data to enable the calibration of the plant's Biowin Model. The calibrated Biowin model can be used to assess various hydraulic, influent loading, and treatment scenarios. The outcome of the study will be a Re-Rating Study that will define hydraulic and loading capacity of the existing plant without magnetite.

Automated samplers will be set up and maintained by plant staff at 4 locations throughout the treatment process to define and characterize influent loading, treatment, and recycle streams. The WWTP will collect these 24-hour composite samples over a period of 14 days and ship to the analytical laboratory. The four sample locations are plant influent, BNR effluent, secondary clarifier effluent, and filtrate recycle (from ATAD/SNDR). BNR effluent will be assumed equal to the nitrate recycle water quality. WWTP will provide spreadsheets with flow data and bench sheet data for the sample duration. This scope and fee assumes that the WWTP will collect and ship (with associated fees) the samples. CHA has included the autosampler rental and laboratory analytical fees in our budget.

CHA will train the WWTP staff on sample preparation and collection. There is a sample preparation protocol that WWTP staff will need to follow (local laboratories are not willing to perform the sample preparation). It will also be helpful for WWTP staff to measure MLSS, SVI, and sludge blanket depth in the secondary clarifiers to help with data interpretation. This study is not considered to be an intensive study of clarifier performance, but this additional information can aid in making informed observations and insights into operations.

BioWin modeling will evaluate the treatment and hydraulic capacity of the following:

- Secondary treatment (biological nutrient removal (BNR)
- Nitrate recycle pumping
- RAS pumping
- WAS pumping
- Solids pre-thickening
- ATAD and SNDR
- Digested sludge dewatering (rotary fan press)

CHA's evaluation will also include a review of the hydraulic and treatment capacity of the following unit

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processes for the liquid stream in comparison with current Sewage Collection and Treatment (SCAT) Regulations:

- Screening
- Influent pumping
- Grit removal
- Primary clarification
- Secondary clarification
- Disinfection (UV)

This evaluation will determine the current capacity of each unit process. A draft WWTP capacity evaluation report will be provided to the Town for review and comments and a final report will be prepared and provided upon receipt of any Town comments.

Task 3 – Survey and Geotechnical

The Virginia Department of Environmental Quality (DEQ) has provided notice of funding for construction of a dewatering facility at the Front Royal WWTP. DEQ has established an aggressive timeline for loan closing and the timeline for design and bidding of the dewatering facility must be accelerated to meet the loan closing deadline. A parallel schedule between the PER and the survey and geotechnical work for a new dewatering facility will help meet the accelerated design and bidding schedule.

Part 3.0 - Schedule

CHA proposes to provide a draft report for Town review within 90 days of Notice to Proceed.

Part 4.0 – Payments to the Engineer

The total lump sum cost to provide the professional services will not exceed $270,000. The task breakdown is as follows:

Task 1 - Solids Dewatering PER	$60,000
Task 2 – WWTP Capacity Rating Report	$140,000
Task 3 – Survey and Geotechnical	$70,000

Part 5.0 - Signatory

This TASK ORDER No. 5-2025 is executed on the date indicated below.

Town of Front Royal	**CHA Consulting, Inc.**
By: _____ (Signature)	By: _____ (Signature)
Name: B.J. Wilson	Name: Stephen M. Steele, P.E.
Title: Finance Director	Title: Vice President
Date: _____	Date: November 25, 2025

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REGULAR COUNCIL MEETING
AGENDA STATEMENT

Meeting Date: December 8, 2025 Item# 11A

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

Summary: Council is requested to approve and adopt the Rights of Way Vacation Policy as presented.

Note: The current policy has been amended three times in the past 25 years. The document refers to the process to conduct the vacation and conveyance, with the sale price being negotiated with the applicant. To create a fair and unbiased approach to determining the fair market value of the subject property, the draft amendments shall define the guidelines to determine the price per square foot.

Budget/Funding: N/A

Meetings: Work Session held December 1, 2025

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

Proposed Motion: I move that Council approve and adopt the Town of Front Royal Policy for Vacation of Public Rights-of-Way as presented.

Moved _____ ***Seconded*** _____

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

TOWN OF FRONT ROYAL POLICY

VACATION OF PUBLIC RIGHTS-OF-WAYS

The Town's public rights-of-way are subject to local control and the jurisdiction of Council pursuant to §15.2-2000 Code of Virginia. Pursuant to §15.2-2001 Code of Virginia, Council's power and authority over the Town's public rights-of-way and other public places shall be the same, regardless of whether the public right-of-way has been expressly or impliedly dedicated to public use, has been conveyed to the Town by deed, or has been acquired by any other means.

All real property owned in whole or in part by the Town of Front Royal ("Town") shall be under the general control and supervision of the Town Council ("Council"). Council may sell, lease, hold, manage, and control such property as its interests may require pursuant to Town Charter Chapter §1.1, §15.2-1800 Code of Virginia and **Town Code 4-34.**

~~The Town's public rights-of-way are subject to local control and the jurisdiction of Council pursuant to §15.2-2000 Code of Virginia. Council's power and authority over the Town's public rights-of-way and other public places shall be the same, regardless of whether the public right-of-way has been expressly or impliedly dedicated to public use, has been conveyed to the Town by deed, or has been acquired by any other means pursuant to §15.2-2001 Code of Virginia.~~

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PROCEDURE FOR ALTERATION OR VACATION OF RIGHTS-OF-WAY

The Town's public rights-of-ways may be **altered or vacated on motion of Town Council, or on application of any person** ~~be vacated~~ through an application process outlined below:

1. Application. The applicant completes an application accompanied by a current plat of the proposed vacation to the Planning Director or designee. Applications are available on the Town's website or in the Planning/Zoning Office located in Town Hall, 102 E. Main Street.
2. Research. Upon receipt of the completed application, the Planning Department will research the request to determine how the Town acquired the right-of-way. The research shall not take longer than thirty (30) calendar days unless a title exam is needed as determined by the Planning Director, in which case a reasonable additional time will be allowed. Any required examination of title is at the applicant's expense.
3. Staff Comments/Concerns. While the research is being conducted the Planning Director or designee shall notify the departments of Public Works and Energy Services of the proposed requested vacation. The departments, including the Planning Director or designee shall prepare written comments and/or concerns **regarding the requested alteration or vacation** ~~with the application~~.
4. Vacation of interests granted to the Town as a condition of site plan approval, pursuant to Virginia Code §15.2-2270.
    A. Vacation of interests granted to the Town as a condition of site plan approval may be vacated, prior to the sale of any lot, according to either of the following methods:

i. By an executed and acknowledge written instrument of the owner of the land which has been or is to be developed in accordance with the site plan, declaring the interest to be vacated, provided the Town consents to the vacation.

ii. By ordinance of Council in which the subject of approved site plan lies, provided that no interest shall be vacated in an area in which facilities have been constructed pursuant to §15.2-2270 Code of Virginia.

B. Vacation of Plat after Sale of Lot. In cases where any lot has been sold, the plat or part thereof may be vacated according to either of the following methods:

i. By instrument in writing agreeing to the vacation signed by all the owners of lots shown on the plat and signed on behalf of the Town in which the land shown on the plat or part thereof to be vacated lies for the purpose of showing the approval of the vacation.

ii. By ordinance of the Council in which the land shown on the plat or part thereof to be vacated lies on motion of one of its members or on application of any interested person. The ordinance shall not be adopted until after notice has been give as required by §15.2-2204. The notice shall clearly describe the plat or portion thereof to be vacated and state the time and place of the meeting of the governing body at which the adoption of the ordinance will be voted upon. Any person may appear at the meeting for the purpose of objecting to the adoption of the ordinance.

C. Effect of Vacation. The recordation of the instrument shall operate to destroy the force and effect of the recording of the plat or part thereof so vacated, and to vest fee simple title to the to the centerline of any streets, alleys or easement for public passage so vacated in the owners of abutting lots free and clear of any rights of the public or other owners of lots shown on the plat, but subject to the rights of the owners of any public utility installations which have been previously erected therein. If any street, alley or easement for public passage is located on the periphery of the plat, the title for the entire width thereof shall vest in the abutting lot owners. The fee simple title to any portion of the plat so vacated as was set apart for other public use shall be revested in the owners, if any, who signed the statement required by Virginia Code §15.2-2264 free and clear of any rights of public use in the same.

5. Vacation of interests acquired by the Town other than as a condition of site plan approval, pursuant to Virginia Code §15.2-2006

A. Application is forwarded to the Town Manager's Office for continuation of the vacation of rights-of-way process outlined ~~in paragraphs 5-8,~~ below.

i. Work Session. Town Manager places the application on the next Town Council Work Session for staff to provide Council with an overview of the application.

ii. 1st Public Hearing. The Clerk of Council or designee shall advertise a notice of public hearing with the first notice appearing no more than 28 days before and the second notice appearing no less than seven days before the hearing, and shall notify the abutting property owner(s) of the public hearing. The applicant shall reimburse the Town for the costs of the public hearing advertisements and certified letters pursuant to §15.2-2006 Code of Virginia. Following the public

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hearing, Council may deny the application, may postpone action and appoint three (3) to five (5) viewers to view the public way and report any inconvenience that would result from granting application, or may **approve the application** and pursue the sale of the property pursuant to §15.2-2008 Code of Virginia. **Council may, as a condition to a vacation or abandonment, require the fractional portion of its public rights-of-way and easements to be purchased by any abutting property owner(s). If an applicant requests a vacation to accommodate the expansion or development of an existing or proposed business, the Council may condition the vacation upon the commencement of the expansion or development within a specified period of time. Failing to commence within such time may render the vacation, at the option of Council, void, pursuant to §15.2-2006 Code of Virginia.**

iii. 2nd Public Hearing. If Council **conditions** ~~elects to condition~~ the vacation of rights-of-way on the sale **of fractional portions of** the property to abutting property owners pursuant to §15.2-2008 and §15.2-1800, Council shall hold a second public hearing before approving the vacation and the sale of the property to abutting property owner(s) at a previously negotiated price. Council may hold a closed meeting pursuant to §2.2-3711(A)(3) Code of Virginia to consider disposing of the property at the negotiated sale price(s) prior to the 2nd Public Hearing. **Pursuant to Virginia Code §15.2-2008, the sale price shall be no greater than the property's fair market value or its contributory value to the abutting property, whichever is greater, or the amount agreed to by the parties. The fair market value shall be determined by the average price per square foot for all abutting properties at their current tax assessed value provided by Commissioner of the Revenue's Office, and the sale price will then be calculated by the total area of land to be purchased. No such vacation shall be concluded until the agreed price has been paid. If any abutting property owner does not pay for such owner's fractional portion within one year, or other time period made a condition of the vacation, then the conditional vacation shall be void.**

~~1. If an applicant requests a vacation to accommodate the expansion or development of an existing or proposed business, the Council may condition the vacation upon the commencement of the expansion or development within a specified period of time. Failing to commence within such time may render the vacation, at the option of Council, void, pursuant to §15.2-2006 Code of Virginia.~~

iv. Execution/Recording. Upon final approval by Council **of a sale of factional portions of the property to abutting property owner(s) pursuant to a conditional vacation ordinance under 5**, above, the Town Attorney shall cause a certified copy of the ordinance of vacation to be recorded as deeds are recorded. A conditional vacation shall not be recorded until **all of** the condition**s of the vacation ordinance have** been met pursuant to §15.2-2006 Code of Virginia.

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

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Council Approval – June 12, 2000

Council Approval – September 28, 2020

Council Approval – October 24, 2022

Town Manager Approved – January 9, 2023

Council Approval – [DATE]

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REGULAR COUNCIL MEETING
AGENDA STATEMENT

Meeting Date: December 8, 2025 Item# 11B

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

Summary: Council is requested to consider approval of a joint request from Warren County and 444 Baugh, LLC for water and sewer service within the Route 522/340 North Corridor. The property consists of approximately 71.0859 acres identified as Tax Map 12G--2-1--10A and located on the east side of Baugh Drive.

The attached applications and preliminary plans propose three (3) buildings for light general industrial/warehouse. The proposed connections and usage can be defined below.

	BUILDING 1	BUILDING 2	BUILDING 3	TOTAL
Building Sq. Ft.	328,600	261,600	99,000	**689,200**
Gallons per Day (GPD)	9,900	7,950	3,000	**20,850**
Employees	330	265	100	**695**
Water Line (Inches)	2.0	1.5	1.5	
Fire Line (Inches)	8.0	8.0	6.0	

Budget/Funding:

9601-3161703 Water Fund Revenue System Development Fees
9801-3161703 Sewer Fund Revenue System Development Fees

9601-3161907 Water Fund Revenue Sale of Water Out of Town
9801-3161908 Sewer Fund Revenue Sale of Sewer Out of Town

Meetings: Work Session held December 1, 2025

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

Moved _____ *Seconded* _____

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

COUNTY OF WARREN

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

Bradley N. Gotshall
County Administrator

MEMORANDUM

TO: Chase Lenz, Zoning Administrator

FROM: Zach Henderson, Deputy Clerk of the Board

SUBJECT: Authorization for Out-of-Town Utility Connection Applications to Front Royal Town Council - 444 Baugh Drive (3 Buildings)

DATE: 10/22/2025

The Board of Supervisors, at its meeting on October 21st, 2025, requested that the Town of Front Royal provide water and sewer service to the property identified on tax map 12G, section 2, block 1, as parcel 10A.

CHAIR, Jerome K. Butler Happy Creek District | **VICE CHAIR, John W. Stanmeyer** Shenandoah District | **Cheryl L. Cullers** South River District | **Hugh B. Henry** Fork District | **Dr. Richard A. Jamieson** North River District | **Bradley N. Gotshall** County Administrator

APPLICATION FOR OUT-OF-TOWN UTILITY CONNECTION

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

Application Date: Sept 28, 2025

Owner(s) / Applicant(s) Full Name: Luke Pullman c/o 444 Baugh, LLC

Mailing Address: 49 Riverside Ave.

City/State/Zip: Westport, CT 06880

Daytime Phone: 203-454-8700 Email: _____

Property Address/Lot #: Building #1 Tax Map: 12G, Sec 2J, Blk 1, parcel 10A.

IF RESIDENTIAL:

Type of Unit: ☐ Single Family ☐ Townhouse ☐ Duplex/Multi Family

IF COMMERCIAL or INDUSTRIAL:

Type of Business: Light General Industrial / Warehouse (Bldg #1)

Number of Employees: 330 Hours of Operation: 0700-1800

Estimated Usage: 9,900 gallons per day

ALL APPLICANTS:

Number of Toilets: 28 Urinals: 12 Sinks: 32 Tubs/Showers: 12

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

Fire Suppression Required: (Yes) / No Meter size 8"

THIS SECTION TO BE COMPLETED BY WARREN COUNTY PLANNING DEPARTMENT

Application Approved by Board of Supervisors: See attached memo Date: 10/21/2025

Application Approved by Building Department: _____ Date: _____

Application Approved by Planning Staff: _____ Date: _____

Zoning Administrator
~~Director of Planning~~ Signature: Chase Leny Date: 10/27/2025

TOWN APPROVAL PROCESS

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

APPLICATION FOR OUT-OF-TOWN UTILITY CONNECTION

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

Application Date: 9/28/25

Owner(s) / Applicant(s) Full Name: LUKE PULLMAN c/o 444 Baugh, LLC

Mailing Address: 49 Riverside Ave.

City/State/Zip: Westport, CT 06880

Daytime Phone: 203-454-8700 Email: lpullman@hkgrp.com

Property Address/Lot #: BUILDING #2 TAX MAP: 12G, Sec 2, BLK 1, parcel 10A

IF RESIDENTIAL:

Type of Unit: ☐ Single Family ☐ Townhouse ☐ Duplex/Multi Family

IF COMMERCIAL or INDUSTRIAL:

Type of Business: LIGHT GENERAL INDUSTRIAL / WAREHOUSE (BLDG #2)

Number of Employees: 265 Hours of Operation: 0700 - 1800

Estimated Usage: 17,950 gallons per day

ALL APPLICANTS:

Number of Toilets: 21 Urinals: 8 Sinks: 27 Tubs/Showers: 8

Size of Meter (Must match water service size): 1.5"

Fire Suppression Required: (Yes) / No Meter size 8"

THIS SECTION TO BE COMPLETED BY WARREN COUNTY PLANNING DEPARTMENT

Application Approved by Board of Supervisors: See attached memo Date: 10/21/2025

Application Approved by Building Department: _____ Date: _____

Application Approved by Planning Staff: _____ Date: _____

Zoning Administrator
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APPLICATION FOR OUT-OF-TOWN UTILITY CONNECTION

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

Application Date: 9/28/25

Owner(s) / Applicant(s) Full Name: LUKE PULLMAN c/o 44 Baugh, LLC

Mailing Address: 49 Riverside Ave.

City/State/Zip: Westport, CT 06880

Daytime Phone: 203-454-8700 Email: lpullman@chkgrp.com

Property Address/Lot #: Building #3 TAX MAP: 12G, Sec. 2, Blk 1, parcel 10A.

IF RESIDENTIAL:

Type of Unit: ☐ Single Family ☐ Townhouse ☐ Duplex/Multi Family

IF COMMERCIAL or INDUSTRIAL:

Type of Business: LIGHT GENERAL INDUSTRIAL / WAREHOUSE (BLDG #3)

Number of Employees: 100 Hours of Operation: 0700 - 1800

Estimated Usage: 3000 gallons per day

ALL APPLICANTS:

Number of Toilets: 10 Urinals: 2 Sinks: 12 Tubs/Showers: 4

Size of Meter (Must match water service size): 1.5"

Fire Suppression Required: (Yes) / No Meter size 6"

THIS SECTION TO BE COMPLETED BY WARREN COUNTY PLANNING DEPARTMENT

Application Approved by Board of Supervisors: see attached memo Date: 10/21/2025

Application Approved by Building Department: _____ Date: _____

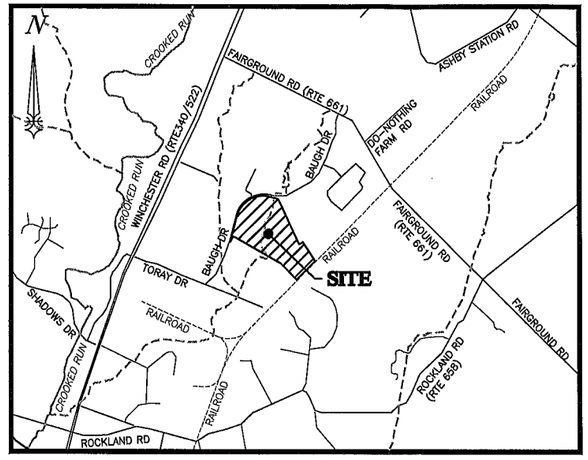
Application Approved by Planning Staff: _____ Date: _____

Zoning Administrator
~~Director of Planning~~ Signature: Chase Lenz Date: 10/27/2025

TOWN APPROVAL PROCESS

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- ✓ Review of Site Plans if applicable (Three Weeks per submittal)
- ✓ If Commercial–Completion of PILOT Agreement, if applicable-through Town Attorney's Office (Two Weeks)
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- ✓ Developer provides and installs all equipment (pipes, valves, meters, etc.)

I-66 COMMERCE CENTER
AT
BAUGH DRIVE
NORTH RIVER-COUNTY DISTRICT
WARREN COUNTY, VIRGINIA
PRELIMINARY/CONCEPT PLAN



VICINITY MAP SCALE: 1" = 2000'

COMMONWEALTH OF VIRGINIA
M.M. MILLS III
LIC. No. 19880
PROFESSIONAL ENGINEER

SITE DETAILS

TAX MAP #(S)

PARCEL #(S)

INST. #: 57

ADDRESS 444 BAUGH DRIVE
FRONT ROYAL, VIRGINIA 22630

ZONING: INDUSTRIAL

REZONING: NONE

LAND USE: PRESENT: VACANT, PROPOSED: WAREHOUSE/INDUSTRIAL

SETBACKS: BAUGH DRIVE/RTE 702 FRONTAGE:
50' BUILDING SETBACK (LANDSCAPING 10')
5' PARKING SETBACK
ADJACENT SIDE/REAR YARD:
15' BUILDING SETBACK
5' PARKING SETBACK

PROJECT AREA: 71.0859 AC

TOTAL LOD AREA: TBD AC

FLOOR AREA RATIO (FAR): 689,200 SF / 3,096,501 SF = 0.22

PARKING INFO: WHOLESALE BUSINESS, STORE, OR WAREHOUSE
-WAREHOUSE (USING 1/2,000 SF) = 0
SPACES REQD.
0 HC SPACES
0 TOTAL SPACES

BUILDING DETAILS

USE: INDUSTRIAL

HEIGHT: 1 STORY

SQUARE FOOTAGE: 3 BUILDINGS (328,600 SF, 261,600 SF, 99,000 SF) = 689,200 SF TOTAL

MISCELLANEOUS DETAILS

UTILITIES	YES	NO
COUNTY WATER	X	
COUNTY SEWER	X	

SPECIAL FLOOD HAZARD AREA INFORMATION

SPECIAL FLOOD HAZARD AREA (FLOODPLAIN)
YES ☐ NO ☒

TRAFFIC DATA (PER ITE 11th EDITION)

APPROXIMATE MATERIALS QUANTITIES

WATER (PUBLIC)

WATER (PRIVATE)

SANITARY SEWER (PUBLIC)

SANITARY SEWER (PRIVATE)

EROSION AND SEDIMENT CONTROL MEASURES
QUANTITIES (FOR COUNTY USE ONLY)

LIMITS OF DISTURBANCE (LOD)	0 AC
CONSTRUCTION ENTRANCE	0 EA
SILT FENCE	0 LF
SUPER SILT FENCE	0 LF
TREE PROTECTION	0 LF
WETLAND PROTECTION	0 LF
INLET PROTECTION	0 EA
RIPRAP	0 CY
SEDIMENT BASIN	0 CY
BAFFLES	0 LF
STOCKPILE	0 CY
TEMPORARY SEEDING	0 AC
PERMANENT SEEDING	0 AC

MISS UTILITY
CALL BEFORE YOU DIG

BEFORE YOU DIG CALL
811
GIVE THREE WORKING DAYS NOTICE
PROTECT YOURSELF

LEGEND

PROPOSED		EXISTING	
	PROPERTY LINE		PAVEMENT
	CULVERT OR STORM SEWER PIPE		PROPERTY LINE
(#-#)	DRAINAGE STRUCTURE NUMBER	SAN.	SANITARY SEWER
SMH-# SAN.	SANITARY (SAN) SEWER	WATER	WATER LINE
8"WATER	WATER LINE	OHE	POWER LINE
174	FINISHED GRADE CONTOUR ELEVATION	UGT	TELEPHONE LINE (U DENOTES UNDERGROUND, OH DENOTES OVERHEAD)
EP	EDGE OF PAVEMENT GRADE	G	GAS LINE
TC	TOP OF CURB GRADE		CULVERT OR STORM SEWER PIPE
FL	FLOW LINE GRADE		FIRE HYDRANT
P	PAVEMENT GRADE		BENCH MARK LOCATION
C	CONCRETE GRADE	174	EXISTING CONTOUR ELEVATION

12 TH ORDER HYDROLOGIC CODES (HUCs):
HUC 020700070101 – PS79–CROOKED RUN

SWM NOTES:

THE STORMWATER PLAN FOR THIS PROJECT IS SUBJECT TO PART IIB TECHNICAL REQUIREMENTS AND COVERED BY GENERAL PERMIT NUMBER _____.
THE DISTURBED AREA FOR THIS PROJECT TOTAL .

CONTRACTOR SHALL COMPLY WITH THE VIRGINIA STORM WATER MANAGEMENT PERMIT. A STORM WATER POLLUTION PREVENTION PLAN WILL BE PROVIDED WITH THIS PLAN AND SHALL BE IMPLEMENTED BY THE CONTRACTOR FOR THIS CONSTRUCTION ACTIVITY.

RESPONSIBLE LAND DISTURBER:

NAME: REG. NO.:

FILE DISCLAIMER:

IF THESE FILES ARE MODIFIED AFTER RECEIVED, THE RECEIVER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS, OUR FIRM "RK&K", FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, LOSSES, DAMAGES OR COSTS FROM THE USE OF OUTDATED DESIGN FILES.

THE OFFICIAL DOCUMENTS OF RECORD ARE THE PAPER, MYLAR, OR VELLUM DOCUMENTS WHICH BEAR THE COMPANY SEAL AND SIGNATURES. IF DIGITAL FILES HAVE BEEN PROVIDED TO THE CLIENT AND/OR CONTRACTOR, THOSE FILES ARE FOR CONVENIENCE ONLY AND DO NOT SUPERCEDE THE SIGNED PLAN SET.

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PLAN REVISIONS –

SHEET C0.00

SCALE N/A

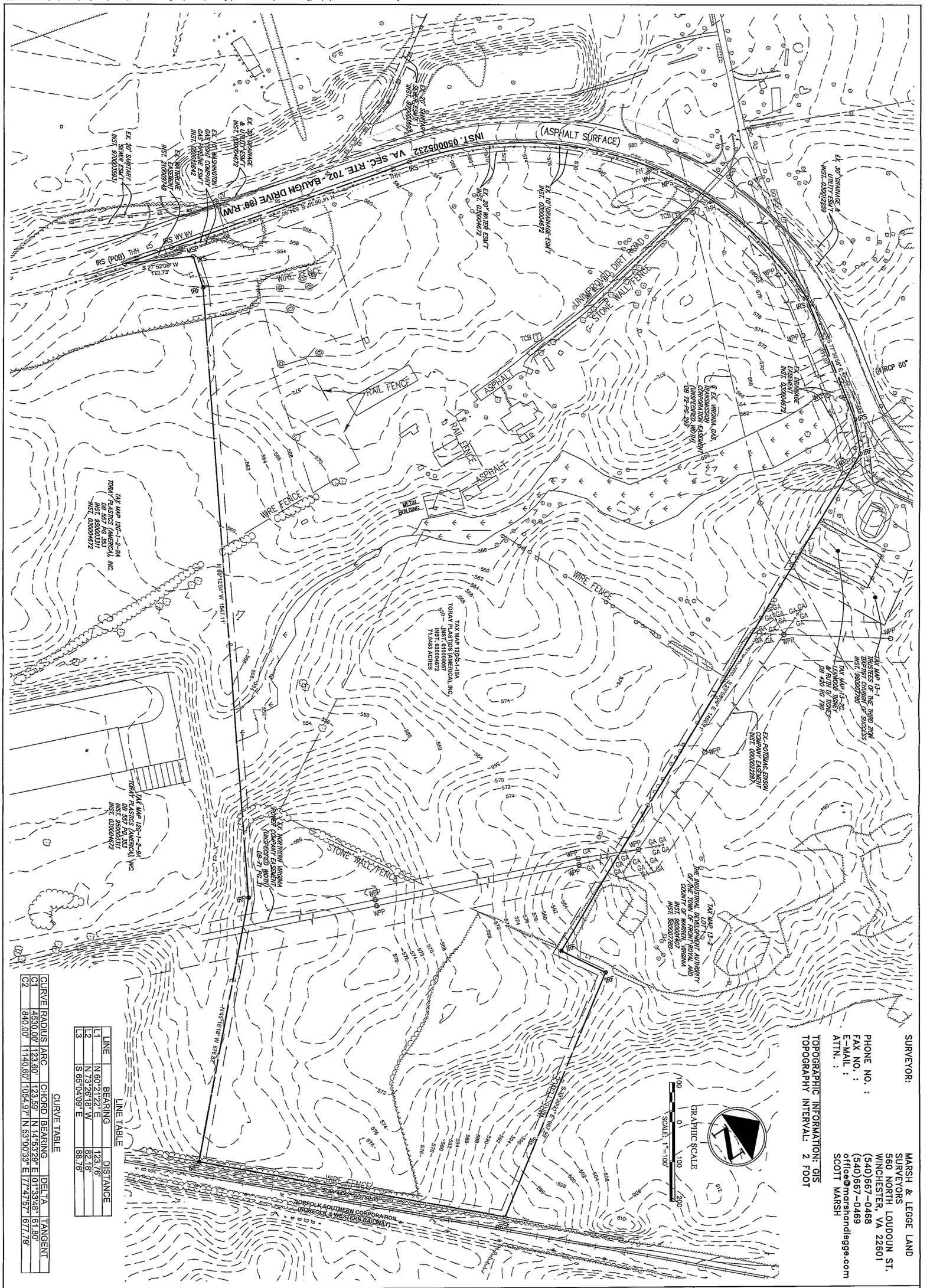
I-66 COMMERCE CENTER
FRONT ROYAL CONCEPT PLAN
WARREN COUNTY, VIRGINIA

COVER SHEET

DATE:	08/25
ENGINEER:	JLR
CHECKED:	JPK
CAD:	PCP
JOB#:	25205

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P: 804.782.1903
2100 E. Cary St. Suite 309| Richmond, VA 23223
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CURVE TABLE						
CURVE	RADIUS	ARC	CHORD	BEARING	DELTA	TANGENT
C1	4530.00'	123.60'	123.59'	N 14°53'29" E	01°33'48"	61.80'
C2	840.00'	1140.60'	1054.97'	N 53°00'33" E	77°47'57"	677.79'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 66°21'02" E	123.76'
L2	N 73°28'18" W	82.18'
L3	S 65°04'09" E	88.76'

SURVEYOR:

MARSH & LEGGE LAND SURVEYORS
560 NORTH LOUDOUN ST.
WINCHESTER, VA 22601
PHONE NO. : (540)667-0468
FAX NO. : (540)667-0469
E-MAIL : office@marshandlegge.com
ATTN. : SCOTT MARSH

TOPOGRAPHIC INFORMATION: GIS
TOPOGRAPHY INTERVAL: 2 FOOT

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DATE:	08/25
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CAD:	PCP
JOB#:	25205

I-66 COMMERCE CENTER
FRONT ROYAL CONCEPT PLAN
WARREN COUNTY, VIRGINIA

EXISTING CONDITIONS

SHEET C1.00

SCALE 1"=100'

PLAN REVISIONS –

GRAPHIC SCALE

100 0 100 200

SCALE: 1"=100'

EX. 30' DRAINAGE & UTILITY ESM'T INST. 030012259

EX. DRAINAGE EASEMENT INST. 030004672

EX. POTOMAC EDISON COMPANY EASEMENT INST. 0000022287

℄ EX. VIRGINIA GAS TRANSMISSION CORPORATION EASEMENT (UNSPECIFIED WIDTH) DB 72 PG 299

RETAINING WALL

RETAINING WALLS

SWM AREA

OUTLET PROTECTION

EX. 20' DRAINAGE ESM'T INST. 030004672

EX. 20' WATER ESM'T INST. 030004672

EX. 20' SANITARY SEWER ESM'T INST. 970003593

BUILDING 1
328,600 SF
277 SPACES
FFE = 569.00

BUILDING 2
261,600 SF
159 SPACES
FFE = 570.75

BUILDING 3
99,000 SF
116 SPACES
FFE = 575.00

TRAILER DROPS

RAMP (TYP.)

EX. 30' DRAINAGE & UTILITY ESM'T INST. 030004672

EX. 10' WASHINGTON GAS LIGHT COMPANY GAS PIPELINE ESM'T INST. 050012642

EX. WATERLINE EASEMENT INST. 210009749

PROPOSED VARIABLE WIDTH ACCESS EASEMENT

EX. NORTHERN VIRGINIA POWER COMPANY EASEMENT (UNSPECIFIED WIDTH) DB 71 PG 31

EX. 8" SANITARY

S 77°30'58" E 331.07'

S 25°08'06" E 1466.71'

S 33°30'31" E 667.29'

N 60°12'04" W 1547.1

N 45°15'18" W 676.62'

S 44°44'42" W 760.00'

S 62°48'39" W 172.72'

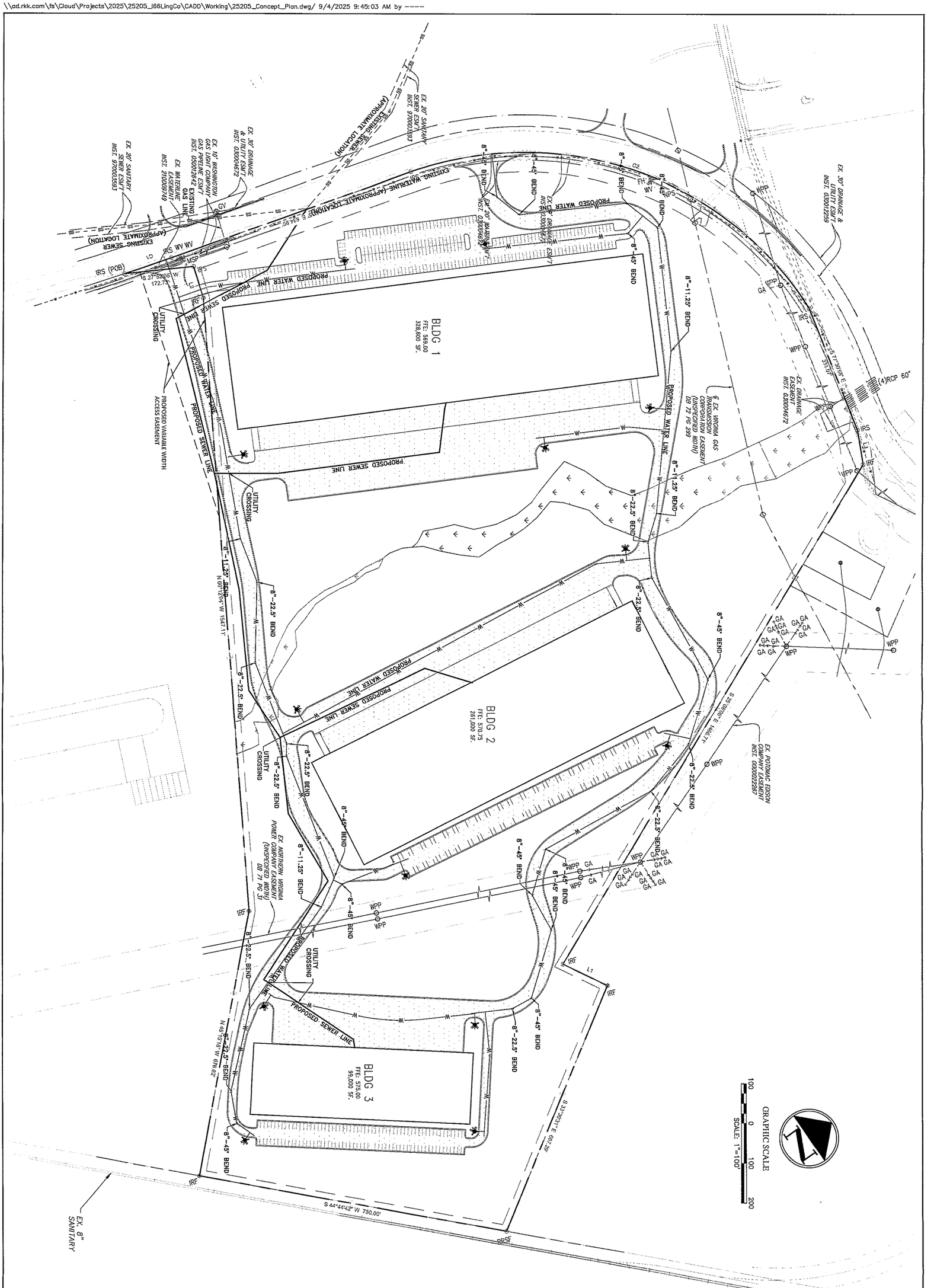
I-66 COMMERCE CENTER
FRONT ROYAL CONCEPT PLAN
WARREN COUNTY, VIRGINIA

CONCEPTUAL LAYOUT PLAN

PLAN REVISIONS –	
SHEET	C2.00
SCALE	1"=100'
DATE:	08/25
ENGINEER:	AR
CHECKED:	MMM
CAD:	PCP
JOB#:	25205

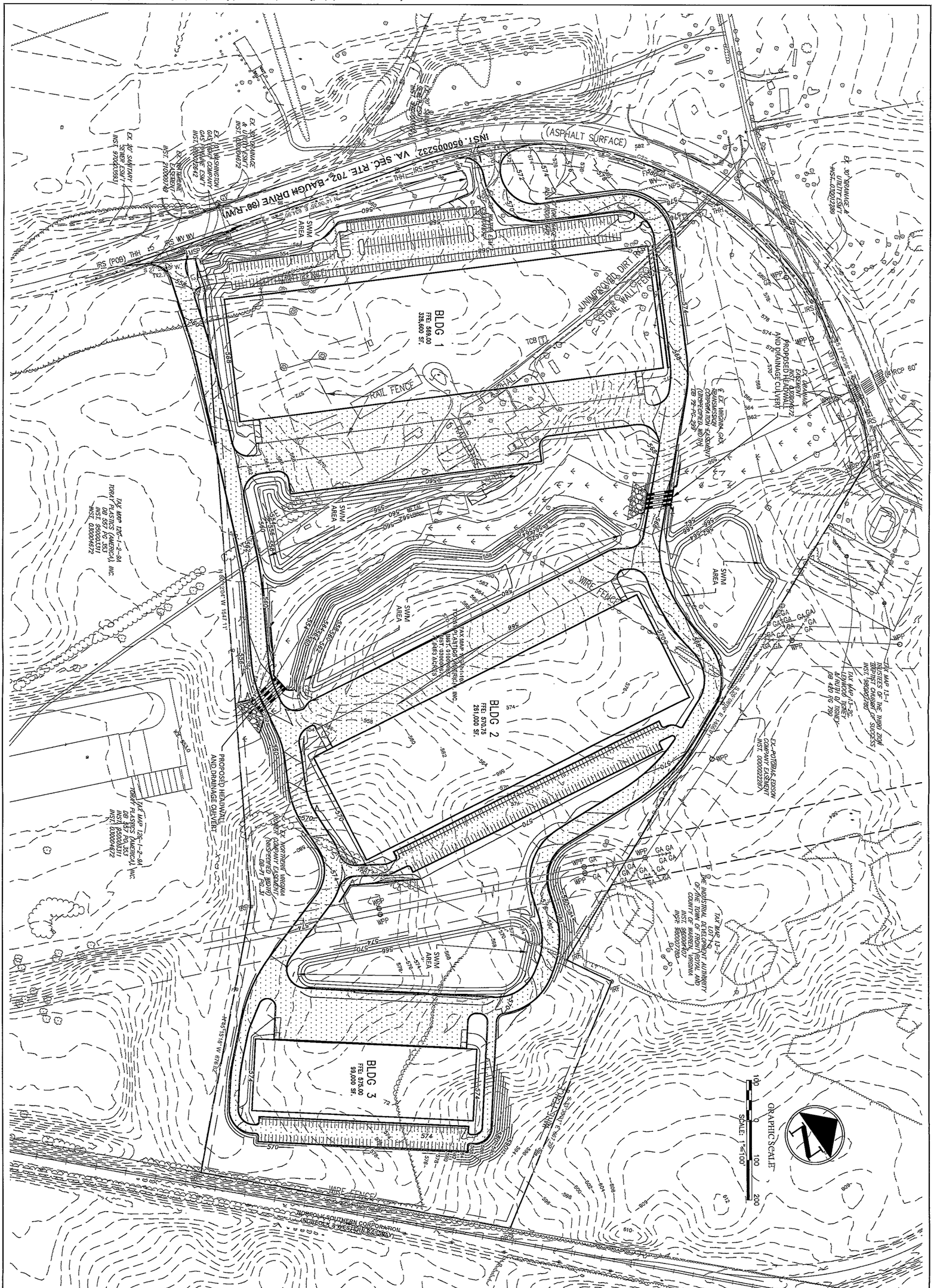
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RKK P: 804.782.1903 2100 E. Cary St. Suite 309 | Richmond, VA 23223 Engineers | Construction Managers | Planners | Scientists www.rkk.com Responsive People | Creative Solutions		DATE: 08/25 ENGINEER: JLR CHECKED: JPK CAD: PCP JOB#: 25205	I-66 COMMERCE CENTER FRONT ROYAL CONCEPT PLAN WARREN COUNTY, VIRGINIA CONCEPTUAL UTILITY PLAN	SHEET C4.00 SCALE 1"=100'	PLAN REVISIONS –

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RK&K P: 804.782.1903 2100 E. Cary St. Suite 309 | Richmond, VA 23223 Engineers | Construction Managers | Planners | Scientists www.rkk.com Responsive People | Creative Solutions		DATE: 08/25 ENGINEER: AR CHECKED: MMM CAD: PCP JOB#: 25205	I-66 COMMERCE CENTER FRONT ROYAL CONCEPT PLAN WARREN COUNTY, VIRGINIA CONCEPTUAL GRADING PLAN	SHEET C3.00 SCALE 1"=100'	PLAN REVISIONS –

Out of Town Utility Application

Applicant: 444 Baugh, LLC

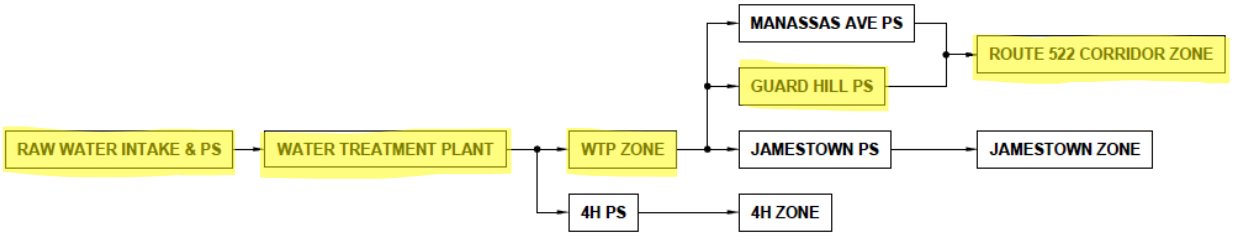
Location: 0 Baugh Drive, Tax Map 12G--2-1--10A, 71.0859 acres

Proposed Use: Three (3) buildings for light general industrial/warehouse

	BUILDING 1	BUILDING 2	BUILDING 3	TOTAL
Building Sq. Ft.	328,600	261,600	99,000	**689,200**
Gallons per Day (GPD)	9,900	7,950	3,000	**20,850**
Employees	330	265	100	**695**
Water Line (Inches)	2.0	1.5	1.5	
Fire Line (Inches)	8.0	8.0	6.0	

Available Capacity: Water

- Request: 20,850 GPD
- Available Daily Excess Capacity after Development: 210,000 GPD

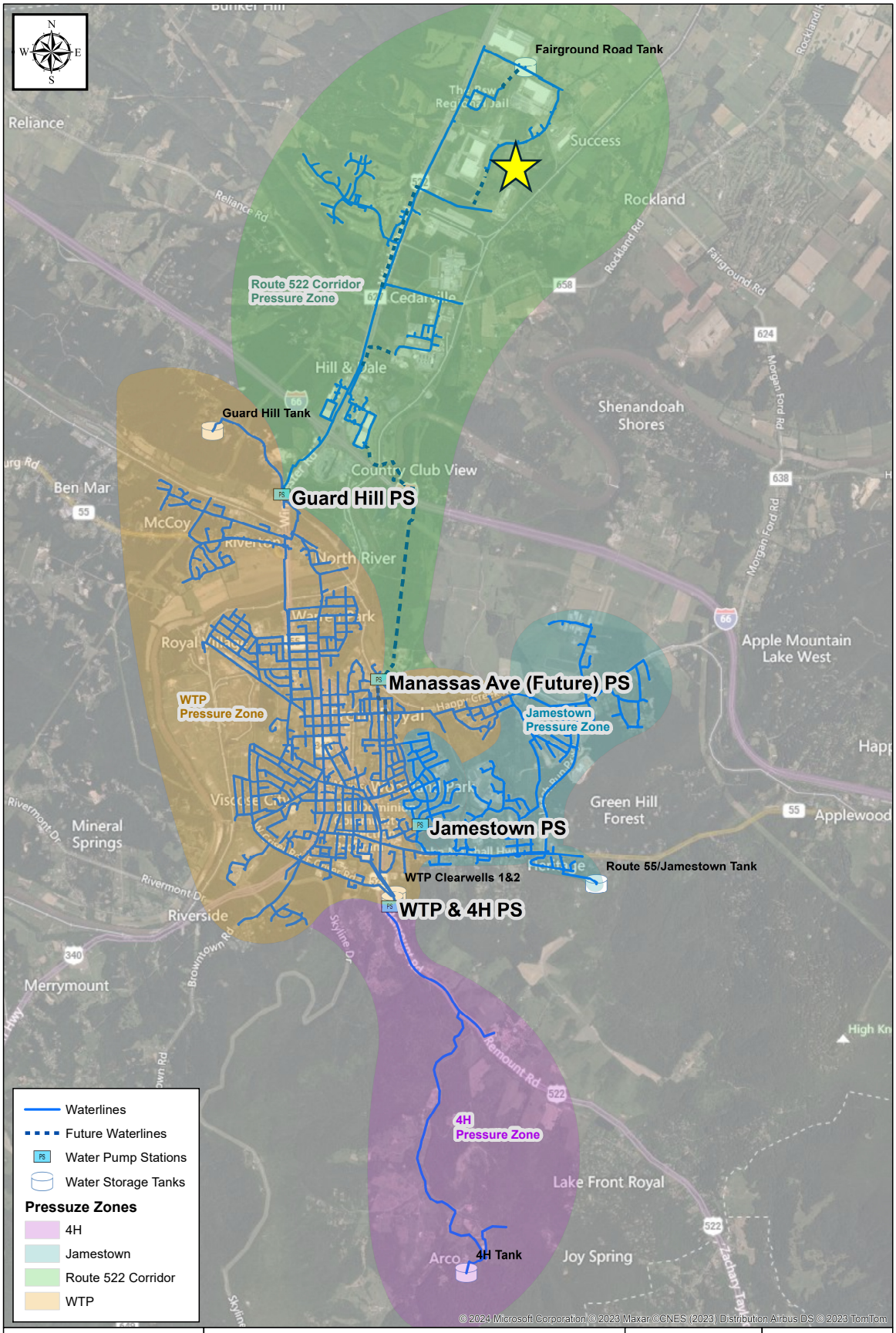


Water Element	Raw Water Intake & PS	Water Treatment Plant	Guard Hill PS	Future Manassas Ave PS	Jamestown PS	4H PS	WTP Zone Distribution System
Zone Served	All	All	Route 522 Corridor		Jamestown	4H	WTP Zone
Existing Daily Flow (MGD)	2.11	2.02	0.53		0.33	0.07	1.10
Committed to Dominion Power, but Unused (MGD)	0.52	0.52	0.52		-	-	-
Sum of Existing and Committed Flow (MGD)	2.64	2.54	1.05		0.33	0.07	1.10
Permitted Capacity (MGD)*	3.49	4.00	-	-	-	-	-
Design Capacity (MGD) **	8.00	5.94	1.63	1.63	0.41	0.09	2.20
*Available Infrastructure's Capacity after Existing & Committed Flows (MGD)****	*5.36*	*3.40*	*2.21*		*0.09*	*0.02*	*1.10*
Projected Total Development Estimated Flow (MGD)	0.64	0.64	0.30		0.26	0	0.08
Limiting Facility/Permit***	Raw Water Permit	Raw Water Permit	Raw Water Permit		Jamestown PS	4H PS	Raw Water Permit
Available Daily Excess Capacity after Development (MGD)	**0.21**	**0.82**	**0.21**		**-0.17**	**0.02**	**0.21**
Notes	4.8 MGD of capacity in infrastructure. Updated permit may required new screens. once permit updated	2.8 MGD of capacity in infrastructure. Permit can be obtained with little expense	1.97 MGD of distribution system capacity available once Manassas Ave PS and Raw & Plant permiting completed.		2026 Upgrade planned	2026 Upgrade planned	1.02 MGD of distribution system capacity available once Raw & Plant permiting completed.

Existing flow data taken from May 2024 to April 2025, except for 4H pump station which had a major leak from Jan 2024-Aug 2024

**Raw Water Intake & PS Annual average permitted capacity is 3.49 MGD, Max day cannot exceed 5.94 MGD, max month is 4.27 MGD*

*** Pump station capacity is based on 16 hours of operation per day . WTP & Raw Water PS based on 24 hr/day operation*



CHA
1341 Research Center Dr • Blacksburg, Va 24060
540-552-5548 • www.chasolutions.com

EXISTING WATER DISTRIBUTION SYSTEM
TOWN OF FRONT ROYAL, VIRGINIA

0 2,500 5,000 Feet

1 inch = 5,000 feet

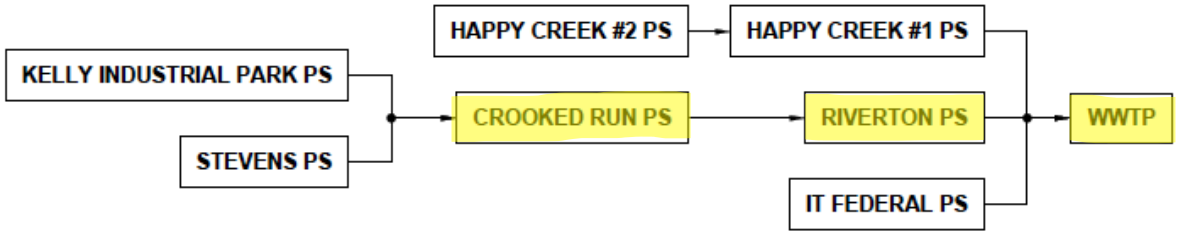
PROJECT NO. 86180

FEBRUARY 2024

FIGURE 2.1

Available Capacity: Sewer

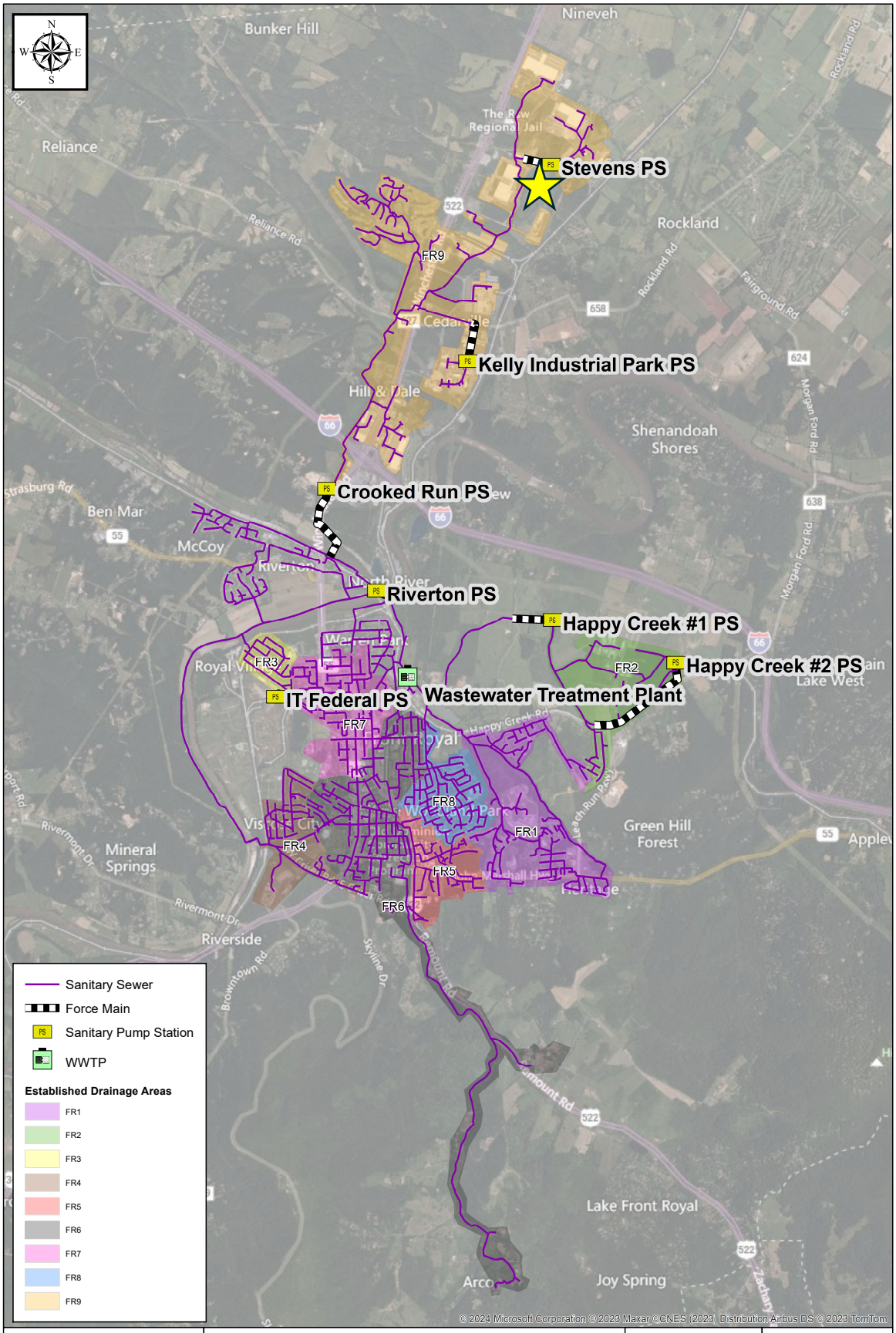
- Request: 20,850 GPD
- Available Daily Excess Capacity: 870,000 GPD
    - *The Sewer available capacity is evaluated with the Average Daily Flow. During Peak Day Flow, the system may observe much higher flow rates.*



Sanitary Sewer System Excess Capacity: Sep 2025 Update

Wastewater Element	WWTP	Riverton PS	Crooked Run PS	Kelly Industrial Park PS	Stevens PS	Happy Creek #1 PS	Happy Creek #2 PS	IT Federal PS
2022 Average Daily Flow (MGD)	4.82	1.03	0.36	0.003	0.01	0.07	0.02	0.0002
2023 Average Daily Flow (MGD)	4.12	0.89	0.37	0.003	0.01	0.05	0.01	0.0007
2024 Average Daily Flow (MGD)	4.46	0.87	0.31	0.003	0.01	0.07	0.03	0.0010
2025 Average Daily Flow (MGD)	3.79	0.77	0.28	0.003	0.01	0.04	0.01	0.0010
2022 Peak Day Flow (MGD)	11.60	3.60	0.85	0.041	0.07	0.63	0.18	0.0060
2023 Peak Day Flow (MGD)	9.74	1.70	0.67	0.019	0.07	0.36	0.13	0.0160
2024 Peak Day Flow (MGD)	10.80	3.51	1.86	0.039	0.30	0.98	0.62	0.0200
2025 Peak Day Flow (MGD)	6.06	1.00	0.44	0.004	0.03	0.11	0.08	0.0020
Projected Total Development Estimated Flow (MGD)	0.64	0.09	0.05	0	0.005	0.10	0.00	0.00
Design Capacity (MGD)	*5.30*	*2.74*	*1.73*	*0.28*	*1.44*	*0.32*	*0.32*	*0.19*
Available Daily Excess Capacity (MGD)	**0.87**	**1.88**	**1.40**	**0.28**	**1.43**	**0.19**	**0.32**	**0.19**
Peak Day Excess Capacity (MGD)	-	1.64	1.24	0.28	1.41	0.12	0.24	0.19

Notes: 2023 information does not include December, 2024 information does not include November & December, 2025 information ranges from May 1 2024 to April 30 2025

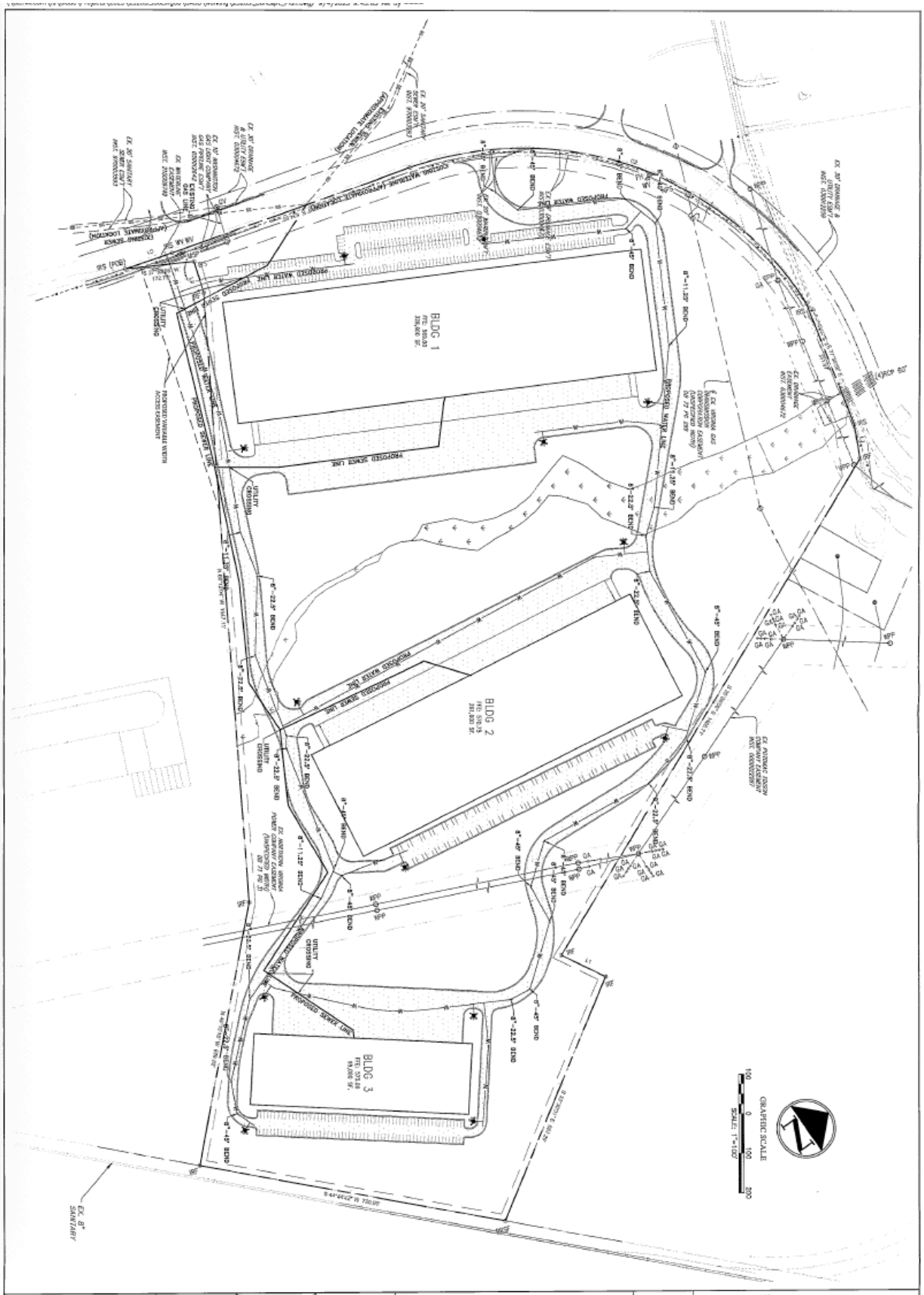


CHA
1341 Research Center Dr • Blacksburg, Va 24060
540-552-5548 • www.chasolutions.com

EXISTING SANITARY SEWER SYSTEM
TOWN OF FRONT ROYAL, VIRGINIA

0 2,500 5,000 Feet
1 inch = 5,000 feet

PROJECT NO. 86180
FEBRUARY 2024
FIGURE 3.1



RK&K
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2103 E. Cary St. Suite 309 | Richmond, VA 23223
Engineers | Construction Managers | Planners | Scientists
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DATE:	08/25
ENGINEER:	JLR
CHECKED:	JPK
CAD:	PCP
JOB#:	25205

I-66 COMMERCE CENTER
FRONT ROYAL CONCEPT PLAN
WARREN COUNTY, VIRGINIA

CONCEPTUAL UTILITY PLAN

SHEET C4.00

SCALE 1"=100'

PLAN REVISIONS –

Out of Town Utility Application

Applicant: 444 Baugh, LLC

Location: 0 Baugh Drive, Tax Map 12G--2-1--10A, 71.0859 acres

Proposed Use: Three (3) buildings for light general industrial/warehouse

	BUILDING 1	BUILDING 2	BUILDING 3	TOTAL
Building Sq. Ft.	328,600	261,600	99,000	**689,200**
Gallons per Day (GPD)	9,900	7,950	3,000	**20,850**
Employees	330	265	100	**695**
Water Line (Inches)	2.0	1.5	1.5	
Fire Line (Inches)	8.0	8.0	6.0	

Warren County Zoning Ordinance

https://ecode360.com/9745523

§ 180-8 Definitions.

DISTRIBUTION FACILITY

An establishment engaged in the receipt, storage and distribution of goods, products, cargo and materials, including transshipment by rail, air or motor vehicle. This definition shall include facilities for the maintenance, cleaning and repair of motor vehicles, including tractors and trailers, owned or leased by the establishment, and for the parking of such motor vehicles used as an accessory of the industrial use of the property. All such facilities shall comply with the requirements of § **180-42** of the Warren County Zoning Ordinance in regards to commercial garages.

https://ecode360.com/9746313

§ 180-28 Industrial (I) District.

A. Statement of intent. This district is for a variety of industrial uses which, with appropriate screening and without the emission of noise, dust, smoke, odor, toxic gases or hazardous substances, can be conducted in such a manner as to not adversely affect nearby properties.
B. Uses permitted by right. Subject to the requirements and limitations of these regulations, any of the following uses is permitted as a matter of right on each lot:
   …
   (10) Warehousing and distribution facilities.
   …
I. Utility requirement for water and sewer shall be individual, public or approved private.

REGULAR COUNCIL MEETING
AGENDA STATEMENT

Meeting Date: December 8, 2025 Item# 11C

Agenda Item: Retail Strategies Agreement Renewal

Summary: In October 2024, Town Council approved a contract with Retail Strategies in the amount of $55,0000 for a period of one year with the option to renew for two additional one-year periods; total amount including optional renewals equals $165,000 for a period of three years. The contract was signed and executed on December 14, 2024. On December 1, 2025, Senior Director Michael Warsaw and Retail Development Coordinator Jimmy Pritchett provided an end of year update on their activities for economic development and recruitment.
After discussion, it is recommended that moving forward there will be meetings with Town Council and FREDA representation at regularly scheduled meetings with Retail Strategies over the next year.

Budget/Funding: 8105-R45608 - Dept Economic Development – Town EDA: $55,000.00 (Year 2)

Meetings: Work Session held December 1, 2025

Proposed Motion: I move that Council approve the option of renewal with Retail Strategies in the amount of $55,000.

Moved _____ *Seconded* _____

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

STANDARD CONTRACT

THIS CONTRACT FOR SERVICES is made and entered into this 17 day of December, 2024, by and between **THE TOWN OF FRONT ROYAL, VIRGINIA,** a Municipal Corporation, whose address is 102 East Main Street, Front Royal, Virginia 22630 (hereinafter referred to as the "Town"), and **RETAIL STRATEGIES, LLC**, whose street address is 2200 Magnolia Avenue, Suite 100, Birmingham, AL 35205, and whose mailing address is SAME (hereinafter called the "Contractor").

W I T N E S S E T H that the Contractor and the Town, in consideration of the mutual covenants, promises, and agreements herein contained, agree to the following:

SCOPE OF CONTRACT: The Contractor shall provide retail consulting services to the Town as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: Beginning with the date of the final signature on the contract and continuing through one (1) year with the option of two (2) one-year renewals on the anniversary date, if agreed to by both parties.

The contract documents shall consist of:

1. This signed form;

2. **Exhibit A:** The Contractor's Proposal;

3. **Exhibit B**: The Stafford County, VA Contract for Retail Consultant Services:
   (a) Terms and Conditions.
   (b) Request for Proposal, dated April 2, 2024
   (c) Memorandum of Negotiation, dated June 12, 2024, all of which documents are incorporated herein.

Time of Service Delivery: Normal working business hours for this project will be 7:00 A.M. to 5:00 P.M., Monday through Friday, unless otherwise approved by the Town of Front Royal. Work will not be permitted on any Town of Front Royal holidays, which include New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

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Payment:

a. The Town shall promptly pay the sum of $55,000.00 for the completed services or delivered goods described in Exhibit A, based on the pricing set forth in Exhibit B, 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 services rendered, items ordered, delivered, and accepted shall be submitted by the Independent Contractor via email to invoices@frontroyalva.com or mailed directly to the following payment address:
Town of Front Royal
Accounts Payable
P.O. Box 1560
Front Royal, VA 22630
All invoices shall show the applicable Purchase Order number.

d. The Independent Contractor shall furnish an invoice monthly 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).

<u>To Subcontractors:</u>

a. An Independent Contractor awarded a contract under this solicitation is hereby obligated:

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(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.

IN WITNESS WHEREOF, the undersigned parties hereto have made and executed this Contract as the day and year first above written.

(TOWN SEAL)

Attest: Hillary Wilfong

Print Name: Hillary Wilfong

Title: Admin. Asst

Date: 12/17/24

TOWN OF FRONT ROYAL, VIRGINIA

BY: Jon Waltz

Type Name: Joseph Waltz

Title: Town Manager

Date: 12/17/24

(INDEPENDENT CONTRACTOR SEAL)

Attest: J. Walker Reich

Print Name: J. Walker Reich

Title: Associate

Date: 11/26/2024

INDEPENDENT CONTRACTOR:

BY:

Print Name: Robert R. Dolly Jr.

Title: Principal / CEO

Date: 11/26/2024

APPROVED AS TO FORM:

George M. Sonnett, Jr., Town Attorney

DATE: 12-13-2024

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Retail Recruitment
Proposal

Prepared for:
Front Royal, Virginia

Sarah Beth Stewart
Vice President of Business Development

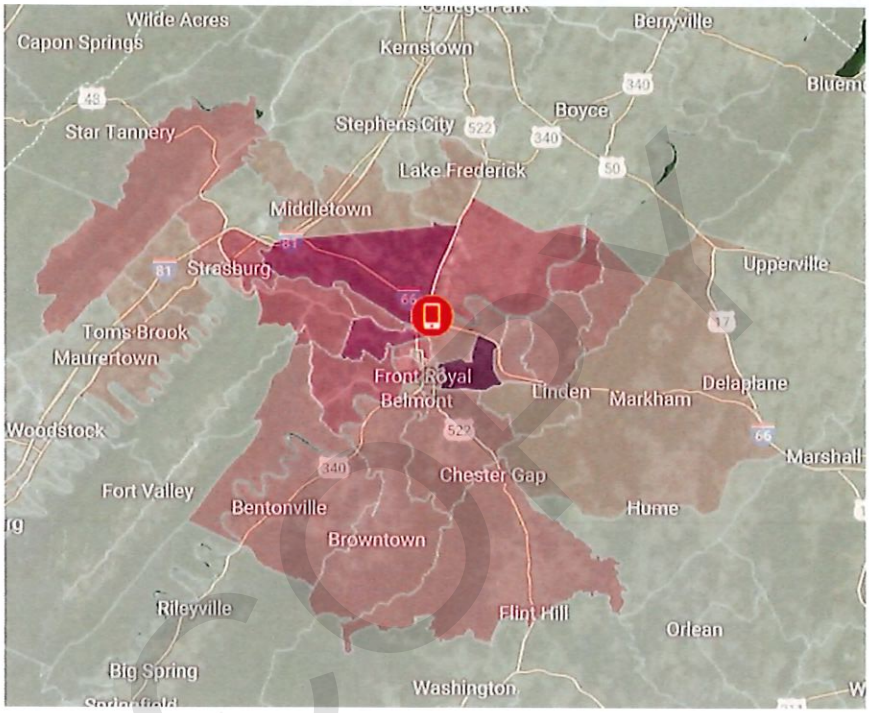
September 2024

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Opportunity in

Front Royal



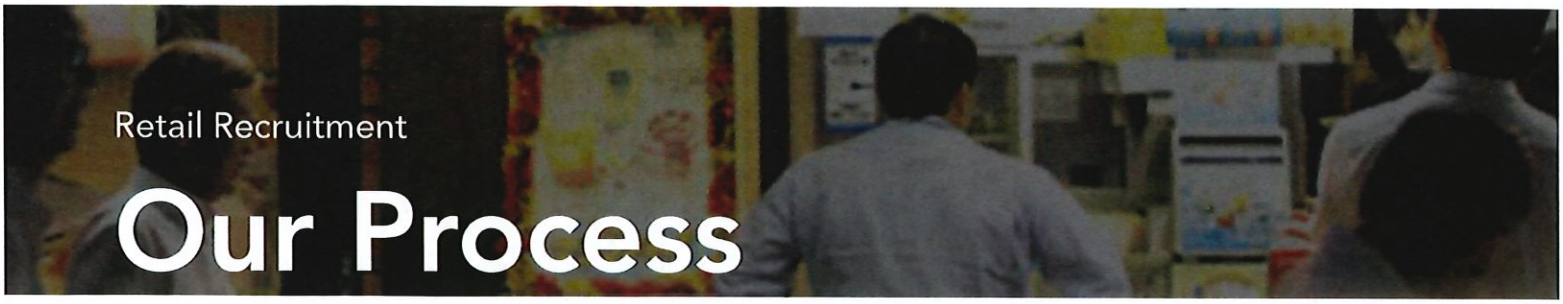
Preliminary Analysis

In a preliminary analysis Retail Strategies has identified a trade area of **74,195+** consumers with a **5.56%** growth rate over the next 5 years. Even so, the strong income levels and buying power showcases the demand and potential for new business in the community.

In addition to studying the market size, we ran two analysis that show the demand for new business in the community. These analysis showed **$335,836,00** being spent on goods and services outside of the community, and **20+** businesses who have located in similar communities but have yet to land in Front Royal.

If given the *privilege* of being your retail partner, your dedicated team will identify national and regional retailers, develop an extensive asset-based recruitment plan, proactively recruit desirable retail and restaurant concepts, and report back on progress. Retail Strategies has the time, experience, and connections to attract higher end retail concepts.

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Retail Recruitment

Our Process

Your dedicated team will act as an extension of your staff to create and execute a tailored retail recruitment strategy.



Data Analysis

The first step is to understand who your consumers are, not just your constituents. Utilizing mobile data, we can uncover where people are coming from and what is their buying power.

Real Estate Analysis

Every retail site in your market will be catalogued by your team at Retail Strategies; shopping centers needing to be backfilled, open land ready for development, or under-utilized retail space all will be assessed by a licensed real estate professional

Retail Recruitment Plan

Based off your data, real estate assets, community input and retail trends, we will develop a Retail Recruitment Plan with specific restaurant, grocery, home improvement, entertainment, and hospitality targets.

National Recruitment and Representation

This is where the rubber meets the road. Front Royal will receive a dedicated team that will implement the Retail Recruitment Strategy by connecting with brokers, retailers, property owners, tenant reps and any other industry players to get new retail to open in your market.

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DISCOVER

Discover: Research



The cycle begins with market analysis. We take the deep dive in to data, advanced analytics, and proprietary tools developed in house to uncover and define the potential in your community.

After interviewing more than a dozen research firms, Retail Strategies chose STI Popstats (Synergos Technologies) as our primary data source. This data source consistently delivers the highest level of accuracy and allows our team to analyze and deliver over 3,365 individual variables (per geography) providing the deepest, most reliable, information possible to our Clients.

Trade Area Identification

By utilizing mobile data collection, data and analytics, and real estate acumen, our team will identify shopping patterns within your community that will answer key questions for retailers.

Business Recruitment Categories

After reviewing key demographic information, we will deliver a list of uses, businesses, and opportunities for your community. These potential businesses will elevate your downtown.

Mobile Data Collection

An industry leading report which utilizes cell phone data to identify the home and work location of consumers that visit a defined shopping area within the community.

Psychographic Analysis

Defines the type of consumers in your market by breaking down consumers demographic characteristics, consumer preferences, consumer expenditures, and cultural ideals.

GAP Analysis

Examining the market supply and market demand within the trade area to uncover the categories of retail being desired by your community.

Consumer Expenditures

Drilling down into each retail segment to identify and understand what your consumers spending patterns are.

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DISCOVER

Discover: Real Estate Analysis & Communication

Real Estate is the key to every business expansion. Our team features over 150+ years of retail real estate experience and we utilize our collective experience to provide the most thorough, and creative, assessment of your community.

To accomplish this, we bring our team of retail real estate professionals to your community to uncover your strategic and underutilized real estate assets. The inventory of properties our team believes is viable for new development, redevelopment highest and best use or vacancies that need to be filled are logged and recorded in our custom software program to be used by your team during the recruitment process.

The information we gather is immediately put to work through making outreach to the property owners, developers, and brokers who represent these properties to learn their goals for the property and how Retail Strategies can assist them on behalf of the community leaders.



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Communication: The Key to Our Partnerships

During our onboarding process we will schedule a time to speak with you to get a first-hand understanding of your goals, desired businesses, past experiences, etc. In addition, we send a questionnaire that can be filled out by one, or many, community leaders to provide Retail Strategies further information on your goals and vision.

From day one, our process is built around creating a relationship with you and getting communication and information flowing to one another. This is partnership. We know that no one knows your community better than you. Through our partnership we will be able to harness your local knowledge and pair it with our resources and connections to make an economic impact. In addition, this free flow of communication will allow you to always share feedback with our team which we will utilize on your behalf.

DISCOVER

Discover: Recruitment Strategy and Marketing

Retail Recruitment Strategy

At the end of our Discovery process - we combine your data, analytics, real estate, and community vision to create your Retail Recruitment Plan and Strategy.

This 70+ page document highlights our research on the community, demographic information, retail analysis and our Boots on the Ground real estate analysis.

Identified are the top prospects (minimum of 30) where our team of experts will perform outreach to match your real estate and market opportunities.

Retail Strategies will present the Plan for approval before implementation. As your partner, your buy-in is vital to our efforts and our success.

Once approved, your dedicated team will kick into high gear to connect with the retail, restaurant, hospitality and real estate community to move the needle on business recruitment.



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Marketing Guide

You will receive a customized Marketing Guide that showcases critical market intelligence, data, real estate information, and advanced analytics to illustrate the top facts to industry professionals that position you for economic growth. These flyers can be printed and/or uploaded to your website.

Your dedicated team will utilize these flyers at conferences to showcase the opportunities in the market.

CONNECT

Connect: Retail Recruitment

This is where we take the information we have collected for your community, package it in the appropriate format, and begin showcasing opportunities in your community. The benefit of partnering with Retail Strategies is that we do not just hand you fancy gadgets and a CRM tool to conduct recruitment, our Virginia management team will conduct every piece of outreach to the appropriate contact on your behalf.

This includes connecting with local, regional, and national brokers, developers, tenant reps and retailers. Our role is to influence those decision makers to make Front Royal a part of their growth plan.

Dedicated Team

Front Royal will receive a dedicated team of retail real estate professionals to act as the extension of the staff to take on the heavy burden of connecting with the retail community. Retail Strategies maintains a 5-1 client to staff ratio to best serve our client communities and take on a limited number of communities per state each year.

The Virginia Portfolio is one of our most experienced teams; this group of retail real estate professionals have over 35 years of experience with local brokers, developers and tenant reps.



Clay Craft
VP Client Services



Michael Warsaw
Portfolio Director



John Marks
Retail Recruiter



Sarah Beth Stewart
VP Community Partnerships



Joe Strauss
VP Development

Conference Representation

Each year our team attends more than a dozen retail real estate conferences including ICSC Chicago, ICSC Vegas and RetailLive!

At the conferences we will conduct meetings with targeted retailers, restaurants, brokers, and developers on your behalf. Following each conference, you will receive Recap Report on who we met with, what was said, and what our next steps are.



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Scope of Services

Data & Analytics | Real Estate Analysis | Community Input | Retail Strategy

- Retail Real Estate Analysis performed by Licensed Retail Real Estate Professionals
- Identify and Evaluate priority commercial properties for development, re-development and higher and best use opportunities
- Identification of priority business categories for recruitment and/or local expansion
- Target List of Retailers and Restaurants (minimum of 30). National and Regional
- Customized Marketing Guide (four pages)
- Identify market retail trade area using political boundaries, drive times and radii and custom trade area boundary geographies
- Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
- Conduct retail peer market analysis
- Leverage mobility data to understand retail market performance and trade area identification
- Analyze the community's growth potential through peer analysis and GAP analysis
- Tapestry lifestyles – psychographic profile of trade area/market segmentation analysis
- Consumer Spending Pattern Reports
- Market Outlook Reports
- Aerial imagery of trade area(s)
- Provide updates on retail industry trends
- Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

Recruitment | Representation | Outreach | Connectivity

- Pro-active retail recruitment for entire community
- Will contact a minimum of 30 overall retailers, restaurants, brokers and/or developers each year
- Updates on new activity will be provided to Client's designated primary point of contact via Basecamp, telephone, or email.
- Quarterly Business Reviews will be conducted on a quarterly basis to provide an aggregate update on our market efforts
- ICSC and Retail Live conference representation- updates provided according to the yearly conference schedule
- Active outreach to local brokers and landowners

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We appreciate the opportunity to partner with Front Royal!

Our services will help reduce your **$335 Million in annual retail leakage**, pay a return by adding jobs, increasing property taxes, and new businesses that enhance your community

Retail Recruitment	Fees
Year 1	$55,000
Year 2	$55,000
Year 3	$55,000

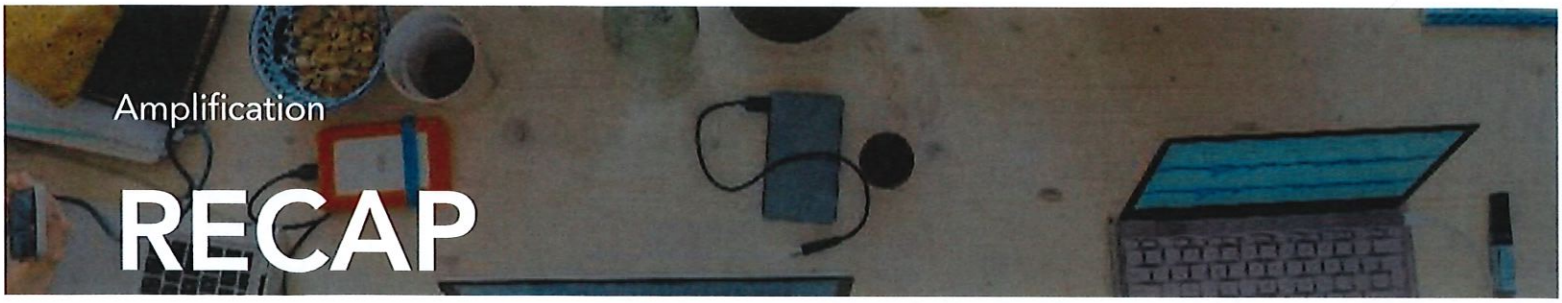
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Retail Strategies' agreements are annual with defined prices for up to two additional years of service. The Client will have the option to extend or discontinue the agreement each year.

The lead time on a real estate transaction is typically 18-36 months. To fully realize the benefits of the investment and maximize the seeds we plant in year 1, we recommend a 3-year partnership.

The total fee for completion of work is due upon execution of agreement. Should the Client request a special assignment, additional work, and/or additional travel needs not specifically referenced in the contract, we will prepare written authorization to be signed by the Client in advance of commencing any additional work.

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Amplification

RECAP

Retail recruitment is a marathon, not a sprint. Our partnerships are built to provide the foundational support and relationships to take your community forward as quickly as possible.

We Multiply and Enhance Your Staff



We Make Sure Your Story is Heard

FRONT ROYAL
1788
VIRGINIA

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STANDARD CONTRACT FOR RETAIL CONSULTANT SERVICES
Contract No. 24134

This Stafford County Standard Contract for Retail Consultant Services ("Standard Contract") is entered into by and between the Board of Supervisors of Stafford County, Virginia, or its authorized agents, and the Contractor identified below for services identified herein, on the following terms and conditions. This Standard Contract is prepared in accordance with Chapter 20 of the Stafford County Code.

1. **Definitions.**
As used in this Standard Contract, the term "County" shall mean the Board of Supervisors of Stafford County, Virginia, its officers and employees. As used in this Standard Contract, the term "Contractor" shall mean:

Retail Strategies, LLC
2200 Magnolia Avenue
Suite 100
Birmingham, AL 35205

2. **Contract Documents.**
The Contract Documents consist of this Standard Contract, together with exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). The following exhibit(s) shall be part of the Contract Documents:
a. Exhibit A: Request for Proposals, dated April 2, 2024
b. Exhibit B: Retail Strategies, LLC Proposal Response, dated April 23, 2024
c. Exhibit C: Memorandum of Negotiation, dated June 12, 2024

Where the terms of this Standard Contract vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Standard Contract shall take precedence over any other Contract Document. The Contract is not valid unless executed by a duly-authorized agent of the Contractor and the County.

3. **Provision of Services.**
The Contractor hereby agrees to provide retail consulting services develop a plan for retail, restaurant, and entertainment-related industry, and to attract desired retail, restaurants and entertainment industry-related businesses to the community, ("Services") described in Exhibit A in accordance with the terms and conditions of the Contract Documents. No aspect of the Goods and Services shall be deemed complete until it is accepted by the using County department ("Department").

4. **Contract Term.**
The period of the Contract shall be for a period of one year with two (2) renewal options from the date of execution by the County.

5. **Contract Pricing.**
The County will pay the Contractor in accordance with the terms of the Payment paragraph below, based on the pricing set forth in Exhibit C, for Services provided by the Contractor, as described and required in the Contract Documents, and accepted by the County. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the price(s) of the most recent contract term increased by Consumer Price Index for All Urban Consumers (CPI-U), Market Research Analysts and Marketing Specialists, or 3%, whichever the lesser.

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6. **Payment.**
Payment will be made by the County to the Contractor (1) after receipt by the Department of an invoice detailing the Goods and Services provided by the Contractor, and (2) after said Goods and Services have been accepted by the County. The Department will either approve the invoice or require corrections. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the Contract or any subsequent modifications. The interest rate for any late payments shall accrue at rate of one percent (1%) per month. The County shall not be required to pay or reimburse Contractor for any costs including, but not limited to, reasonable attorneys' fees, incurred by Contractor to collect any overdue amounts, unless said costs are ordered by a court of competent jurisdiction.

7. **Purchase Orders.**
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Director of Procurement or designee ("Contracts Officer"). If the Contractor provides Services without a signed County Purchase Order, it does so at its own risk and expense.

8. **Ownership of Documents and Materials.**

Ownership of all materials and documentation including videos, DVDs, negatives, studies, reports, drawings, specifications, technical memoranda, assessments, and copies of any calculations and analyses (including electronic files) prepared pursuant to this Contract shall belong exclusively to the County. These materials and documentation, whether completed or not, shall be the property of the County, whether the work for which they are made is executed or not, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this Contract. The Contractor shall not use these materials on any other work or release any information about these materials without the express written consent of the County.

Any videos, DVD, negatives or other documents prepared by the Contractor in the performance of its obligations under the resulting Contract shall be the exclusive property of the County of Stafford, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractor's obligations under the resulting contract without the prior written consent of the County of Stafford. Documents and materials developed by the Contractor under the resulting contract shall be the property of the County of Stafford; however, **the Contractor may retain copies, which cannot be used without prior written consent of the County. The County of Stafford agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.**

9. **Delivery and Inspection**
Intentionally Omitted.

10. **Assignability of Contract.**
It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Contracts Officer. If the Contractor desires to assign its right to payment of the Contract, Contractor shall notify the Contracts Officer immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from its obligations or change the terms of the Contract.

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11. Non-Appropriation of Funds.

The obligations of the County to pay compensation due to the Contractor pursuant to the Contract or any other payment obligations under any contract awarded pursuant to this Contract are subject to appropriations by the Stafford County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such appropriation is not made for any fiscal year, the Contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the Contract beyond the amount appropriated for payment obligations under the Contract. The County will provide Contractor with written notice of non-appropriation of funds 30 days after action is completed by the Board of Supervisor, but failure to give such notice shall be of no effect and the County shall not be obligated under the Contract beyond the date of non-appropriation.

12. Termination for Convenience.

(a) The parties agree that the County may terminate the Contract, or any portion thereof, or delivery of goods required hereunder, from time to time either in whole or in part, whenever the County Administrator of Stafford County shall determine that such termination is in the best interest of the County.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Administrator or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

i. cease any further deliveries of Services due under the Contract, on the date, and to the extent, which may be specified in the Notice;

ii. place no further orders with any subcontractors except as may be necessary to perform that portion of the Contract not subject to the Notice;

iii. terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

iv. settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the County Contracts Officer; and

v. use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the County Contracts Officer.

(e) The Contracts Officer shall pay from the Department's budget reasonable costs of termination, including a reasonable amount for profit on Services completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the Services not provided. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount, but no amount shall be allowed for anticipated profit on unperformed Services.

(f) In the event that the parties cannot agree on the amount to be paid to the Contractor by reason of termination under this clause, the Contracts Officer shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

i. with respect to all contract performance prior to the effective date of Notice of Termination, the total of:

(A) the cost of Services performed;

(B) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above; and

(C) a sum as profit on (A) determined by the Contracts Officer to be fair and reasonable.

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ii. the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price or Services not terminated. In addition, no amount shall be allowed for anticipated profit on unperformed Services.

(g) In the event that the Contractor is not satisfied with any payments which the Contracts Officer shall determine to be due under this clause, the Contractor may dispute any claim in accordance with Paragraph 28 of this Standard Contract concerning Disputes.

(h) When termination for the convenience of the County is a provision of the Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever for loss or damage sustained by a subcontractor as a consequence of termination for convenience.

13. Termination for Default.

If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the Contract, the County shall have the right to terminate the Contract. Any such termination shall be effected by mailing or delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the Contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor until such time as the exact amount of damages due to the County from the Contractor is determined.

14. Payment to Subcontractors.

In accordance with Virginia Code § 2.2- 4354, as amended, the Contractor is obligated to take one of the two following actions within seven days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

(a) Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under the Contract; or

(b) Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under the Contract, except for amounts withheld as allowed in subparagraph (b), above. Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this paragraph may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

All Contractors, if a proprietorships, partnerships, and/or corporations, shall provide the County with its federal employer identification number, or if an individual contractor, their social security number.

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15. **Examination of Records.**
    (a) The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy pertinent books, documents, papers, and records of the Contractor involving transactions related to the Contract.
    (b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of the Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy pertinent books, documents, papers and records of such sub-contractor involved in transactions related to such subcontract, or the Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
    (c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of the Contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

16. **Compliance with Laws.**
    The Contractor shall comply with all applicable federal and state laws, and with all County ordinances and requirements.

17. **Authorization to Conduct Business in the Commonwealth.**
    A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. Any business entity described above that enters into a contract with Stafford County shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required by Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. Stafford County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this paragraph.

18. **Employment Discrimination Prohibited.**
    During the performance of the Contract, the Contractor agrees to not discriminate against the Contractor's employees or applicants for employment in accordance with the requirements of Virginia Code § 2.2-4311, as amended, said requirements are incorporated herein as if stated in their entirety.

19. **Employment of Unauthorized Aliens Prohibited.**
    In accordance with Virginia Code § 2.2-4311.1, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for Services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

20. **Drug-Free Workplace.**
    During the performance of the Contract, the Contractor agrees to provide a drug-free workplace for the Contractor's employees in accordance with the requirements of Virginia Code § 2.2-4312, as amended, said requirements are incorporated herein as if stated in their entirety.

21. **Nondiscrimination Clause.**
    In accordance with Virginia Code § 2.2-4343.1, as amended, the County does not discriminate against faith-based organizations. The County does not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law.

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22. **Non-Visual Access.**
Intentionally Omitted.

23. **Contractor Status.**
The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants, partners, or agents of the County except for such purposes as may be specifically enumerated herein, nor shall anything contained in the Contract be construed to create any partnership or joint venture between the parties. The Contractor is solely responsible for the employment, selection, management, and supervision of its own participants and for ensuring that its participants abide by all applicable rules for security, safety and general conduct. The Contractor shall maintain exclusive control over its operations. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

24. **General Warranty.**
The Contractor agrees to:
(a) Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
(b) Warrant that when the Contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
(c) Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
(d) Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
(e) Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
(f) Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

25. **Service Warranty.**
The Contractor agrees to:
(a) Furnish Services described in the manner and subject to conditions of the Contract Documents, provided that the County may reduce the Services at any time.
(b) Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
(c) All Services shall be rendered in strict conformance to all laws, statues, and ordinances and the applicable government rules, regulations, methods, and procedures.
(d) Allow Services to be inspected or reviewed by Department staff at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract.
(e) Stipulate that the presence of a Department staff shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. Department staff are not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the Contract Documents. Any omission or failure on the part of the Department staff to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Contracts Officer.

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26. Insurance.

(a) In addition to any other forms of insurance or bonds required in the Contract Documents, the Contractor shall provide and maintain the following insurance.

(i) **Workers' Compensation and Employer's Liability**: Workers' Compensation insurance in accordance with statutory requirements, and Employer's Liability insurance in limits of not less than $500,000 (each employee) or a maximum limit of $1,000,000, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

(ii) **Automobile Liability**: A minimum of $2,000,000 combined single limit for each occurrence for property damage liability and bodily injury liability including death in Automobile Liability coverage. The policy shall cover all persons involved, at any time, and arising out of the ownership, maintenance, or use of owned, non-owned, borrowed, leased, rented, or hired automobiles. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under a standard Automobile Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

(iii) **Comprehensive General Liability**: Comprehensive General Liability insurance at a minimum $1,000,000 per occurrence, written on an occurrence basis, including ongoing and completed operations; contractual liability; and $2,000,000 general aggregate. In addition, Comprehensive General Liability policy shall include a per project aggregate endorsement. Completed project aggregate endorsement shall continue in force for three years following completion of the Contract.

(b) Additional insurance provisions that apply to all Contracts include:

(i) **Additional Insured**: The Stafford County Board of Supervisors, its officers, employees, agents, and volunteers shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above, and it shall be stated on the Insurance Certificate that this coverage "is primary and non-contributory to all other coverage the County may possess."

(ii) **Liability Insurance "Claims Made" basis**: If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:
1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub contractor's work under the Contract, or
2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of the Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

(iii) **Excess or Umbrella Liability Policy**: Liability insurance may be arranged by Comprehensive General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

(c) The Contractor shall provide shall provide thirty days (30) notice of cancellation of any insurance policy. Each of the policies shall include a waiver of subrogation against Stafford County, its officers, employees, agents and volunteers.

(d) The insurance specified herein shall be with an insurance company acceptable to the parties hereto and licensed to do business in the Commonwealth of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the subcontractor to cover their operation.

(e) Current insurance certificates documenting compliance with these coverage requirements shall be provided to the Contracts Officer prior to the award of any Contract.

27. Indemnification.

(a) General Indemnification. Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees, and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this paragraph, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.

(b) Intellectual Property Indemnification.
Intentionally Omitted.

(c) Right to Participate in Defense. The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before entering into such settlement or resolution.

(d) No Indemnification by the County. The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

28. Force Majeure.

(a) A party is not liable for failure to perform the party's obligations if such failure is as a result of acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the Contract, but excluding any industrial dispute which is specific to the performance of the Contract, interruption or failure of electricity or telephone service.

(b) If a party asserts force majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party in writing giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this Contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract.

(c) An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

(d) Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the Contract price during an event of force majeure; and (2) any delay costs in any way incurred by the Contractor due to an event of force majeure.

29. Disputes.

Any dispute concerning a question of fact as a result of the Contract shall be decided by the County Administrator, or designee, who shall render his/her decision in writing and mail or otherwise forward a

copy to the Contractor within 90 days of the receipt of the claim. The decision of the County Administrator, or designee, shall be final and conclusive unless the Contractor appeals the decision as provided in the Code of Virginia (1950, as amended). The Contractor may not institute a legal action, prior to receipt of the County Administrator's, or his/her designee, decision on the claim, unless the County Administrator, or designee, fails to render such a decision within the time specified.

The Contractor's contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator, or designee, no later than 60 days after the final payment; however, written notice of the Contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which claim is based. Nothing herein shall preclude the Contractor from submission of an invoice for final payment within a certain amount of time after completion and acceptance of the Services. Pendency of claims shall not delay payment of amounts agreed due in the invoice for final payment.

30. Severability.

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

31. Non-Waiver.

No waiver of any provision of the Contract shall constitute a waiver of any other provision nor shall any waiver of this Contract constitute a continuing waiver unless otherwise expressly provided.

32. Governing Law, Venue, Jurisdiction.

The Contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with the Contract or its performance must be brought in the applicable court of Stafford County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

33. Entire Agreement.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents. Neither this Standard Contract nor any of the other Contract Documents may be amended unless in writing, signed by the parties hereto, and approved as to form by the County Attorney.

34. Notices.

Contract administration of the Contract will be performed by the Contracts Officer. Any questions pertaining to the Contract shall be directed to the Stafford County Purchasing Office. Unless otherwise provided herein, all notices and other communications required by the Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

Contact information for the Contractor:

Retail Strategies, LLC
Attention: Sara Beth Steward
2200 Magnolia Avenue
Suite 100

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Birmingham, AL 35205
Phone: (256) 679-7431
Email: sthornton@retailstrategies.com

Contact information for the County:
Stafford County Procurement Division
1300 Courthouse Road
P.O. Box 339
Stafford, Virginia 22555-0339
Phone: 540-658-8610
Email: Procurement@StaffordCountyVA.gov

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

35. Survival of Terms.

Upon discharge of this Contract, terms and conditions related to Insurance, Indemnification, Disputes, Notice, and Governing Law, Venue, and Jurisdiction shall continue and survive in full force and effect.

36. Counterparts.

This Contract may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

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RETAIL STRATEGIES, LLC		BOARD OF SUPERVISORS OF STAFFORD COUNTY, VIRGINIA	
By:	[signature]	By:	Michael Morris
Name:	Robert Jolly	Name:	Michael A. Morris
Title:	CEO & Principal	Title:	Deputy County Administrator
Date:	6/12/2024	Date:	6/14/24

Department of Finance

Procurement Division
Phone (540) 658-8610
Procurement@StaffordCountyVA.gov

CONTRACT NO. 24134
Retail Consultant Services
Exhibit C – Memorandum of Negotiation (MON)

The below revisions were requested by Stafford County (SC) and/or Retail Strategies, LLC regarding the proposed Contract Documents. This MON is incorporated into the final Contract Documents, indicated as Exhibit C.

A. Contract Term. Stafford County (SC) intends to award a one-year contract with two (2) renewal options.

Retail Strategies, LLC. (RS) accepts a one-year term with two renewal options.

B. Contract, Paragraph 6 Payment. RS requests changes to the Payment provisions.
"Payment will be made by the County to the Contractor ~~(1) after receipt by the Department of an invoice detailing the Goods and Services provided by the Contractor, and (2) after said Goods and Services have been accepted by the County~~ upon execution of this contract in accordance with Proposed Budget in Exhibit B. The Department will either approve the invoice or require corrections. ~~The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the Contract or any subsequent modifications.~~ The interest rate for any late payments shall accrue at rate of one percent (1%) per month. The County shall not be required to pay or reimburse Contractor for any costs including, but not limited to, reasonable attorneys' fees, incurred by Contractor to collect any overdue amounts, unless said costs are ordered by a court of competent jurisdiction."

SC rejects these revisions.

C. Contract Paragraph 6. RS proposes the following payment structure:

Invoice upon the completion of bullet number 1. Research: $27,500
Invoice upon the completion of bullet number 2. "Boots on the Ground" Analysis: $13,750
Invoice upon the completion of bullet number 3. Retail Recruitment: $13,750

SC accepts the proposed payment structure.

The above narrative is a true and accurate statement of the negotiation discussions and are acceptable to all parties.

RETAIL STRATEGIES, LLC:
Signed:
Name: Robert Jolly
CEO and Principal
Date: 6. 12. 24

STAFFORD COUNTY PROCUREMENT:
Signed: Theresa L. Harris
Name: Theresa L. Harris,
Sr. Procurement Officer
Date: 6.12.24

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Stafford County Procurement
1300 Courthouse Road
P.O. Box 339
Stafford, Virginia 22555-0339

Request for Proposal (RFP) Cover Sheet	
RFP NUMBER	24134
TITLE	CONSULTANT FOR RETAIL RECRUITMENT
ISSUE DATE	APRIL 2, 2024
CONTRACTS OFFICER:	THERESA L. HARRIS, CPPB, CPPO, VCO, VCCO
EMAIL ADDRESS	PROCUREMENT@STAFFORDCOUNTYVA.GOV
PHONE	540-658-5310

SOLICITATION DUE DATE	**Sealed Proposals Will Be Received April 25, 2024, 2:00 PM (local time)**, for providing consulting services to develop a plan for retail business attraction, as described herein. No late proposals will be accepted.
SERVICE(S) LOCATION	Stafford County, Virginia
CONTRACT TERM	Upon full execution through twelve months. Contract may be renewed for four (4) successive one-year periods.
PROPOSAL SUBMISSION	Electronic Submission. Proposals are to be submitted electronically, in the file format requested, via Electronic Virginia (eVA) website www.eVA.Virginia.gov. There is a 60MB size limit for each file. If you need assistance, please refer to the eVA site in advance of the submission deadline: https://eva.virginia.gov/get-help-customer-care-forms.html and/or call eVA Customer Care 1-866-289-7367.
INQUIRIES	All inquiries for information should be directed to the Contracts Officer above. All questions regarding the RFP must be received in writing on or before April 12, 2024 no later than 11:00 AM. Emails are to be sent to the Procurement team, at procurement@staffordcountyva.gov. The subject line must include RFP# 24134 or your question(s) may not be received and answered in a timely manner.
TERMS & CONDITIONS	This solicitation is subject to the provisions of the Stafford County Request for Proposals (RFP) and any attachments, exhibits, revisions or amendments thereto, which are hereby incorporated into this RFP in their entirety. If not attached, a copy of these terms and conditions is available for review at the Procurement Office. Special Terms and Conditions and Specifications attached shall also be part of your proposal. The RFP Package is available at no charge on the Commonwealth of Virginia's electronic procurement system, eVA. www.eva.virginia.gov. Please be observant of all RFP instructions and specifications.

By executing this RFP Cover Sheet, offeror acknowledges that they have read this RFP, understand it, and agree to be bound by its terms and conditions. The undersigned offeror hereby offers and agrees to furnish all goods and services required by this RFP and certifies that all information it has provided in response to this RFP is true, correct, and complete.

OFFEROR INFORMATION

Name of firm: _____ Date: _____

Address of firm: _____ ZIP: _____

By (signature): _____

Name (print): _____ Title (print): _____

Phone: _____ Fax: _____ Email address: _____

In accordance with Virginia Code § 2.2-4343.1, as amended, Stafford County does not discriminate against faith-based organizations. The County does not discriminate against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law.

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NOTE TO PROSPECTIVE OFFERORS:

- By submitting a proposal, the offeror:
  - Agrees to abide by all conditions of this Request for Proposal (RFP) and certifies that the offeror is authorized to sign this proposal;
  - Certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Virginia Code § 18.2-498.1, et seq. Furthermore, the offeror understands that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards; and
  - Certifies that the accompanying proposal is in compliance with applicable provisions of the State and Local Government Conflict of Interests Act (Virginia Code § 2.2-3100, et seq.). Specifically, without limitation, no County employee or a member of the employee's immediate family shall have a proscribed personal interest in a contract; and that the accompanying proposal is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (Virginia Code § 2.2-4367, et seq.), and any other applicable law as set forth therein.

- Please note the meaning of the following terms as used in this RFP:
  The term "offeror" as referenced in this solicitation refers to the individual or firm preparing and submitting a proposal in response to this Request for Proposals. The term "Contractor" or "contractor" refers to an individual or firm that has entered into an agreement to provide goods or services to Stafford County, Virginia, its officers, employees and agents (the "County"). In addition, it also refers to a firm who, when awarded the contract, will be responsible for the good and services required, as a result of this solicitation.

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified offerors to provide a multi-year plan for retail development and to provide retail development consulting services for the Stafford County Department of Economic Development.

II. BACKGROUND

A. Stafford County is rapidly becoming an urban community and currently ranks as one of the fastest growing counties in the State and the nation. The County encompasses 173,000 acres, of which 30,500 are utilized by the federal government for the Quantico Marine Corps Reservation. The estimated population of Stafford County is 146,649.

B. Stafford County is home to over 4,000 businesses. Recently, the Stafford County Board of Supervisors included the attraction of restaurants in their 2040 Strategic Plan. They have also expressed interest in an increased retail and entertainment-related business presence in the County.

C. Stafford County is closed the following days*:

New Year's Day	Martin Luther King Jr. Day
Presidents Day	Memorial Day
Juneteenth	Independence Day
Labor Day	Columbus Day
Election Day	Veterans Day
Thanksgiving (including the Wednesday prior)	Christmas Day

*Additional days as may be determined by the Board of Supervisors

III. INFORMATION AND SITE CONDITIONS

Intentionally Omitted.

IV. SCOPE OF SERVICES

A. General. The County seeks to contract with one qualified firm for retail consulting services to develop a recruitment plan for retail, restaurant, and entertainment-related industry, and to attract desired retail, restaurants and entertainment industry-related businesses to the community. The successful offeror will act as an independent contractor serving as an extension to the staff.

B. The County will work closely with the successful offeror to enhance business retention, identify County's strengths and weakness and leverage those into a retailer's decision to locate inside the County. Services include but may not be limited to:

1. Research.
   a. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies;
   b. Perform market and retail gap analysis for trade area (i.e. leakage and surplus);
   c. Conduct retail peer market analysis;
   d. Competition analysis of identified target zones trade area(s);
   e. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis;
   f. Customized retail market guide including aerial map with existing national retailer brands and traffic counts;

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g. Retail competitor mapping/analysis;
h. Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry;
i. Identification of at minimum 10 retail prospects to be targeted for recruitment over three-year engagement;
j. Updates provided on retail industry trends;
k. Custom on-demand demographic research – historical, current, and projected demographics to include market trade areas by radius/drive time, and custom trade area.

2. "Boots on the Ground" Analysis.
   a. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities;
   b. Identification of priority business categories for recruitment and/or local expansion;
   c. Perform competitive analysis of existing shopping centers and retail corridors;
   d. Active outreach to local brokers and land owners.

3. Retail Recruitment
   a. Proactive retail recruitment for targeted zones as determined by the department with input by the Contractor;
   b. Will contact a minimum of 10 retailers, restaurants, brokers and/or developers per year;
   c. Updates on new activity will be provided to County's designated primary point of contact via Basecamp, telephone, or email on a monthly and/or as needed basis;
   d. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the Contractor;
   e. International Council of Shopping Centers (ICSC) conference representation- updates provided according to the yearly conference schedule.

C. Deliverables.
The successful Offeror will provide required reports including but not limited to market conditions, analyses, trends, recruitment efforts and, as needed, charts and related graphics. At a minimum, monthly reports include status reports of each of the three categories (above) as well as updates regarding progress. Typical interaction will be with the staff or Economic Development. However, the successful Offeror may be asked to present to the Board of Supervisors.

V. MINIMUM QUALIFICATIONS

Offerors must demonstrate the following minimum qualifications for consideration and include evidence of the following in its proposal:

A. A satisfactory record of performance.

B. A satisfactory plan of operation addressing the offeror's path to achieve the objectives of the County's purpose; intended planning; quality performance; and clear and concise operating programs.

C. A satisfactory history of performing work of a similar nature, size and scope. Demonstrated results within the Commonwealth of Virginia, particularly local governments, is desired.

VI. OFFEROR'S INSTRUCTIONS

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A. **SUBMISSION AND RECEIPT OF PROPOSALS.** Unless otherwise specified in the solicitation, all proposals must include the cover sheet which has been signed by the individual authorized to bind the offeror. Proposals will not be accepted via fax or email.

1. **Electronic Submission.** Proposals are to be submitted electronically, in the file format requested, via Electronic Virginia (eVA) website www.eVA.Virginia.gov. ***If an Offeror invokes any proprietary and\or confidential information in accordance with paragraph 5c., Proprietary Information, a redacted version of the Offeror's proposal shall be uploaded and identified as "Redacted" and include a completed Attachment D, along with the Offeror's full proposal response.*** There is a 60MB size limit for each file. If you need assistance, please refer to the eVA site in advance of the submission deadline: https://eva.virginia.gov/get-help-customer-care-forms.html and/or call eVA Customer Care 1-866-289-7367.
2. **Proposal Package**. Each offeror responding to this RFP must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP may result in the disqualification of the Offeror's proposal.
3. **Accommodation**. If you are an individual with a disability and require a reasonable accommodation, please notify the Procurement Office at (540) 658-5313, three working days prior to need.

B. **OFFEROR QUALIFICATIONS.** Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms or individuals not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.

C. **PROPOSAL FORMAT.** In order to facilitate the analysis of responses to this RFP, offerors should prepare the proposal in accordance with the instructions outlined in this subsection and should structure the proposal so that it contains individual tabs/sections detailing proposed services.

1. Proposal Format. The Offeror must submit their proposal package in the following format: The proposal shall be separated into the following sections:

   Required RFP Documents.

   a. Introduction letter;
   b. Signed RFP cover sheet;
   c. Completed Attachment A-Virginia State Corporation Commission (SCC) Registration Information form;
   d. Completed Attachment B- References;
   e. Completed Attachment C- Small and Minority Business Enterprises form;
   f. Completed Attachment D- Trade Secret and Proprietary Information Form; and
   g. Signed addenda acknowledgement, if applicable.

   The County may issue an addendum to modify or add to the terms of the RFP, or to change the time or date for submission. Any such addendum will be issued by the County and available on the County's Procurement page at https://mvendor.cgieva.com/Vendor/public/AllOpportunities.jsp?status=Open&agencyname=Stafford%20County

   Each Offeror is responsible to verify for itself if any addendum has been issued prior to submission of its proposal; the County is not responsible to notify Offerors of the issuance of an addendum. The requirements or clarifications contained in any addenda issued must be included in the proposals received.

   Note: Attachment E-Sample Contract for Services does not need to be returned with proposal responses.

2. Offeror's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP. Color displays or promotional materials are

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not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for the County.

3. The County encourages proposals that provide innovative alternatives to addressing the County's existing needs as described in the solicitation. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.
4. The County is under no obligation to consider or negotiate information or documentation that is submitted that is not in compliance with the requirements herein, the County may, in its sole discretion, consider and/or negotiate such submissions.

D. **PROPOSAL PERIOD.** Proposals will remain valid for a period of one-hundred and fifty (150) calendar days after the date specified for receipt of proposals.

VII. BASIS FOR AWARD

A. Competitive Negotiation. This RFP is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the RFP. The County reserves the right to make multiple awards as a result of this solicitation.

B. Selection Committee. A Selection Evaluation Committee ("Committee") has been established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below.

C. Contact with Selection Committee. No offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Committee or any person involved in the evaluation of the proposals. Committee members will refer any and all calls related to this procurement to the Contracts Officer named on the front of the RFP. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.

D. Presentations and Negotiation. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the Director of Procurement, or designee, to make oral presentations to the Committee. This Committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the RFP, including price if so stated in the RFP. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the Procurement Office, prior to actual award of contract. Contract award is subject to the approval of the Stafford County Board of Supervisors.

E. Proposal Evaluation Criteria. The following criteria will be utilized in the evaluation of proposal to be considered in the award of this contract. Individual criteria have been assigned a weight to reflect relative importance.

(Chart Follows)

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Criteria	Weight
1. Experience and qualifications providing retail consultation services in the retail, restaurant and entertainment-related industry for local governments.	25%
2. Approach and flexibility in providing required Services,	20%
3. Ability to meet requirements: references, project team,	20%
4. Methodology	20%
5. Pricing (fee, costs, rates)	10%
6. Responsiveness and overall quality of proposal	5%
Total	**100%**

F. On-Site Visits. The County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal. The Director of Procurement, or designees, may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

G. Review of Proposals.

1. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the Director of Procurement, or designee, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.

2. The County may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

H. Award. Once negotiations have been conducted with the Offeror so selected, the County shall select the Offeror(s) which, in its opinion, has made the best proposal. When the County and Offeror have reached mutually agreeable terms, the County will award the contract to that Offeror. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified for a category, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The Committee will make appropriate recommendations to the Procurement Division, prior to actual award of contract. Contract award is subject to contract negotiation and approval of the Stafford County Board of Supervisors.

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VIII. GENERAL CONDITIONS

A. Insurance Requirements. In addition to any other forms of insurance or bonds required in the RFP, the contractor shall provide and maintain the following insurance:

1. Workers' Compensation and Employer's Liability: Workers' Compensation insurance in accordance with statutory requirements, and Employer's Liability insurance in limits of not less than $500,000 (each employee) or a maximum limit of $1,000,000, to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

2. Automobile Liability: A minimum of $2,000,000 combined single limit for each occurrence for property damage liability and bodily injury liability including death in Automobile Liability coverage. The policy shall cover all persons involved, at any time, and arising out of the ownership, maintenance, or use of owned, non-owned, borrowed, leased, rented, or hired automobiles. In addition, all mobile equipment used by the contractor in connection with the contracted work, will be insured under a standard Automobile Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

3. Comprehensive General Liability: Comprehensive General Liability insurance at a minimum $1,000,000 per occurrence, written on an occurrence basis, including ongoing and completed operations; contractual liability; and $2,000,000 general aggregate. In addition, Comprehensive General Liability policy shall include a per project aggregate endorsement. Completed project aggregate endorsement shall continue in force for three years following completion of the contract.

4. Contractor providing Information Technology (IT) services shall also provide and maintain the following insurance:
   Cyber Liability: In additional to Professional Liability, Errors and Omissions insurance coverage listed in subsection (1) immediately above, any contractor providing cloud-based IT services and solutions contracts must also provide coverage for Cyber Liability Coverage to assist in data loss or security breach in the amount of $3,000,000 per occurrence.

5. Additional insurance provisions that apply to all contracts include:
   a. Additional Insured: The Stafford County Board of Supervisors, its officers, employees, agents, and volunteers shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above, and it shall be stated on the insurance certificate that this coverage "is primary and non-contributory to all other coverage the County may possess."
   b. Liability Insurance "Claims Made" basis: If the liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The contractor must either:
      i. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub contractor's work under the contract, or
      ii. Purchase the extended reporting period endorsement for the policy or policies in force during the term of the contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

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6. Excess or Umbrella Liability Policy: Liability insurance may be arranged by Comprehensive General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

7. Contractor shall provide shall provide thirty days (30) notice of cancellation of any insurance policy. Each of the policies shall include a waiver of subrogation against Stafford County, its officers, employees, agents and volunteers.

8. The insurance specified herein shall be with an insurance company acceptable to the parties hereto and licensed to do business in the Commonwealth of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the subcontractor to cover their operation.

9. Current insurance certificates documenting compliance with these coverage requirements shall be provided to the Contracts Officer prior to the award of the contract.

B. Cooperative Procurement. This procurement is being conducted by the County in accordance with the provisions of Virginia Code § 2.2-4304, as amended. If agreed to by the Contractor, other public bodies may utilize this contract, except for (1) contracts for architectural and engineering services; or, (2) construction contracts. The Contractor shall deal directly with any public body it authorizes to use the contract. The County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Stafford County contract. The County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

C. Proprietary Information. All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act, Virginia Code § 2.2-3700 et seq., except as provided below:

1. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

2. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the public body decides not to accept any of the proposals and to reopen the solicitation. Otherwise, proposal records shall be open to public inspection only after award of the contract.

3. The County reserves the right to impose restrictions over the inspection of procurement transaction records to ensure the security and integrity of the records.

4. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.) if the offeror has (i) invoked the protections of this section prior to or upon submission of the data or other materials, (ii) identified the data or other materials to be protected, and (iii) stated the reasons why protection is necessary. An offeror shall not designate as trade secrets or proprietary information (a) an

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entire proposal; (b) any portion of a proposal that does not contain trade secrets or proprietary information; or (c) line item prices or total proposal prices.

D. Invoices. Invoices for goods and services ordered and delivered shall be submitted by the contractor to the remittance address shown on the purchase order. All invoices shall show the contract number, description of the goods and services, and contract price as applicable. The County's obligation to pay amounts due under the contract shall be contingent upon receipt of invoices in sufficient detail to permit identification of the goods and services.

E. Changes.
1. The County may, at any time, by written order, require changes in the services to be performed by the contractor. If such changes cause an increase or decrease in the contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Director of Procurement, or designee, must approve all changed work within the contract scope.

2. No services for which an additional cost or fee will be charged by the contractor shall be furnished without the prior written authorization of the County Director of Procurement, or designee.

F. Delays and Suspensions.
1. The County may direct the contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the contractor's time of completion by a period of time that in the discretion of the County Director of Procurement, or designee, is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the contractor.

2. If the County does not direct the contractor, in writing, to suspend, delay, or interrupt the contract, the contractor must give the County Director of Procurement, or designee, written notice if the County fails to provide data or services that are required for contract completion by the contractor. The County may extend the contractor's time of completion by a period of time that in the discretion of the County Director of Procurement, or designee, is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the contractor.

3. The contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the County Director of Procurement, or designee, such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

G. Quality Expectation Statement. The County, through its quality initiative, is a recognized leader in providing quality goods and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold the contractor and its agents, employees, representatives, and subcontractors, responsible for, and accountable to, the highest quality standards of professional workmanship, goods and services. In the spirit of the County's total quality improvement initiative, the contractor shall be expected to perform or provide goods and services with a target of "zero defects – zero rework."

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H. Small, Women-Owned, And Minority-Owned Business Use. The County strongly encourages increasing opportunity for use of small or minority businesses in all aspects of procurement to the maximum extent feasible. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women, and minority businesses.

I. Delivery FOB Destination. Any goods provided pursuant to this RFP shall be delivered FOB Destination to the County using department, at the time and place specified in the contract documents. Unless otherwise specified in the solicitation each case, container, package, etc., delivered under the contract must be plainly marked, stating the contractor's name, purchase order number, and delivery address as indicated in the order. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made.

J. Safety.

1. The contractor, its employees and subcontractors shall comply with all current applicable local, state and federal policies, regulations and standards relating to occupational health and safety, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health (VOSH) Compliance Program administered by the Virginia Department of Labor and Industry (DOLI). The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and issued by DOLI under Title 40.1 of the *Code of Virginia* shall apply to all work under the contract. The contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the contractor.

2. The contractor shall provide a supervisor at each job site who is competent, qualified, and authorized on the worksite, and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor shall be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and shall be capable of ensuring compliance with all applicable safety and health regulations, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the contractor's employees from the work site.

3. Any activities of the contractor determined to be hazardous by the County, shall be immediately discontinued by the contractor upon receipt of either a written or verbal notice from the County to discontinue such activities.

4. If requested by the County Department Director, the contractor shall provide a written health and safety plan for the project or services prior to proceeding with work.

K. Taxes. The County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by the County for its use or consumption. Tax exemption certification will be furnished upon request. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal.

L. Officials Not to Benefit. Each offeror shall certify, upon signing the proposal, that to the best of their knowledge no County official or employee having official procurement responsibility as provided in Article 6 of the Virginia Public Procurement Act, Virginia Code § 2.2-43-67 et seq., as amended, and the Stafford County Procurement Policy, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a

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benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract, or could affect payment pursuant to the terms of the contract.

M. Authorization to Conduct Business in The Commonwealth. An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission. Any offeror 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 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this paragraph is granted by the County Administrator.

N. W-9 Form. In the event of a contract award, this information is required in order to issue purchase orders and payments to the offeror. A copy of this form can be downloaded from the IRS website: https://www.irs.gov/pub/irs-pdf/fw9.pdf

O. Contract Execution. The contract entered into pursuant to this RFP, hereinafter referred to as the "contract," is for the initial term and any renewal set forth on the front of the RFP. The offeror shall be required to execute the attached Standard Contract for Goods and Services (Attachment E), under the established pricing, and incorporating the terms and conditions of this RFP.

P. Contract Renewal. Upon a determination by the County to renew the contract for an additional term, written notification will be given to the contractor. Price increases may be negotiated only at the time of renewal. If the County elects to exercise the option to renew the contract for an additional renewal term, the contract price(s) for the renewal term shall not exceed the contract price(s) of the most recent contract term by more than the percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U), Market Research Analysts and Marketing Specialists, or 3%, whichever is the lessor. The source for t his index may be found at the following link: Management, Scientific, and Technical Consulting Services - May 2022 OEWS Industry-Specific Occupational Employment and Wage Estimates (bls.gov)

Q. Contract Extension. The County has the right to extend this contract for up to one hundred eighty (180) days following the final term on the Contract.

END OF REQUEST FOR PROPOSAL

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ATTACHMENT A – State Corporation Commission

Virginia State Corporation Commission (SCC) registration information.

The Offeror, _____:

[ ] 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 offeror 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 offeror'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 offeror'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.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an 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 County reserves the right to determine in its sole discretion whether to allow such waiver): [ ]

_____ _____

Authorized Signature Date

_____

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ATTACHMENT B – References

Offeror Name: _____ RFP _____

A minimum of three (3) references is required. Reference projects shall be for work of similar size, scope, and character, preferably with other public entities.

1. Project Name: _____

Project Description: _____

_____

_____

Business Name: _____

Name of Contact: _____

Phone: _____ Email: _____

2. Project Name: _____

Project Description: _____

_____

_____

Business Name: _____

Name of Contact: _____

Phone: _____ Email: _____

3. Project Name: _____

Project Description: _____

_____

_____

Business Name: _____

Name of Contact: _____

Phone: _____ Email: _____

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ATTACHMENT C – Small and Minority Business Enterprises

RFP No. _____

SMALL AND MINORITY BUSINESS ENTERPRISES

The Procurement Policies and Regulations of Stafford County, Virginia and relevant Federal and State Laws, Orders and Regulations, require Stafford County to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small Women-Owned, Minority-Owned, and Service Disabled Veteran-Owned (SWaM) Business Enterprises.

Definitions:

Small Business: For the purposes of this document a small business concern is one which, regardless of ownership or control:

(a) does not exceed two-hundred and fifty (250) employees.; or
(b) gross annual income does not exceed ten (10) million.
(c) is independently owned and operated (not subsidiary of another firm).

SWaM Business: A business entity which is operated and controlled by a minority:

(a) The terms "operated and controlled" shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own operate, control and share in earnings of fifty-one (51%) percent (51%) or more of such an enterprise.
(b) SWaM entities shall be defined as provided in Virginia Code § 2.2-4310, as amended. PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

SWaM Business Firm: [] Yes [] No

Small Business Firm: [] Yes [] No

The above information is requested for statistical purposes only. All Offeror responses will receive equal consideration for evaluation and award.

CONTACT FOR ADMINISTRATION:

NAME: _____

ADDRESS (OFFICE): _____

_____

TELEPHONE (OFFICE): _____

EMAIL: _____

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ATTACHMENT D – Proprietary Information and Trade Secrets

TRADE SECRETS/PROPRIETARY INFORMATION IDENTIFICATION

IF NO PROTECTION IS NEEDED STATE "N/A" ON THE TABLE BELOW AND SIGN.

Trade secrets or proprietary information submitted by any Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protection of §2.2-4342(F) of the Code of Virginia, in writing, prior to or upon submission of the data or other materials, and must clearly and specifically identify the data or other materials to be protected, and state the reasons why protection is necessary. **The proprietary or trade secret material submitted must be identified by the Offeror on the table below. If the Offeror fails to identify any protected information on the table below, the Offeror by return of this form, hereby releases the County and all of its employees from any and all claims, damages, demands or liabilities associated with the County's release of such information, and agrees to indemnify it for all costs, expenses and attorney's fees incurred by the County as a result of any claims made by Offeror regarding the release of such information. By submitting its proposal, Offeror understands and agrees that any language seeking protection from public disclosure, any specific documents or information, unless identified on the table below, are null and void and of no legal or binding effect on the County.** The classification of line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION / TITLE	PAGE NUMBER(S)	REASON FOR WITHHOLDING FROM DISCLOSURE

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COMPANY NAME: _____

SIGNATURE: _____

ATTACHMENT E – Sample Contract

STANDARD CONTRACT FOR RETAIL CONSULTANT SERVICES
Contract No. 24134

This Stafford County Standard Contract for Retail Consultant Services ("Standard Contract") is entered into by and between the Board of Supervisors of Stafford County, Virginia, or its authorized agents, and the Contractor identified below for services identified herein, on the following terms and conditions. This Standard Contract is prepared in accordance with Chapter 20 of the Stafford County Code.

1. **Definitions.**
As used in this Standard Contract, the term "County" shall mean the Board of Supervisors of Stafford County, Virginia, its officers and employees. As used in this Standard Contract, the term "Contractor" shall mean:

Company Name as per SCC
Address 1
Address 2

2. **Contract Documents.**
The Contract Documents consist of this Standard Contract, together with exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). The following exhibit(s) shall be part of the Contract Documents:
a. Exhibit A: Request for Proposals, dated March 21, 2024
b. Exhibit B:

Where the terms of this Standard Contract vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Standard Contract shall take precedence over any other Contract Document. The Contract is not valid unless executed by a duly-authorized agent of the Contractor and the County.

3. **Provision of Services.**
The Contractor hereby agrees to provide retail consulting services develop a plan for retail, restaurant, and entertainment-related industry, and to attract desired retail, restaurants and entertainment industry-related businesses to the community, ("Services") described in Exhibit A in accordance with the terms and conditions of the Contract Documents. No aspect of the Goods and Services shall be deemed complete until it is accepted by the using County department ("Department").

4. **Contract Term.**
The period of the Contract shall be for a period of one year with four (4) renewal options from the date of execution by the County.

5. **Contract Pricing.**
The County will pay the Contractor in accordance with the terms of the Payment paragraph below, based on the pricing set forth in Exhibit A, for Services provided by the Contractor, as described and required in the Contract Documents, and accepted by the County. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the price(s) of the most recent contract term increased by Consumer Price Index for All Urban Consumers (CPI-U), Market Research Analysts and Marketing Specialists, or 3%, whichever the lesser.

6. **Payment.**

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Payment will be made by the County to the Contractor (1) after receipt by the Department of an invoice detailing the Goods and Services provided by the Contractor, and (2) after said Goods and Services have been accepted by the County. The Department will either approve the invoice or require corrections. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the Contract or any subsequent modifications. The interest rate for any late payments shall accrue at rate of one percent (1%) per month. The County shall not be required to pay or reimburse Contractor for any costs including, but not limited to, reasonable attorneys' fees, incurred by Contractor to collect any overdue amounts, unless said costs are ordered by a court of competent jurisdiction.

7. **Purchase Orders.**
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Director of Procurement or designee ("Contracts Officer"). If the Contractor provides Services without a signed County Purchase Order, it does so at its own risk and expense.

8. **Ownership of Documents and Materials.**

Ownership of all materials and documentation including videos, DVDs, negatives, studies, reports, drawings, specifications, technical memoranda, assessments, and copies of any calculations and analyses (including electronic files) prepared pursuant to this Contract shall belong exclusively to the County. These materials and documentation, whether completed or not, shall be the property of the County, whether the work for which they are made is executed or not, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this Contract. The Contractor shall not use these materials on any other work or release any information about these materials without the express written consent of the County.

Any videos, DVD, negatives or other documents prepared by the Contractor in the performance of its obligations under the resulting Contract shall be the exclusive property of the County of Stafford, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractor's obligations under the resulting contract without the prior written consent of the County of Stafford. Documents and materials developed by the Contractor under the resulting contract shall be the property of the County of Stafford; however, **the Contractor may retain copies, which cannot be used without prior written consent of the County. The County of Stafford agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.**

9. **Delivery and Inspection**
Intentionally Omitted.

10. **Assignability of Contract.**
It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Contracts Officer. If the Contractor desires to assign its right to payment of the Contract, Contractor shall notify the Contracts Officer immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from its obligations or change the terms of the Contract.

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11. Non-Appropriation of Funds.

The obligations of the County to pay compensation due to the Contractor pursuant to the Contract or any other payment obligations under any contract awarded pursuant to this Contract are subject to appropriations by the Stafford County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such appropriation is not made for any fiscal year, the Contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the Contract beyond the amount appropriated for payment obligations under the Contract. The County will provide Contractor with written notice of non-appropriation of funds 30 days after action is completed by the Board of Supervisor, but failure to give such notice shall be of no effect and the County shall not be obligated under the Contract beyond the date of non-appropriation.

12. Termination for Convenience.

(a) The parties agree that the County may terminate the Contract, or any portion thereof, or delivery of goods required hereunder, from time to time either in whole or in part, whenever the County Administrator of Stafford County shall determine that such termination is in the best interest of the County.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Administrator or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

i. cease any further deliveries of Services due under the Contract, on the date, and to the extent, which may be specified in the Notice;

ii. place no further orders with any subcontractors except as may be necessary to perform that portion of the Contract not subject to the Notice;

iii. terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

iv. settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the County Contracts Officer; and

v. use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the County Contracts Officer.

(e) The Contracts Officer shall pay from the Department's budget reasonable costs of termination, including a reasonable amount for profit on Services completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the Services not provided. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount, but no amount shall be allowed for anticipated profit on unperformed Services.

(f) In the event that the parties cannot agree on the amount to be paid to the Contractor by reason of termination under this clause, the Contracts Officer shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

i. with respect to all contract performance prior to the effective date of Notice of Termination, the total of:

(A) the cost of Services performed;

(B) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above; and

(C) a sum as profit on (A) determined by the Contracts Officer to be fair and reasonable.

ii. the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price or Services not

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terminated. In addition, no amount shall be allowed for anticipated profit on unperformed Services.

(g) In the event that the Contractor is not satisfied with any payments which the Contracts Officer shall determine to be due under this clause, the Contractor may dispute any claim in accordance with Paragraph 28 of this Standard Contract concerning Disputes.

(h) When termination for the convenience of the County is a provision of the Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever for loss or damage sustained by a subcontractor as a consequence of termination for convenience.

13. Termination for Default.

If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the Contract, the County shall have the right to terminate the Contract. Any such termination shall be effected by mailing or delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the Contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor until such time as the exact amount of damages due to the County from the Contractor is determined.

14. Payment to Subcontractors.

In accordance with Virginia Code § 2.2- 4354, as amended, the Contractor is obligated to take one of the two following actions within seven days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

(a) Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under the Contract; or

(b) Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under the Contract, except for amounts withheld as allowed in subparagraph (b), above. Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this paragraph may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

All Contractors, if a proprietorships, partnerships, and/or corporations, shall provide the County with its federal employer identification number, or if an individual contractor, their social security number.

15. Examination of Records.

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(a) The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy pertinent books, documents, papers, and records of the Contractor involving transactions related to the Contract.

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of the Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy pertinent books, documents, papers and records of such sub-contractor involved in transactions related to such subcontract, or the Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of the Contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

16. Compliance with Laws.

The Contractor shall comply with all applicable federal and state laws, and with all County ordinances and requirements.

17. Authorization to Conduct Business in the Commonwealth.

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. Any business entity described above that enters into a contract with Stafford County shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required by Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. Stafford County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this paragraph.

18. Employment Discrimination Prohibited.

During the performance of the Contract, the Contractor agrees to not discriminate against the Contractor's employees or applicants for employment in accordance with the requirements of Virginia Code § 2.2-4311, as amended, said requirements are incorporated herein as if stated in their entirety.

19. Employment of Unauthorized Aliens Prohibited.

In accordance with Virginia Code § 2.2-4311.1, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for Services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

20. Drug-Free Workplace.

During the performance of the Contract, the Contractor agrees to provide a drug-free workplace for the Contractor's employees in accordance with the requirements of Virginia Code § 2.2-4312, as amended, said requirements are incorporated herein as if stated in their entirety.

21. Nondiscrimination Clause.

In accordance with Virginia Code § 2.2-4343.1, as amended, the County does not discriminate against faith-based organizations. The County does not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law.

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22. Non-Visual Access.
Intentionally Omitted.

23. Contractor Status.
The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants, partners, or agents of the County except for such purposes as may be specifically enumerated herein, nor shall anything contained in the Contract be construed to create any partnership or joint venture between the parties. The Contractor is solely responsible for the employment, selection, management, and supervision of its own participants and for ensuring that its participants abide by all applicable rules for security, safety and general conduct. The Contractor shall maintain exclusive control over its operations. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

24. General Warranty.
The Contractor agrees to:
(a) Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
(b) Warrant that when the Contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
(c) Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
(d) Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
(e) Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
(f) Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

25. Service Warranty.
The Contractor agrees to:
(a) Furnish Services described in the manner and subject to conditions of the Contract Documents, provided that the County may reduce the Services at any time.
(b) Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
(c) All Services shall be rendered in strict conformance to all laws, statues, and ordinances and the applicable government rules, regulations, methods, and procedures.
(d) Allow Services to be inspected or reviewed by Department staff at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract.
(e) Stipulate that the presence of a Department staff shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. Department staff are not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the Contract Documents. Any omission or failure on the part of the Department staff to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Contracts Officer.

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26. Insurance.

(a) In addition to any other forms of insurance or bonds required in the Contract Documents, the Contractor shall provide and maintain the following insurance.

(i) **Workers' Compensation and Employer's Liability**: Workers' Compensation insurance in accordance with statutory requirements, and Employer's Liability insurance in limits of not less than $500,000 (each employee) or a maximum limit of $1,000,000, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

(ii) **Automobile Liability**: A minimum of $2,000,000 combined single limit for each occurrence for property damage liability and bodily injury liability including death in Automobile Liability coverage. The policy shall cover all persons involved, at any time, and arising out of the ownership, maintenance, or use of owned, non-owned, borrowed, leased, rented, or hired automobiles. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under a standard Automobile Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

(iii) **Comprehensive General Liability**: Comprehensive General Liability insurance at a minimum $1,000,000 per occurrence, written on an occurrence basis, including ongoing and completed operations; contractual liability; and $2,000,000 general aggregate. In addition, Comprehensive General Liability policy shall include a per project aggregate endorsement. Completed project aggregate endorsement shall continue in force for three years following completion of the Contract.

(b) Additional insurance provisions that apply to all Contracts include:

(i) **Additional Insured**: The Stafford County Board of Supervisors, its officers, employees, agents, and volunteers shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above, and it shall be stated on the Insurance Certificate that this coverage "is primary and non-contributory to all other coverage the County may possess."

(ii) **Liability Insurance "Claims Made" basis**: If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub contractor's work under the Contract, or
2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of the Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

(iii) **Excess or Umbrella Liability Policy**: Liability insurance may be arranged by Comprehensive General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

(c) The Contractor shall provide shall provide thirty days (30) notice of cancellation of any insurance policy. Each of the policies shall include a waiver of subrogation against Stafford County, its officers, employees, agents and volunteers.

(d) The insurance specified herein shall be with an insurance company acceptable to the parties hereto and licensed to do business in the Commonwealth of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the subcontractor to cover their operation.

(e) Current insurance certificates documenting compliance with these coverage requirements shall be provided to the Contracts Officer prior to the award of any Contract.

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27. Indemnification.

(a) General Indemnification. Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees, and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this paragraph, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.

(b) Intellectual Property Indemnification.
Intentionally Omitted.

(c) Right to Participate in Defense. The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before entering into such settlement or resolution.

(d) No Indemnification by the County. The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

28. Force Majeure.

(a) A party is not liable for failure to perform the party's obligations if such failure is as a result of acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the Contract, but excluding any industrial dispute which is specific to the performance of the Contract, interruption or failure of electricity or telephone service.

(b) If a party asserts force majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party in writing giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this Contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract.

(c) An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

(d) Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the Contract price during an event of force majeure; and (2) any delay costs in any way incurred by the Contractor due to an event of force majeure.

29. Disputes.

Any dispute concerning a question of fact as a result of the Contract shall be decided by the County Administrator, or designee, who shall render his/her decision in writing and mail or otherwise forward a

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copy to the Contractor within 90 days of the receipt of the claim. The decision of the County Administrator, or designee, shall be final and conclusive unless the Contractor appeals the decision as provided in the Code of Virginia (1950, as amended). The Contractor may not institute a legal action, prior to receipt of the County Administrator's, or his/her designee, decision on the claim, unless the County Administrator, or designee, fails to render such a decision within the time specified.

The Contractor's contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator, or designee, no later than 60 days after the final payment; however, written notice of the Contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which claim is based. Nothing herein shall preclude the Contractor from submission of an invoice for final payment within a certain amount of time after completion and acceptance of the Services. Pendency of claims shall not delay payment of amounts agreed due in the invoice for final payment.

30. Severability.
In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

31. Non-Waiver.
No waiver of any provision of the Contract shall constitute a waiver of any other provision nor shall any waiver of this Contract constitute a continuing waiver unless otherwise expressly provided.

32. Governing Law, Venue, Jurisdiction.
The Contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with the Contract or its performance must be brought in the applicable court of Stafford County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

33. Entire Agreement.
The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents. Neither this Standard Contract nor any of the other Contract Documents may be amended unless in writing, signed by the parties hereto, and approved as to form by the County Attorney.

34. Notices.
Contract administration of the Contract will be performed by the Contracts Officer. Any questions pertaining to the Contract shall be directed to the Stafford County Purchasing Office. Unless otherwise provided herein, all notices and other communications required by the Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

Contact information for the Contractor:
Company name as per SCC
Attention: POC

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Address 1
Address 2
Phone:
Email:

Contact information for the County:

Stafford County Procurement Division
1300 Courthouse Road
P.O. Box 339
Stafford, Virginia 22555-0339
Phone: 540-658-8610
Email: Procurement@StaffordCountyVA.gov

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

35. Survival of Terms.

Upon discharge of this Contract, terms and conditions related to Insurance, Indemnification, Disputes, Notice, and Governing Law, Venue, and Jurisdiction shall continue and survive in full force and effect.

36. Counterparts.

This Contract may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

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COMPANY NAME AS PER SCC	**BOARD OF SUPERVISORS OF STAFFORD COUNTY, VIRGINIA**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT F – Price Proposal

The Offeror hereby proposes to provide the goods and/or services under the terms and conditions of this Request for Proposal as follows:

Per Year $_____

Legal Company Name: _____

D/B/A (if applicable) _____

Address: _____

_____

_____

Name & Title of Person Submitting Proposal: _____

_____

Signature: _____ Date: _____

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WORK SESSION 12/8/25

Immediately after the regular meeting

COUNCIL REGULAR WORK SESSION
AGENDA STATEMENT

Meeting Date: December 8, 2025 **Item# 02A**

Agenda Item: Purchase of ArcGIS Enterprise Software Licensing

Summary: Purchasing received a request from the Department of Planning and Zoning for the procurement of the Enterprise GIS environment and consultant team, from Environmental Systems Research institute, Inc. (Esri), in the amount of $90,537, over a 3-year period, $30,179 annually. The software is to support the newly created GIS position, in its duties, analysis, and data management.

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

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

8101-R43005	Planning & Zoning – Maintenance Service Contract	$25,980.00
8101-43005	Planning & Zoning – Maintenance Service Contract	$ 4,199.00
		$30,179.00

Staff Recommendation: Staff recommends approving as presented.

Quotation # Q-561194

Date: October 30, 2025

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

Customer # 114093 **Contract # 00303016.3**

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

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

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

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

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

For questions contact:	Email:	Phone:
Jessie White	jwhite@esri.com	(909) 793-2853 x7945

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

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

Quotation # Q-561194

Date: October 30, 2025

Customer # 114093 **Contract # 00303016.3**

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

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

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

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

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

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

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

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

For questions contact:	**Email:**	**Phone:**
Jessie White	jwhite@esri.com	(909) 793-2853 x7945

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

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

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

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

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

Table A
List of Products

Uncapped Quantities (annual subscription)

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

Capped Quantities (annual subscription)

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

Other Benefits

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

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

Term of Agreement: Three (3) years

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

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

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CUSTOMER CONTACT INFORMATION

Contact: _____ Telephone: _____

Address: _____ Fax: _____

City, State, Postal Code: _____ E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—Additional Definitions

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

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

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

"Fee" means the fee set forth in the Quotation.

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

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

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

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

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

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

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

2.0—Additional Grant of License

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

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

3.0—Term, Termination, and Expiration

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

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

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

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

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

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

4.0—Product Updates

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

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

5.0—Maintenance

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

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

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

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

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

6.0—Endorsement and Publicity

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

7.0—Administrative Requirements

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

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

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

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

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

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

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

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

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9.0—Mergers, Acquisitions, or Divestitures

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

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

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Town of Front Royal
Planning & Zoning

MEMO

TO: **The Purchasing Department**

FROM: **Lauren Kopishke, Director of Planning**

DATE: **December 2, 2025**

SUBJECT: **Recommendation to Purchase ESRI Enterprise Licensing**

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

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

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

Thank you,
Lauren Kopishke

Lauren Kopishke
Director of Planning
Town of Front Royal

evoqua
WATER TECHNOLOGIES

Evoqua Products and Services Proposal

Prepared For:

TOWN OF FRONT ROYAL

MANASAS AVE
FRONT ROYAL, VA 22630

Quote #: 02550914

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Transforming Water. Enriching Life.®

EVOQUA WATER TECHNOLOGIES

Quote Number: 02550914
Account ID: 0001059349
RFQ Number: H108433-05

Proposal For:
TOWN OF FRONT ROYAL
Clark Neff
MANASAS AVE
FRONT ROYAL, VA 22630
Phone: 540-692-4723
cneff@frontroyalva.com

Desiree Barton
Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188
+12625218257
desiree.barton@xylem.com

Item Pricing Summary

Items

Item	Part No Description	Qty	Net Price	Ext Price
1	**W3T268409** H40A Drive - Conversion from Current NH36 DRIVE ASSY-H40ALT, CW,0.04RPM,EURO INCLUDING SHIMS/HARDWARE FOR THE CONVERSION	1 EA	$67,836.43	$67,836.43
2	Installation of New H40A Drive - Standard Schedule - No Hole / Fire Watch - No Electrical - No Site Specific Safety Requirements - No Concrete Work - All Demo'd Materials Disposed Of On Site	1 EA	$63,058.33	$63,058.33

Currency: USD

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Quote Totals

Item(s) Subtotal:	$ 130,894.76
Freight:	$ 2,200.00
Total Net Price:	**$ 133,094.76**

Proposal Notes

Estimated Lead Time 12-20 Weeks ARO.

Please provide tax exempt certificate with purchase order.

Our Manufacturer Rep in your area is:

Representative: Steve Childers
Company: Heyward Incorporated of Virginia, Inc.
List Address: 10146 West Broad Street
Glen Allen, VA, 23060
Phone: (804) 543-5971
Email: schilders@heywardincorporated.com

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Material Escalation

Due to volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 310.045 for June 2024. If the MMPI exceeds 319.346 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 319.346.

Further Evoqua's price does not account for increased costs, delays and inefficiencies associated with current regulations and guidelines concerning COVID-19. Should these, or any additional, restrictions be implemented by any governing body, the CDC, or the customer or user of the Equipment to address COVID-19, Evoqua reserves the right to request a change order to the extent its costs or time for performance are increased by additional restrictions.

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Payment Terms and Delivery

PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Shipping Information

- Prepaid and Add: Shipping and Handling Charge

Terms

- This quote is valid until 12/13/25
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions

Taxes, Tariffs and Duties

- The pricing provided in this proposal does not include applicable Sales Tax or GST.
- If your company is exempt from Sales Tax or GST, or eligible for a reduced rate of tax, a tax exemption certificate must be provided no later than with your purchase order.
- If a timely, valid exemption certificate or other documentation is not provided, any applicable Sales Tax or GST will be invoiced and payable.
- New customers may be required to supply a signed credit application to be approved for credit terms.
- NOTE: You may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs/. Ask us how to avoid paying fees by migrating to ACH CTX payment type.
- Unless Seller's Documentation specifically provides otherwise, all taxes, levies, duties, tariffs and other governmental charges, and any incremental increases thereto, shall be paid by the Buyer. Seller reserves the right to adjust pricing and schedule of the affected goods to reflect any impact resulting from tariffs. Seller is not obligated to deliver the goods and/or services until an agreement on the new price and/or schedule has been reached.

Purchase Order

- Customer must provide a VALID hard copy Purchase Order reflecting N30 - Net 30 days terms for all services/equipment. If a VALID hard copy Purchase Order cannot be provided, a credit card payment must be received in advance of the order.
- VALID hard copy Purchase Order should be sent to desiree.barton@xylem.com
- If paying by credit card in lieu of Purchase Order, contact your Sales Representative.

You may also mail to:

Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188

Payment SHOULD NOT be sent to this above address.

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Quote Number: 02550914
Account ID: 0001059349
RFQ Number: H108433-05

Evoqua Water Technologies Banking Details

ACH - CTX

Evoqua's preferred payment method is via ACH - CTX:
JP Morgan Chase Bank
Attn: Evoqua Water Technologies, LLC
Account #: 603148011
Swift Code: CHASUS33
ACH Routing / ABA: 044000037
Wire Routing / ABA: 021000021
Remittance details should go to: electronicfunds@evoqua.com

PAPER CHECKS VIA POSTAL SERVICE

Paper checks via Postal Service:
Send to our Lockbox, address is:
Evoqua Water Technologies LLC
28563 Network Place
Chicago, IL 60673-1285

PAPER CHECKS VIA OVERNIGHT / COURIER

Paper checks via Overnight / Courier:
JP Morgan Chase Bank
Attn: Evoqua Water Technologies Lockbox 28563
131 S Dearborn, 6th Floor
Chicago, IL 60603
Remittance details should go to: electronicfunds@evoqua.com

**** If ever instructed to change banking information, contact us immediately at 1-800-466-7873 ****

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1. Agreement, Integration and Conflict of Terms. "**Proposal**" means the Seller's quotation, proposal and/or sales form, including any special conditions expressly incorporated by reference, and these terms and conditions. "**Seller**" means the applicable affiliate of Xylem Inc. that is party to the Agreement. "**Buyer**" means the entity that is party to the Agreement with Seller. "**Agreement**" means the definitive agreement, comprised of the Proposal and any other documents expressly included or incorporated by reference will govern the Buyer and Seller relationship. Seller's Proposal is expressly conditioned on Buyer's acceptance of these terms and conditions. Any additional or different terms and conditions contained in Buyer's purchase order or other communication will have no effect on the Agreement unless specifically agreed to in writing by the parties; and Seller hereby objects, and any such proposed modifications will not constitute Seller's acceptance of any such modifications. Seller's commencement of performance or delivery will not be deemed or construed as acceptance of Buyer's additional or different terms and conditions. In the case of any conflict among the foregoing documents, these terms will take precedence with the exception of (i) price and delivery, which will be governed by the order acknowledgment (if any) and invoice; and (ii) the Warranty, which will be governed by Seller's product documentation. This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.

2. Proposal, Withdrawal, Expiration. Unless otherwise stated in writing, Proposals are valid for thirty (30) calendar days from the date of issuance, unless otherwise provided therein. Seller reserves the right to cancel or withdraw the Proposal at any time with or without notice or cause prior to acceptance by Buyer to the Proposal terms, or after Buyer' acceptance if Buyer fails to complete any actions required by the Proposal for Seller to proceed. Seller nevertheless reserves its right to accept any contractual documents received from Buyer after this 30-day period.

3. Prices. Prices apply to the specific quantities stated in the Proposal. Prices include handling fees and standard packing according to Seller's specifications for delivery. Buyer will, as an additional charge, pay all costs and taxes for special packing requested by Buyer, including packing for exports. To the extent allowed under law, prices are subject to change without notice. The price for the goods does not include any applicable sales, use, excise, Goods and Services Tax, Value Added Tax, or similar tax, duties, tariffs, or other governmental charges. Buyer will have the responsibility for the payment of all such applicable levies.

4. Payment Terms. Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Unless different payment terms are expressly set forth in the applicable Proposal or order acknowledgment or Sales Policy Manual, goods will be invoiced upon shipment. Buyer's payment must be in Seller's local currency, as determined by Seller's office location to which the order has been submitted. Any payment amount made by Buyer via credit card will be subject to a 3.0% charge. Payment in full is due within thirty (30) days from the invoice date ("**Payment Due Date**"), unless otherwise stated in Seller's documentation. Any Buyer-requested delivery delay solely affects delivery date and will not in any way alter the original Payment Due Date. If Buyer fails to make payment when due, Buyer agrees that Seller may apply a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller's credit department. Export shipments will require payment prior to shipment or an appropriate Letter of Credit. If, during the performance of the Agreement, the financial responsibility or condition of Buyer is such that Seller in good faith deems Buyer insecure, Seller may: (a) request financial assurances; (b) suspend performance and will not be obligated to continue performance under the Agreement; (c) stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance; and/or (d) terminate the order per Article 11. Seller also retains any/all rights to enforce payment defaults to the full price of the work completed and in process. Upon default by Buyer in payment when due, if Buyer fails to immediately and without demand pay to Seller the entire amount in default for any and all shipments made to Buyer, irrespective of the applicable terms and/or contract under which those shipments were as a debt due to Seller, Seller may withhold all subsequent shipments until the full amount in default is settled. Acceptance by Seller of less than full payment will not be a waiver of any of its rights hereunder. Buyer may not assign or transfer this Agreement or any interest in it, or monies payable under it, without the prior written consent of Seller and any assignment made without this consent will be null and void.

5. Title, Delivery, Risk of Loss, Delay. Delivery dates are estimates, and time is not of the essence. Unless otherwise specified by Seller, delivery and transfer of risk of loss for shipments to Buyers that are not Related Party Buyers will be made Ex Works (Incoterms 2020), Seller's plant or Distribution Center. Title will pass when risk of loss transfers. If Seller is required to warehouse or store goods on behalf of Buyer, due to a Buyer delay or request (see Article 23), warehouse and storage fees will be applied and payable upon invoice, as will any required maintenance throughout the delay. Risk of loss for all stored goods will be borne by Buyer from the start of this period. Seller has no obligation to the Buyer to arrange insurance while Buyer's goods are in storage at named place, with all such responsibility and insurance to be borne by Buyer accordingly. Seller will not be responsible to Buyer for any loss, whether direct, indirect, incidental or consequential in nature, or for any loss of profits or revenue, or liquidated damages, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Buyer will reimburse Seller for the additional cost of its performance resulting from inaccurate or lack of delivery

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instructions, or by any act or omission on Buyer's part. Any such additional cost may include storage, insurance, protection, re-inspection and delivery expenses. Buyer further agrees that any payment due on delivery will be made on delivery into storage as though goods had been delivered in accordance with the order.

"**Related Party Buyers**" means Buyers, directly or indirectly, owned more than fifty percent (50%) by Xylem Inc. or under significant or joint control by Xylem Inc. For export shipments from the U.S.A. to Related Party Buyers, delivery and transfer of risk of loss for the goods will be DAP (Incoterms 2020), port of destination unless otherwise specified. Related Party Buyer will be importer of record for any customs clearance. For shipments to Related Party Buyers that are not export shipments from the U.S.A., delivery and transfer of risk of loss will be FCA (Incoterms 2020), Seller's plant or Distribution Center unless otherwise specified. For all Related Party Buyer transactions, title will pass to Buyer when risk of loss passes to Buyer.

Buyer grants to Seller a continuing security interest in and a lien upon the goods supplied by Seller under this Agreement and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of all of its obligations to Seller under the Agreement and all such other sales, and Buyer will have no right to sell, encumber or dispose of the goods. Buyer's respective insurance policy for any such Seller claim will include a waiver of subrogation in favor of Seller. Buyer will execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable, or appropriate to establish, perfect or protect Seller's title, security interest and lien. In addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's expense, in Buyer's name and on its behalf. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted by law.

6. Warranty. Except as provided above, for goods sold by Seller to Buyer(s) that are used by Buyer for personal, family or household purposes, Seller warrants the goods to Buyer on the terms of Seller's limited warranty available on Seller's website. For any other purpose, Seller warrants that the goods sold to Buyer under the Agreement (with the exception of software, membranes, seals, gaskets, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the Proposal) will be (i) built in accordance with the specifications referred to in the Proposal, if such specifications are expressly made a part of the Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the date of shipment (which date of shipment will not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever occurs first, unless a longer period is specified in the product documentation (the "**Warranty**"). For services, the warranty period will be three (3) months from the date the services are performed unless otherwise expressly set forth in the Proposal or sales form or order acknowledgment.

Seller will, at its option, either repair or replace any goods which fails to conform with the Warranty; provided, however, that under either option, Seller will not be obligated to remove the defective goods or install the replaced or repaired goods and Buyer will be responsible for all other costs, including service costs, shipping fees and expenses.

Buyer's failure to comply with Seller's repair or replacement advice will constitute a waiver of Buyer's rights and render all warranties void. Any parts repaired or replaced by Seller under the Warranty are warranted only for the remaining balance of the warranty period. The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within ten (10) days, or shorter period as dictated by the issue, of the date when any defects are first manifest. Seller will have no warranty obligations to Buyer with respect to any goods or parts of the goods that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with goods supplied by Seller hereunder; or (h) not sold by Seller or its authorized supplier. In any case of goods not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such goods.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE GOODS AND WILL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER.

7. Inspection. Buyer will have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site, Buyer will notify Seller in writing of any apparent shipment shortages, damages, or nonconformity of the goods within three (3) days from receipt by Buyer, unless a shorter period is required in Seller's Proposal. For all other deliveries, Buyer will notify Seller in writing of any nonconformity with this Agreement within fourteen (14) days from receipt by Buyer. Failure to give such

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applicable notice will constitute a waiver of Buyer's right to inspect and/or reject the goods for nonconformity and will be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller unless different terms are expressly set forth in Seller's Proposal

8. SELLER'S LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT WILL SELLER'S LIABILITY EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER WILL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, LIQUIDATED, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, TREBLE, OR EXEMPLARY DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL BE EFFECTIVE WITHOUT REGARD TO SELLER'S ACTS OR OMISSIONS OR NEGLIGENCE OR STRICT LIABILITY IN PERFORMANCE OR NON-PERFORMANCE HEREUNDER.

To the extent the Agreement provides a specified remedy for a default or breach, the given remedy will be Seller's sole liability and Buyer's sole and exclusive remedy for the default or breach to the exclusion of any and all other remedies that may be available at law, in equity, or otherwise. The terms of this Article 8 survive expiry or termination of the Agreement and prevail over all other provisions contained in the Agreement.

9. USED GOODS. USED GOODS ARE SOLD IN AN AS IS, WHERE IS CONDITION. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY OR CONDITION OF THE GOODS, OR ITS SUITABILITY FOR ANY USE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS EXPRESSLY AGREED UPON IN WRITING BETWEEN THE PARTIES. SELLER WILL HAVE NO LIABILITY TO BUYER HEREUNDER OR IN CONNECTION WITH THE GOODS, INCLUDING WITHOUT LIMITATION, FOR LOSS OF PROFIT, LOSS OF INCOME, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

10. Force Majeure. Seller may cancel, terminate, or suspend this Agreement and Seller will have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to Force Majeure. "**Force Majeure**" means any event or circumstance beyond Seller's reasonable control, including but not limited to: (A) acts of God, such as natural disasters, drought, fire, flood, earthquake, tsunami; (B) war (declared or undeclared), riots, insurrection, rebellion, acts of the public enemy, acts of terrorism, sabotage, blockades, governmental authorities acts or inactions, embargoes; (C) disease, pandemics, epidemics; (D) currency restrictions; and (E) labor shortages or disputes, unavailability of components, materials, or parts, fuel, power, energy or transportation facilities; failures of suppliers or subcontractors to effect deliveries. In all such cases, the time for performance will be extended in an
amount equal to the period necessary for Seller to recover from the event, provided that Seller will, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notify Buyer of the delay and of the anticipated duration and consequence thereof; and, to the extent the Force Majeure impacts the pricing specified in the Proposal or Agreement, as the case may be, Seller will notify Buyer of the revised pricing and its basis. Should Buyer reject any such Force Majeure-related pricing increase, the parties will resolve in accordance with the Agreement's dispute resolution process. Seller will resume performance of its obligations hereunder with the least possible delay.

11. Cancellation; Termination. Except as otherwise provided in this Agreement, no order may be cancelled on special or made-to-order goods or unless otherwise requested in writing by either party and accepted in writing by the other. If a cancellation is requested by Buyer, Buyer will, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which will include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable profit charge. Return of goods will be in accordance with Seller's most current Return Materials Authorization and subject to a minimum fifteen percent (15%) restocking fee, unless otherwise specified.

Notwithstanding anything to the contrary in the Agreement, if the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or if Buyer will be adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver will be appointed on account of Buyer's insolvency, Seller may, upon providing Buyer notice that has immediate effect upon issuance, terminate the Agreement. If Buyer fails to make any payment when due under this Agreement, or if Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. If any termination under this Article 11, Seller will be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph immediately and without notice as a debt due. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, the rights, obligations and liabilities of the parties which will have arisen or been incurred under this Agreement prior to its termination will survive such termination.

12. Drawings. All drawings are the property of Seller. Seller does not supply detailed or

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shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's Proposal show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the Proposal, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense.

13. Confidential Information. Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively, "**Confidential Information**") disclosed to Buyer will be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Confidential Information without first having obtained Seller's written consent. Buyer's agreement to refrain from disclosing, using or reproducing Confidential Information will survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Confidential Information to any third party will result in Seller's suffering irreparable harm. Seller may also seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

14. Installation and Start-up. Unless otherwise agreed to in writing by Seller, installation will be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the warranty is void. If Buyer has engaged Seller to provide an engineer for start- up advisory services such engineer will function in an advisory capacity only and Seller will have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it will furnish, at Buyer's expense, all necessary foundations, supplies, labor and facilities that might be required to install and operate the goods.

15. Specifications; Back-charges. Changes in specifications requested by Buyer are subject to Seller's written approval. If such changes are approved, the price for the goods and the delivery schedule will be changed to reflect such changes. Buyer will not make purchases, nor will Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

16. Buyer's Warranty. Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including influent quality, temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

17. Product Recalls. In cases where Buyer purchases for resale, Buyer will take all reasonable steps (including those measures prescribed by the Seller) to ensure: (a) all customers of the Buyer and authorized repairers who own or use affected goods are advised of every applicable recall campaign of which the Buyer is notified by the Seller; and (b) modifications notified to Buyer by Seller by means of service campaigns, recall campaigns, service programs or otherwise are made with respect to any goods sold or serviced by Buyer to its customers or authorized repairers. Should Buyer fail to perform any of the actions required under this obligation, Seller will have the right to obtain names and addresses of the Buyer's customers from Buyer and Seller will be entitled to get into direct contact which such customers.

18. GOVERNING LAW. THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE JURISDICTION WHERE SELLER'S OFFICE IS LOCATED TO WHICH THIS ORDER HAS BEEN SUBMITTED (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER WILL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. THIS ARTICLE 18 WILL SURVIVE ANY TERMINATION, CANCELLATION, OR EXPIRATION OF THE AGREEMENT.

19. DISPUTE RESOLUTION. Prior to the commencement of any litigation, in the event of any dispute between the Buyer and Seller arising out of or in connection with the Agreement or the good or services contemplated therein; Buyer and Seller agree to first make a good faith effort to resolve the dispute informally. The first attempt at dispute resolution shall be made by the technical project managers (or equivalent) of the parties. Should resolution not be reached within ten (10) business days, senior management of both parties will attempt to resolve the dispute. If the parties are still unable to resolve the dispute, the dispute will be sent to litigation. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT

20. Export Regulation. Seller's goods, including any software, documentation and any related technical data included with, or contained in, or utilized by such goods or deliverables, may be subject to applicable export laws and regulations, including United States Export Administration Regulations and Buyer will comply with all such applicable laws and regulations. In particular, the Buyer will not, and will not permit any third parties to, directly or indirectly, export, re-export or release any goods to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any goods is prohibited by applicable law, regulation or rule. The Buyer will be responsible for any breach of this Article 20.

21. Privacy and Customer Data. Buyer acknowledges that Seller may collect and process personal data for the purposes outlined in the Agreement. Seller's data

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privacy policy is available at https://www.xylem.com/en-us/support/privacy/. Buyer acknowledges that it has read and understood Seller's privacy policy and agrees to the use of personal data outlined herein. The collection and use of personal data by Buyer is Buyer's responsibility. Some Seller goods are equipped with cloud communication capability resulting in these goods automatically transmitting, on an encrypted basis, data to Seller's X-Cloud. Unless otherwise specified in the Agreement, Buyer agrees and authorizes Seller to indefinitely store any data collected from Seller goods ("**Customer Data**") on Seller's hardware, software, networking, storage, and related technology. Buyer grants Seller and Seller's affiliates a worldwide, royalty-free, non-exclusive, irrevocable right and license to access, store and use such Customer Data to: (a) provide services; (b) analyze and improve services; (c) analyze and improve any Seller or affiliate goods or software; and (d) for any other internal use, provided any such internal use is limited to using the Customer Data in an aggregated and anonymized manner that cannot be reconstituted as Buyer's Customer Data.

22. Titles; Waiver; Severability. The article titles are for reference only and will not limit or restrict the interpretation or construction of this Agreement. Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, will not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard. The partial or complete invalidity of any one or more provisions of this Agreement will not affect the validity or continuing force and effect of any other provision.

23. Changes. Any requested change(s) to the work set forth in this Agreement, including to the delivery schedule, requires the parties to enter into a written change order that contains a description of the change(s) and all other applicable terms, including change in price, storage fees, and/or delivery schedule ("**Change Order**"). A Change Order may be requested by either party. For any Buyer-related change to the delivery schedule, including any due to a Buyer delay, the parties will enter into a Change Order and any such Change Order will state the revised delivery date(s), the revised Agreement price, storage and maintenance fees, and all other respective revisions. Seller will not be obliged to proceed with any change and no such change will be binding or have any effect on Seller or this Agreement unless/until the parties enter into a Change Order; provided, however, that if Seller must store goods due to a buyer delay, all associated risk, expenses, and fee will nonetheless be borne by Buyer from the beginning of the delay period. Should Seller's ability to proceed with the work be altered by Buyer's delay in entering into a Change Order, Seller also will be entitled to assess late fees and suspend performance of all work for the period of delay.

Agreed to by:_____
Signature

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SOLE SOURCE JUSTIFICATION FORM

Requesting Department: Planning & Zoning

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

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

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

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

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

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

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

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

_____ **None of the above apply (Please attach explanation)**

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

Circle one: History Cost of similar commodities or services

Published prices **Negotiated cost**

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

Initiator: _____ **Date:** 11/24/25
Signature

Verification by Department Head: Lauren Kopishke
Signature

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SOLE SOURCE LETTER

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

DATE: October 30, 2025

TO: Charles Hutchings, Town of Front Royal

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

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

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

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

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

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

J.Ricks
Jackie Ricks

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Esri 380 New York St., Redlands, CA 92373-8100, USA • TEL 909-793-2853 • FAX 909-793-5953 • E-MAIL info@esri.com • WEB www.esri.com

COUNCIL REGULAR WORK SESSION
AGENDA STATEMENT

Meeting Date: December 8, 2025 **Item: 02B**

Agenda Item: Request to Vacate a portion of the unimproved street between East 4th Street and Lot 16.

Summary: The applicant, 218 E. 4th St. LLC, is requesting to vacate a 12,914 square foot portion of the unimproved street between East 4th Street and Lot 16.

Staff comments have been provided. The street was originally platted by the Front Royal and Riverton Improvement Company; therefore, staff is also recommending a title examine be completed by the applicant.

Budget/Funding: N/A

Staff Recommendation: Advertise for a public hearing on January 26, 2026. Following the first public hearing, Council may deny the application, may postpone action and appoint viewers to view the public way and report any inconvenience that would result from granting application, or may approve the application and pursue the sale of the property.

#2500536

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

APPLICANT INFORMATION
(please print)

Name 218 E 4TH ST LLC

Mailing Address 100 E 8th Street
Front Royal, Va. 22630

Phone # c/o Joe Brogan 540-974-6013 **E-mail** broganpls@comcast.net

VACATION INFORMATION

Description (please select all that apply)
- ☒ **Street/Portion of Street**
- ☐ **Alley/Portion of Alley**
- ☐ **Other** *(please specify)* _____

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

Reason for request See Attached

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

Applicant's Signature _____ Date 10-28-25

Completed application shall be returned by mail or delivery to:
Planning and Zoning Office, Town Hall, 102 E. Main Street, P.O. Box 1560, Front Royal, VA 22630
Additional Information: Planning and Zoning (540)635-8007, Monday-Friday, 8:00am – 4:30m

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

Revised 05/1/2025

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REASON FOR REQUEST:

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

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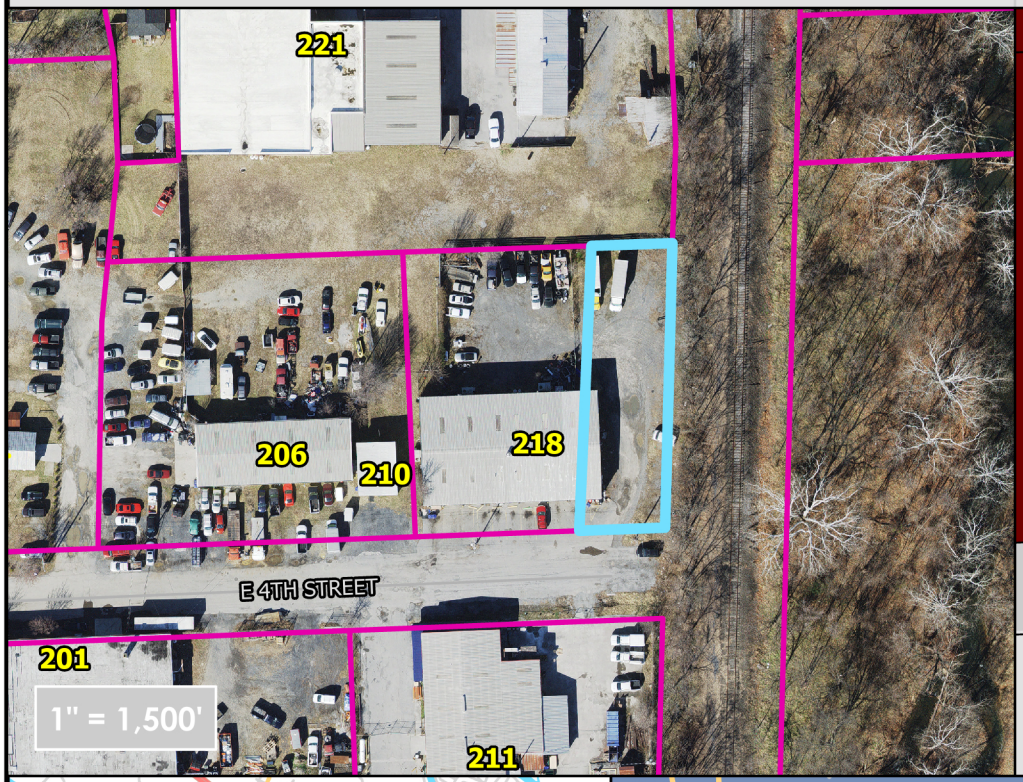
Town of Front Royal

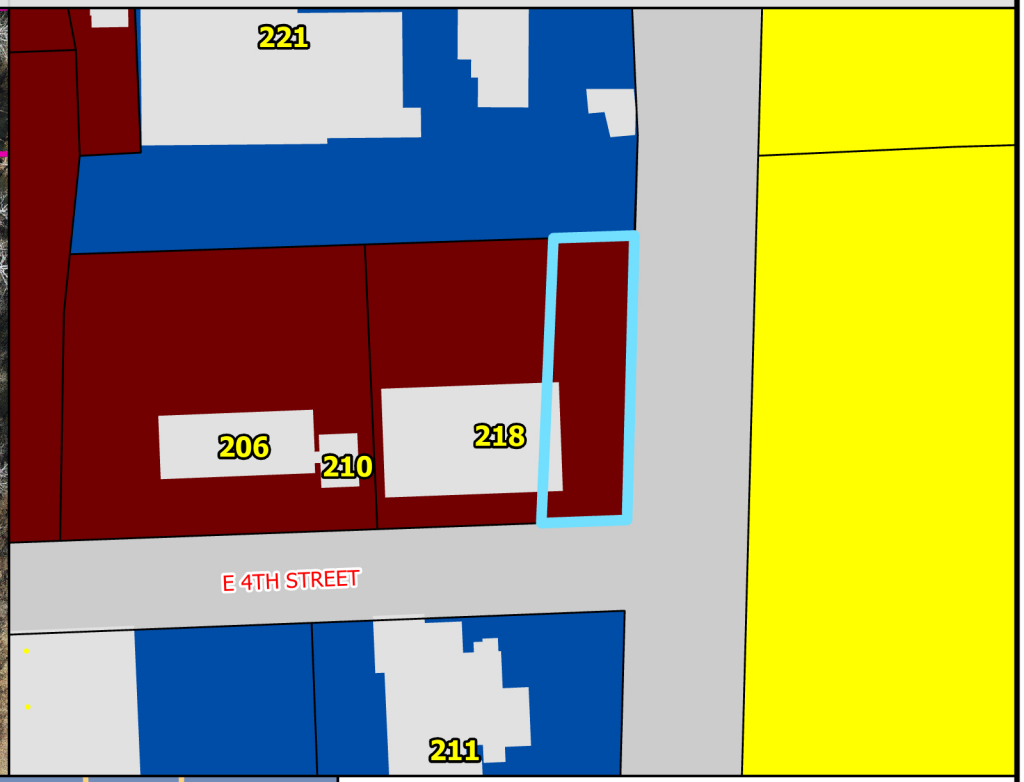
Location Map

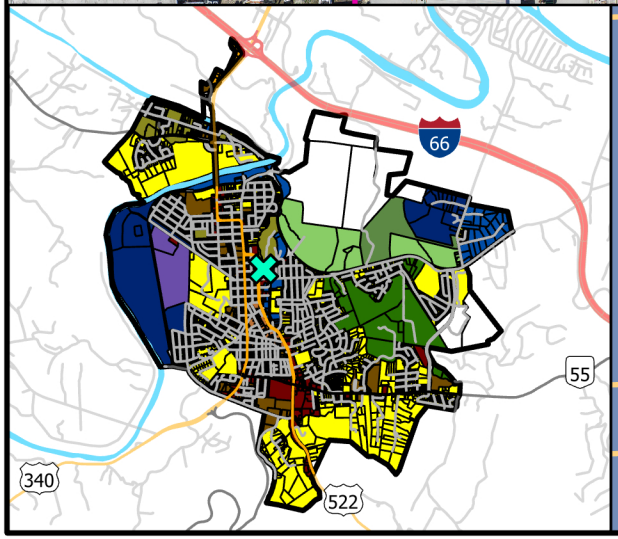
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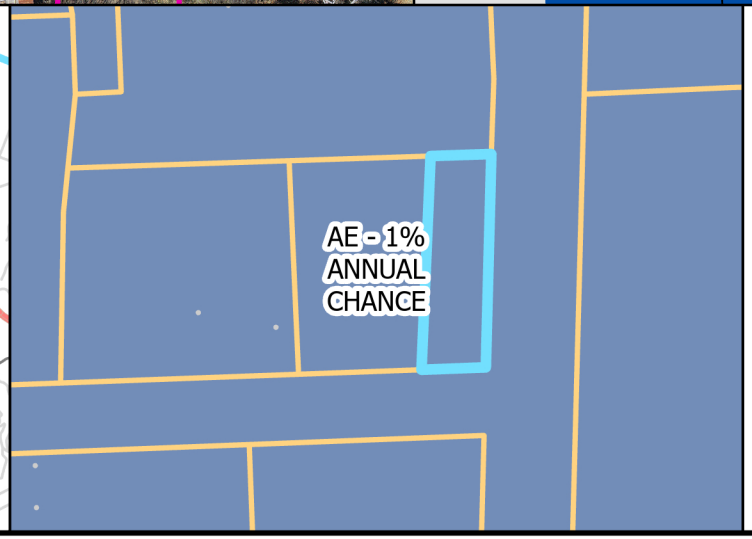
Purpose: Alley Vacation
Applicant: 218 E 4th St LLC

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



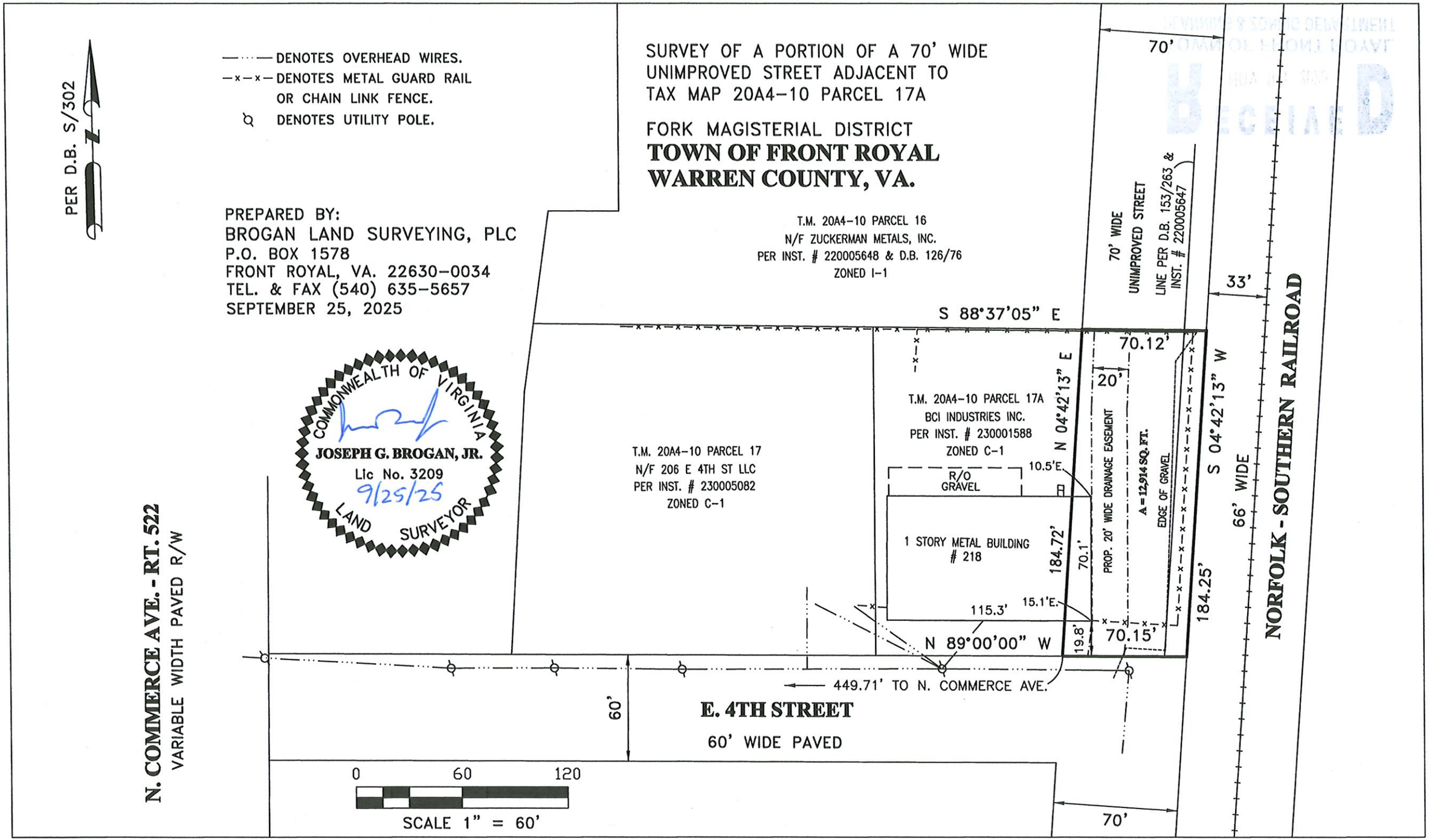






Zoning

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


PER D.B. S/302
—·····— DENOTES OVERHEAD WIRES.
—x—x— DENOTES METAL GUARD RAIL OR CHAIN LINK FENCE.
DENOTES UTILITY POLE.
SURVEY OF A PORTION OF A 70' WIDE UNIMPROVED STREET ADJACENT TO TAX MAP 20A4-10 PARCEL 17A
FORK MAGISTERIAL DISTRICT
TOWN OF FRONT ROYAL
WARREN COUNTY, VA.
PREPARED BY:
BROGAN LAND SURVEYING, PLC
P.O. BOX 1578
FRONT ROYAL, VA. 22630-0034
TEL. & FAX (540) 635-5657
SEPTEMBER 25, 2025
COMMONWEALTH OF VIRGINIA
JOSEPH G. BROGAN, JR.
Lic No. 3209
9/25/25
LAND SURVEYOR
T.M. 20A4-10 PARCEL 16
N/F ZUCKERMAN METALS, INC.
PER INST. # 220005648 & D.B. 126/76
ZONED I-1
70' WIDE UNIMPROVED STREET
LINE PER D.B. 153/263 & INST. # 220005647
70'
33'
S 88°37'05" E
70.12'
20'
T.M. 20A4-10 PARCEL 17A
BCI INDUSTRIES INC.
PER INST. # 230001588
ZONED C-1
N 04°42'13" E
T.M. 20A4-10 PARCEL 17
N/F 206 E 4TH ST LLC
PER INST. # 230005082
ZONED C-1
R/O GRAVEL
10.5'E.
1 STORY METAL BUILDING
218
184.72'
70.1'
PROP. 20' WIDE DRAINAGE EASEMENT
A = 12,914 SQ. FT.
EDGE OF GRAVEL
S 04°42'13" W
184.25'
66' WIDE
NORFOLK - SOUTHERN RAILROAD
115.3'
15.1'E.
19.8'
70.15'
N 89°00'00" W
449.71' TO N. COMMERCE AVE.
N. COMMERCE AVE. - RT. 522
VARIABLE WIDTH PAVED R/W
60'
E. 4TH STREET
60' WIDE PAVED
0
60
120
SCALE 1" = 60'
70'

COUNCIL REGULAR WORK SESSION
AGENDA STATEMENT

Meeting Date: December 8, 2025 **Item: 02C**

Agenda Item: Request to Vacate a portion of the unimproved street between East 5th Street and Happy Creek.

Summary: The applicant, Zuckerman Metals Inc, is requesting to vacate a 14,188 square foot portion of the unimproved street between East 5th Street and Happy Creek.

Staff comments have been provided. The street was originally platted by the Front Royal and Riverton Improvement Company; therefore, staff is also recommending a title examine be completed by the applicant.

Budget/Funding: N/A

Staff Recommendation: Advertise for a public hearing on January 26, 2026. Following the first public hearing, Council may deny the application, may postpone action and appoint viewers to view the public way and report any inconvenience that would result from granting application, or may approve the application and pursue the sale of the property.

#2500537

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

APPLICANT INFORMATION
(please print)

Name Zuckerman Metals Inc.

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

Phone # 540-635-2105 **E-mail** _____

VACATION INFORMATION

Description (please select all that apply)
- ■ **Street/Portion of Street**
- ☐ **Alley/Portion of Alley**
- ☐ **Other** *(please specify)* _____

Location
North ~~and South~~ of the end of E. 5th Street AREA "A"

Reason for request See Attached

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

Applicant's Signature _____ Date 11/4/25

Completed application shall be returned by mail or delivery to:
Planning and Zoning Office, Town Hall, 102 E. Main Street, P.O. Box 1560, Front Royal, VA 22630
Additional Information: Planning and Zoning (540)635-8007, Monday-Friday, 8:00am – 4:30m

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

Revised 05/1/2025

COPY

REASON FOR REQUEST:

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

COPY

Town of Front Royal

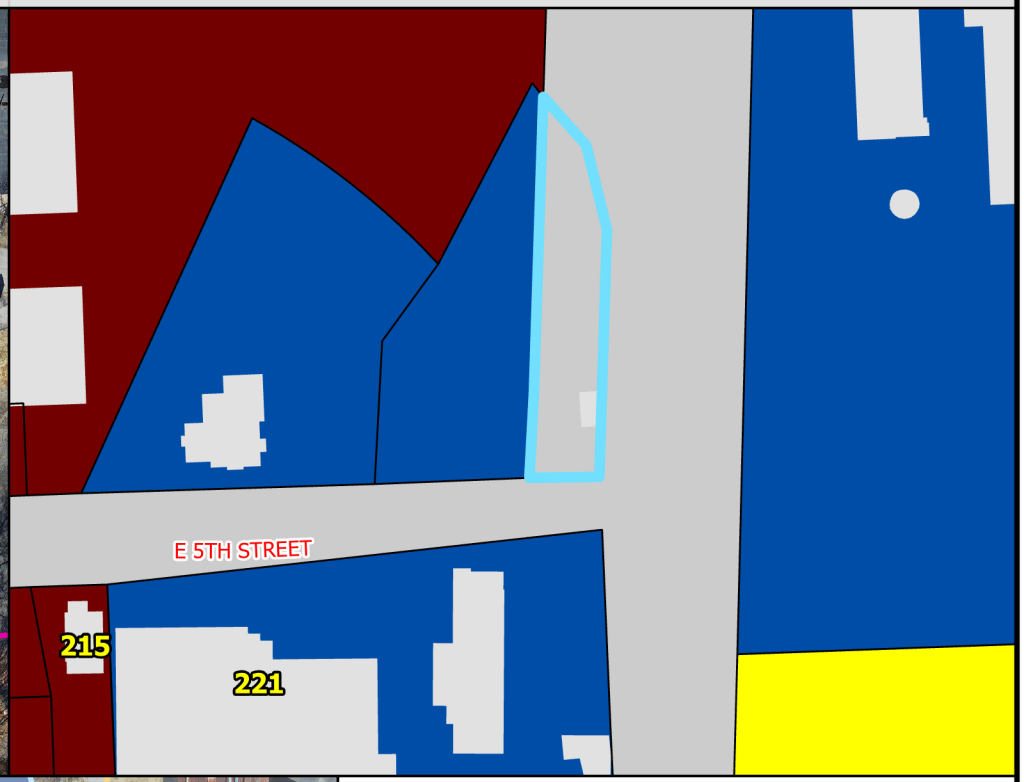
Location Map

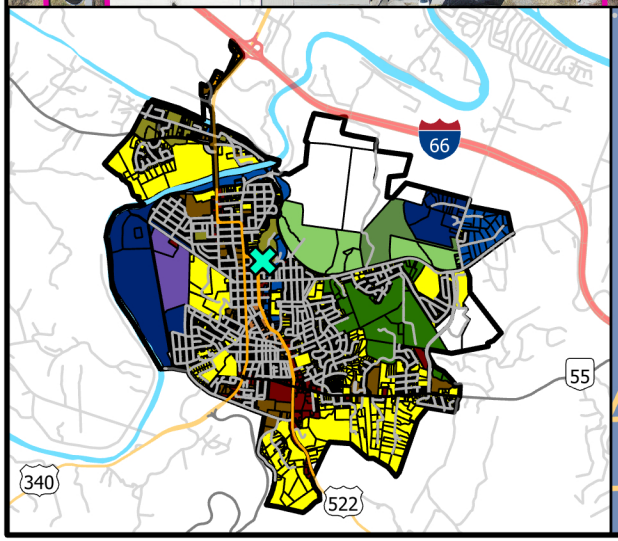
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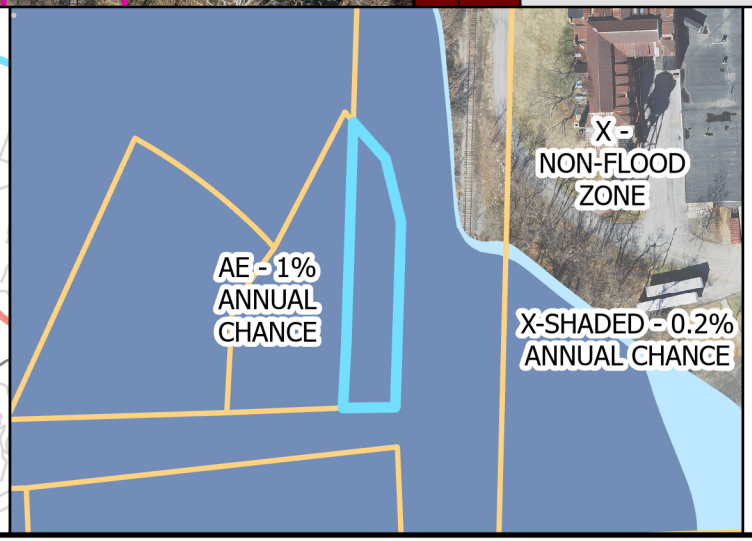
Purpose: Alley Vacation
Applicant: Zuckerman Metals Inc.

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



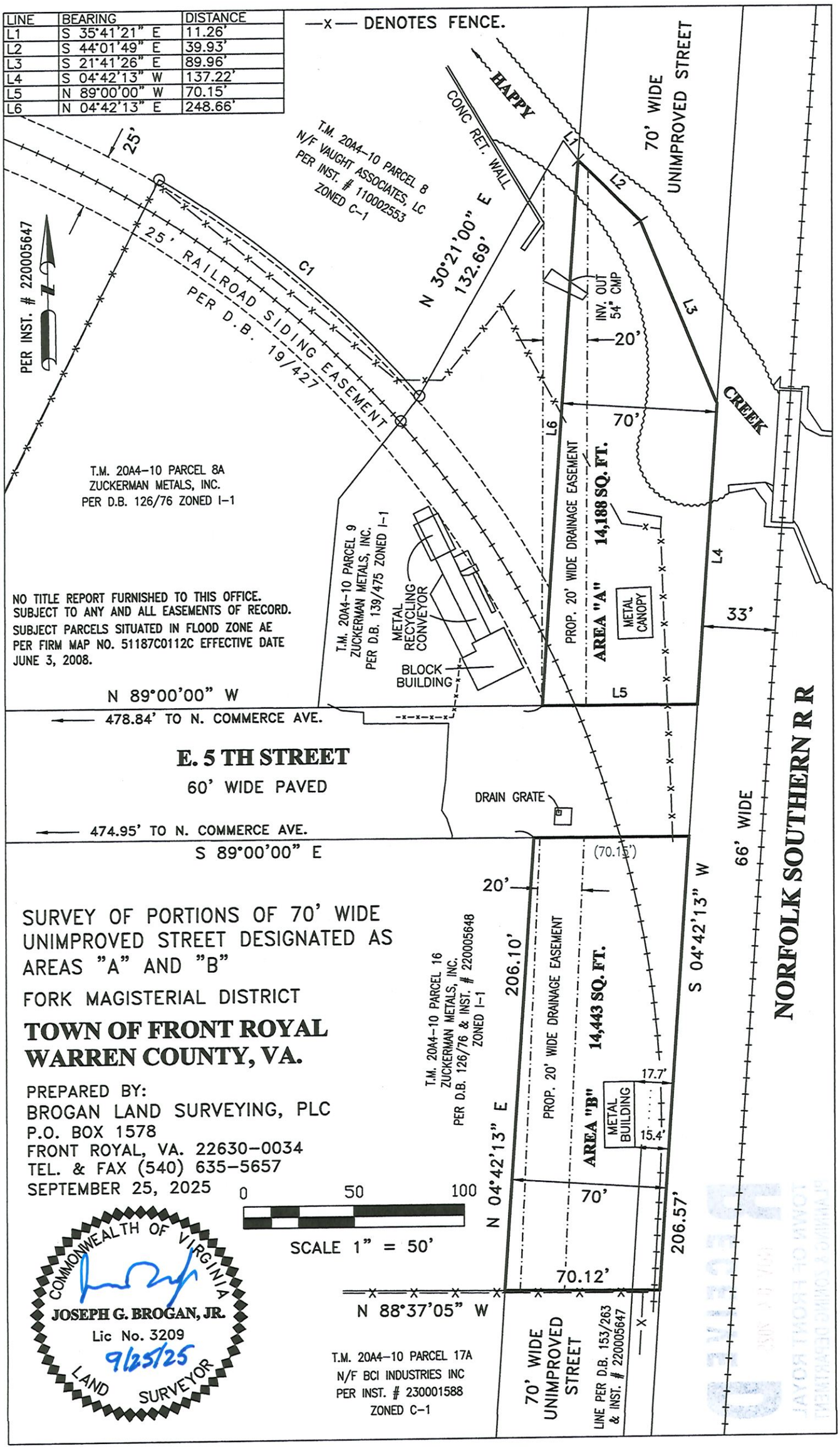






Zoning

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


LINE | BEARING | DISTANCE
L1 | S 35°41'21" E | 11.26'
L2 | S 44°01'49" E | 39.93'
L3 | S 21°41'26" E | 89.96'
L4 | S 04°42'13" W | 137.22'
L5 | N 89°00'00" W | 70.15'
L6 | N 04°42'13" E | 248.66'
—x— DENOTES FENCE.
HAPPY CREEK
CONC RET. WALL
70' WIDE UNIMPROVED STREET
T.M. 20A4-10 PARCEL 8
N/F VAUGHT ASSOCIATES, LC
PER INST. # 110002553
ZONED C-1
25'
25' RAILROAD SIDING EASEMENT
PER D.B. 19/427
PER INST. # 220005647
C1
N 30°21'00" E
132.69'
INV. OUT
54" CMP
20'
70'
T.M. 20A4-10 PARCEL 8A
ZUCKERMAN METALS, INC.
PER D.B. 126/76 ZONED I-1
T.M. 20A4-10 PARCEL 9
ZUCKERMAN METALS, INC.
PER D.B. 139/475 ZONED I-1
METAL RECYCLING CONVEYOR
BLOCK BUILDING
PROP. 20' WIDE DRAINAGE EASEMENT
AREA "A" 14,188 SQ. FT.
METAL CANOPY
33'
NO TITLE REPORT FURNISHED TO THIS OFFICE.
SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.
SUBJECT PARCELS SITUATED IN FLOOD ZONE AE
PER FIRM MAP NO. 51187C0112C EFFECTIVE DATE
JUNE 3, 2008.
N 89°00'00" W
478.84' TO N. COMMERCE AVE.
E. 5 TH STREET
60' WIDE PAVED
474.95' TO N. COMMERCE AVE.
S 89°00'00" E
DRAIN GRATE
(70.15')
20'
206.10'
T.M. 20A4-10 PARCEL 16
ZUCKERMAN METALS, INC.
PER D.B. 126/76 & INST. # 220005648
ZONED I-1
PROP. 20' WIDE DRAINAGE EASEMENT
AREA "B" 14,443 SQ. FT.
METAL BUILDING
17.7'
15.4'
70'
206.57'
S 04°42'13" W
N 04°42'13" E
66' WIDE
NORFOLK SOUTHERN R R
70.12'
N 88°37'05" W
T.M. 20A4-10 PARCEL 17A
N/F BCI INDUSTRIES INC
PER INST. # 230001588
ZONED C-1
70' WIDE UNIMPROVED STREET
LINE PER D.B. 153/263 & INST. # 220005647
SURVEY OF PORTIONS OF 70' WIDE UNIMPROVED STREET DESIGNATED AS AREAS "A" AND "B"
FORK MAGISTERIAL DISTRICT
TOWN OF FRONT ROYAL
WARREN COUNTY, VA.
PREPARED BY:
BROGAN LAND SURVEYING, PLC
P.O. BOX 1578
FRONT ROYAL, VA. 22630-0034
TEL. & FAX (540) 635-5657
SEPTEMBER 25, 2025
0 50 100
SCALE 1" = 50'
COMMONWEALTH OF VIRGINIA
JOSEPH G. BROGAN, JR.
Lic No. 3209
9/25/25
LAND SURVEYOR

COUNCIL REGULAR WORK SESSION
AGENDA STATEMENT

Meeting Date: December 8, 2025 **Item: 02D**

Agenda Item: Request to Vacate a portion of the unimproved street between East 5th Street and Lot 17A.

Summary: The applicant, Zuckerman Metals Inc, is requesting to vacate a 14,443 square foot portion of the unimproved street between East 5th Street and Lot 17A.

Staff comments have been provided. The street was originally platted by the Front Royal and Riverton Improvement Company; therefore, staff is also recommending a title examine be completed by the applicant.

Budget/Funding: N/A

Staff Recommendation: Advertise for a public hearing on January 26, 2026. Following the first public hearing, Council may deny the application, may postpone action and appoint viewers to view the public way and report any inconvenience that would result from granting application, or may approve the application and pursue the sale of the property.

APPLICATION # 2500538

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

Main 540.635.4236
Fax: 540.631.2727
planning@frontroyalva.com

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

APPLICANT INFORMATION (*please print*)

NAME: Zuckerman Metals Inc

MAILING ADDRESS: 221 E. 5th St.

CITY: Front Royal STATE: VA. ZIP CODE: 22630

PHONE NUMBER: 540-635-2105 EMAIL:

VACATION INFORMATION

DESCRIPTION (*please select all that apply*)

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

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

REASON FOR REQUEST: See Attached

☐ **CURRENT PLAT ATTACHED SHOWING PROPERTY TO BE VACATED**

APPLICANT'S SIGNATURE: DATE: 11/4/25

Completed application shall be returned by mail or delivery to: Department of Planning and Zoning, Town Hall, 102 E. Main Street, P.O. Box 1560, Front Royal, VA 22630.
For Additional Information: Planning and Zoning Office 540.635.4236, Monday – Friday, 8:00 am – 4:30 pm
Revised 10/15/2025

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

COPY

POLICY
VACATION OF PUBLIC RIGHTS-OF-WAYS

All real property owned in whole or in part by the Town of Front Royal [Town] shall be under the general control and supervision of the Town Council [Council]. Council may sell, lease, hold, manage, and control such property as its interests may require pursuant to Town Code 4-34, Town Charter Chapter §1.1 and §15.2-1800 Code of Virginia.

The Town's public rights-of-way are subject to local control and the jurisdiction of Council pursuant to §15.2-2000 Code of Virginia. Council's power and authority over the Town's public rights-of-way and other public places shall be the same, regardless of whether the public right-of-way has been expressly or impliedly dedicated to public use, has been conveyed to the Town by deed, or has been acquired by any other means pursuant to §15.2-2001 Code of Virginia.

The Town's public rights-of-ways may be vacated through an application process outlined below:

1. APPLICATION: The applicant completes an application accompanied by a current plat of the proposed vacation to the Planning Director or designee. Applications available on the Town's website or in the Planning/Zoning Office located in Town Hall, 102 E. Main Street.

2. RESEARCH: Upon receipt of the completed application, the Planning Department will research the request to determine how the Town acquired the right-of-way. The research shall not take longer than thirty (30) calendar days unless a title exam is needed as determined by the Planning Director, in which case a reasonable additional time will be allowed. Any required examination of title is at the applicant's expense.

3. STAFF COMMENTS/CONCERNS: While the research is being conducted the Planning Director or designee shall notify the departments of Public Works and Energy Services of the proposed requested vacation. The departments, including the Planning Director or designee shall prepare written comments and/or concerns with the application.

4.A. VACATION OF INTERESTS GRANTED TO THE TOWN AS A CONDITION OF SITE PLAN APPROVAL, PURSUANT TO VIRGINIA CODE §15.2-2270

Vacation of interests granted to the Town as a condition of site plan approval may be vacated, prior to the sale of any lot, according to either of the following methods:

- By an executed and acknowledge written instrument of the owner of the land which has been or is to be developed in accordance with the site plan,

COPY

declaring the interest to be vacated, provided the Town consents to the vacation.

- By ordinance of Council in which the subject of approved site plan lies, provided that no interest shall be vacated in an area in which facilities have been constructed pursuant to §15.2-2270 Code of Virginia.

Vacation of Plat after Sale of Lot – in cases where any lot has been sold, the plat or part thereof may be vacated according to either of the following methods:

- By instrument in writing agreeing to the vacation signed by all the owners of lots shown on the plat and signed on behalf of the Town in which the land shown on the plat or part thereof to be vacated lies for the purpose of showing the approval of the vacation.

- By ordinance of the Council in which the land shown on the plat or part thereof to be vacated lies on motion of one of its members or on application of any interested person. The ordinance shall not be adopted until after notice has been give as required by §15.2-2204. The notice shall clearly describe the plat or portion thereof to be vacated and state the time and place of the meeting of the governing body at which the adoption of the ordinance will be voted upon. Any person may appear at the meeting for the purpose of objecting to the adoption of the ordinance.

Effect of Vacation – The recordation of the instrument shall operate to destroy the force and effect of the recording of the plat or part thereof so vacated, and to vest fee simple title to the to the centerline of any streets, alleys or easement for public passage so vacated in the owners of abutting lots free and clear of any rights of the public or other owners of lots shown on the plat, but subject to the rights of the owners of any public utility installations which have been previously erected therein. If any street, alley or easement for public passage is located on the periphery of the plat, the title for the entire width thereof shall vest in the abutting lot owners. The fee simple title to any portion of the plat so vacated as was set apart for other public use shall be revested in the owners, if any, who signed the statement required by Virginia Code §15.2-2264 free and clear of any rights of public use in the same.

4.B. VACATION OF INTERESTS ACQUIRED BY THE TOWN OTHER THAN AS A CONDITION OF SITE PLAN APPROVAL, PURSUANT TO VIRGINIA CODE §15.2-2006

- Application is forwarded to the Town Manager's Office for continuation of the vacation of rights-of-way process outlined in paragraphs 5-8, below.

5. Work Session – Town Manager places the application on the next Town Council Work Session for staff to provide Council with an overview of the application.

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6. 1st Public Hearing - The Clerk of Council or designee shall advertise a notice of public hearing and shall notify the abutting property owner(s) of the public hearing. The applicant shall reimburse the Town for the costs of the public hearing advertisements and certified letters pursuant to §15.2-2006 Code of Virginia. Following the public hearing, Council may deny the application, may postpone action and appoint three (3) to five (5) viewers to view the public way and report any inconvenience that would result from granting application, or may pursue the sale of the property pursuant to §15.2-2008 Code of Virginia.

7. 2nd Public Hearing – If Council elects to condition the vacation of the right-of-way on the sale the property pursuant to §15.2-2008 and §15.2-1800, Council shall hold a second public hearing before approving the vacation and the sale of the property to an abutting property owner(s) applicant at a previously negotiated price by ordinance. Council may hold a closed meeting pursuant to §2.2-3711(A)(3) Code of Virginia to consider the sale prior to the 2nd Public Hearing.

   If an applicant requests a vacation to accommodate the expansion or development of an existing or proposed business, the Council may condition the vacation upon the commencement of the expansion or development within a specified period of time. Failing to commence within such time may render the vacation, at the option of Council, void. pursuant to §15.2-2006 Code of Virginia.

8. Execution/Recording - Upon final approval of an ordinance by Council under 4A or 4B, the Town Attorney shall cause a certified copy of the ordinance of vacation to be recorded as deeds are recorded. A conditional vacation shall not be recorded until the condition has been met pursuant to §15.2-2006 Code of Virginia.

Any appeal shall be filed within sixty (60) days of adoption of the ordinance within the Circuit Court of Warren County.

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

Council approval – June 12, 2000
Council Approval – September 28, 2020
Council Approval – October 24, 2022
Town Manager Approved – January 9, 2023

COPY

Town of Front Royal

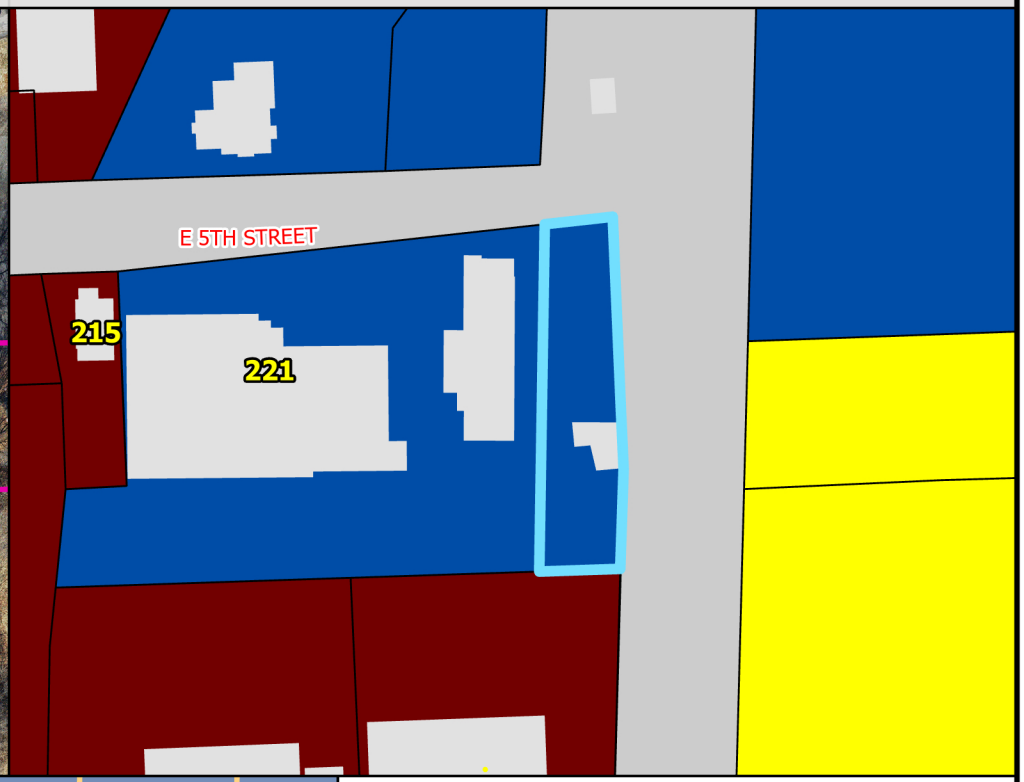
Location Map

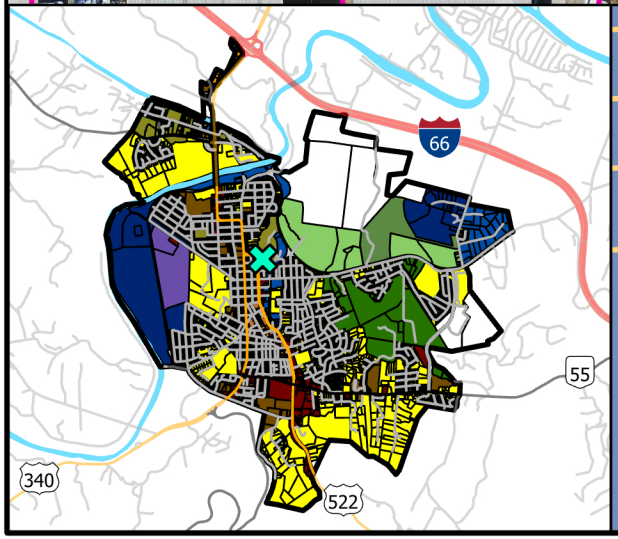
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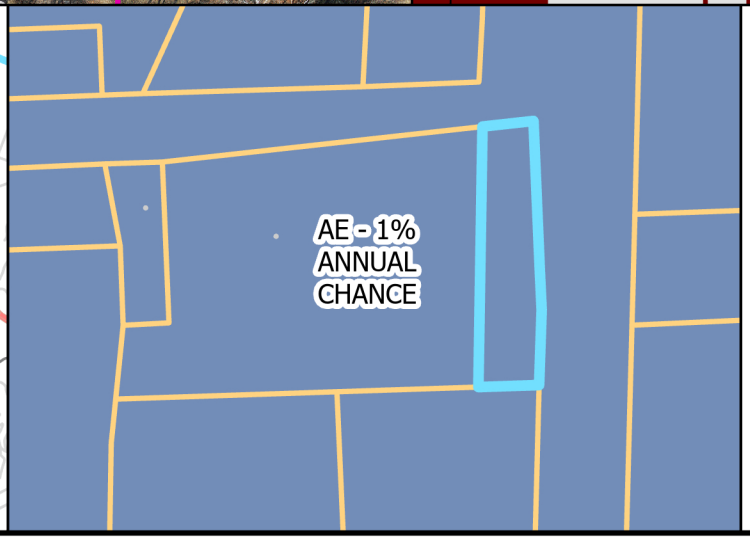
Purpose: Alley Vacation
Applicant: Zuckerman Metals Inc.

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



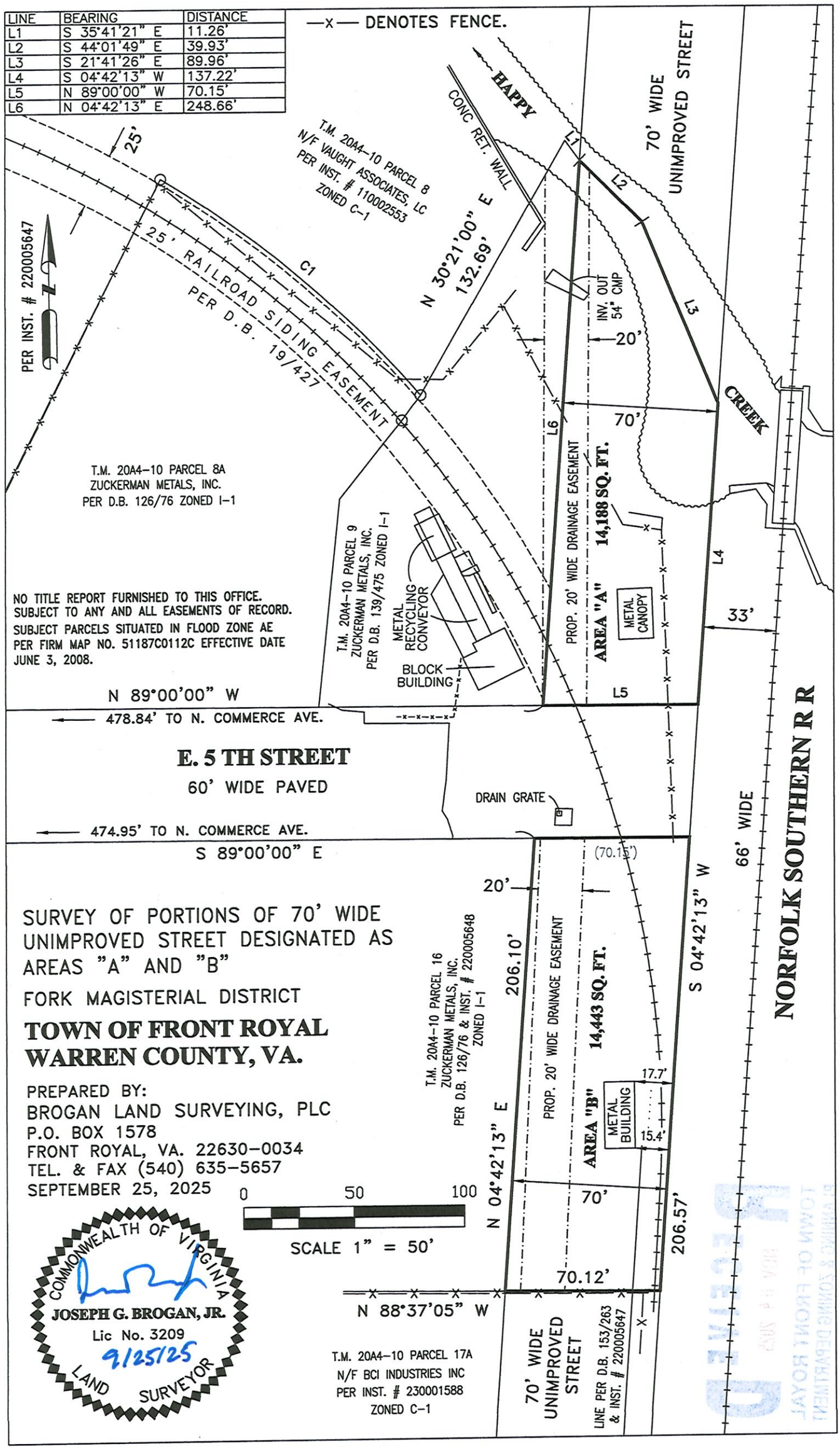






Zoning

- Right-of-Way
- A-1 Agricultural and Open Space Preservation
- C-1 Community Business District
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- C-3 Highway Corridor Business District
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- I-2 Industrial Employment District
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N/F VAUGHT ASSOCIATES, LC
PER INST. # 110002553
ZONED C-1
70' WIDE UNIMPROVED STREET
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PER FIRM MAP NO. 51187C0112C EFFECTIVE DATE
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(70.15')
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206.10'
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PER D.B. 126/76 & INST. # 220005648
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N/F BCI INDUSTRIES INC
PER INST. # 230001588
ZONED C-1
70' WIDE UNIMPROVED STREET
LINE PER D.B. 153/263 & INST. # 220005647
SURVEY OF PORTIONS OF 70' WIDE UNIMPROVED STREET DESIGNATED AS AREAS "A" AND "B"
FORK MAGISTERIAL DISTRICT
TOWN OF FRONT ROYAL
WARREN COUNTY, VA.
PREPARED BY:
BROGAN LAND SURVEYING, PLC
P.O. BOX 1578
FRONT ROYAL, VA. 22630-0034
TEL. & FAX (540) 635-5657
SEPTEMBER 25, 2025
0
50
100
SCALE 1" = 50'
COMMONWEALTH OF VIRGINIA
JOSEPH G. BROGAN, JR.
Lic No. 3209
9/25/25
LAND SURVEYOR

COUNCIL REGULAR WORK SESSION
AGENDA STATEMENT

Meeting Date: December 8, 2025 **Item: 02E**

Agenda Item: Request to Vacate a portion of the unimproved Randolph Avenue between Washington Avenue and Lot 5.

Summary: The applicant, James Heflin, is requesting to vacate a 6,235 square foot portion of the unimproved Randolph Avenue between Washington Avenue and Lot 5.

Staff comments have been provided.

Budget/Funding: N/A

Staff Recommendation: Advertise for a public hearing on January 26, 2026. Following the first public hearing, Council may deny the application, may postpone action and appoint viewers to view the public way and report any inconvenience that would result from granting application, or may approve the application and pursue the sale of the property.

#2500175

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

APPLICANT INFORMATION
(please print)

Name James f Heflin

Mailing Address 705 Washington Ave
Front Royal, VA 22630

Phone # 540-635-1779 **E-mail** Jimfhef@Yahoo.com

VACATION INFORMATION

Description (please select all that apply)
☒ ~~Street~~/Portion of Street
☐ Alley/Portion of Alley
☐ Other *(please specify)* _____

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

Reason for request Road dead ends To C.S. on N. end of Washington Ave. I have maintained Property since purchasing lots 384

☒ Current Plat Attached Showing Property to be Vacated

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

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

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

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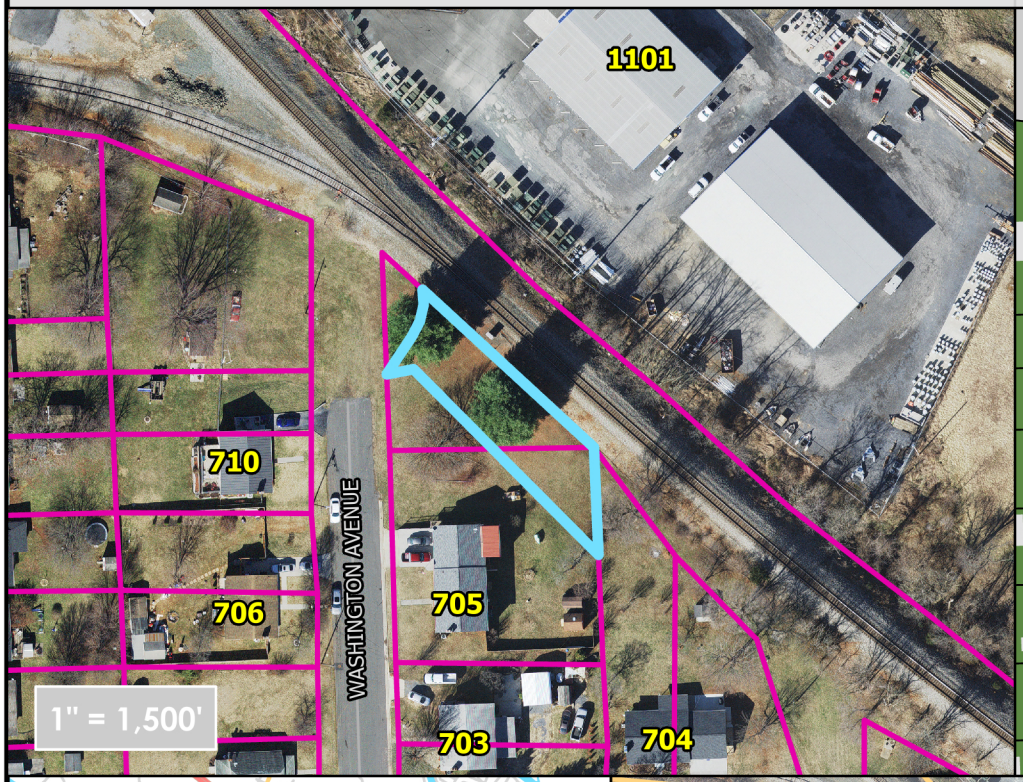
Town of Front Royal

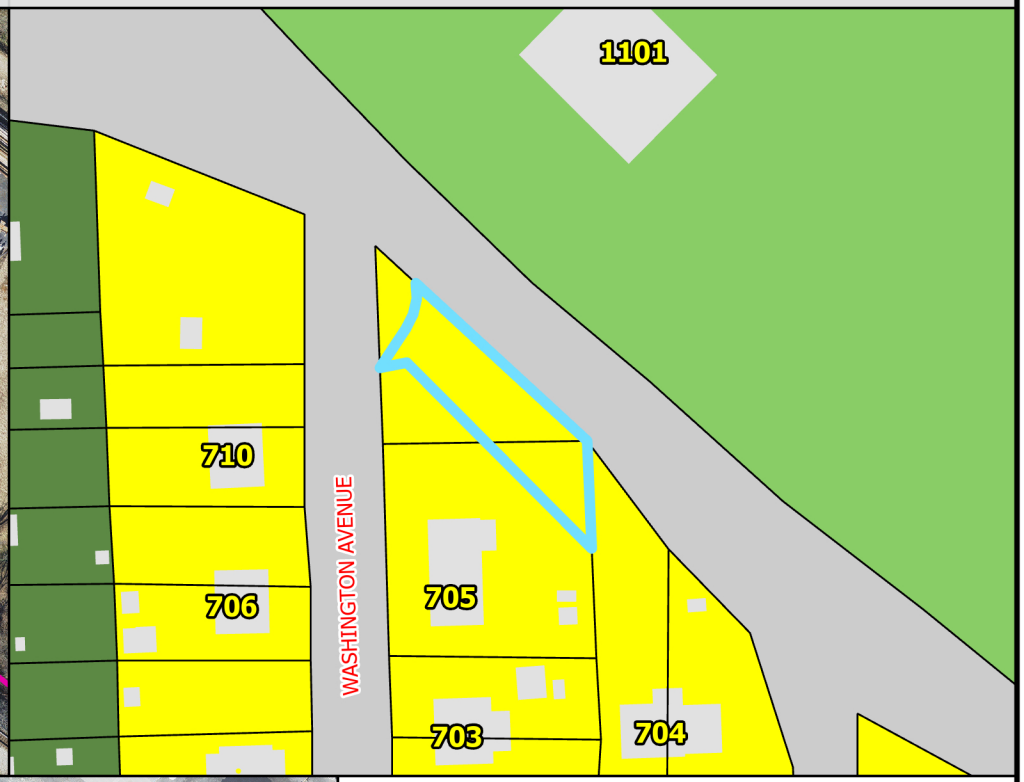
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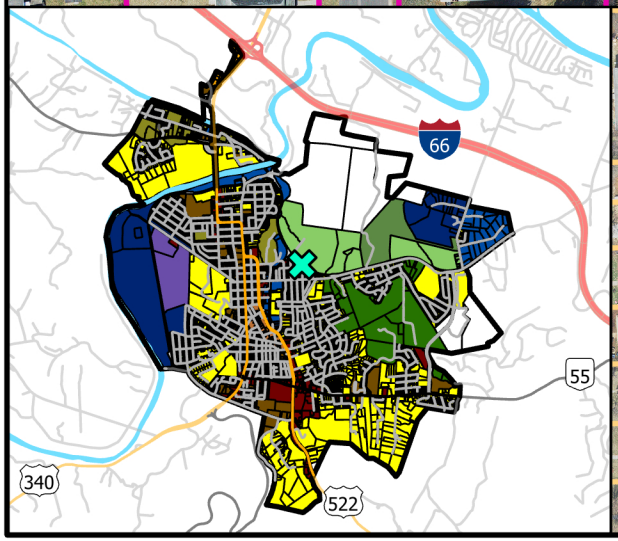
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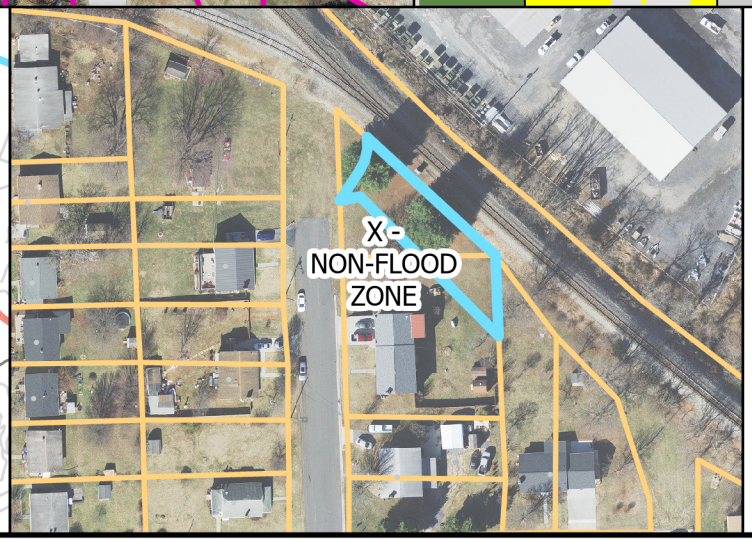
Purpose: Alley Vacation
Applicant: Jim Heflin

TM: Not Applicable
Washington Street
File #2500175









Zoning

- Right-of-Way
- A-1 Agricultural and Open Space Preservation
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- R-1 Residential District
- R-1A Residential District
- R-2 Residential District
- R-3 Residential District
- R-E Estate Residential District
- R-S Suburban Residential District

REVIEWED AND APPROVED BY
THE TOWN OF FRONT ROYAL

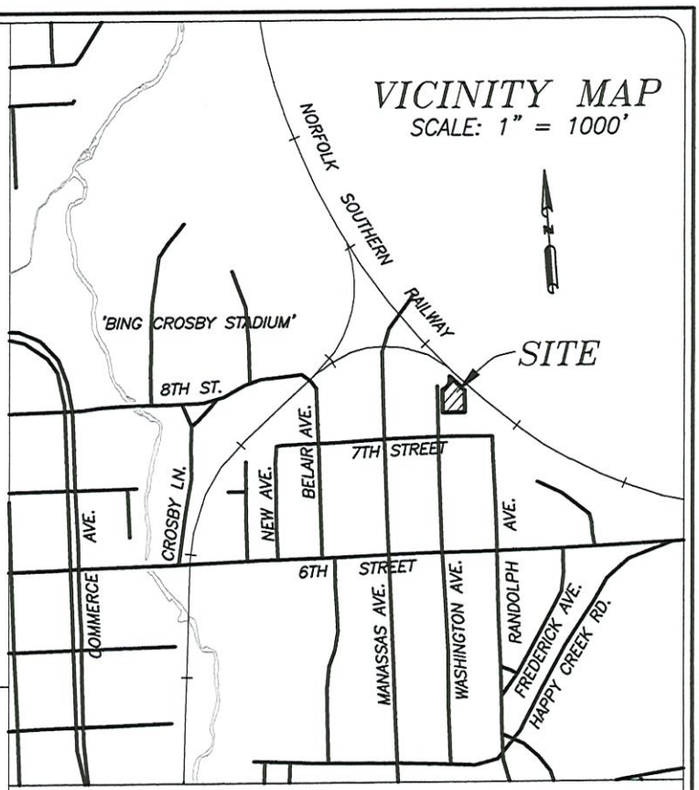
DATE TOWN MANAGER

DATE PLANNING DIRECTOR

ALL REAL ESTATE TAXES HAVE
BEEN PAID IN FULL.

DATE FINANCE DIRECTOR

VICINITY MAP
SCALE: 1" = 1000'



NOTES:

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

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

AREA TABULATION:

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

OWNER'S DEDICATION:

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

DATE JAMES F. HEFLIN

ACKNOWLEDGED BEFORE ME

THIS _____ DAY OF _____ 2025.

MY COMMISSION EXPIRES: _____

NOTARY REGISTRATION No.: _____

NOTARY: _____

COMMONWEALTH OF VIRGINIA
Darryl G. Merchant
DARRYL G. MERCHANT
Lic. No.1606
8-12-2025
LAND SURVEYOR

SURVEYOR'S CERTIFICATE:

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

survey@measure-map.com
540-636-4949
Darryl G. Merchant
Consulting Land Surveyor
P.O. BOX 1508
FRONT ROYAL, VA 22630
DGM

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25-F117 | DWG. No. AM-1880

LOT CONSOLIDATION & STREET VACATION

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

TOWN OF FRONT ROYAL – WARREN COUNTY, VIRGINIA

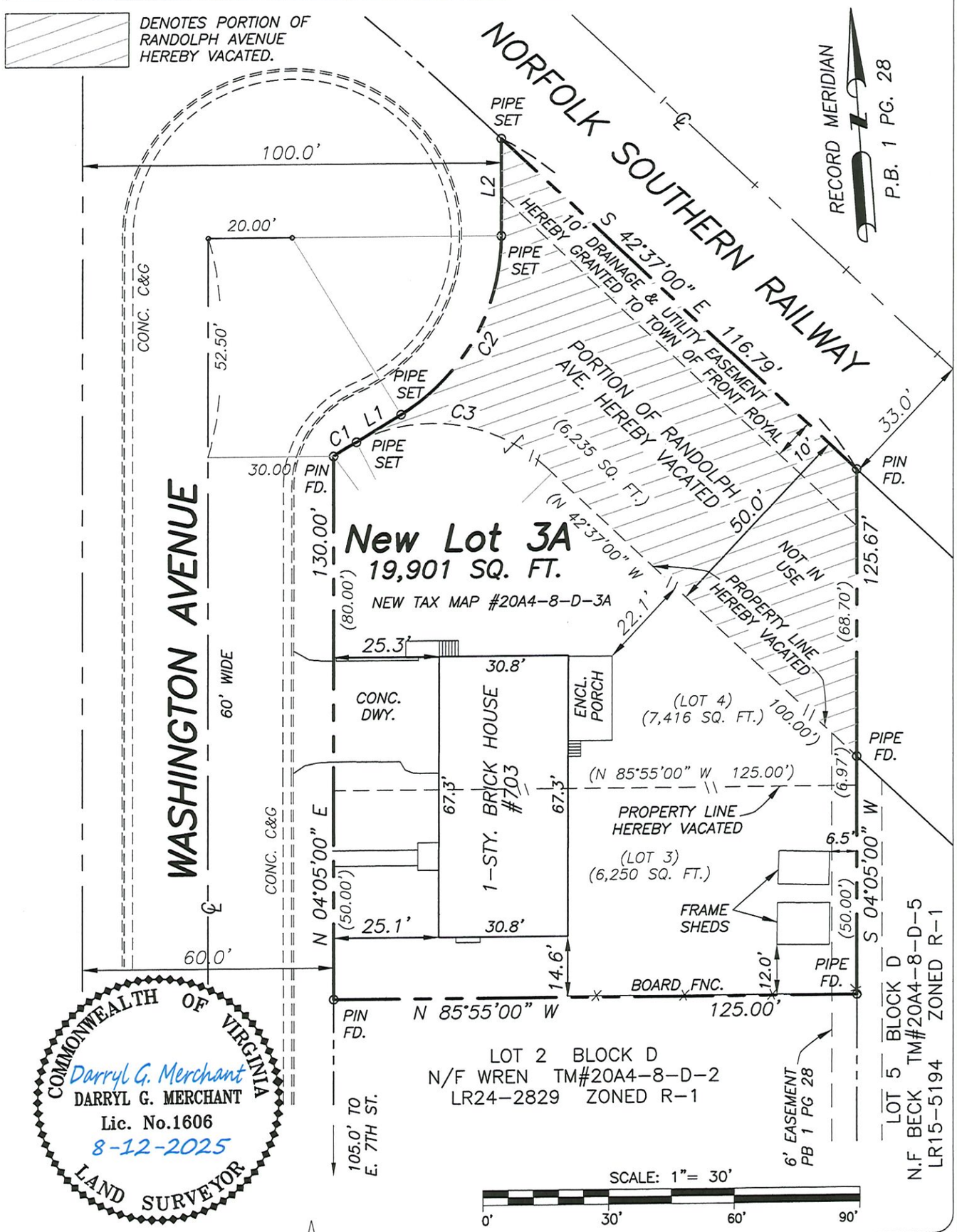
DATE: 12 AUGUST 2025 | SHEET 1 OF 2

CURVE TABLE

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

LINE TABLE

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



COMMONWEALTH OF VIRGINIA
Darryl G. Merchant
DARRYL G. MERCHANT
Lic. No.1606
8-12-2025
LAND SURVEYOR

survey@measure-map.com
540-636-4949
Darryl G. Merchant
Consulting Land Surveyor
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25-F117 | DWG. No. AM-1880

LOT CONSOLIDATION & STREET VACATION

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

TOWN OF FRONT ROYAL – WARREN COUNTY, VIRGINIA

DATE: 12 AUGUST 2025 | SHEET 2 OF 2

Date: 10/30/2025
Permit #: 2500175
Permit Date: 04/11/2025
Review Date: 10/10/2025
Permit Type: Vacation of Alleys, Streets & Rights-Of-Ways
Review Type: Department of Public Works Review
Target Date:
Scheduled Time: 00:00
Completed Date:
Description: New Survey Plat submitted 10-10-2025. Partial street vacation.
Review Status: Complete
Assigned To: Robert B. Boyer
Time In: 00:00
Time Out: 00:00
Hours: 0.0

Notes

	Public Works requires a 20' easement for utilities.
10/28/2025	The proposed drawings public works has for the East West Connector shows the road going further over to the west and connecting to E. 8th St just outside the public works complex. If there were any other proposed routes, we've never been given a copy of it.

Property Information

Parcel#: 20A4 8 D 4
HEFLIN JAMES F
705 WASHINGTON AVE
Zoning: R-1Lot: 4Block: D

HEFLIN JAMES F
705 WASHINGTON AVE
FRONT ROYAL, VA 22630

Date: 10/30/2025
Permit #: 2500175
Permit Date: 04/11/2025
Review Date: 10/10/2025
Permit Type: Vacation of Alleys, Streets & Rights-Of-Ways
Review Type: Department of Public Works Review
Target Date:
Scheduled Time: 00:00
Completed Date:
Description: New Survey Plat submitted 10-10-2025. Partial street vacation.
Review Status: Complete
Assigned To: Steve Scheulen
Time In: 00:00
Time Out: 00:00
Hours: 0.0

Notes

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

Property Information

Parcel#: 20A4 8 D 4
HEFLIN JAMES F
705 WASHINGTON AVE
Zoning: R-1Lot: 4Block: D

HEFLIN JAMES F
705 WASHINGTON AVE
FRONT ROYAL, VA 22630

Date: 10/30/2025
Permit #: 2500175
Permit Date: 04/11/2025
Review Date: 04/11/2025
Permit Type: Vacation of Alleys, Streets & Rights-Of-Ways
Review Type: Department of Energy Services Review
Target Date: 04/25/2025
Scheduled Time: 00:00
Completed Date:
Description: Vacation of Portion of Street - Location: The part of Randolph Ave located between 20A4 8 D 4 and Norfolk Southern R/W
Review Status: Complete
Assigned To: Mary Lynn
Time In: 00:00
Time Out: 00:00
Hours: 0.0

Notes

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

Property Information

Parcel#: 20A4 8 D 4
HEFLIN JAMES F
705 WASHINGTON AVE
Zoning: R-1Lot: 4Block: D

HEFLIN JAMES F
705 WASHINGTON AVE
FRONT ROYAL, VA 22630

Date: 10/30/2025
Permit #: 2500175
Permit Date: 04/11/2025
Review Date: 10/10/2025
Permit Type: Vacation of Alleys, Streets & Rights-Of-Ways
Review Type: Department of Planning and Zoning Review
Target Date:
Scheduled Time: 00:00
Completed Date:
Description: New Survey Plat submitted 10-10-2025. Partial street vacation.
Review Status: Complete
Assigned To: John Ware
Time In: 00:00
Time Out: 00:00
Hours: 0.0

Notes

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

Property Information

Parcel#: 20A4 8 D 4
HEFLIN JAMES F
705 WASHINGTON AVE
Zoning: R-1Lot: 4Block: D

HEFLIN JAMES F
705 WASHINGTON AVE
FRONT ROYAL, VA 22630

Uploaded Files

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

COUNCIL REGULAR WORK SESSION
AGENDA STATEMENT

Meeting Date: December 8, 2025 **Item: 02F**

Agenda Item: Request to Vacate a portion of the unimproved alley between W. 13th & 14th Streets.

Summary: The applicant, West Brown, is requesting to vacate an 1,800 square foot portion of the unimproved alley between W. 13th & 14th Streets.

Staff comments have been provided.

Budget/Funding: N/A

Staff Recommendation: Advertise for a public hearing on January 26, 2026. Following the first public hearing, Council may deny the application, may postpone action and appoint viewers to view the public way and report any inconvenience that would result from granting application, or may approve the application and pursue the sale of the property.

#2500472

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

APPLICANT INFORMATION
(please print)

Name West Brown

Mailing Address 160 Walnut Drive
Front Royal, Va. 22630

Phone # 540-327-2548 **E-mail** GoWest941@yahoo.com

VACATION INFORMATION

Description (please select all that apply)
- ☐ **Street/Portion of Street**
- ☒ **Alley/Portion of Alley**
- ☐ **Other** *(please specify)* _____

Location
Along the west line of Lot 35 Blk. 57 Front Royal and Riverton IMP. Co.
141 W. 13th St.

Reason for request This Portion of the alley dead ends to a grasy hill causing vehicles to cross over onto 141 w 13th St in order to continue forward. This creates dangerous scenarios for the residents at 141, with children and pets playing in the back yard.

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

Applicant's Signature West M. Brown Date 9/17/25

Completed application shall be returned by mail or delivery to:
Planning and Zoning Office, Town Hall, 102 E. Main Street, P.O. Box 1560, Front Royal, VA 22630
Additional Information: Planning and Zoning (540)635-8007, Monday-Friday, 8:00am – 4:30m

RECEIVED
SEP 17 2025
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

Revised 05/1/2025

COPY

POLICY
VACATION OF PUBLIC RIGHTS-OF-WAYS

All real property owned in whole or in part by the Town of Front Royal [Town] shall be under the general control and supervision of the Town Council [Council]. Council may sell, lease, hold, manage, and control such property as its interests may require pursuant to Town Code 4-34, Town Charter Chapter §1.1 and §15.2-1800 Code of Virginia.

The Town's public rights-of-way are subject to local control and the jurisdiction of Council pursuant to §15.2-2000 Code of Virginia. Council's power and authority over the Town's public rights-of-way and other public places shall be the same, regardless of whether the public right-of-way has been expressly or impliedly dedicated to public use, has been conveyed to the Town by deed, or has been acquired by any other means pursuant to §15.2-2001 Code of Virginia.

The Town's public rights-of-ways may be vacated through an application process outlined below:

1. APPLICATION: The applicant completes an application accompanied by a current plat of the proposed vacation to the Planning Director or designee. Applications available on the Town's website or in the Planning/Zoning Office located in Town Hall, 102 E. Main Street.

2. RESEARCH: Upon receipt of the completed application, the Planning Department will research the request to determine how the Town acquired the right-of-way. The research shall not take longer than thirty (30) calendar days unless a title exam is needed as determined by the Planning Director, in which case a reasonable additional time will be allowed. Any required examination of title is at the applicant's expense.

3. STAFF COMMENTS/CONCERNS: While the research is being conducted the Planning Director or designee shall notify the departments of Public Works and Energy Services of the proposed requested vacation. The departments, including the Planning Director or designee shall prepare written comments and/or concerns with the application.

4.A. VACATION OF INTERESTS GRANTED TO THE TOWN AS A CONDITION OF SITE PLAN APPROVAL, PURSUANT TO VIRGINIA CODE §15.2-2270

Vacation of interests granted to the Town as a condition of site plan approval may be vacated, prior to the sale of any lot, according to either of the following methods:

- By an executed and acknowledge written instrument of the owner of the land which has been or is to be developed in accordance with the site plan,

COPY

declaring the interest to be vacated, provided the Town consents to the vacation.

- By ordinance of Council in which the subject of approved site plan lies, provided that no interest shall be vacated in an area in which facilities have been constructed pursuant to §15.2-2270 Code of Virginia.

Vacation of Plat after Sale of Lot – in cases where any lot has been sold, the plat or part thereof may be vacated according to either of the following methods:

- By instrument in writing agreeing to the vacation signed by all the owners of lots shown on the plat and signed on behalf of the Town in which the land shown on the plat or part thereof to be vacated lies for the purpose of showing the approval of the vacation.

- By ordinance of the Council in which the land shown on the plat or part thereof to be vacated lies on motion of one of its members or on application of any interested person. The ordinance shall not be adopted until after notice has been give as required by §15.2-2204. The notice shall clearly describe the plat or portion thereof to be vacated and state the time and place of the meeting of the governing body at which the adoption of the ordinance will be voted upon. Any person may appear at the meeting for the purpose of objecting to the adoption of the ordinance.

Effect of Vacation – The recordation of the instrument shall operate to destroy the force and effect of the recording of the plat or part thereof so vacated, and to vest fee simple title to the to the centerline of any streets, alleys or easement for public passage so vacated in the owners of abutting lots free and clear of any rights of the public or other owners of lots shown on the plat, but subject to the rights of the owners of any public utility installations which have been previously erected therein. If any street, alley or easement for public passage is located on the periphery of the plat, the title for the entire width thereof shall vest in the abutting lot owners. The fee simple title to any portion of the plat so vacated as was set apart for other public use shall be revested in the owners, if any, who signed the statement required by Virginia Code §15.2-2264 free and clear of any rights of public use in the same.

4.B. VACATION OF INTERESTS ACQUIRED BY THE TOWN OTHER THAN AS A CONDITION OF SITE PLAN APPROVAL, PURSUANT TO VIRGINIA CODE §15.2-2006

- Application is forwarded to the Town Manager's Office for continuation of the vacation of rights-of-way process outlined in paragraphs 5-8, below.

5. Work Session – Town Manager places the application on the next Town Council Work Session for staff to provide Council with an overview of the application.

COPY

6. 1st Public Hearing - The Clerk of Council or designee shall advertise a notice of public hearing and shall notify the abutting property owner(s) of the public hearing. The applicant shall reimburse the Town for the costs of the public hearing advertisements and certified letters pursuant to §15.2-2006 Code of Virginia. Following the public hearing, Council may deny the application, may postpone action and appoint three (3) to five (5) viewers to view the public way and report any inconvenience that would result from granting application, or may pursue the sale of the property pursuant to §15.2-2008 Code of Virginia.

7. 2nd Public Hearing – If Council elects to condition the vacation of the right-of-way on the sale the property pursuant to §15.2-2008 and §15.2-1800, Council shall hold a second public hearing before approving the vacation and the sale of the property to an abutting property owner(s) applicant at a previously negotiated price by ordinance. Council may hold a closed meeting pursuant to §2.2-3711(A)(3) Code of Virginia to consider the sale prior to the 2nd Public Hearing.

   If an applicant requests a vacation to accommodate the expansion or development of an existing or proposed business, the Council may condition the vacation upon the commencement of the expansion or development within a specified period of time. Failing to commence within such time may render the vacation, at the option of Council, void. pursuant to §15.2-2006 Code of Virginia.

8. Execution/Recording - Upon final approval of an ordinance by Council under 4A or 4B, the Town Attorney shall cause a certified copy of the ordinance of vacation to be recorded as deeds are recorded. A conditional vacation shall not be recorded until the condition has been met pursuant to §15.2-2006 Code of Virginia.

Any appeal shall be filed within sixty (60) days of adoption of the ordinance within the Circuit Court of Warren County.

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

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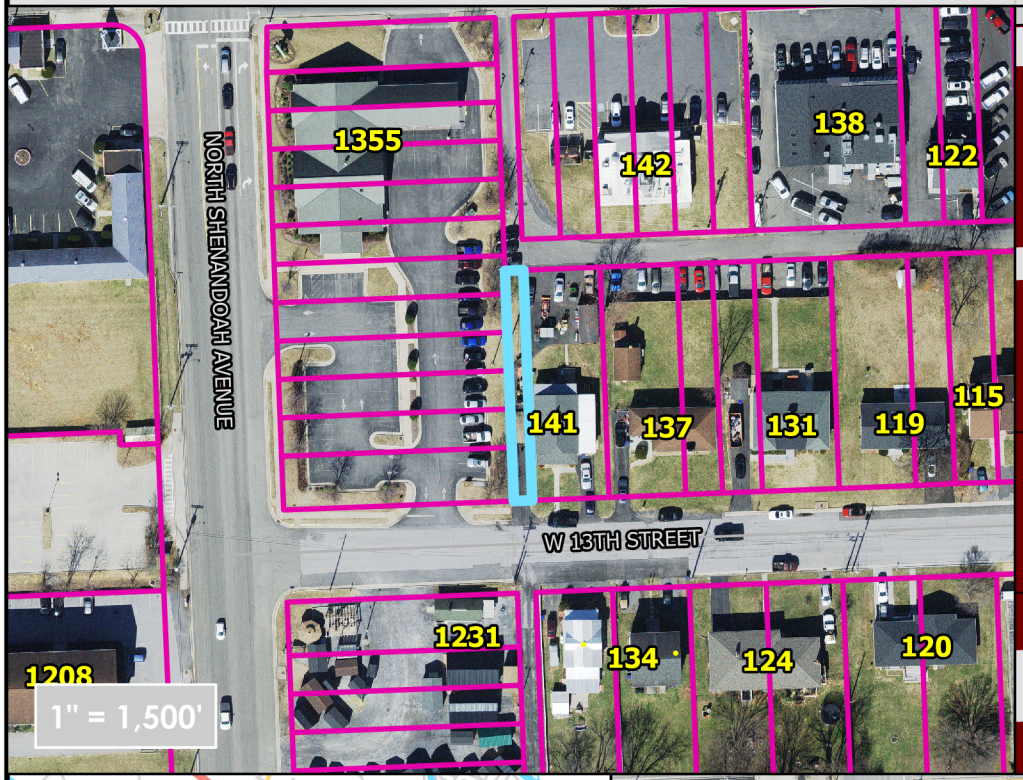
Town of Front Royal

Location Map

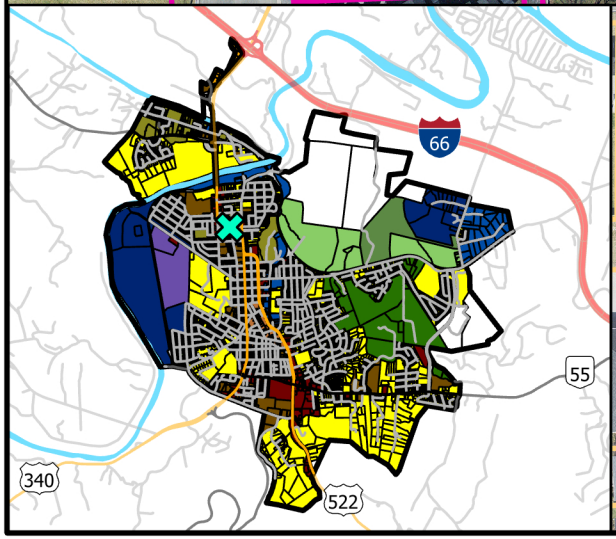
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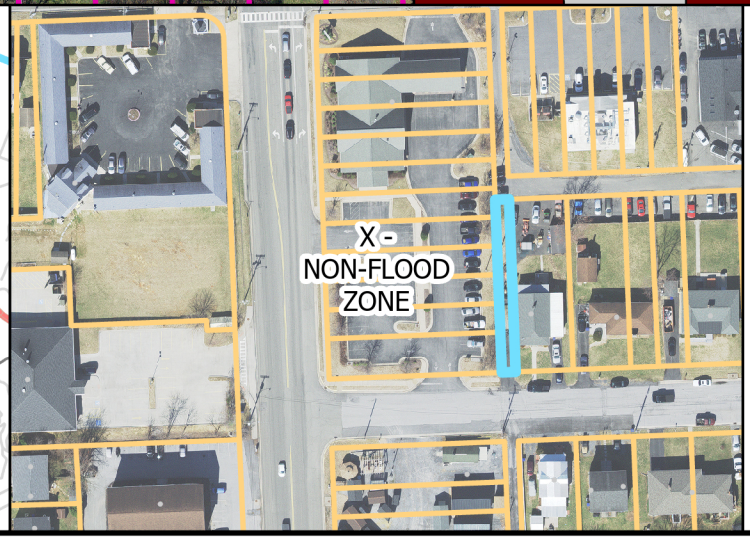
Purpose: Alley Vacation
Applicant: West Brown

TM: Not Applicable
W 13th Street
File #2500472









Zoning

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

Date: 10/30/2025
Permit #: 2500472
Permit Date: 09/17/2025
Review Date: 09/17/2025
Permit Type: Vacation of Alleys, Streets & Rights-Of-Ways
Review Type: Department of Public Works Review
Target Date:
Scheduled Time: 00:00
Completed Date:
Description: Location: Along the west line of Lot 35 Blk. 57 Front Royal and Riverton Imp Co. Reason for Request: This portion of the alley dead ends to a grassy hill causing vehicles to cross over onto 141 W 13th St. in order to continue forward. This creates dangerous scenarios for the residents at 141, with children and pets playing in the backyard.
Review Status: Complete
Assigned To: Robert B. Boyer
Time In: 00:00
Time Out: 00:00
Hours: 0.0

Notes

Public Works has no existing utilities in the portion of the alleyway; there's overhead electric lines that run through the alleyway.

10/07/2025

It looks like the resident along W. 13th St has been using part of this for a driveway and Melting Pot is using it for employee parking on the back side along the other alleyway, so they have it blocked from both sides.

Property Information

Parcel#: 20A2 457 35
BACHELOR ROBERT & WEST M TRUSTEE
141 W 13TH ST
Zoning: R-2Lot: 35Block: 57

BACHELOR ROBERT & WEST M TRUSTEE
160 WALNUT DR
FRONT ROYAL, VA 22630

Date: 10/30/2025
Permit #: 2500472
Permit Date: 09/17/2025
Review Date: 09/17/2025
Permit Type: Vacation of Alleys, Streets & Rights-Of-Ways
Review Type: Department of Public Works Review
Target Date:
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Review Status: Complete
Assigned To: Steve Scheulen
Time In: 00:00
Time Out: 00:00
Hours: 0.0

Notes

10/07/2025 There are no underground utilities. Overhead electric present. No conflict.

Property Information

Parcel#: 20A2 457 35
BACHELOR ROBERT & WEST M TRUSTEE
141 W 13TH ST
Zoning: R-2Lot: 35Block: 57

BACHELOR ROBERT & WEST M TRUSTEE
160 WALNUT DR
FRONT ROYAL, VA 22630

Date: 10/30/2025
Permit #: 2500472
Permit Date: 09/17/2025
Review Date: 09/17/2025
Permit Type: Vacation of Alleys, Streets & Rights-Of-Ways
Review Type: Department of Energy Services Review
Target Date: 10/01/2025
Scheduled Time: 00:00
Completed Date:
Description: Location: Along the west line of Lot 35 Blk. 57 Front Royal and Riverton Imp Co. Reason for Request: This portion of the alley dead ends to a grassy hill causing vehicles to cross over onto 141 W 13th St. in order to continue forward. This creates dangerous scenarios for the residents at 141, with children and pets playing in the backyard.
Review Status: Complete
Assigned To: Mary Lynn
Time In: 00:00
Time Out: 00:00
Hours: 0.0

Notes

09/18/2025 If approved, a dedicated utility easement should be recorded and maintained to preserve access to existing utility poles & overhead utility lines.

Property Information

Parcel#: 20A2 457 35
BACHELOR ROBERT & WEST M TRUSTEE
141 W 13TH ST
Zoning: R-2Lot: 35Block: 57

BACHELOR ROBERT & WEST M TRUSTEE
160 WALNUT DR
FRONT ROYAL, VA 22630

Date: 10/30/2025
Permit #: 2500472
Permit Date: 09/17/2025
Review Date: 09/17/2025
Permit Type: Vacation of Alleys, Streets & Rights-Of-Ways
Review Type: Department of Planning and Zoning Review
Target Date: 10/01/2025
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Completed Date:
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Review Status: Pending
Assigned To: John Ware
Time In: 00:00
Time Out: 00:00
Hours: 0.0

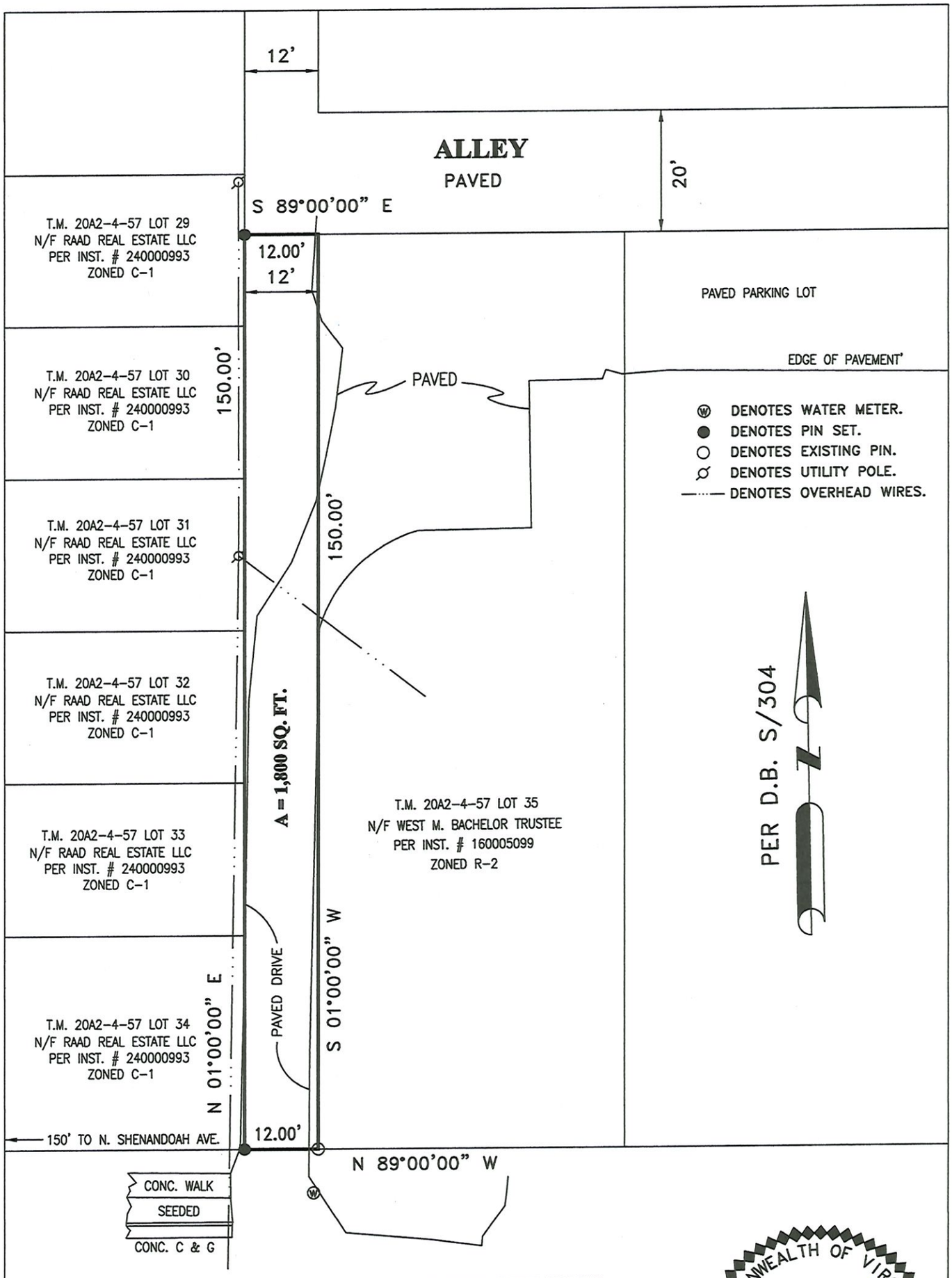
Notes

10/17/2025	Land Value Worksheet has been uploaded.
10/30/2025	With overhead utility lines running the length of the Alley and existing utility poles present, access would be very limited if the vacation would be granted. Recommend that the 12-foot Alley be paved its entire length and width to accommodate better vehicular access from the 20-Foot Alley and W. 13th Street. If the Vacation is granted, recommend a Lot Consolidation be submitted to combine the Alley with the adjacent Lot (TM 20A2-4-57-35).

Property Information

Parcel#: 20A2 457 35
BACHELOR ROBERT & WEST M TRUSTEE
141 W 13TH ST

BACHELOR ROBERT & WEST M TRUSTEE
160 WALNUT DR
FRONT ROYAL, VA 22630



SURVEY OF A PORTION OF
A 12' WIDE ALLEY PER MAP OF FRONT
ROYAL AND RIVERTON IMPROVEMENT CO. INC.
BLOCK 57

NORTH RIVER MAGISTERIAL DISTRICT

TOWN OF FRONT ROYAL
WARREN COUNTY, VA.

COMMONWEALTH OF VIRGINIA
JOSEPH G. BROGAN, JR.
Lic No. 3209
7/17/25
LAND SURVEYOR

PREPARED BY:
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