TOWN COUNCIL SPECIAL MEETING
REGULAR MEETING TO FOLLOW AT 7:00 PM

Monday, September 28, 2026 @ 6:00 PM

Warren County Government Center

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

1. 6:00 PM - SPECIAL MEETING

Notice is hereby given that the Mayor has called a Special Meeting of the Front Royal Town Council, to be held beginning at 6:00 p.m. on Monday, September 28, 2026, in the Warren County Government Center Board Meeting Room, 220 North Commerce Avenue, Front Royal, Virginia. Following the Special Meeting, the Town Council's Regular Meeting will begin at 7:00 p.m. at the same location.

A. ROLL CALL

B. CLOSED MEETING

C. ADJOURNMENT OF SPECIAL MEETING

2. 7:00 PM - REGULAR MEETING

3. MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. ROLL CALL

6. APROVAL OF MINUTES

I move that Council approve the minutes of August 24, 2026 Meeting, and the minutes of September 8, 2026 Work Session, as presented.

A. August 24, 2026 Regular Meeting Minutes
September 8, 2026 Regular Work Session Meeting Minutes

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

8. RECONGITIONS/AWARDS/REPORTS/PRESENTATIONS

A. Flock Safety ALPR Camera Program

9. PUBLIC HEARINGS

A. Financing of Riverton Sewer Lift Station & Centrifuge Projects

B. Ordinance Amendment – Zoning Administrator and Deputy Zoning Administrator Responsibilities

C. Ordinance Amendment – Define Outdoor Dining Area, Permit Outdoor Dining in C-1 and C-2 Districts, and Establish Performance Standards

10. PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS

11. REPORTS

12. CONSENT AGENDA ITEMS

A. Town of Front Royal Employee Handbook Update

B. Award of IFB #2-2026 - Townwide Milling & Paving Projects

C. IFB #7-2026 Curb and Gutter Installation Services

D. Award of IFB #5-2026 – Glycerin

E. FY27 Budget Amendment and Award of Prospect Street Bridge Replacement Project

F. Appointment of Non-Elected Representative to the Northern Shenandoah Valley Regional Commission (NSVRC)

13. BUSINESS ITEMS

A. Memorandum of Understanding (MOU) Between the Town of Front Royal and the American Legion for the Military Tribute Banner Program

B. Deed of Easement and Vacation of Existing 5-Foot Storm Drainage Easement – 4EVERHOMES LLC

C. Proposed Extension of Moratorium on Data Center Applications

14. ADJOURN

SPECIAL MEETING
REGULAR MEETING TO FOLLOW at 7:00 PM Town Council

Meeting Date: September 28, 2026 Item #: 1.B.

Agenda Item: CLOSED MEETING

Summary:

Budget/Funding:

Meetings:

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

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

1. Pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, more specifically: a) termination of the Amendment to the Voluntary Settlement Agreement Between the County of Warren, Virginia and the Town of Front Royal, Virginia, dated April 11, 2018; and b) amendment of the Town zoning ordinance to define and regulate data centers; and,
2. Pursuant to Section 2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees, more specifically, the Director of Energy Services.

Motion to Certify Closed Meeting at its Conclusion

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

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

Council.

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None

The meeting was called to order at approximately 7:00 p.m.
Moment of Silence
Pledge was led by Vice Mayor Veitenthal

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 Hillary Wilfong

APPROVAL OF MINUTES

Vice Mayor Veitenthal moved, seconded by Councilman Sealock, that Council approve the minutes of the July 27, 2026, Regular Meeting, August 3, 2026, Work Session, and August 10, 2026, Work Session as presented.

Vote: Yes– Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock, Vice Mayor Veitenthal
No– None
Absent–None
Abstain– None **ROLL CALL:**

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

RECOGNITIONS/AWARDS/REPORTS

Director of Public Works Robbie Boyer recognized Andrew Schilling for obtaining his Class 1 Virginia Wastewater Works Operator License. Mr. Schilling has been employed with the Town since March 2024. The Mayor and Council congratulated Mr. Schilling on his accomplishment.

PUBLIC HEARINGS

Special Use Permit – Rotary Club Mural at 37 Water Street- The application for review is a request for an artistic mural, exceeding sixty (60) square feet in size, on the north side of the building facing the intersection of N. Commerce Avenue and Manassas Street, located at 37 Water Street. Identified by Tax Map 20A8-6-C3. The property is zoned C-2, Downtown Business District. The Mayor opened the floor for the applicant to speak.

Mr. Brett Hrbek spoke on behalf of the Rotary Club of Front Royal in support of Special Use Permit 260273 for the proposed Centennial Mural at 37 Water Street. Mr. Hrbek stated that the mural would commemorate the Rotary Club's 100 years of service to the community and transform the highly visible north side of the building into a piece of public art. The mural was designed and will be painted by a local artist and Warren County High School art teacher. The artwork represents themes including peace, education, clean water, health, economic opportunity, environmental protection, and Rotary International's efforts to eradicate polio. Mr. Hrbek noted that the project is privately funded and will be installed on removable wood panels to allow for future repair, updates, or removal. A QR code is also proposed to provide information about the mural and its symbolism, with the intent of incorporating the mural into the Town's public art and mural trail.

Mayor Cockrell opened the Public Hearing.

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Kathy Wolfe- 431 Washington Avenue- Executive Director of Blue Ridge Opportunities and a Town resident, spoke in support of the proposed mural. Ms. Wolfe stated that Blue Ridge Opportunities is excited to partner with the Rotary Club to host the mural on its building and expressed appreciation for the opportunity to display a piece of artwork that reflects the positive nature of the organization and the individuals it serves. Ms. Wolfe noted that Blue Ridge Opportunities has had a longstanding relationship with the Rotary Club and has wanted a mural on the building for many years.

No other speakers present, Mayor Cockrell, closed the Public Hearing.

Councilman Ingram moved, seconded by Councilman Rappaport that Council approve the Special Use Permit for the Rotary Club mural, exceeding sixty (60) square feet, to be located on the north side of the building at 37 Water Street, identified as Tax Map 20A8-6-C3, in the C-2, Downtown Business District, as presented.

Vote: Yes– Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock, Vice Mayor Veitenthal
No– None
Absent–None
Abstain– None **ROLL CALL:**

Mayor Cockrell commended the Rotary Club for the proposed mural and expressed appreciation for the club's contribution to the community. Council members also expressed support for the mural, noting its representation of Rotary's commitment to community service, business leadership, and humanitarian efforts. Discussion included the potential for the mural to enhance the area, future landscaping and seating opportunities near the mural, and coordination with the Town's Public Works Department regarding existing trees in the area. Council also recognized the Rotary Club's 100 years of service and its significant local and international contributions.

Special Use Permit – 508 Kendrick Lane- Junkyard- Special Use Permit-Council is requested to consider application submitted by Eagle Sky Industrial Park, LLC, to allow an Automobile Graveyard ("Junkyard") at 508 Kendrick Lane, identified by Tax Map Number 20A1-3-4. The property is zoned I-2, Industrial Employment District.

Planning and Zoning Director Ms. Kopishke presented the request for a Special Use Permit to allow an Automobile Graveyard ("Junkyard") at 508 Kendrick Lane. Ms. Kopishke stated that, at Council's request, the application was reviewed by ACES in addition to Town staff and the Planning Commission. ACES raised concerns regarding stormwater management and DEQ inspections, compliance with the Town's Dark Sky lighting requirements, adequate screening and buffering, and vegetation removal. Ms. Kopishke noted that the applicant has an approved stormwater management plan through DEQ and that the Department of Motor Vehicles (DMV) would oversee the day-to-day operations of the automobile graveyard. She stated that any conditions imposed by Council should be related to mitigating impacts associated with the use, including stormwater runoff and other environmental impacts.

In response to Council questions, Ms. Kopishke stated that the property is currently an undeveloped field, although other industrial uses and towing operations are in the surrounding area. She further explained that the applicant had previously amended the application to move the proposed use outside an area subject to certain covenants, after which the applicable federal agency declined further review. Ms. Kopishke confirmed that the application did not include additional information regarding the applicant's proposed operational procedures for the vehicles beyond the approved stormwater management plan

Mayor Cockrell opened and closed the public hearing.

DRAFT

Councilwoman DeDomenico-Payne moved, seconded by Councilman Wood that Town Council deny the Special Use Permit application submitted by Eagle Sky Industrial Park, LLC, to allow an Automobile Graveyard ("Junkyard") at 508 Kendrick Lane, identified as Tax Map Number 20A1-3-4, in the I-2, Industrial Employment District, as presented.

Vote: Yes– Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock, Vice Mayor Veitenthal
No– None
Absent–None
Abstain– None ROLL CALL:

PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS

Jim Justice- 12 Chester Street, Town resident and business owner, spoke regarding concerns with the Town's fencing regulations in the downtown historic district. Mr. Justice stated that a neighboring property owner constructed a fence approximately six feet from the front door of his building and that a dispute exists regarding whether the fence was constructed across the property boundary. He expressed concern that the current process places the burden and expense of resolving property-line disputes on the affected property owner. Mr. Justice provided photographs illustrating fencing in the downtown commercial historic district and expressed concern that the current ordinance could result in excessive fencing that negatively impacts the character of the historic district. He requested that Council review the ordinance and consider whether it is being applied in a manner consistent with its intended purpose.

REPORTS

Report of Town Manager- Mr. Petty, reminded residents that Town Hall will be closed on Monday, September 7, for Labor Day, and that the next Town Council meeting will be held on Tuesday, September 8, at Town Hall. Mr. Petty recognized Andrew for his work at the Wastewater Treatment Plant and thanked Town staff and members of the public who assisted during the summer storms.

Report of Council Members

Councilman Sealock reported attending the Good Lions ribbon cutting and noted that the event was well attended, with food vendors and trailers set up in the parking lot. He also reported that he will be attending a threat assessment training at Randolph-Macon Academy on Thursday and Friday.

Councilman Wood congratulated Cars Changing Lives on giving away its 89th and 90th vehicles and noted that the organization is approaching its goal of 100 vehicles. He also announced an upcoming Murder Mystery Dinner fundraiser on September 24 at Shenandoah Valley Country Club, with proceeds benefiting Cars Changing Lives.

Vice Mayor Veitenthal stated she has been occupied with August being back to school month.

Councilman Rappaport reported attending the Reaching Out Now Gala in Winchester on August 2, which supports student mentorship, leadership experiences, and youth programming. He also attended the VML Finance Policy Committee meeting remotely on July 15, where topics included local audit costs, ASAP program funding, and HB 599 funding for local police departments. Councilman Rappaport also visited several local businesses on Main Street and Commerce Avenue. Lastly, he thanked the Energy Department for addressing the lighting issue on Kidd Lane.

Report of the Mayor- Mayor Cockrell reported attending the Warren County Fair, the Hike Kidz Elementary Shopping Days, and the distribution of school supplies, clothing, and hygiene kits to local students. She also attended the Warren County Public Schools new teacher and staff luncheon, National Night Out, and the Warren County Public Schools convocation. Mayor Cockrell announced the upcoming Young Life Golf Tournament on September 9th and Celebrate Kids Day, hosted by the Warren Coalition, on September 27th from 1:00 to 4:00 p.m. at the Health and Human Services Complex. She also noted that she will participate in the event's pitch burst fundraiser to benefit the Warren Coalition.

CONSENT AGENDA ITEMS

Purchase of Replacement Truck for Public Works Concrete Crew- Council authorized the purchase of a 2027 Ford F-350 Crew Cab 4x4 pickup truck, for the Public Works Concrete Crew in the amount of $87,874.00.

Purchase of Replacement Refuse Truck for Public Works Solid Waste- Council authorized the purchase of a 2027 Freightliner Chassis equipped with a 25-foot rear loader for the Public Works Solid Waste Department in the amount of $266,967.00.

Purchase of Replacement Camera System for Public Works Sewer Camera Truck- Council authorized the purchase and installation of a new sewer camera inspection system for the Public Works Sewer Maintenance Department in the amount of $139,936.35.

Council Appointments to the Joint Tow Board- Council appointed the proposed members to the Joint Towing Advisory Board for a four-year term beginning September 1, 2026.

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

Vote: Yes– Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock, Vice Mayor Veitenthal
No– None
Absent– None
Abstain– None ROLL CALL

BUSINESS ITEMS

Board of Architectural Review (BAR) Appeal- Denial of Certificate of Appropriateness Application #2600313 (501 E. Main Street- Council is requested to consider an appeal pursuant to Town Code §175-94 regarding the Board of Architectural Review's(BAR) denial of a Certificate of Appropriateness for the replacement of 18 wood windows with vinyl windows at 501 E. Main Street. Staff explained that the property is a contributing structure within the Historic District and that the vinyl windows were installed without prior BAR approval. The BAR previously denied the Certificate of Appropriateness and directed replacement of the windows with wood windows in accordance with the Historic District Design Guidelines. The applicant requested that Council overturn the BAR decision or allow the existing vinyl windows to remain, with an alternative request to replace only the front-facing windows.

Ms. Kopishke presented the appeal and explained that the property is a contributing structure within the Historic District and that the vinyl windows had been installed without prior BAR approval. The BAR denied the Certificate of Appropriateness and directed that the windows be replaced with wood windows in accordance with the Historic District Design Guidelines.

Ms. Kopishke reported that the applicant had also submitted applications for rehabilitation and reinstallation of the original wood shutters and for construction of a front porch. She explained that the shutters could be addressed administratively, while the proposed porch would require BAR review.

Town Attorney Mr. Sonnett clarified that the matter before Council was limited to the appeal of the BAR's decision regarding the windows. The proposed shutters and porch were separate matters and could not be considered as part of the current appeal.

The appellant's representative, Ronald Baldwin, presented renderings of the proposed porch and discussed the historic appearance of the property. He stated that the property is currently used as apartments and that the porch would help restore its historic character. He also expressed the applicant's preference to retain the existing vinyl windows, citing energy efficiency and environmental benefits.

Council discussed the scope of the appeal and the options available to Council pursuant to Town Code §175-94. Mr. Sonnett explained that Council could uphold, modify, or overrule the BAR's decision, but could not refer the proposed alternative

window arrangement or porch proposal to the BAR as part of the current appeal. Council noted that any additional improvements would need to proceed through the appropriate application process separately.

Vice Mayor Veitenthal moved seconded by Councilman Sealock to deny the appeal submitted by Hyo K. Bang pursuant to Town Code §175-94 and uphold the Board of Architectural Review's denial of the Certificate of Appropriateness.

Vote: Yes– Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock, Vice Mayor Veitenthal
No– None
Absent–None
Abstain– None **ROLL CALL:**

Consideration of Request to Discontinue Motor Vehicle Use on a Portion of Church Street- Council reviewed a request to discontinue motor vehicle use on approximately 1,932 square feet of Church Street between E. Main Street and the parking lot behind 201 E. Main Street, pursuant to Virginia Code §§ 15.2-2001 and 15.2-2006. The one-way alley has been closed since late 2025 due to redevelopment of the former Murphy Theater building at 131 E. Main Street, with little to no feedback received regarding the closure and its impact on traffic. Council reviewed the Town's 2019 Downtown Parking Study, which recommended converting this portion of Church Street into a pedestrian walkway to provide a continuous pedestrian connection from Jackson Street to Peyton Street. If discontinued for motor vehicle use, the Town would continue to own and maintain the area as a public pedestrian walkway and would work with downtown stakeholders to identify opportunities for future design and funding improvements.

Council discussed public feedback received since the matter was previously considered. Mayor Cockrell stated that they had received additional feedback from the public, including comments from downtown businesses, and noted that both supportive and opposing views had been received. Vice Mayor Veitenthal reported receiving additional emails and telephone calls regarding the proposed closure. Staff reported receiving limited formal feedback, including an email in opposition and conversations with business owners who expressed support. The two adjacent property owners had also been notified of the meeting.

Vice Mayor Veitenthal asked about the amount of Town funding that had been expended on the survey, renderings, and site plan concepts for the proposed closure. Staff explained that the materials presented were provided through downtown partners and did not result in a cost to Town taxpayers. Staff clarified that the Town had previously funded the 2019 Downtown Parking Study and that a new Downtown Parking and Traffic Study is currently underway. Staff advised that data collection was ongoing and that the study is anticipated to be completed by the end of 2026.

Councilman Sealock asked about the proposed method and duration of the closure. Staff explained that the intent would initially be to restrict motor vehicle access through the use of planters, barriers, removable bollards, or similar measures. The Town would retain ownership of the area, and removable barriers could allow access for emergencies or maintenance vehicles if necessary. Staff further explained that more substantial improvements to create an attractive pedestrian corridor would require additional funding and a future public process and that Council could reconsider the closure in the future.

Councilman Wood stated that downtown Front Royal had not requested that the Town fund the proposed pedestrian improvements and noted that downtown stakeholders intended to pursue grants and other financing opportunities. He expressed support for proceeding with the closure at this time, explaining that doing so would allow downtown stakeholders to begin working on grant applications, financing, and a more detailed design while the Murphy Theater construction remains ongoing. He noted that delaying the closure could potentially delay efforts to secure funding and complete the improvements by another year. Councilman Wood stated that the initial closure could remain simple and that, during the interim, downtown stakeholders could develop a vision and pursue funding to ultimately create a more substantial pedestrian area.

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Vice Mayor Veitenthal discussed concerns received from downtown business owners regarding whether the proposed closure could provide a greater benefit to businesses located adjacent to the proposed pedestrian area. The Councilmember noted that the closure could create additional space for outdoor seating, pedestrian activity, or customer overflow and questioned whether similar improvements should be considered for other downtown businesses and areas.

Councilwoman DeDomenico-Payne responded that the potential benefit to a particular business should not, by itself, prevent the Town from pursuing an improvement that could benefit the broader downtown area. She emphasized the importance of supporting downtown businesses and the redevelopment of the Murphy Theater and stated that benefiting one business does not necessarily result in harm to another.

Vice Mayor Veitenthal stated that, while supportive of eventually closing the street, they did not believe the matter should be approved at this time. She cited the anticipated seven- to nine-month continuation of construction, the lack of current funding for the proposed pedestrian improvements, the pending Downtown Parking and Traffic Study, and the opportunity to receive additional public input during the interim. Vice Mayor Veitenthal expressed the view that the matter should be revisited once construction is completed, funding and a plan for improvements are identified, and additional information is available.

Councilman Rappaport expressed opposition to the proposed closure, stating that the public feedback received favored maintaining motor vehicle access and traffic flow through Church Street. He stated that, in their view, the street should remain open and that improvements such as lighting could be considered without eliminating vehicular access.

Councilman Ingram stated that he remained somewhat divided on the proposed closure and had received both support and opposition from the public. He expressed concern about the timing of the closure since the street is already closed for construction and there is no definitive timeline for reopening. Councilman Ingram stated that he would prefer to see how traffic flows after the Murphy Theater opens and the construction area is cleared before making a decision and indicated support for tabling the matter until that time.

Council continued discussion regarding the timing and merits of the proposed closure, including public feedback, future pedestrian improvements, traffic flow, parking, construction activities, available funding, and the pending Downtown Parking and Traffic Study. Following discussion, Council proceeded to consider the proposed motions.

Councilman Wood moved seconded by Councilwoman DeDomenico-Payne that Council approve the closure of approximately 1,932 square feet of Church Street located between E. Main Street and the parking lot behind 201 E. Main Street to motor vehicle use pursuant to Virginia Code §§ 15.2-2001.

Substitute Motion

Vice Mayor Veitenthal moved, seconded by Councilman Rappaport that Council deny the closure of approximately 1,932 square feet of Church Street located between E. Main Street and the parking lot behind 201 E. Main Street to motor vehicle use pursuant to Virginia Code §§ 15.2-2001.

Vote: Yes– Councilmembers Rappaport, Ingram, Sealock, Vice Mayor Veitenthal
No– DeDomenico-Payne, Wood
Absent–None
Abstain– None ROLL CALL:

CLOSED MEETING

Vice Mayor Veitenthal moved and seconded by Councilman Rappaport that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purposes:1) pursuant to section 2.2-

3711(A)(1) of the Code of Virginia, for the discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body, more specifically, the Town Attorney.

Vote: Yes– Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock, Vice Mayor Veitenthal
No– None
Absent – None
Abstain– None **ROLL CALL:**

CERTIFICATION OF CLOSED MEETING

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

Vote: Yes– Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock, Vice Mayor Veitenthal
No– None
Absent– None
Abstain– None **ROLL CALL:**

ACTION AFTER CERTIFICATION OF CLOSED MEETING

Vice Mayor Veitenthal moved, seconded by Councilwoman DeDomenico-Payne that Council approve the Third Amendment to Employment Agreement of the Town Attorney, effective July 1, 2026, as presented, with the Mayor to execute the amendment on behalf of the Council and the Town.

Vote: Yes – Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock, Vice Mayor Veitenthal
No– None
Absent– None
Abstain– None **ROLL CALL:**

The meeting adjourned at approximately 9:51pm

Approved by Town Council

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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 (Remote)
Councilman H. Bruce Rappaport
Councilman R. Wayne Sealock
ABSENT: Councilman Glenn E. Wood
OTHERS PRESENT: Town Manager Joseph W. Petty
Town Attorney George M. Sonnett, Jr.
Clerk of Council Hillary Wilfong
Various members of the staff and public

REMOTE PARTICIPATION: Councilman Ingram participated remotely. Mayor Cockrell confirmed Councilman Ingram's location as Mt. Airy, North Carolina, where he was on annual vacation.

ADDITIONS/DELETIONS TO THE AGENDA:
Councilwoman DeDomenico-Payne moved, seconded by Vice Mayor Veitenthal, that Council add the Deed of Storm Drainage Easements to the agenda as Item 4L and the Dollars for Dolly Day Proclamation as Item 4M, and delete Item 3A, Presentation for Block Safety LPR.

Vote: Yes – Councilmembers Rappaport, DeDomenico-Payne, Ingram, Sealock, Veitenthal
No – N/A
Absent –Wood
Abstain – N/A Motion carried by roll call vote.

ACTION ITEM
Resolution to Council September 14, 2026, Regular Work Session- No discussion.
Councilman Sealock moved , seconded by Councilman Rappaport that Council approve the resolution cancelling the September 14, 2026, Regular Work Session as presented.

Vote: Yes – Councilmembers Rappaport, DeDomenico-Payne, Ingram, Sealock, Veitenthal
No – N/A
Absent –Wood
Abstain – N/A Motion carried by roll call vote.

NEW BUSINESS
Memorandum of Understanding (MOU) Between the Town of Front Royal and the American Legion for the Military Tribute Banner Program – Mr. Petty provided an update on the Town's Military Tribute Banner Program. In 2025, the Town, with support from Warren County, initiated the program, with 75 banners currently installed along Royal Avenue. The banners sold out within days. Mr. Petty stated that the Town has been discussing a potential partnership with American Legion Post 53 to assist with the program and expand the number of banners to 150.

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Mr. Petty explained that the proposed MOU would formalize the partnership and establish the respective roles and responsibilities of the Town and American Legion Post 53. The American Legion would manage banner applications, fees, and orders, while the Town would be responsible for installation and ongoing maintenance on Town-owned poles. He noted that the banner design may be modified slightly based on lessons learned during the first year of the program.

The proposed expansion would add an additional 75 banners, with the program structured to stagger replacements rather than requiring all 150 banners to be installed or replaced at the same time. The Town's Energy Services team would handle installation and maintenance. Staff are also evaluating additional locations and poles that meet the program's guidelines and provide adequate pedestrian and vehicle visibility.

Mr. Petty noted that the banners are intended to be placed in high-traffic areas where pedestrians and motorists can meaningfully view and appreciate them, while avoiding locations where they could be lost among other streetscape elements or appear more like advertising. The current expansion focuses primarily on 12-foot green poles along two-lane, 25-mph roads, with additional locations being evaluated. East Main Street was discussed; however, the existing concrete poles were determined to be unsuitable due to their size and height, as well as the number of other seasonal streetscape elements in the area.

Mayor Cockrell asked whether the original cost structure would remain in place, with applicants paying the cost of the banners and the Town and County supporting infrastructure costs, while Town staff provide installation. Mr. Petty stated that discussions regarding infrastructure costs are ongoing and that American Legion Post 53 may be willing to assist with those costs. He noted that the Town and County would also be considered as funding partners. Mayor Cockrell emphasized that the purpose of the program is not to generate revenue and that the goal is to keep the banners available to applicants at a reasonable cost. Mr. Petty stated that the MOU does not currently specify the financial arrangement and that the provision could be addressed in the agreement if Council wishes to maintain the program at a reasonable cost for applicants.

Council agreed to place the item on the September 28, 2026, agenda under Business Items.

Schedule Public Hearing for Financing of Riverton Sewer Lift Station and Centrifuge Projects – Mr. Wilson presented a request to advertise and hold a public hearing regarding proposed financing through the Virginia Water Facilities Revolving Fund for the Riverton Sewer Pump Station and a centrifuge project at the Wastewater Treatment Plant. The Town originally applied for financing of $1.8 million for the Riverton Sewer Pump Station and $7.96 million for the centrifuge project, with funding authorized by the Virginia Resources Authority in March 2026.

Mr. Wilson explained that the estimated cost of the centrifuge project increased to $10.423 million during final engineering due to updated equipment pricing, a better understanding of the project scope, and requested alternatives. Staff recommended advertising a total financing amount of $12.223 million, consisting of $1.8 million for the Riverton Sewer Pump Station and $10.423 million for the centrifuge project. He clarified that advertising the higher amount would provide the Town flexibility to add or remove project alternatives following procurement and would not require the Town to finance the full amount.

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Mr. Wilson stated that the Town must hold a public hearing to obtain public feedback before closing on the financing. Staff requested that the public hearing be advertised for the September 28, 2026, regular meeting. No action on the financing would be taken at the public hearing. Future Council action would be required following receipt and review of bids and a determination of the final financing amount.

Council discussed the estimated financing costs, including an estimated interest rate of 3.2% over 25 years. Mr. Wilson clarified that the estimated annual payments would total approximately $710,000 if the full $12.223 million were financed, although staff does not anticipate financing the full amount. Council also discussed the $485,000 currently budgeted in FY2027 Sewer Fund Contingency and the need to account for future debt service in subsequent budgets.

Council asked about the scope of the centrifuge project, and Mr. Wilson clarified that the project is an upgrade to the existing Wastewater Treatment Plant. He also provided an update on procurement, noting that the Riverton Sewer Pump Station project has been solicited and the responses are currently being reviewed by the Department of Environmental Quality, while the centrifuge project is scheduled to be solicited in September 2026.
Council agreed to advertise the public hearing for the September 28, 2026, regular meeting.

Town of Front Royal Employee Handbook Update – Ms. McIntosh presented proposed updates to the Town of Front Royal Employee Handbook, including the reorganization of Sections 2 and 8 and updates to Sections 3.4 (Pay Actions), 5.12 (Administrative Leave), 8.7 (Driving and Vehicle Use Policy), and 8.8 (Take-Home Vehicles).
Ms. McIntosh explained that the reorganization would move the existing Driving and Safety provisions to Section 8 for improved organization, with no policies being removed. The Pay Actions update would establish consistent callback and standby pay, including a minimum of one hour for time worked and one hour of travel time. Council discussed the increase in travel time from the current 30 or 45 minutes to one hour.

The Administrative Leave update clarifies that administrative leave is not paid out upon separation, consistent with the Town's existing practice. Updates to the Driving and Vehicle Use Policy clarify employee reporting responsibilities, CDL requirements, safe vehicle operation, distracted driving laws, and the use of vehicle monitoring technology.

Council agreed to place the item on the September 28, 2026, agenda under the Consent Agenda.

Fiscal Year 2027-2028 Budget Calendar – Mr. Wilson presented the proposed FY2027-2028 Budget Calendar and explained that the schedule is generally consistent with the calendar used in previous years. He noted that the proposed schedule accounts for statutory requirements regarding the timing of public hearings and approval of the annual appropriation ordinance. The public hearing for the annual appropriation ordinance is proposed for May 10, 2027, with approval scheduled for May 24, 2027.

Council discussed the proposed location of the budget public hearing and noted that the hearing would need to be held at Town Hall unless the Warren County Government Center Board Meeting Room is available. Staff will check the availability of the Government Center when scheduling rooms for the upcoming year.

Council also discussed the timing of County reassessments and the potential impact on the Town's ability to establish tax rates and prepare the annual budget. Staff noted that the Town remains dependent on receiving

the final assessment figures from the County and that delays or changes to the figures could affect the budget and tax rate schedule. Mr. Wilson stated that the proposed calendar provides the best balance between meeting required deadlines and allowing some flexibility for potential delays.

Award of IFB #2-2026 – Townwide Milling and Paving Projects – Ms. Campbell presented a request to authorize the award of IFB #2-2026, Townwide Milling & Paving, to Chemung Contracting Corporation of Mitchells, Virginia. She stated that five bids were received, with Chemung Contracting Corporation submitting the lowest responsive and responsible bid in the amount of $826,050. The contract will be for an initial one-year term, with the option to renew for up to four additional one-year terms. Funding is available in the Highway Maintenance – Street Reconstruction budget.

Council briefly discussed the proposed award, including whether the item could be placed on the Consent Agenda and whether the Town had previously worked with the contractor. No additional concerns were raised.

Council agreed to place the item on September 28, 2026, agenda under the Consent Agenda.

Purchase of Replacement Track Loader – Ms. Campbell presented a request to authorize the purchase of a Caterpillar 953 Track Loader from Carter Machinery Company, Inc., utilizing Sourcewell Cooperative Contract #011723-CAT. The purchase price is $274,845, less a $20,000 trade-in allowance for the Town's existing 1987 CAT loader, for a net purchase price of $254,845. The new loader will replace the existing unit currently used by multiple Public Works departments.

Council discussed placing the item on the September 28, 2026, agenda under the Consent Agenda.

IFB #7-2026 – Curb and Gutter Installation Services – Ms. Campbell presented a request to authorize the award of IFB #7-2026, Curb & Gutter Installation, to Arthur Construction Company, Inc., in the amount of $149,943. The contract will be for an initial one-year term, with the option to renew for up to four additional one-year terms. Arthur Construction Company, Inc. submitted the lowest responsive and responsible bid.

Council had no questions or concerns and agreed to place the item on the September 28, 2026, agenda under the Consent Agenda.

Award of IFB #5-2026 – Glycerin – Ms. Campbell presented a request to authorize the award of IFB #5-2026 for the supply and delivery of glycerin for the Wastewater Treatment Plant to Suffolk Sales & Service Corporation at a unit price of $3.65 per gallon. Three bids were received, and following review and clarification of product specifications and supporting documentation, Suffolk Sales & Service Corporation was determined to be the lowest responsive and responsible bidder. The contract will be for an initial one-year term, with the option for four additional one-year renewals. Funding is available in the Wastewater Treatment Plant chemical budget.

Council discussed why another bidder's price was approximately $40,000 lower. Staff explained that the lower bid did not meet the Town's required product specifications and that the product had previously resulted in operational issues at the plant. Staff further explained that the lower-priced product was a different grade and did not meet the required criteria. Council agreed that selecting a product that meets the Town's specifications and performs properly is preferable to selecting the lower-priced product.

DRAFT

Council discussed placing the item on the September 28, 2026, agenda under the Consent Agenda.

FY2027 Budget Amendment and Award of Prospect Street Bridge Replacement Project – Ms. Campbell presented a request to approve an FY2027 budget amendment of $479,548 in VDOT Revenue Sharing funds for the Prospect Street Bridge Replacement Project and authorize the award of the construction contract to WG Construction Company, Inc. in the amount of $959,096. Three bids were received, with WG Construction Company, Inc. determined to be the lowest responsive and responsible bidder. Staff noted that the apparent low bidder, Terra Constructs, was determined to be nonresponsive after being given an opportunity to provide the missing information and did not respond. Mattern & Craig, Inc., the Town's project engineer, reviewed the bid and contractor qualifications and recommended the award to WG Construction Company, Inc., which previously completed the Town's 8th Street Bridge Replacement Project.

Council discussed the nonresponsive bid and confirmed that the bidder had been given an opportunity to address the deficiencies. Council also discussed the anticipated project start date and duration, noting that additional information will be available following the award and scheduling of the project. The potential impact of the bridge closure on the surrounding neighborhood was also discussed.

Council had no further concerns and agreed to place the budget amendment and contract award on the September 28, 2026, agenda under the Consent Agenda.

Appointment of Non-Elected Representative to the Northern Shenandoah Valley Regional Commission (NSVRC)
Council was requested to appoint Daniel Wells as the Town's non-elected representative to the Northern Shenandoah Valley Regional Commission (NSVRC) to fill the current vacancy. Mr. Wells would serve the remainder of the term, expiring June 30, 2029.

Council agreed to place the appointment on the September 28, 2026, agenda under the Consent Agenda.

Ordinance Amendment – Zoning Administrator and Deputy Zoning Administrator Responsibilities – Council discussed a proposed amendment to Town Code § 175-147 regarding the Zoning Administrator and Deputy Zoning Administrator. The proposed amendment would allow the Town Council or Town Manager to designate the Zoning Administrator, rather than automatically assigning the role to the Director of Planning, and would allow for more than one Deputy Zoning Administrator.

Staff explained that the amendment would provide greater flexibility within the Planning Department by allowing additional staff members to have authority to assist with zoning enforcement, inspections, letters, and citations, rather than placing those responsibilities solely on the Planning Director and one Deputy Zoning Administrator. The amendment would also allow the department to operate more efficiently as a team and is consistent with practices in other localities.

Council discussed whether the proposed changes would require additional budgetary appropriations or obligate the Town to hire additional staff. Staff clarified that the amendment would not require the Town to hire additional employees and would simply provide flexibility to designate additional staff if needed and available.

DRAFT

Council supported moving forward with the proposed amendment and agreed to advertise the amendment for a public hearing.

Deed of Easement from 4EVERHOMES LLC to the Town for 20' Storm Drainage Easement for Town Facilities Over, Across, Under and Upon Tax Map Nos. 20A7-12-33 and 20A7-12-34, Vacating a 5' Storm Drainage Easement Upon Construction and Acceptance of the New Facility – Council discussed a proposed Deed of Storm Drainage Easement from 4EVERHOMES LLC granting the Town a 20-foot storm drainage easement over portions of Tax Map Nos. 20A7-12-33 and 20A7-12-34. Staff explained that the proposed easement would relocate the existing storm drainage facility into a wider easement that meets current Town standards, as the existing pipe is not located within the currently recorded five-foot easement.

Staff further explained that the relocation would accommodate the property owner's proposed development and would be completed at the developer's expense. The Town would not accept the new easement until the relocated facility is constructed in accordance with Town standards, at which time the existing five-foot easement would be vacated. Council noted that the proposed easement would also resolve the existing discrepancy between the recorded easement and the as-built location of the storm drainage facility.

Council had no further questions and agreed to consider the matter as a Business Item at the September 28, 2026, meeting.

Proclamation – Dollars for Dolly Day, September 25, 2026 – Mayor Cockrell presented a request to proclaim September 25, 2026, as "Dollars for Dolly Day" in the Town of Front Royal following a citizen request. She explained that the one-time initiative is intended to encourage residents to donate $5 to a nonprofit organization of their choice in recognition of Dolly Parton's legacy of giving and community service.

Mayor Cockrell initially considered directing donations specifically to the Dolly Parton Imagination Library or Warren County's HALO program, but proposed expanding the initiative to allow residents to support any nonprofit organization that is meaningful to them. She noted that the Town would not collect, process, or contribute funds to the initiative and that participation would be entirely voluntary. The goal is to encourage community giving and demonstrate the collective impact that small donations could have on local organizations. Council expressed support for the initiative and agreed that allowing residents to select a nonprofit organization would make the effort more inclusive. Council also discussed providing information and links to local nonprofit organizations through Town communications to help residents identify organizations to support.

Mayor Cockrell stated that the proclamation would be prepared for her signature and that the Town would assist with promoting the one-day initiative.

OLD BUSINESS

Ordinance Amendment to Town Code §175 Regarding Data Center Definitions and Zoning District Regulations – Mr. Petty presented an update regarding the proposed zoning text amendment to define and prohibit data centers within the Town. He stated that, following the Town Council's June 22, 2026, direction to prepare a prohibition ordinance and adoption of an administrative application moratorium, the Planning Commission's recommended language was reviewed by outside legal counsel. Mr. Petty stated that outside counsel found the proposed amendment to be thorough and consistent with Council's direction. Staff recommended moving

DRAFT

forward with the proposed amendment for a public hearing, with Council retaining the ability to consider revisions to the language.

Council discussed the proposed definition of "Data Center" and the language referencing Town Code §175-9.3 regarding excluded uses. Council members raised concerns that the provision stating that data centers are excluded from all zoning districts "except where expressly permitted by right or special use permit" could be interpreted as allowing a data center through a special use permit in certain zoning districts, particularly where "Technology Business" is listed as a special use permit use. Staff explained that a data center is not currently listed as a permitted or special use in any zoning district and, therefore, would be excluded under the proposed language. Staff further explained that the definition would assist the Zoning Administrator in determining whether a proposed business constitutes a data center.

Council also discussed legally nonconforming uses and the potential for an existing data center, if one were legally established, to continue operating under applicable state law and Town regulations. Staff explained that a legally nonconforming use could not be expanded beyond its existing conditions.

Council members expressed concern that the proposed language did not clearly reflect Council's prior direction to prohibit data centers in all zoning districts. The Town Attorney explained that the reference to special use permits could be removed from the proposed language. Council also discussed whether additional consultation with outside legal counsel was necessary to address the concerns regarding the proposed language.

Following discussion, Council indicated that additional review of the proposed language and consultation with outside legal counsel would be appropriate before proceeding with the amendment and determining whether an extension of the administrative application moratorium was necessary.

Meeting adjourned at approximately 9:13 PM.

Approved by Council:

DRAFT

SPECIAL MEETING
REGULAR MEETING TO FOLLOW at 7:00 PM Town Council

Meeting Date: September 28, 2026 Item #: 8.A.

Agenda Item: Flock Safety ALPR Camera Program

Summary:

Budget/Funding:

Meetings:

Proposed Motion:

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None

Front Royal Police Department

Flock Safety ALPR Camera Program

An Overview by Chief Brian Whited

A focused tool for vehicle-based investigative leads, governed by policy, purpose limits, and local accountability.

Vehicle evidence • NOT facial recognition



Why FRPD uses ALPR technology

The system creates objective vehicle evidence that can help investigators move faster after a public-safety incident.

1

Capture

Motion-activated camera captures a passing vehicle and available vehicle details.

2

Compare / Search

Authorized users may receive hotlist alerts or search by plate, partial plate, vehicle description, time, or location.

3

Investigative Lead

Officers verify information, develop leads, and connect vehicle evidence to reports and cases.

COMMON PUBLIC SAFETY USES

Stolen vehicles • missing or endangered persons • active criminal investigations • amber alerts

What is detected and what is not

This is vehicle intelligence, not facial recognition or demographic identification.

Detected

- License plate numbers and supported plate state
- Vehicle make, model, color, and unique identifiers
- Time, location, and direction of travel
- Potential “hotlist” match that must be verified

NOT Detected

- Facial recognition
- Continuous real-time video
- Gender, race, ethnicity, or other demographics
- Speed enforcement or traffic citations

Local deployment: Six fixed locations

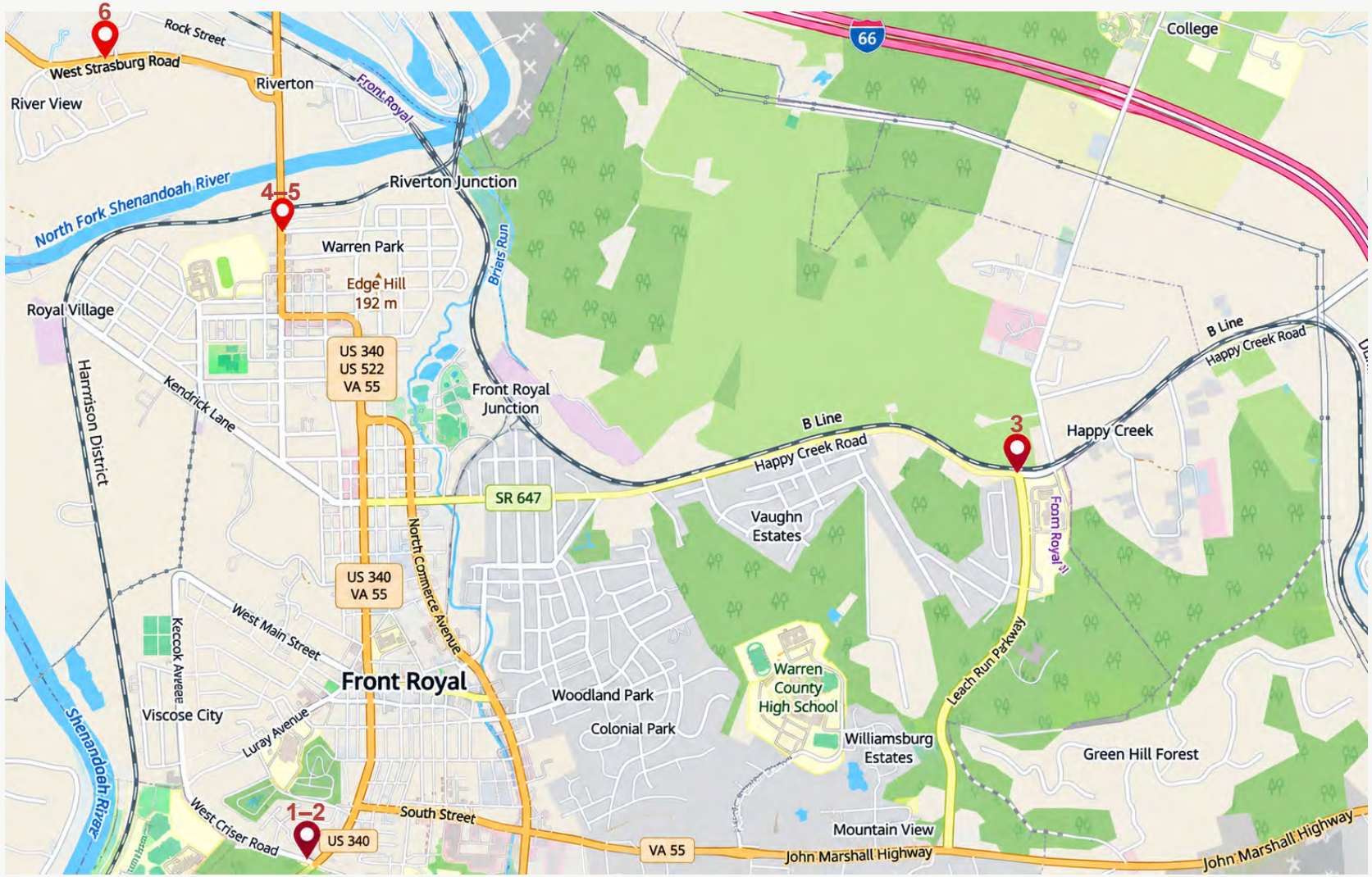
There are currently six sites located within Front Royal town limits.

	INSTALLATION SITE	TRAVEL DIRECTION
1	Stonewall Jackson Hwy @ E Criser Rd	Northbound
2	Stonewall Jackson Hwy @ E Criser Rd	Southbound
3	Happy Creek Rd @ Leach Run Pkwy	Westbound
4	Route 340 @ W 18th St	Southbound
5	Route 340 @ W 18th St	Northbound
6	W Strasburg Rd @ Forest Hill Dr	Westbound

Town of Front Royal / FRPD Flock Installation Sites as approved on February 12, 2024

Town-limit deployment map

Schematic view of the six authorized FRPD locations. Pin placement is approximate.



Approximate pin positions • not survey/GIS-grade

Authorized Locations

1–2	**Stonewall Jackson Hwy @ E Criser Rd** NB / SB
3	**Happy Creek Rd @ Leach Run Pkwy** WB
4–5	**Route 340 @ W 18th Street** SB / NB
6	**W Strasburg Rd @ Forest Hill Drive** WB

Excludes Flock installations located in the county

Permitted use & operational controls

Policy governs the data provided by Flock

Purpose limited

Use is restricted to law-enforcement and public-safety functions.

No personal use

Information may not be used for personal reasons or reasons outside Department functions.

Training required

Users must receive training before operating ALPR systems.

Reason required

Each search must have a valid, related search reason entered into the system.

Human verification

A hotlist alert requires visual plate verification and NCIC/VCIN confirmation.

Alert ≠ stop

An alert alone is not sufficient reasonable suspicion or probable cause.

The department recognizes the importance of both public safety and privacy. Flock is one of many tools used to help solve crimes and protect the community. By limiting who we share information with, restricting access, maintaining an audit trail of system activity, and regularly reviewing our policies, we work to ensure the technology is used responsibly while protecting the privacy of the public.

Data safeguards & retention

FRPD's policy and limited access, reviewable activity, and automatic deletion.

07
days maximum retention for non-evidentiary collected data

100%
law-enforcement / public-safety purpose requirement

0
personal reasons allowed under policy

Flock Cameras are stationary and do not move. They capture only the location, timestamp, and license plate image of a vehicle as it passes. They do not identify the driver or passengers or continuously track vehicles.

FLOCK SAFETY WILL NOT:

- Sell, publish, exchange, or disclose customer's LPR data for commercial purposes.
- Disclose or publish LPR data without authorization, unless required by law.
- Disseminate LPR data to persons not authorized to access or use the information.

Day 0
Vehicle read captured

Case review
Authorized query / valid reason with related case number

If evidentiary
Retain under records schedule

Day 07
Auto-deletion if not evidentiary

BALANCE POINT
Data is useful because it is searchable after an incident; trust is preserved by limiting who can search, why they search, and how long data remains available.

Successful case outcomes since implementation

Reported FRPD results using Flock Safety from October 2024 to present.

53
TOTAL SUCCESSES

05
CURRENT ADMINISTRATORS

18
CURRENT USERS

Wanted Person(s)	10
Drugs	8
Stolen Vehicles/Recovery	5
Grand Larceny/Larceny	4
Hit & Runs	4
Vandalisms by Shots Fired	4
Missing Persons	3
Fraud	3

Robbery	2
Sex Offenses	2
DUI/DUID	2
Violate Court Order	1
Welfare Checks	1
B&E's	1
Traffic Pursuits	1
Arson	1
Stolen Tags	1

i These outcomes reflect investigations and public-safety incidents in which Flock data contributed to leads, identification, recovery, or enforcement actions.

Most frequent categories: Wanted Person(s), Drugs, and Stolen Vehicles/Recovery

October 2024 to the Present

Transparency and accountability framework

A practical way to maintain accountability while preserving investigative integrity.

1. Purpose limited

A comprehensive Organization Audit Report is run monthly, capturing all user searches, including user ID, date/time, timeframe, tag, case number, reason, and filters used. All searches must be tied to a valid case number and legitimate reason, and reports are retained for documentation.

2. Supervisory review and oversight

The Logistics Captain reviews the audit activity each month to ensure searches are appropriate and the system is not being misused. This provides routine supervisory oversight and accountability for all authorized users.

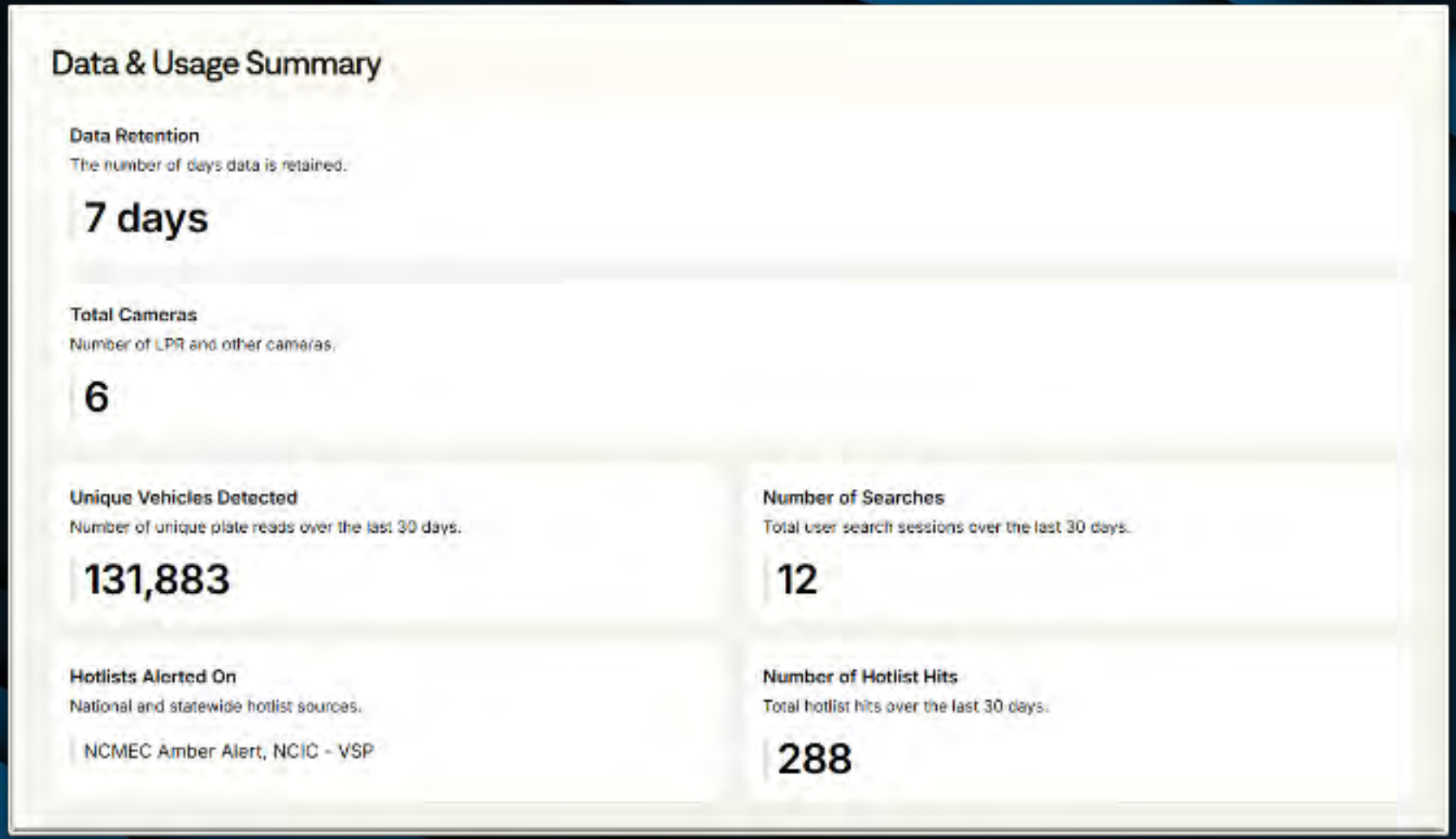
3. Automated Audit Assistance

Flock's Audit Assistance Tool provides an additional safeguard by automatically flagging unusual search patterns for review, including searches beyond 30 days, multiple case numbers for the same plate, repeated searches by a single user, external-network-only searches, and related narrow-timeframe activity. Flagged activity is reviewed and archived by the Logistics Captain.

Limited- Purpose Usage

FRPD uses Flock Safety as a limited-purpose investigative tool for vehicle evidence. It does not identify people by face, race, gender, or other demographic traits. Access is restricted, searches require a valid reason, alerts require verification, and local data is retained for no more than 07 days unless evidentiary.

Front Royal Police Department's transparency portal



Data & Usage Summary

Data Retention
The number of days data is retained.

7 days

Total Cameras
Number of LPR and other cameras.

6

Unique Vehicles Detected
Number of unique plate reads over the last 30 days.

131,883

Number of Searches
Total user search sessions over the last 30 days.

12

Hotlists Alerted On
National and statewide hotlist sources.

NCMEC Amber Alert, NCIC - VSP

Number of Hotlist Hits
Total hotlist hits over the last 30 days.

288

https://transparency.flocksafety.com/front-royal-va-pd

OPEN DISCUSSION

Questions?

Thank you for your time and attention.

Please proceed with any thoughts, feedback, or inquiries you may have.

SPECIAL MEETING
REGULAR MEETING TO FOLLOW at 7:00 PM Town Council

Meeting Date: September 28, 2026 Item #: 9.A.

Agenda Item: Financing of Riverton Sewer Lift Station & Centrifuge Projects

Summary: The Town applied for Virginia Water Facilities Revolving Funds to provide financing for the Riverton Sewer Pump Station (Preliminary Estimate - $1,800,0000) and a Centrifuge for the Waste Water Treatment Plant (Preliminary Estimate - $7,960,000). Virginia Resource Authority authorized funding for the projects in March 2026.

In order for the Town to close on financing, the Town must hold a public hearing to obtain any feedback from the public regarding the financing. Staff is requesting for Council to direct staff to advertise and hold a public hearing for the financing during the September 28, 2026 regular meeting.

During final engineering for the Centrifuge Project the project cost estimate increased to $10,423,000 due to updating the equipment pricing, better understanding of scope, and requested alternatives. The Town is able to request additional financing from Virginia Resource Authority if the projects are solicited for procurement and found to be higher than the amounts listed in the commitment letters from Virginia Resource Authority. The amounts the Town may request can not exceed the amounts included in the advertising for public hearing. Therefore staff recommends to advertise for a total financing of $12,223,000; (Riverton Pump Station $1,800,000 + $10,423,000 Centrifuge). Staff does not anticipate requesting financing for the total amount of $10,423,000 for the centrifuge; but having the advertising include the $10,423,000 for the Centrifuge will allow the Town flexibility to add/remove alternatives in the best interest of the Town.

Staff will return to Council with more information and to request approval for the awarding of contracts for both projects as well as approval of financing during future meetings.

The Riverton Sewer Pump Station project has been solicited for procurement and the response is currently in the process of being reviewed by the Department of Environmental Quality. The Centrifuge is scheduled to be solicited for procurement in September 2026.

The estimated interest rate is 3.2% for a term of 25 years and estimated annual payments of $104,690 for the Riverton Sewer Pump Station and $606,216 if the Town were to finance the $10,423,000 for the Centrifuge Project. The FY27 budget currently includes $485,000 under Sewer Fund Contingency for the projects. The first payment on financing would be due during FY28 if the projects and financing continue to move forward. .

Budget/Funding: 9872-40001 - Sewer Debt Service Principle on Debt
9872-40005 - Sewer Debt Service Interest on Debt
Annual debt service to be included in future budgets.
FY27 Budget includes $485,000 under 9899-49999 Sewer Contingency for partial year payment.

Meetings: September 8, 2026

Proposed Motion: I move that Council approves financing through the Virginia Water Facilities Revolving Fund in an amount not to exceed $12,223,000, consisting of up to $1,800,000 for the Riverton Sewer Pump Station Project and up to $10,423,000 for the Wastewater Treatment Plant Centrifuge Project, and authorize to proceed with the financing.

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None

VRA Virginia Resources Authority

Shawn B. Crumlish
Executive Director

March 23, 2026

Joseph W. Petty
Town Manager
Town of Front Royal
102 E. Main Street
Front Royal, Virginia 22630

Re: **Virginia Water Facilities Revolving Fund**
Town of Front Royal, Virginia
C-515898 (FY2026 Funding Cycle) Commitment Letter

Dear Mr. Petty:

Virginia Resources Authority (the "Authority") is pleased to advise you that the State Water Control Board (the "Board") has authorized funding from the Virginia Water Facilities Revolving Fund (the "Fund") to the Town of Front Royal (the "Town") to finance the wastewater treatment plant centrifuge project, together with related expenses (the "Project"). Funding consists of a repayment loan in an amount up to $7,960,000 (the "Loan"). The cost of funds on the Loan will be set the month prior to Loan closing and will include a fee of 0.20% for administrative and management services attributable to the Loan. Loan repayments will begin approximately six months after the estimated Project completion for a term of up to twenty-five years.

The Authority hereby offers to extend to the Town the Loan as stated, subject, however, to the satisfaction of the conditions to purchase the Town's Local Bond set forth in the enclosed form of Financing Agreement (Sections 2.1, 3.1, and 3.2).

It is understood that the Loan will be secured by a pledge of revenues from the Town's sewer system and the Town's full faith and credit. The Town's Local Bond evidencing the Loan shall be issued on a parity basis with all outstanding bonds secured by the Town's sewer revenues.

Loan closing and the disbursement of funds thereunder shall be subject to the availability of funds from the (a) United States Environmental Protection Agency Capitalization Grant under the Water Quality Act of 1987 and (b) Commonwealth of Virginia match grant.

The Local Bond shall be accompanied by an opinion of the Town's bond counsel to the effect that the Local Bond will not be a "private activity bond" as defined in Section 141 of the Internal Revenue Code of 1986, as amended.

Loan closing and the disbursement of funds in connection therewith shall remain subject to satisfaction of any condition prerequisite thereto established by the Board. The Town shall comply in all respects with all applicable federal, state and local laws, regulations and other requirements relating to or arising out of or in connection with the Project and the funding thereof by the Authority. The amount of the first disbursement on the Loan must exceed the lesser of $50,000 or

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Richmond, VA 23219 | www.VirginiaResources.org

five percent (5%) of the principal amount of the Loan. Loan closing will not be set until the first disbursement conforms to this requirement and the Town has satisfied all applicable pre-closing conditions.

The Authority reserves the right to withdraw or alter the terms of this commitment if, between the date of the Town's loan application and the date of closing, (i) the Town incurs any debt or (ii) the financial condition of the Town changes in a way deemed material by the Authority in its sole discretion.

If Loan closing shall not have occurred by November 30, 2026, it is understood that the Authority and the Board reserve the right to modify any of the conditions of this commitment or to withdraw the funding offer. Furthermore, authorization for funding can be withdrawn for not completing requirements in a timely manner.

If you have any questions concerning the foregoing, please call Joe Bergeron at 804-616-3442. **If you concur with the terms and conditions herein stated, please acknowledge your acceptance thereof by signing below and returning the original to me.** Retain a copy for your records.

Very truly yours,

Shawn B. Crumlish

Shawn B. Crumlish
Executive Director

The Town of Front Royal fully intends (i) to use the offered Loan for the Project and (ii) to commence or continue the Project, as applicable, pending closing of the Loan, on or about the 13 day of April, 2026. The foregoing terms and conditions are hereby acknowledged and accepted the 13 day of April, 2026.

By: _____
Town Manager

HILLARY A. WILFONG
STATE OF VIRGINIA
NOTARY PUBLIC
COMMISSION #7812451
EXPIRES APRIL 30, 2027

cc: BJ Wilson, Town of Front Royal
Megan M. Gilliland, Esq.
Benjamin A. Willis, Esq.
Howard P. Estes, Jr., Esq.
Karen Doran, Virginia Department of Environmental Quality

VRA VIRGINIA RESOURCES AUTHORITY

Shawn B. Crumlish
Executive Director

March 23, 2026

Joseph W. Petty
Town Manager
Town of Front Royal
102 E. Main Street
Front Royal, Virginia 22630

Re: **Virginia Water Facilities Revolving Fund**
Town of Front Royal, Virginia
C-515889 (FY2026 Funding Cycle) Commitment Letter

Dear Mr. Petty:

Virginia Resources Authority (the "Authority") is pleased to advise you that the State Water Control Board (the "Board") has authorized funding from the Virginia Water Facilities Revolving Fund (the "Fund") to the Town of Front Royal (the "Town") to finance the Riverton sewer lift station project, together with related expenses (the "Project"). Funding consists of a repayment loan in an amount up to $1,800,000 (the "Loan"). The cost of funds on the Loan will be set the month prior to Loan closing and will include a fee of 0.20% for administrative and management services attributable to the Loan. Loan repayments will begin approximately six months after the estimated Project completion for a term of up to twenty-five years.

The Authority hereby offers to extend to the Town the Loan as stated, subject, however, to the satisfaction of the conditions to purchase the Town's Local Bond set forth in the enclosed form of Financing Agreement (Sections 2.1, 3.1, and 3.2).

It is understood that the Loan will be secured by a pledge of revenues from the Town's sewer system and the Town's full faith and credit. The Town's Local Bond evidencing the Loan shall be issued on a parity basis with all outstanding bonds secured by the Town's sewer revenues.

Loan closing and the disbursement of funds thereunder shall be subject to the availability of funds from the (a) United States Environmental Protection Agency Capitalization Grant under the Water Quality Act of 1987 and (b) Commonwealth of Virginia match grant.

Loan closing and the disbursement of funds in connection therewith shall remain subject to satisfaction of any condition prerequisite thereto established by the Board. The Town shall comply in all respects with all applicable federal, state and local laws, regulations and other requirements relating to or arising out of or in connection with the Project and the funding thereof by the Authority.

The Authority reserves the right to withdraw or alter the terms of this commitment if, between the date of the Town's loan application and the date of closing, (i) the Town incurs any debt or (ii) the financial condition of the Town changes in a way deemed material by the Authority

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Richmond, VA 23219 | www.VirginiaResources.org

in its sole discretion. Loan closing will not be set until all applicable pre-closing conditions have been met.

If Loan closing shall not have occurred by November 30, 2026, it is understood that the Authority and the Board reserve the right to modify any of the conditions of this commitment or to withdraw the funding offer. Furthermore, authorization for funding can be withdrawn for not completing requirements in a timely manner.

If you have any questions concerning the foregoing, please call Joe Bergeron at 804-616-3442. **If you concur with the terms and conditions herein stated, please acknowledge your acceptance thereof by signing below and returning the original to me.** Retain a copy for your records.

Very truly yours,

Shawn B. Crumlish

Shawn B. Crumlish
Executive Director

The Town of Front Royal fully intends (i) to use the offered Loan for the Project and (ii) to commence or continue the Project, as applicable, pending closing of the Loan, on or about the 13 day of April, 2026. The foregoing terms and conditions are hereby acknowledged and accepted the 13 day of April, 2026

By: _____
Town Manager

HILLARY A. WILFONG
STATE OF VIRGINIA
NOTARY PUBLIC
COMMISSION #7612451
EXPIRES APRIL 30, 2027

cc: BJ Wilson, Town of Front Royal
Megan M. Gilliland, Esq.
Benjamin A. Willis, Esq.
Howard P. Estes, Jr., Esq.
Karen Doran, Virginia Department of Environmental Quality

TOWN OF FRONT ROYAL, VIRGINIA
NOTICE OF PUBLIC HEARING

Notice is hereby given that on September 28, 2026, the Town Council (the "Council") of the Town of Front Royal, Virginia (the "Town") will conduct a public hearing, which may be continued or adjourned, as required under applicable law, in accordance with Section 15.2-2606 of the Code of Virginia of 1950, as amended, with respect to the adoption by the Council of a resolution or resolutions, as may be necessary or convenient, regarding the proposed financing of certain infrastructure improvements. The purpose of the financing is the renovation of the Riverton Sewer Lift Station, which will include replacing existing pumps, adding a third pump, replacing valves, structural improvements and installing a new emergency generator. The purpose of the financing will also include costs associated with the construction of a new centrifuge dewatering facility at the wastewater treatment plant, all together as well as related engineering, administrative, and finance closing costs (collectively, "the Project"). The Town plans to fund the Project through a bond, or bonds, to be issued in a principal amount not to exceed $12,223,000.

The public hearing, which may be continued or adjourned, will be conducted at 7:00 p.m., or as soon thereafter as the matter may be heard, by the Council in the Warren County Government Center at 220 North Commerce Avenue, Front Royal, Virginia. Interested persons may appear at such time and place and present their views whether orally or in writing, or submit written comments prior to the hearings. The Council may set time limits on speakers and other rules and procedures for the conduct of this public hearing. Any persons with disabilities are urged to contact the Town Offices at 540-635-8007 prior to the public hearing to arrange for any necessary accommodations. For additional information, please contact the Town Clerk's Office.

BY ORDER OF THE TOWN OF FRONT ROYAL
TOWN COUNCIL
JOSEPH PETTY, TOWN MANAGER

The Royal Examiner:

Please run this ad in the editions of the paper for the publication dates of:
September 10, 2026 and September 17, 2026.

Please send the certificate of publication to the Town Clerk, Town of Front Royal Offices, P.O. Box 1560, Front Royal, VA 22630

	Town of F
	Opinic
Item	July 2025 Funding Application
Administrative Expenses	$50,000
Basic Engineering Fees	$700,000
Project Inspection and CA Fees	$710,000
Treatment Plant Construction	
Single Story Building / 1 Centrifuge	$6,200,000
Second Centrifuge with polymer skid, hoist and SCADA	$0
Truck	$0
Magnitite Removal	$0
Contingencies	$300,000
Other (PER, permitting, geotechnical)	$0
Total	**$7,960,000**

Front Royal Centrifuge Project

on of Probable Cost Summary

September 2, 2026

Total Project Cost Base Bid	Total Project Cost Base and Add Alts
$50,000	$50,000
~~$854,000~~	~~$854,000~~
$710,000	$710,000
$7,109,000	$7,109,000
$0	$786,000
$300,000	$300,000
$0	$900,000
$395,000	$395,000
$173,000	$173,000
$8,737,000	**$10,423,000**

Notes
Increase due to better understanding of design scope
Increase from obtaining actual, updated equipment pricing
Town requested Add Alternative
Town requested Add Alternative

SPECIAL MEETING
REGULAR MEETING TO FOLLOW at 7:00 PM Town Council

Meeting Date: September 28, 2026 Item #: 9.B.

Agenda Item: Ordinance Amendment – Zoning Administrator and Deputy Zoning Administrator Responsibilities

Summary: An Ordinance Amendment to Town Code § 175-147 to amend the provisions for the Zoning Administrator and Deputy Zoning Administrator. Town Code § 175-147 currently provides that the Director of Planning shall serve as the Town's Zoning Administrator. The ordinance was last amended in 1999. It also provides for one Deputy Zoning Administrator, who is appointed by the Town Manager. The proposed amendment would change the current structure by allowing the Town Council or Town Manager to designate the Zoning Administrator. It would also allow for more than one Deputy Zoning Administrator.

Budget/Funding: N/A

Meetings: September 8, 2026

Proposed Motion:
Approval
In furtherance of the purposes and objectives contained in Town Code §175-1(B), and finding that the public necessity, convenience, general welfare, and good zoning practice so require, I move that Council adopt zoning text amendments to Town Code § 175-147 amending the provisions for the Zoning Administrator and Deputy Zoning Administrator, as presented.

Denial
In furtherance of the purposes and objectives contained in Town Code §175-1(B), I move that Council deny the proposed zoning text amendments.

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None

PLANNING COMMISSION SPECIAL MEETING
AGENDA STATEMENT

Meeting Date: August 19, 2026

Public Hearing Item 1: 2600380 – An Ordinance Amendment to Town Code §175-147 to refine the delineation of responsibilities of the Zoning Administrator and the Deputy Zoning Administrators.

Recommendation of Approval ✓
Recommendation of Denial _____
Postponed _____

Vice Chairman Marrazzo stated that in order to promote the general welfare of the public and in accordance with Town Code §175-1(B), Vice Chairman Marrazzo moved, seconded by Commissioner Fedoryka that the Planning Commission forward a recommendation of approval to the Town Council to approve an Ordinance Amendment to Town Code §175-47 with the following changes so the ordinance reads:

The Town Manager shall appoint or designate the Zoning Administrator, who shall have all necessary authority for the enforcement and administration of the zoning ordinance on behalf of the Town Council. One or more individuals as appointed or designated by the Town Manager shall serve as deputies of the Zoning Administrator. The Zoning Administrator may delegate specific administrative and enforcement responsibilities to individual designated or appointed deputies.

Moved MARRAZZO *Seconded* FEDORYKA

Marshner Absent *Marrazzo* Y *Neel* Y *Brooks* Y *Fedoryka* Y

CERTIFIED by the Planning Commission

Chairman Neel

Town of Front Royal, Virginia

Planning Commission Regular Meeting Agenda

☐ Consent Action ☐ Administrative Action ☑ Public Hearing ☐ Discussion

AGENDA ITEM: Zoning Text Amendment #2600380

MEETING DATE: August 19, 2026

SUMMARY: An Ordinance Amendment to Town Code §175-47 to amend the provisions for the Zoning Administrator and Deputy Zoning Administrator. Town Code § 175-147 currently provides that the Director of Planning shall serve as the Town's Zoning Administrator. The ordinance was last amended in 1999. It also provides for one Deputy Zoning Administrator, who is appointed by the Town Manager. The proposed amendment would change the current structure by allowing the Town Council or Town Manager to designate the Zoning Administrator. It would also allow for more than one Deputy Zoning Administrator.

STAFF RECOMMENDATION: Staff recommends approval with an amendment to the text to state:

The Town Manager shall appoint or designate the Zoning Administrator, who shall have all necessary authority for the enforcement and administration of the zoning ordinance on behalf of the Town Council. One or more individuals as appointed or designated by the Town Manager shall serve as deputies of the Zoning Administrator. The Zoning Administrator may delegate specific administrative and enforcement responsibilities to individual designated or appointed deputies.

The current language creates a situation where Town Council or the Town Manager is appointing the Zoning Administrator which could create conflict in the appointment process.

DRAFT MOTION: "*In order to promote the general welfare of the public and in accordance with Town Code §175-1(B), I move that the Planning Commission forward a recommendation of approval to the Town Council to approve an Ordinance Amendment to Town Code §175-47 with the following changes so the ordinance reads:*
"The Town Manager shall appoint or designate the Zoning Administrator, who shall have all necessary authority for the enforcement and administration of the zoning ordinance on behalf of the Town Council. One or more individuals as appointed or designated by the Town Manager shall serve as deputies of the Zoning Administrator. The Zoning Administrator may delegate specific administrative and enforcement responsibilities to individual designated or appointed deputies."

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

"In order to promote the general welfare of the public and in accordance with Town Code §175-1(B), I move that the Planning Commission forward a recommendation of denial to the Town Council for Text Amendment #2600380 for the following reason(s)_____: "

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

PLANNING COMMISSION ACTION:

Moved _____Seconded _____

Marshner _____ Marrazzo _____ Neel _____ Brooks _____ Fedoryka _____

☐ Approved ☐ Approved w/ Conditions ☐ Denied ☐ Other

Staff Report: 2600380 Proposed Amendment to Town Code § 175-147 – Administrative Official

This is a small change in the overall text but in the absence of a work session, I wanted to provide a more robust report.

Background

Town Code § 175-147 currently provides that the Director of Planning shall serve as the Town's Zoning Administrator. The ordinance was last amended in 1999. It also provides for one Deputy Zoning Administrator, who is appointed by the Town Manager.

The proposed amendment would change the current structure by allowing the Town Council or Town Manager to designate the Zoning Administrator. It would also allow for more than one Deputy Zoning Administrator.

Current Code

The current language reads:

"The Director of Planning shall be designated as the Zoning Administrator, and have all necessary authority for the enforcement and administration of the zoning ordinance. The Zoning Officer, or other individual as appointed by the Town Manager, shall serve as the deputy of the Zoning Administrator."

Proposed Change *(in the packet)*

The Town Council/ Town Manager shall designate the Zoning Administrator, who shall have all necessary authority for the enforcement and administration of the zoning ordinance on behalf of the Town Council. One or more individuals as designated and appointed by the Town Council/Town Manager shall serve as deputies of the Zoning Administrator. The Zoning Administrator may delegate specific administrative and enforcement responsibilities to individual designated deputies, subject to final approval by the Town Council.

The proposed amendment would remove the automatic designation of the Director of Planning as Zoning Administrator and instead provide for the Zoning Administrator to be designated by the Town Council or Town Manager.

It would also allow the Town to designate more than one Deputy Zoning Administrator.

Staff sees a practical benefit to allowing multiple deputies. As the Planning Department has grown and responsibilities have changed, zoning administration and enforcement duties are now shared among multiple staff members. The current provision for a single deputy does not reflect the department's current staffing structure and can limit the ability of appropriate staff, such as the Code Enforcement Officer, to carry out zoning enforcement responsibilities in the field. At times this creates an unnecessary bottleneck, which this code change would alleviate.

State Law (*the code in its entirety has been attached in the packet*)

Virginia Code § 15.2-2286(A)(4) provides that a zoning ordinance may establish provisions for the "appointment or designation of a zoning administrator." The statute also provides that the Zoning Administrator has the necessary authority to administer and enforce the zoning ordinance on behalf of the governing body.

The proposed change is therefore within the general framework provided by State law.

It is important, however, to distinguish between the designation of the Zoning Administrator and the administration of the zoning ordinance.

- The Town Council adopts the zoning ordinance and establishes the regulations contained in it.
- The Zoning Administrator is responsible for administering and enforcing those regulations **on behalf of** the governing body. The code does not allow the governing body to administer, nor should those lines be blurred.

Deputy Zoning Administrators

Staff supports allowing the ordinance to provide for more than one Deputy Zoning Administrator.

The current ordinance refers to "the deputy" in the singular. In practice, zoning-related responsibilities may be carried out by more than one employee depending upon the type of application, inspection, determination, or enforcement matter involved. The current structure of the department has the deputy reviewing and signing off on permits or plans, not undertaking code enforcement per se. The Code Enforcement officer has the title but isn't a deputy, which can be problematic if the Zoning Administrator or Deputy isn't available and an issue arises.

Allowing the Zoning Administrator to designate deputies, plural, would provide flexibility in assigning those responsibilities.

Town Council Approval of Delegated Responsibilities

The proposed amendment also states that delegation of specific administrative and enforcement responsibilities by the Zoning Administrator would be subject to final approval by Town Council.

Staff recommends that this portion of the amendment be reconsidered.

If the Zoning Administrator is responsible for administering and enforcing the zoning ordinance, it would be more consistent with that role for the Zoning Administrator to determine which duties are delegated to designated deputies.

Town Council would retain its legislative authority over the zoning ordinance and would also have whatever appointment or designation authority is established in § 175-147. Individual administrative responsibilities, however, would remain within the administrative function of the Zoning Administrator.

Appointment Authority

The proposed language currently refers to the "Town Council/Town Manager" as the entity responsible for designating the Zoning Administrator.

This should be resolved before the amendment is adopted. The ordinance should clearly identify who has the authority to designate the Zoning Administrator.

If Council intends to retain that authority, the ordinance should state that directly. If Council intends for the Town Manager to make the designation, that should likewise be stated directly.

Staff Recommendation

- **Designate the Town Manager as the official responsible for designating the Zoning Administrator.** This is consistent with the Town's existing organizational structure, in which the Town Manager is responsible for the supervision and administration of Town staff.
- **Retain the Zoning Administrator's authority** to administer and enforce the zoning ordinance on behalf of the governing body, consistent with Virginia Code § 15.2-2286(A)(4). The ordinance accomplishes this.
- **Allow multiple Deputy Zoning Administrators** to reflect the Town's current staffing structure and allow appropriate staff to carry out assigned zoning

administration and enforcement responsibilities. The ordinance accomplishes this.

- **Remove the requirement for Town Council approval of individual delegations** made by the Zoning Administrator. The assignment of specific administrative and enforcement responsibilities should remain an administrative function of the Zoning Administrator. Basically, strike the last half of the sentence that says subject to Town Council approval.
- **Maintain a clear distinction between legislative and administrative roles**, with Town Council establishing the zoning regulations and the Zoning Administrator administering and enforcing those regulations.

Conclusion

Staff has no objection to changing the current designation of the Zoning Administrator or allowing multiple deputies, provided that the ordinance clearly establishes the appointing authority and maintains a clear division between the Town Council's legislative responsibilities and the administrative responsibilities of the Zoning Administrator.

Staff believes the amended text should read:

The Town Manager shall appoint or designate the Zoning Administrator, who shall have all necessary authority for the enforcement and administration of the zoning ordinance on behalf of the Town Council. One or more individuals as appointed or designated by the Town Manager shall serve as deputies of the Zoning Administrator. The Zoning Administrator may delegate specific administrative and enforcement responsibilities to individual designated or appointed deputies.

AN ORDINANCE AMENDMENT TO TOWN CODE §175-147 TO REFINE THE DELINEATION OF RESPONSIBILITIES OF THE ZONING ADMINISTRATOR AND THE DEPUTY ZONING ADMINISTRATORS.

175-147 ADMINISTRATIVE OFFICIAL

~~The Director of Planning shall be designated as the Zoning Administrator, and have all necessary authority for the enforcement and administration of the zoning ordinance. The Zoning Officer, or other individual as appointed by the Town Manager, shall serve as the deputy of the Zoning Administrator.~~

~~(Ord. of 4-19-99)~~

The Town Manager shall appoint or designate the Zoning Administrator, who shall have all necessary authority for the enforcement and administration of the zoning ordinance on behalf of the Town Council. One or more individuals as appointed or designated by the Town Manager shall serve as deputies of the Zoning Administrator. The Zoning Administrator may delegate specific administrative and enforcement responsibilities to individual designated or appointed deputies.

DRAFT

SPECIAL MEETING
REGULAR MEETING TO FOLLOW at 7:00 PM Town Council

Meeting Date: September 28, 2026 Item #: 9.C.

Agenda Item: Ordinance Amendment – Define Outdoor Dining Area, Permit Outdoor Dining in C-1 and C-2 Districts, and Establish Performance Standards

Summary: This amendment will provide parameters for staff to regulate and permit business owners to provide outdoor seating within the Town's commercial districts.
PC held a public hearing on July 15th and forwarded a recommendation of approval.

Budget/Funding:

Meetings: August 3, 2026
August 10, 2026

Proposed Motion:
Approval
In furtherance of the purposes and objectives contained in Town Code §175-1(B), and finding that the public necessity, convenience, general welfare, and good zoning practice so require, I move that Council adopt zoning text amendments to Town Code §§ 175-3 and 175-118 to define an outdoor dining area, permit outdoor dining as an accessory use in the C-1, Community Business District, and C-2, Downtown Business District, and establish performance standards for outdoor dining areas, as presented.

Amended
In furtherance of the purposes and objectives contained in Town Code §175-1(B), and finding that the public necessity, convenience, general welfare, and good zoning practice so require, I move that Council adopt zoning text amendments to Town Code §§ 175-3 and 175-118 to define an outdoor dining area, permit outdoor dining as an accessory use in the C-1, Community Business District, and C-2, Downtown Business District, and establish performance standards for outdoor dining areas, as amended.

Denial
In furtherance of the purposes and objectives contained in Town Code §175-1(B), I move that Council deny the proposed zoning text amendments.

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None

PLANNING COMMISSION REGULAR MEETING
AGENDA STATEMENT

Meeting Date: July 15, 2026

Public Hearing Item 2: 2600349 – An Ordinance Amendment to define Outdoor Dining Area in Town Code §175-3, permit outdoor dining as an accessory use in the C-1, Community Business District & C-2, Downtown Business District, and add performance standards under Town Code §175-118.

Recommendation of Approval ✓
Recommendation of Denial _____
Postponed _____

In order to promote the general welfare of the public and in accordance with Town Code §175-1(B), Commissioner Brooks moved, seconded by Vice Chairman Marrazzo that the Planning Commission forward a recommendation of approval to the Town Council to approve an Ordinance Amendment to define Outdoor Dining Area in Town Code §175-3, permit outdoor dining as an accessory use in the C-1, Community Business District and C-2, Downtown Business District, and add performance standards under Town Code §175-118.

VOTE: Yes – Fedoryka, Marshner, Neel, Marrazzo, Brooks
No – N/A
Abstain – N/A
Absent – N/A

ROLL CALL

Moved Brooks *Seconded* Marrazzo

Marshner Y *Marrazzo* Y *Neel* Abstain *Brooks* Y *Fedoryka* Y

CERTIFIED by the Planning Commission

Chairman Neel

Town of Front Royal, Virginia

Planning Commission Regular Meeting Agenda

☐ Consent Action ☐ Administrative Action ☑ Public Hearing ☐ Discussion

Agenda Item: Ordinance Amendment #2600349

MEETING DATE: July 15, 2026

SUMMARY: An Ordinance Amendment to define Outdoor Dining Area in Town Code §175-3, permit outdoor dining as an accessory use in the C-1, Community Business District & C-2, Downtown Business District, and add performance standards under Town Code §175-118.

STAFF RECOMMENDATION: Staff recommends approval. This amendment will provide parameters for staff and business owners to provide and regulate outdoor seating.

DRAFT MOTION:

"*In order to promote the general welfare of the public and in accordance with Town Code §175-1(B), I move that the Planning Commission forward a recommendation of approval to the Town Council to approve an Ordinance Amendment to define Outdoor Dining Area in Town Code §175-3, permit outdoor dining as an accessory use in the C-1, Community Business District & C-2, Downtown Business District, and add performance standards under Town Code §175-118. "*

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

"In order to promote the general welfare of the public and in accordance with Town Code §175-1(B), I move that the Planning Commission forward a recommendation of denial to the Town Council for Text Amendment #2600349 for the following reason(s)_____: "

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

PLANNING COMMISSION ACTION:

Moved _____Seconded _____

Marshner _____ Marrazzo _____ Neel _____ Brooks _____ Fedoryka _____

☐ Approved ☐ Approved w/ Conditions ☐ Denied ☐ Other

AN ORDINANCE AMENDMENT TO DEFINE OUTDOOR DINING AREA IN TOWN CODE §175-3, PERMIT OUTDOOR DINING AS AN ACCESSORY USE IN THE C-1, COMMUNITY BUSINESS DISTRICT & C-2, DOWNTOWN BUSINESS DISTRICT, AND ADD PERFORMANCE STANDARDS UNDER TOWN CODE §175-118.

Amendment to § 175-3 (Definitions)

OUTDOOR DINING AREA — An outdoor space on the same lot as, or contiguous to, a legally established food establishment (such as a restaurant or cafe) used for the consumption of food or beverages. All furniture, umbrellas, and structures must be temporary, unattached, and easily removable at the end of daily business hours.

175-39 - USE REGULATIONS (C-1)

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

RESIDENTIAL:

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

Caretaker quarters.

COMMERCIAL:

Appliance stores and repair services.

Assembly Halls.

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

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

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

Banks, branch banks, and financial institutions.

Barber and beauty shops.

Car washing.

Catering Services.

Contractor's offices, display rooms and storage.

DRAFT

Commuter parking facilities.

Department Stores.

Drugstores.

Florist shops/floral designers.

Funeral homes.

Furniture stores.

Grocery stores.

Hardware stores.

Laundries, Laundromats and dry cleaners.

Lumber and building supply, with storage under cover.

Machinery sales and service.

Motels, hotels, and tourist homes.

Newspaper and other printing establishments.

Personal Services.

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

Pharmaceutical Center.

Professional and Business Offices.

Radio and television broadcasting stations, studios or offices.

Recreational Facility, Commercial.

Restaurants, including drive-in restaurants.

Special childcare services.

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

Theatres, Indoor.

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

Veterinary hospitals.

DRAFT

Wearing-apparel stores.

INDUSTRIAL:

ORGANIZATIONAL:

Art galleries and museums.

Churches.

Public libraries.

MISCELLANEOUS:

Accessory uses, structures and buildings.

Home occupations.

Open Space.

Public facilities.

Public parks and playgrounds.

Outdoor Dining Area, in accordance with 175-118.

Public utilities.

Signs, as set forth in Section 175-106.

Special childcare services.

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

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

RESIDENTIAL:

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

COMMERCIAL:

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

DRAFT

Automobile Parking Lots, commercial.

Bed and Breakfasts, as set forth in Section 107.3.

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

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

Kennels.

Shopping centers as set forth in Section 175-111.

Tobacco, smoke or vape shop.

INDUSTRIAL:

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

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

ORGANIZATIONAL:

Schools.

MISCELLANEOUS:

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

Conservation areas.

Communication towers, in accordance with Section 175-110.4.

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

Boarding Houses, Clubs and Lodging Houses.

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

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

DRAFT

Parking Structures.

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

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

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

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

175-47 - USES PERMITTED BY RIGHT (C-2)

A. Subject to the standards and requirements set forth in this Chapter, except as prohibited or restricted by separate restrictions of record that may pertain to property within the C-2 District, the following uses of land and buildings are permitted by-right in the C-2 District:

RESIDENTIAL:

Conversion of existing residential and/or commercial structures into buildings with a greater number of dwelling units.

Single-family and two-family dwellings.

COMMERCIAL:

Assembly Halls.

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

Banks, branch banks, and financial institutions.

Barber and beauty shops.

Bed and Breakfasts.

Catering Services.

Department Stores, fifteen thousand (15,000) square feet or less.

Drugstores.

DRAFT

Florist shops/floral designers.

Funeral homes.

Furniture stores.

Grocery stores, fifteen thousand (15,000) square feet or less.

Hardware stores.

Laundries, Laundromats, and dry cleaners.

Motels, hotels, and tourist homes.

Newspaper and other printing establishments.

Personal Services.

Pet Shops, without boarding kennel.

Retail Stores, as defined in Section 175-47.B.

Professional and Business Offices.

Radio and television broadcasting stations, studios or offices.

Recreational Facility, Commercial.

Restaurants, excluding drive-in restaurants.

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

Theatres, Indoor.

Wearing-apparel stores.

INDUSTRIAL:

ORGANIZATIONAL:

Art galleries and museums.

Churches, excluding churches with ground level frontage on E. Main Street.

Public libraries.

MISCELLANEOUS:

Accessory uses, structures and buildings.

DRAFT

Clubs.

Home occupations.

Open space.

Outdoor Dining Area, in accordance with 175-118.

Public event, see Chapter 72 for additional permitting requirements for entertainment festivals.

Public facilities.

Public parks and playgrounds.

Public utilities.

Signs, as set forth in Section 175-106.

Special childcare services.

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

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

§ 175-118 PERFORMANCE STANDARDS FOR OUTDOOR DINING

Outdoor dining areas shall be permitted by-right as an accessory use to any lawful restaurant, cafe, or food establishment in the C-1, C-2, and applicable mixed-use zoning districts, subject to compliance with the following standards:

A. The outdoor seating footprint cannot exceed 50% of the restaurant's indoor dining floor area.

B. Seating must not block building exits, emergency escape routes, or fire equipment.

C. Establishments must follow the Virginia Construction Code requirements. At least one outdoor table must be fully accessible to individuals with disabilities.

DRAFT

D. Operators must use planters, ropes, or removable railings to cleanly separate the dining area from nearby pedestrian or vehicle traffic.

E. Outdoor seating may only operate during the establishment's normal indoor business hours.

F. Amplified music or loudspeakers are prohibited in outdoor spaces unless a separate permit is issued, and all operations must meet Chapter 106 (Noise) limits.

G. Establishments must keep the area clean, free of litter, and provide adequate trash receptacles.

175-~~118~~ 119—175-122 - RESERVED

DRAFT

PRESENTED ON AUGUST 3, 2026

AN ORDINANCE AMENDMENT TO DEFINE OUTDOOR DINING AREA IN TOWN CODE §175-3, PERMIT OUTDOOR DINING AS AN ACCESSORY USE IN THE C-1, COMMUNITY BUSINESS DISTRICT & C-2, DOWNTOWN BUSINESS DISTRICT, AND ADD PERFORMANCE STANDARDS UNDER TOWN CODE §175-118.

Amendment to § 175-3 (Definitions)

OUTDOOR DINING AREA — An outdoor space on the same lot as, or contiguous to, a legally established food establishment (such as a restaurant or cafe) used for the consumption of food or beverages. All furniture, umbrellas, and structures must be temporary, unattached, and easily removable at the end of daily business hours.

DRAFT

175-39 - USE REGULATIONS (C-1)

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

RESIDENTIAL:

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

Caretaker quarters.

COMMERCIAL:

Appliance stores and repair services.

Assembly Halls.

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

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

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

Banks, branch banks, and financial institutions.

Barber and beauty shops.

Car washing.

Catering Services.

Contractor's offices, display rooms and storage.

Commuter parking facilities.

Department Stores.

Drugstores.

Florist shops/floral designers.

Funeral homes.

Furniture stores.

Grocery stores.

Hardware stores.

Laundries, Laundromats and dry cleaners.

Lumber and building supply, with storage under cover.

Machinery sales and service.

Motels, hotels, and tourist homes.

Newspaper and other printing establishments.

Personal Services.

DRAFT

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

Pharmaceutical Center.

Professional and Business Offices.

Radio and television broadcasting stations, studios or offices.

Recreational Facility, Commercial.

Restaurants, including drive-in restaurants.

Special childcare services.

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

Theatres, Indoor.

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

Veterinary hospitals.

Wearing-apparel stores.

INDUSTRIAL:

ORGANIZATIONAL:

Art galleries and museums.

Churches.

Public libraries.

MISCELLANEOUS:

Accessory uses, structures and buildings.

Home occupations.

DRAFT

Open Space.

Public facilities.

Public parks and playgrounds.

Outdoor Dining Area, in accordance with 175-118.

Public utilities.

Signs, as set forth in Section 175-106.

Special childcare services.

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

DRAFT

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

RESIDENTIAL:

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

COMMERCIAL:

Automobile garages, excluding where repairs work is only an accessory use, subject to the

requirements of Section 175-110.3 where motor vehicle painting or body work services are

provided.

Automobile Parking Lots, commercial.

Bed and Breakfasts, as set forth in Section 107.3.

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

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

Kennels.

Shopping centers as set forth in Section 175-111.

Tobacco, smoke or vape shop.

INDUSTRIAL:

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

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

ORGANIZATIONAL:

Schools.

MISCELLANEOUS:

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

Conservation areas.

Communication towers, in accordance with Section 175-110.4.

DRAFT

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

Boarding Houses, Clubs and Lodging Houses.

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

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

Parking Structures.

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

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

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

DRAFT

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

175-47 - USES PERMITTED BY RIGHT (C-2)

A. Subject to the standards and requirements set forth in this Chapter, except as prohibited or restricted by separate restrictions of record that may pertain to property within the C-2 District, the following uses of land and buildings are permitted by-right in the C-2 District:

RESIDENTIAL:

Conversion of existing residential and/or commercial structures into buildings with a greater number of dwelling units.

Single-family and two-family dwellings.

COMMERCIAL:

Assembly Halls.

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

Banks, branch banks, and financial institutions.

Barber and beauty shops.

Bed and Breakfasts.

Catering Services.

Department Stores, fifteen thousand (15,000) square feet or less.

Drugstores.

Florist shops/floral designers.

Funeral homes.

Furniture stores.

Grocery stores, fifteen thousand (15,000) square feet or less.

Hardware stores.

Laundries, Laundromats, and dry cleaners.

Motels, hotels, and tourist homes.

Newspaper and other printing establishments.

Personal Services.

Pet Shops, without boarding kennel.

Retail Stores, as defined in Section 175-47.B.

DRAFT

Professional and Business Offices.

Radio and television broadcasting stations, studios or offices.

Recreational Facility, Commercial.

Restaurants, excluding drive-in restaurants.

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

Theatres, Indoor.

Wearing-apparel stores.

INDUSTRIAL:

ORGANIZATIONAL:

Art galleries and museums.

Churches, excluding churches with ground level frontage on E. Main Street.

Public libraries.

MISCELLANEOUS:

Accessory uses, structures and buildings.

Clubs.

Home occupations.

Open space.

Outdoor Dining Area, in accordance with 175-118.

Public event, see Chapter 72 for additional permitting requirements for entertainment festivals.

Public facilities.

DRAFT

Public parks and playgrounds.

Public utilities.

Signs, as set forth in Section 175-106.

Special childcare services.

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

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

DRAFT

§ 175-118 PERFORMANCE STANDARDS FOR OUTDOOR DINING

Outdoor dining areas shall be permitted by-right as an accessory use to any lawful restaurant, cafe, or food establishment in the C-1, C-2, and applicable mixed-use zoning districts, subject to compliance with the following standards:

A. The outdoor seating footprint cannot exceed 50% of the restaurant's indoor dining floor area.

B. Seating must not block building exits, emergency escape routes, or fire equipment.

C. Establishments must follow the Virginia Construction Code requirements. At least one outdoor table must be fully accessible to individuals with disabilities.

D. Operators must use planters, ropes, or removable railings to cleanly separate the dining area from nearby pedestrian or vehicle traffic.

E. Outdoor seating may only operate during the establishment's normal indoor business hours.

F. Amplified music or loudspeakers are prohibited in outdoor spaces unless a separate permit is issued, and all operations must meet Chapter 106 (Noise) limits.

G. Establishments must keep the area clean, free of litter, and provide adequate trash receptacles.

175-~~118~~ **119** – 175-122 - RESERVED

DRAFT

AMENDMENTS FOR AUGUST 10, 2026

AN ORDINANCE AMENDMENT TO DEFINE OUTDOOR DINING AREA IN TOWN CODE §175-3, PERMIT OUTDOOR DINING AS AN ACCESSORY USE IN THE C-1, COMMUNITY BUSINESS DISTRICT & C-2, DOWNTOWN BUSINESS DISTRICT, AND ADD PERFORMANCE STANDARDS UNDER TOWN CODE §175-118.

Amendment to § 175-3 (Definitions)

OUTDOOR DINING AREA — An outdoor space on the same lot as, or contiguous to, a legally established food establishment (such as a restaurant or cafe) used for the consumption of food or beverages. All furniture, umbrellas, and structures must be ~~temporary, unattached, and easily removable at the end of daily business hours~~ secured outside of regular business hours and during an emergency or special events.

DRAFT

175-39 - USE REGULATIONS (C-1)

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

RESIDENTIAL:

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

Caretaker quarters.

COMMERCIAL:

Appliance stores and repair services.

Assembly Halls.

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

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

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

Banks, branch banks, and financial institutions.

Barber and beauty shops.

Car washing.

Catering Services.

Contractor's offices, display rooms and storage.

Commuter parking facilities.

Department Stores.

Drugstores.

Florist shops/floral designers.

Funeral homes.

Furniture stores.

Grocery stores.

Hardware stores.

Laundries, Laundromats and dry cleaners.

Lumber and building supply, with storage under cover.

Machinery sales and service.

Motels, hotels, and tourist homes.

Newspaper and other printing establishments.

DRAFT

Personal Services.

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

Pharmaceutical Center.

Professional and Business Offices.

Radio and television broadcasting stations, studios or offices.

Recreational Facility, Commercial.

Restaurants, including drive-in restaurants.

Special childcare services.

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

Theatres, Indoor.

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

Veterinary hospitals.

Wearing-apparel stores.

INDUSTRIAL:

ORGANIZATIONAL:

Art galleries and museums.

Churches.

Public libraries.

MISCELLANEOUS:

Accessory uses, structures and buildings.

DRAFT

Home occupations.

Open Space.

Public facilities.

Public parks and playgrounds.

Outdoor Dining Area, in accordance with 175-118.

Public utilities.

Signs, as set forth in Section 175-106.

Special childcare services.

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

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

RESIDENTIAL:

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

COMMERCIAL:

Automobile garages, excluding where repairs work is only an accessory use, subject to the

requirements of Section 175-110.3 where motor vehicle painting or body work services are

provided.

DRAFT

Automobile Parking Lots, commercial.

Bed and Breakfasts, as set forth in Section 107.3.

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

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

Kennels.

Shopping centers as set forth in Section 175-111.

Tobacco, smoke or vape shop.

INDUSTRIAL:

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

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

DRAFT

ORGANIZATIONAL:

Schools.

MISCELLANEOUS:

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

Conservation areas.

Communication towers, in accordance with Section 175-110.4.

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

Boarding Houses, Clubs and Lodging Houses.

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

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

Parking Structures.

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

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

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

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

175-47 - USES PERMITTED BY RIGHT (C-2)

A. Subject to the standards and requirements set forth in this Chapter, except as prohibited or restricted by separate restrictions of record that may pertain to property within the C-2 District, the following uses of land and buildings are permitted by-right in the C-2 District:

RESIDENTIAL:

Conversion of existing residential and/or commercial structures into buildings with a greater number of dwelling units.

DRAFT

Single-family and two-family dwellings.

COMMERCIAL:

Assembly Halls.

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

Banks, branch banks, and financial institutions.

Barber and beauty shops.

Bed and Breakfasts.

Catering Services.

Department Stores, fifteen thousand (15,000) square feet or less.

Drugstores.

Florist shops/floral designers.

Funeral homes.

Furniture stores.

Grocery stores, fifteen thousand (15,000) square feet or less.

Hardware stores.

Laundries, Laundromats, and dry cleaners.

Motels, hotels, and tourist homes.

Newspaper and other printing establishments.

Personal Services.

Pet Shops, without boarding kennel.

Retail Stores, as defined in Section 175-47.B.

DRAFT

Professional and Business Offices.

Radio and television broadcasting stations, studios or offices.

Recreational Facility, Commercial.

Restaurants, excluding drive-in restaurants.

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

Theatres, Indoor.

Wearing-apparel stores.

INDUSTRIAL:

ORGANIZATIONAL:

Art galleries and museums.

Churches, excluding churches with ground level frontage on E. Main Street.

Public libraries.

MISCELLANEOUS:

Accessory uses, structures and buildings.

Clubs.

Home occupations.

Open space.

Outdoor Dining Area, in accordance with 175-118.

Public event, see Chapter 72 for additional permitting requirements for entertainment festivals.

Public facilities.

DRAFT

Public parks and playgrounds.

Public utilities.

Signs, as set forth in Section 175-106.

Special childcare services.

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

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

DRAFT

§ 175-118 PERFORMANCE STANDARDS FOR OUTDOOR DINING

Outdoor dining areas shall be permitted by-right as an accessory use to any lawful restaurant, cafe, or food establishment in the C-1, C-2, and applicable mixed-use zoning districts, subject to compliance with the following standards:

A. The outdoor seating footprint cannot exceed 50% of the restaurant's indoor dining floor area.

B. Seating must not block building exits, emergency escape routes, or fire equipment.

C. Establishments must follow the Virginia Construction Code requirements. At least one outdoor table must be fully accessible to individuals with disabilities.

D. Operators must use planters, ropes, or removable railings to cleanly separate the dining area from nearby pedestrian or vehicle traffic.

E. Outdoor seating may only operate during the establishment's normal indoor business hours.

F. Amplified music or loudspeakers are prohibited in outdoor spaces unless a separate permit is issued, and all operations must meet Chapter 106 (Noise) limits.

G. Establishments must keep the area clean, free of litter, and provide adequate trash receptacles.

175-~~118~~ **119** – 175-122 - RESERVED

DRAFT

AN ORDINANCE AMENDMENT TO DEFINE OUTDOOR DINING AREA IN TOWN CODE §175-3, PERMIT OUTDOOR DINING AS AN ACCESSORY USE IN THE C-1, COMMUNITY BUSINESS DISTRICT & C-2, DOWNTOWN BUSINESS DISTRICT, AND ADD PERFORMANCE STANDARDS UNDER TOWN CODE §175-118.

Why the amendment is needed—and how it fits within the Town's existing zoning framework

- Problem
  - The current code generally requires permitted uses to occur within an enclosed building.
- Solution
  - Recognize ordinary outdoor dining as a permitted accessory use with clear, objective standards.
  - The amendment creates a clear exception: compliant outdoor dining may occur outside the principal building.
- Intention
  - Bring an existing business practice into compliance without creating a burdensome approval process.

Primary vs. accessory use

Principal permitted use

The main use of the property, permitted by the underlying zoning district.

Accessory use

A use that is customarily incidental and subordinate to the principal permitted use.

Restaurant

Principal use: restaurant / food establishment.

The restaurant remains the primary use of the property.

Outdoor dining

Accessory use: outdoor dining area.

It supports the restaurant but remains subordinate to it.

The Proposed Definition & Performance Standards

§ 175-3 DEFINITION of OUTDOOR DINING

OUTDOOR DINING AREA — An outdoor space on the same lot as, or contiguous to, a legally established food establishment (such as a restaurant or cafe) used for the consumption of food or beverages. All furniture, umbrellas, and structures must be secured outside of regular business hours and during an emergency or special event

§ 175-118 PERFORMANCE STANDARDS FOR OUTDOOR DINING

- Outdoor dining areas shall be permitted by-right as an accessory use to any lawful restaurant, cafe, or food establishment in the C-1, C-2, and applicable mixed-use zoning districts, subject to compliance with the following standards:
- The outdoor dining area shall not exceed fifty percent (50%) of the restaurant's indoor dining floor area.
- Seating must not block building exits, emergency escape routes, or fire equipment.
- Establishments must follow the Virginia Construction Code requirements.
- Outdoor dining areas shall be located so as not to obstruct pedestrian or vehicular circulation.
- Amplified music or loudspeakers shall not be permitted in an outdoor dining area except as authorized pursuant to Chapter 106.
- Establishments must keep the area clean, free of litter, and provide adequate trash receptacles.

Private property vs. public right-of-way

PRIVATE PROPERTY

Outdoor dining on the same lot as, or contiguous to, the lawful

→ §175-118 applies.

PUBLIC RIGHT-OF-WAY

Outdoor dining in a public right-of-way.

→ Right-of-Way Utilization Permit required.

Private-property process

1. Confirm lawful restaurant / food establishment.
2. Confirm qualifying private-property location.
3. Comply with §175-118.
4. Operate by right.

Public right-of-way process

1. §175-118 does not authorize the right-of-way use.
2. Obtain a Right-of-Way Utilization Permit.
3. Follow the permit conditions.

This ordinance does not give a private business a right to occupy the public right-of-way.

Bottom line for Council

What it does

• Recognizes outdoor dining as a legitimate accessory use.

• Resolves the enclosed-building conflict.

• Allows compliant outdoor dining by right on qualifying private property.

• Provides objective standards staff can administer consistently.

• Brings an existing business practice into the zoning framework.

What it does not do

• It does not make outdoor dining a principal use.

• It does not authorize unlimited outdoor seating.

• It does not waive building-code or noise requirements.

• It does not authorize public-right-of-way use.

• It does not create a special-use-permit process for ordinary private-property outdoor dining.

Amendment to § 175-3 (Definitions)

OUTDOOR DINING AREA — An outdoor space on the same lot as, or contiguous to, a legally established food establishment (such as a restaurant or cafe) used for the consumption of food or beverages. All furniture, umbrellas, and structures must be ~~temporary, unattached, and easily~~
~~removable at the end of daily business hours.secure~~

§ 175-118 PERFORMANCE STANDARDS FOR OUTDOOR DINING

a) Outdoor dining areas shall be permitted by-right as an accessory use to any lawful restaurant, cafe, or food establishment in the C-1, C-2, and applicable mixed-use zoning districts, subject to compliance with the following standards:
b) The outdoor seating footprint cannot exceed 50% of the restaurant's indoor dining floor area.

c) Seating must not block building exits, emergency escape routes, or fire equipment.

d) Establishments must follow the Virginia Construction Code requirements. At least one outdoor table must be fully accessible to individuals with disabilities.

e) Operators must use planters, ropes, or removable railings to cleanly separate the dining area from nearby pedestrian or vehicle traffic.

f) Outdoor seating may only operate during the establishment's normal indoor business hours.

g) Amplified music or loudspeakers are prohibited in outdoor spaces unless a separate permit is issued, and all operations must meet Chapter 106 (Noise) limits.

h) Establishments must keep the area clean, free of litter, and provide adequate trash receptacles.

175-118 119—175-122 - RESERVED

SPECIAL MEETING
REGULAR MEETING TO FOLLOW at 7:00 PM Town Council

Meeting Date: September 28, 2026 Item #: 12.A.

Agenda Item: Town of Front Royal Employee Handbook Update

Summary: Town Council is requested to review and approve the following proposed changes to the Town of Front Royal Employee Handbook:

- Reorder Section 2 and Section 8 for continuity as shown in the Table of Contents section
- Update to Section 3.4 Pay Actions
- Update to Section 5.12 Administrative Leave
- Update to Section 8.7 Driving Policy
- Update to Section 8.8 Take-Home Vehicles

Budget/Funding: N/A

Meetings: September 8, 2026

Proposed Motion: I move that Council Approve the Town of Front Royal Employee Handbook updates, as presented.

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None



TOWN OF FRONT ROYAL

EMPLOYEE HANDBOOK

Adopted - March 11, 2013

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Important! No sections removed; they have been re-ordered for continuity. Updates are highlighted in yellow.

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10 Definitions

This Employee Handbook ("Handbook") is designed to summarize certain personnel policies and benefits of the Town of Front Royal and to acquaint employees with many of the rules concerning employment with the Town. This Handbook applies to all employees, and compliance with the Town's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express, and implied. The Town reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time in its sole and absolute discretion. This Employee Handbook is not a binding contract between the Town and its employees, nor is it intended to alter the at-will employment relationship between the Town and its employees. The Town reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

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3.4 Pay Actions

D. Call Back Pay

Call back refers to situations when a non-exempt employee has worked a full shift earlier that same day and now is off duty and is called to return to work to deliver services required to protect the immediate safety, security and/or wellbeing of the community. All employees are subject to call back to work, outside of or beyond standard working hours, in unusual and/or emergency situations where additional staffing is needed to deliver services. Regular work schedules may change in anticipation of emergency conditions and employees shall be in a call back status only after exceeding the hours worked in a standard workday. Examples of such situations include, but are not limited to, unexpected staff shortages or absence, emergency repairs, snow or other weather-related emergencies, public safety emergencies, staffing emergency shelters and/or similar emergency situations.

~~In call back situations, a non-exempt employee required to report back to work or remain at work beyond his or her regular shift shall be compensated for the specific hours worked over and above standard working hours at one and one-half times his or her regular rate and thirty (30) minutes for travel time at one and one-half times his or her regular rate. Callback pay shall not be available for pre-planned duties such as meetings or presentations, planned activities such as leaf removal, scheduled building checks, or in instances where an employee is required to work beyond his or her scheduled hours to perform normal duties.~~

When a non-exempt employee is required to report back to work beyond their regular shift, the employee will be compensated for the time actually worked outside of their regular working hours, subject to a minimum of one (1) hour. Callback hours will be paid at one and one-half (1.5) times the employee's regular rate of pay.

In addition, the employee will be compensated for one (1) hour of travel time at one and one-half (1.5) times their regular rate of pay.

Callback pay shall not be available for pre-planned duties such as meetings or presentations, planned activities such as leaf removal, scheduled building checks, or in instances where an employee is required to work beyond his or her scheduled hours to perform normal duties.

E. Stand-by Pay

Stand-by pay is time that a designated, non-exempt employee must remain available to report to work during off-duty hours, in accordance with his or her department's operating procedures, but is normally not unduly restricted in his or her freedom to conduct personal business. An employee on stand-by is not required to remain at work or home and is free to engage in personal pursuits, with the understanding that he or she must be available by phone ~~or pager~~ to respond and report to work if necessary.

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1. A non-exempt employee assigned to stand-by shall be compensated as follows for the stand-by pay:

    a. Thirty-five ($35.00) dollars pay for each 24-hour day, Monday through Friday, or regular workday of the employee's assigned regular work schedule.

    b. Sixty ($60.00) dollars pay for each 24-hour period on Saturday, Sunday, or observed holiday.

~~2. If an employee on stand-by pay is called out and required to report to work to handle unexpected issues, he or she shall be compensated for the specific hours worked at one-half times his or her regular rate, regardless of hours worked in the week, and 45 minutes for travel time at one-half times his or her regular rate.~~

   If an employee on stand-by pay is called out and required to report to work to handle unexpected issues, the employee will be compensated for the time actually worked outside of their regular working hours, subject to a minimum of one (1) hour. Callback hours will be paid at one and one-half (1.5) times the employee's regular rate of pay.

   In addition, the employee will be compensated for one (1) hour of travel time at one and one-half (1.5) times their regular rate of pay.

3. Each Town department shall identify the positions subject to stand-by pay and shall establish written operating procedures, subject to review and approval by the Town Manager, for stand-by coverage including a rotation schedule~~,~~ and acceptable response time ~~and application of stand-by pay processes~~.

4. Exempt employees are not eligible for stand-by pay. However, an exempt employee on stand-by who is called out to work may, with the approval of his or her supervisor, use discretion to adjust their regular work schedule following extended periods of such work.

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5.12 Administrative Leave

At the discretion of the Town Manager, an employee may be granted paid time off for a variety of purposes such as employee recognition or reward, visiting other Town offices for work related assistance, counseling, or training, pending the results of official investigations, pending disciplinary action, or other circumstances where the Department Director determines that the employee's absence from work is in the best interest of the Town. Administrative Leave is not paid out upon separation and may not be carried over from one calendar year into another calendar year.

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8.7 Driving and Vehicle Use Policy *Moved from Section 2.8 to Section 8.7*

Effective service to the citizens and efficient use of Town resources requires safe, accident-free operation of the motor vehicles used to perform official duties. This policy establishes the guidelines and procedures that govern vehicle operation, including driving and accident record review, as well as the disciplinary and rehabilitative measures that may be implemented.

This policy applies to all employees, volunteers, interns, temporary employees, and other individuals authorized to operate a Town owned, leased, rented, or personal vehicle while conducting Town business. Nothing contained herein shall be considered a contract between the Town of Front Royal and any of its employees for any specific or general period of time.

These guidelines rely on a three-pronged philosophy of acceptable driving history, driver's training, and on-going accountability for individual actions. The Town's core value of personal responsibility, taking ownership and accepting the consequences of individual actions, is the central component of the guidelines. Human Resources, in conjunction with the individual Department, will ensure that all state and local requirements relevant to requests for information and official driving records are followed including appropriate security of all forms, records and documentation.

A. Driver Standards and Record Reviews

1. Driving Record Reviews for new and current employees ~~include annual review~~ will occur, at a minimum, on an annual basis. Record reviews include for cause review, periodic review, and when an employee applies for or seeks promotion to a position that requires driving a Town vehicle.
2. A minimally acceptable driving record for a new and current employee includes the following components:
    - -4 or fewer demerit points
    - No DWI/DUI convictions within the last three (3) years
    - At least two (2) years of continuously valid licensing immediately prior to hire
    - An overall pattern of safe vehicle operation and driving habits
3. The following conditions are unacceptable and normally prevent an employee from operating a Town vehicle until his or her driving record improves to a minimally acceptable level, or he or she meets otherspecific requirements established by the Town Manager:
    - -5 or more demerit points
    - DWI/DUI conviction within the last three (3) years
    - A license suspended due to driving violations, or accidents, unless the employee has completed three (3) full years with no subsequent moving violations, at-fault accidents, or penalties. A license suspended due to administrative penalties is a concern but would not typically disqualify an employee unless there is evidence of him or her having knowingly driven with a suspended license.

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4. In the situation where a current employee's Driving Record is minimally acceptable but indicates that one additional violation of any kind will place him or her in the unacceptable category, the employee will be notified and required to satisfactorily complete a DMV certified Driver Safety and Awareness Course, also known as the Driver Improvement course. The employee is responsible for any cost incurred to take the course. Failure to complete a certified course within the time period designated in the notice of requirement may result in driving restrictions and/or disciplinary action.

B. Driver Responsibilities

1. Reporting Requirements for drivers of Town vehicles:

a) Employees must immediately report to their supervisor any change in their license status.

b) Employees are required to report to their supervisor as soon as practicable, but not later than their next immediate workday:

- License suspension or revocation
- DWI/DUI charges/conviction
- Reckless driving charges/conviction
- Felony charges/conviction involving vehicle operation
- CDL disqualification

~~2. An employee charged with an on or off-duty DWI/DUI is required to inform his or her supervisor of such charge and is normally prohibited from driving a Town vehicle until a decision regarding the charge is rendered by the Courts; any deviation from this policy of not allowing such employee to drive a Town vehicle until a decision is rendered by the courts must be made by the Town Manager based upon a showing that it is in the Town's best interest and there is no better alternative reasonably available to the Town. Assignment to a non-driving position, if available, is at the discretion of Departmental management. If a non-driving position is not available, the employee may be required to take appropriate leave or be placed on administrative leave without pay pending the outcome of court proceedings. An employee charged with on or off-duty DWI/DUI is also subject to the "Drug and Alcohol Testing" provisions of the Town's Employment Policies and Procedures.~~

3. An employee that drives or is found to have knowingly driven a Town vehicle with a suspended or revoked driver's license is subject to appropriate disciplinary action, up to and including termination from employment. ~~In addition, the employee may be subject to quarterly Driving Record review for a period of one (1) year.~~

4. Disciplinary action, up to and including termination from employment, may be initiated in the event that an employee has an unacceptable driving record and/or loses his or her driver's license or driving privileges. Disciplinary action may also be taken if an employee engages in misconduct

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or demonstrates poor performance relative to operating a Town vehicle as determined by his or her supervisor.

5. Action taken in accordance with the Town's disciplinary policies may be in addition to driving prohibitions implemented by the provisions of this Driving Policy.

6. In unusual situations, Department Directors and the Town Manager may consider an employee's performance and overall employment history prior to implementation of driving restrictions. In some cases, due to significant liability concerns, driving restrictions may be implemented regardless of court actions.

C. Commercial Driver Licenses:

Certain positions shall be required to obtain and maintain a commercial driver's license as a requirement for employment. Non-administrative positions in Public Works not associated with plant operations, non-driving Solid Waste Collection positions, and non- administrative positions in Energy Services shall be required to possess a commercial driver's license. Employees hired prior to March 11, 2013, shall not be required to obtain commercial driver's licenses, but are strongly encouraged to obtain said license to further their career development with the Town. The Town shall reimburse employees for up to two applications for the commercial driver's license, and for renewal expenses, with proper receipt of payment and copy of commercial driver's license received.

1. In compliance with Department of Transportation regulations, all Town employees whose job duties require them to possess a valid Commercial Driver's License must submit to random drug testing. Refer to Section 8.10 *Drug and Alcohol Testing*.

~~Town employees shall not initiate a cellular phone call while they are driving a Town vehicle, unless using "hands free" technology. Employees shall stop the vehicle in a safe location so that the communication is conducted while the vehicle is stopped. The use of "hands free" technology is acceptable as long as it does not interfere with the safe operation of the vehicle. Use of a cellular phone by the driver of a Town vehicle can only be deemed appropriate to protect and promote the health, safety, or wellbeing of the employee, a fellow employee, or a citizen. Employees will follow the stricter of the rules of the Employee Handbook or the laws of the Commonwealth as it relates to the use of cellular devices while driving.~~

D. Vehicle Operation

The following provides general guidelines for the operation of vehicles being used in the conduct of Town business and shall apply to all who operate or may operate motor vehicles owned or leased by the Town, and/or who drive their personal vehicles when conducting Town business.

1. Employees may not drive or operate Town vehicles or equipment without prior approval of their supervisor.
2. Employees approved to drive on Town business are required to inform their supervisor of any

changes that may affect either their legal or physical ability to drive.

3. Employees who drive a Town owned vehicle must exercise due diligence to drive safely, to keep the vehicle reasonably clean, and to maintain the security of the vehicle and its contents.
4. Town owned vehicles shall be used strictly for Town business only. Any personal use of a Town owned vehicle is prohibited, except as permitted in Section 8.8.D.1.
5. A driver shall not permit unauthorized persons to drive or operate a Town vehicle.
6. Non-employees and non-business passengers (i.e., family and friends) are prohibited from riding in Town vehicles.
7. Driving on Town business and/or driving a Town vehicle while under the influence of drugs or alcohol is prohibited.
8. No driver shall operate a Town vehicle when his/her ability to do so safely has been impaired by illness, fatigue, injury, or prescription medication.
9. Drivers shall obey all driving and traffic laws applicable to the operation of their vehicle. Seat belts shall be worn as required by Virginia law.
10. Employees shall comply with all applicable Virginia distracted driving laws. The use of cell phones or other handheld electronic devices while operating a Town vehicle is prohibited except as permitted by law.
11. Employees are responsible for any fines, penalties, or damages resulting from the misuse or negligent operation of Town-owned vehicles or personal vehicles used for Town business.
12. Employees using personal vehicles for Town business shall maintain a valid driver's license, current vehicle registration, and automobile liability insurance meeting Virginia minimum requirements.
13. Employees should refer to Departmental policies for additional vehicle use and driver safety guidelines and/or requirements. This policy and the procedures set forth herein does not prohibit or preclude Department Directors from issuing reasonable standard operating procedures with more stringent requirements, as may be appropriate.

E. Monitoring Technology (GPS/Cameras)

1. Town vehicles and equipment may utilize GPS, telematics, onboard cameras, audio and other monitoring technology. Information may be used for operational, safety, disciplinary, legal, training, payroll, fleet management, and investigative purposes.
2. Employees shall not interfere with or disable the monitoring technology on Town vehicles. Any issues shall be reported immediately to a supervisor.

F. Discipline and Corrective Action

Failure to abide by this Driving and Vehicle Use policy or Department standard operating procedures may result in driving prohibitions or disciplinary action, up to and including termination of employment.

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8.8 Take-Home Vehicles *Moved from Section 4.10.C to Section 8.8*

A. Employees may, upon specific written direction or approval of the Town Manager, be assigned to take home a Town of Front Royal vehicle on a permanent or semi-permanent basis. In general, there is no absolute need for any Town employee to take a town-owned vehicle home every evening. The decision to allow a Town employee to take a public vehicle home shall be based on a determination that allowing or requiring the vehicle to be taken home will be demonstrably beneficial to the delivery of services to the citizens through enhanced productivity or cost savings. The Town Manager shall have the final authority to determine if an employee may take a town-owned vehicle home on a regular basis.

B. The objective of the take home vehicle policy is to ensure that public property, specifically vehicles, is used properly in the public interest and not to the personal advantage of Town employees.

C. Town employees are not authorized to take-home town-owned vehicles except under the following circumstances:

1. The employee is on twenty-four (24) hour call for emergency response where rapid or immediate response time is required.

2. The employee is on stand-by and drives a vehicle specifically equipped to fulfill a departmental mission.

3. A determination has been made by the Department Director, and approved by the Town Manager, that allowing or requiring a vehicle to be taken home will be demonstrably beneficial to the delivery of services to the citizens of Front Royal through enhanced productivity or cost savings.

4. On a case-by-case basis, with Department Director approval, to facilitate attendance at work functions at locations and/or times where it would be more convenient, or more productive, to attend while proceeding to or from home without having to obtain a town-owned vehicle from a central location (e.g., evening meetings, travel out of town, job site inspections). Such approval shall end when the specific reason for taking the vehicle home has passed.

D. The use of a take home vehicle is subject to the following conditions:

1. There shall be no personal use of Town owned vehicles unless such use is incidental and minimal, such as travel to or from lunch ~~or medical appointments~~ or for personal errands on the way to or from work, or during lunch break, if the errand requires only a minor deviation of one (1) mile or less from the normal route traveled. Use of the vehicle is for Town business purposes only; there shall be no hauls or loads that are to the personal advantage of Town employees.

2. Individuals allowed to take home a Town-owned vehicle shall reside with the Town of Front Royal or Warren County unless there is a clear demonstration of the value of allowing the vehicle to be taken out of the Town or County, and such use is approved by the Town Manager. The Department Director must be notified of an address change or if a Town vehicle is expected to be

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garaged/parked at a different location than that of the authorized employees home address as originally approved. The Town may rescind or restrict the use of take-home vehicles at any time.

3. There shall be an annual review of take-home vehicles justified for emergency responses to include the number of times the vehicle was actually used for emergency responses after being taken home.
4. An employee utilizing a take-home vehicle shall be taxed according to prescribed IRS rules and regulations for any compensatory benefits received from the use of a Town owned vehicle.
5. Under no circumstances shall a spouse, dependent or any other person not employed by the Town be permitted to operate a take home vehicle.
6. Unless waived by the Town Manager, take home vehicles shall have decals, markings, and other identifications as prescribed for Town-owned vehicles.
7. Only specifically authorized employees who possess a valid license or permit for the equipment being used shall operate Town owned motor vehicles, utility vehicles and equipment.
8. Employees shall not transport any person other than Town employees in a Town vehicle, except in the course of official business.
9. If an authorized take home vehicle is not operational, employees shall drive either their personal vehicle or an authorized vehicle provided by the Town motor pool or as assigned by the Department Director.
10. Drivers shall know and obey all state and local motor vehicle laws applicable to the operation of their vehicle, including seatbelt usage, and all policies and procedures of the Town while operating a take home vehicle.
11. Employees will not operate their vehicles in such a way as to cause public criticism or nuisance. This includes vehicle parking when not in use.
12. Violations of this policy may result in disciplinary action and could result in the revocation of take-home vehicle privileges.

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SPECIAL MEETING
REGULAR MEETING TO FOLLOW at 7:00 PM Town Council

Meeting Date: September 28, 2026 Item #: 12.B.

Agenda Item: Award of IFB #2-2026 - Townwide Milling & Paving Projects

Summary: Council is requested to authorize the award of IFB #2-2026, Townwide Milling & Paving, to Chemung Contracting Corporation of Mitchells, Virginia.

The Invitation for Bids was advertised on August 5, 2026, and bids were received and opened on August 19, 2026. Five bids were received, with Chemung Contracting Corporation submitting the lowest responsive and responsible bid in the amount of $826,050.00.

The contract will be for an initial one-year term, with the option to renew for up to four additional one-year periods upon mutual agreement of both parties.

Funding for the work is available within the Highway Maintenance - Street Reconstruction budget.

Budget/Funding: Funding budgeted and available in the following account:

4500-47927 Highway Maintenance - Street Reconstruction $826,050.00

Meetings: September 8, 2026

Proposed Motion: I move that the Council authorize the award of IFB #2-2026, Townwide Milling & Paving, to Chemung Contracting Corporation of Mitchells, Virginia, in the amount of $826,050.00, as presented.

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None

Memo

Town of Front Royal Public Works

TO: Michelle Campbell, Manager of Purchasing

FROM: Steve Scheulen, Infrastructure Manager

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

DATE: August 27, 2026

RE: IFB #2-2026 Milling and Paving Services

Public Works has approved bid results for the 2026 IFB- Milling and Paving Services. Staff requests to move forward with award to Chemung Contracting for annual street paving projects.

Funding is covered under 4500-7927 Street Reconstruction.

Steve Scheulen, Infrastructure Manager

Steve Scheulen

Robert Boyer, Director of Public Works

Robert B. Boyer

Town of Front Royal, VA

BID TABULATION

IFB #2-2026 Milling & Paving Services

BID DUE DATE and TIME: 8/19/2026 @ 3 PM

			Chemung Contracting Mitchells, VA		Arthur Construction Dulles, VA		Superior Paving Gainesville, VA		W-L Construction Stephenson, VA		Finley Asphalt & Concrete Manassas, VA	
Description	**QTY**	**UOM**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
SM-9.5A FINISH ASPHALT	4500	t in place	$103.00	$463,500.00	$115.00	$517,500.00	$110.00	$495,000.00	$119.50	$537,750.00	$133.44	$600,480.00
SM-12.5A	1000	t in place	$98.00	$98,000.00	$115.00	$115,000.00	$105.50	$105,500.00	$128.00	$128,000.00	$133.44	$133,440.00
BM-25.0 BASE ASPHALT	500	t in place	$105.00	$52,500.00	$110.00	$55,000.00	$93.00	$46,500.00	$124.40	$62,200.00	$169.54	$84,770.00
FULL DEPTH MILLING (UP TO 2”)	45000	SY	$2.50	$112,500.00	$1.85	$83,250.00	$2.85	$128,250.00	$4.65	$209,250.00	$3.00	$135,000.00
DEEP MILLING (UP TO 12”)	500	SY	$10.50	$5,250.00	$9.00	$4,500.00	$10.75	$5,375.00	$47.25	$23,625.00	$10.00	$5,000.00
EDGE MILLING	2000	LF	$6.00	$12,000.00	$2.00	$4,000.00	$4.50	$9,000.00	$5.90	$11,800.00	$6.00	$12,000.00
MOBILIZATION	5	EA	$6,300.00	$31,500.00	$3,565.20	$17,826.00	$5,750.00	$28,750.00	$4,000.00	$20,000.00	$10,000.00	$50,000.00
4" WHITE AND YELLOW STREET LINE PAINTING	5000	LF	$3.90	$19,500.00	$1.30	$6,500.00	$4.95	$24,750.00	$2.40	$12,000.00	$4.49	$22,450.00
12" THERMAL APPLICATION	1000	LF	$8.60	$8,600.00	$7.50	$7,500.00	$12.50	$12,500.00	$9.00	$9,000.00	$9.89	$9,890.00
24" THERMAL APPLICATION	100	LF	$32.00	$3,200.00	$16.00	$1,600.00	$45.00	$4,500.00	$21.00	$2,100.00	$36.80	$3,680.00
THERMAL APPLICATION TURN ARROWS	5	EA	$750.00	$3,750.00	$250.00	$1,250.00	$1,200.00	$6,000.00	$275.00	$1,375.00	$862.50	$4,312.50
THERMAL APPLICATION COMBO ARRORS	5	EA	$750.00	$3,750.00	$425.00	$2,125.00	$1,200.00	$6,000.00	$550.00	$2,750.00	$862.50	$4,312.50
STONE 21B	300	t in place	$40.00	$12,000.00	$45.00	$13,500.00	$60.00	$18,000.00	$62.00	$18,600.00	$60.00	$18,000.00
		TOTAL BID PRICE	**$826,050.00**		$829,551.00		**$890,125.00**		$1,038,450.00		$1,083,335.00	

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

Prepared By: Michelle Campbell, VCA, VCO

BID FORM – THIS PAGE MUST BE COMPLETED

IFB MILLING & PAVING SERVICES

Description	Estimated Qty.	UOM	Unit Price	Extended Price
SM-9.5A FINISH ASPHALT	4,500	TON IN PLACE	$ 103.00	$ 463,500.00
SM-12.5A	1,000	TON IN PLACE	$ 98.00	$ 98,000.00
BM-25.0 BASE ASPHALT	500	TON IN PLACE	$ 105.00	$ 52,500.00
FULL DEPTH MILLING (UP TO 2")	45,000	SQUARE YARD	$ 2.50	$ 112,500.00
DEEP MILLING (UP TO 12")	500	SQUARE YARD	$ 10.50	$ 5,250.00
EDGE MILLING	2,000	LINEAR FOOT	$ 6.00	$ 12,000.00
MOBILIZATION	5	EACH	$ 6,300.00	$ 31,500.00
4" WHITE AND YELLOW STREET LINE PAINTING	5,000	LINEAR FOOT	$ 3.90	$ 19,500.00
12" THERMAL APPLICATION	1,000	LINEAR FOOT	$ 8.60	$ 8,600.00
24" THERMAL APPLICATION	100	LINEAR FOOT	$ 32.00	$ 3,200.00
THERMAL APPLICATION TURN ARROWS	5	EACH	$ 750.00	$ 3,750.00
THERMAL APPLICATION COMBO ARROWS	5	EACH	$ 750.00	$ 3,750.00
STONE 21B	300	TON IN PLACE	$ 40.00	$ 12,000.00
GRAND TOTAL				$ 826,050.00

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

No. 1 Date 8/11/26 No.____ Date_____ No.____ Date _____

In compliance with this Bid Invitation and subject to all conditions, the undersigned offers and agrees, if this bid is accepted within 90 calendar days from the date of opening, to furnish any and all the items upon which the prices are quoted, at the price set opposite each item, delivered at the points as specified and as scheduled.

The Bidder certifies that he has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated this Bid for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with The Town of Front Royal.

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

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

VENDOR Chemung Contracting Corp.

SIGNATURE William Myers

PRINT NAME William Myers

TITLE Regional Project Manager

eVA Vendor ID C2383

DATE 8/19/26

Telephone 540-829-7203

E-mail bmyers@dalholding.com

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

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

LEGAL NAME & ADDRESS OF FIRM:

CHEMUNG CONTRACTING CORP.
P.O. Box 12, 10496 Quarry Dr.
Mitchells, VA 22729

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

Printed Name: William Myers

Title: Regional Proj Mgr

Date: 8/19/24

Phone: 540-829-7203

Email: bmyers@dalholding.com

Fax: 540-829-5593

In compliance with this IFB, and subject to all the conditions thereof, the signatory offers, if this bid is accepted within thirty (30) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The above signature certifies the bidder has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named above.

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

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

1. **Qualification**: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **Vendor's Primary Contact:**
   Name: Billy Myers Phone: 540-829-7203
   Email: bmyers@dalholding.com

3. **Years in Business**: Indicate the length of time you have been in business providing this type of good or service:
   124 Years _____ Months

4. Indicate below a listing of three (3) references for like jobs the Contractor has performed for a municipal government in Virginia immediately preceding this bid, including a contact person, address, and phone number.

A.

Company: Town of Warrenton	Contact: Michael Wharton
Phone: 540-714-9234	Email: mwharton@warrentonva.gov
Date of Service: 2026	$ Value: 1,295,000.00

B.

Company: Town of Culpeper	Contact: Anthony Schoch
Phone: 540-219-1548	Email: Aschoch@culpeperva.gov
Date of Service: 2026	$ Value: 512,400.00

C.

Company: Town of Orange	Contact: Larry Bond
Phone: 540-718-7672	Email: l.bond@townoforangeva.org
Date of Service: 2026	$ Value: 395,000.00

I certify the accuracy of this information.

Signed: Billy Myers Title: Regional Project Manager Date: 8/19/26

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

NON-COLLUSION AFFIDAVIT

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

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

Dated this 19th day of AUGUST, 2026

CHEMUNG CONTRACTING CORP.
(Name of Organization)

REGIONAL PROJECT MANAGER
(Title of Person Signing)

(Signatur e)

ACKNOWLEDGEMENT

STATE OF Virginia

COUNTY OF Culpeper

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

Subscribed and sworn to me this 19th day of August, 2026

Lauren M. Riner
Notary Public Signature

My Commission Expires: 02/28/2030
#7017530

LAUREN MICHELLE RINER
Notary Public
Commonwealth of Virginia
Registration No. 7017530
My Commission Expires Feb 28, 2030

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

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

State Corporation Commission Form

Virginia State Corporation Commission (SCC) Registration Information

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

* ☒ is a corporation or other business entity with the following SCC identification number: 20250122129490

-OR-

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

-OR-

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

-OR-

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

I certify the accuracy of this information.

Signed: [signature] Title: Regional Project Manager

Date: 3/19/26

TOWN OF FRONT ROYAL

ADDENDUM NO. 1

August 11, 2026

TO ALL POTENTIAL BIDDERS

Reference: IFB 2-2026 Milling & Paving

The following revisions, additions, and clarifications are hereby made part of the Contract Documents and Technical Specifications for the above-referenced project and shall be taken into account in the preparation of all bids and the execution of all Work. Bidders shall acknowledge receipt by signing this Addendum in the appropriate space below.

REVISIONS

AD1-1 This Addendum responds to questions received and provides clarifications and revisions to the Contract Documents.

Q1. Will an asphalt adjustment be paid based on the VDOT index at the time of placement?

Response: *Yes. Asphalt adjustment will be paid based on the VDOT index in effect at the time of placement.*

Q2. For the 21-B Stone item, is this intended for shoulder stone? If it is intended for base repairs, should excavation be included in this item?

Response: *The stone is intended for base repair, if needed. In the past, areas have required deep milling and the addition of stone prior to asphalt placement.*

Q3. Can SM-9.5AL or SM-12.5AL (limestone mix) be used?

Response: *Yes. Limestone mix may be used on secondary streets.*

Q4. Is the BM-25.0A item intended for patching, or will it be used for new road base?

Response: *BM-25.0A will be used for patching, such as in areas where water lines are upgraded.*

Q5. Does the Town have a list of roads that will be paved?

Response: *Initially, a small portion of John Marshall Highway and a section of Williams Street are anticipated to be paved. Future streets are expected to include Royal Avenue, 12th Street, 13th Street, Cherry Street, Luray Avenue, and Virginia Avenue. The timing of this work will be affected by the completion of other utility and curb projects.*

Q6. Will the Town supply any utility risers that are needed?

Response: *Yes. The Town will provide any required utility risers at the time of paving and will assist with installation.*

Q7. The 24-inch thermoplastic item has a quantity of zero. Should bidders provide a price for this item or leave it blank?

Response: *Bidders shall provide a unit price for the 24-inch thermoplastic item. The estimated quantity has been revised to 100 linear feet. A revised Bid Form reflecting this quantity is attached to this Addendum.*

END OF ADDENDUM NO. 1 ISSUED: August 11, 2026

CHEMUNG CONTRACTING Corp.
Name of Firm

Regional Project Manager
Signature/Title

William Myers
Printed Name

8/19/26
Date

Thank you,

Michelle Campbell
Purchasing Manager

BID BOND

BOND NO. N/A

Chemung Contracting Corporation of 10496 Quarry Drive, Mitchells, Virginia 22729 (the "Bidder" on an Invitation to Bid, also hereafter known as "Principal") and Travelers Casualty and Surety Company of America Company, a Connecticut Corporation ("Surety"), are bound to the TOWN OF FRONT ROYAL, VIRGINIA, a Municipal Corporation, in the County of Warren, State of Virginia ("Obligee") in the amount of $ Five Percent of Attached Bid DOLLARS ($ (5%)) money of the United States for payment of which sum to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by this document.

The Principal is submitting with this Bond its bid to the Obligee on a proposed contract with the Obligee for improvements known as TOWNWIDE MILLING AND PAVING PROJECTS in Front Royal, Virginia

The condition of this obligation is that if the aforementioned Principal shall not withdraw the bid within the period specified thereafter the opening of it, or if no period be specified within sixty (60) days after the opening, and shall within the period specified for that, or if no period be specified within sixty (60) days after the prescribed forms are presented to the Principal for signature enter into a written contract with the Town of Front Royal, Virginia, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of that contract and for the faithful payment of the Principal's subcontractors, employees, agents, and suppliers of materials; or in the event of the withdrawal of the bid within the period specified, or the failure to enter into the contract and give those bonds within the time specified, if the Principal shall pay the Town of Front Royal the difference between the amount specified in the bid and the amount for which the Town may procure the required work and/or supplies if the latter amount be in excess of the former, then the above obligation shall be void, otherwise to remain in full force.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals on the dates indicated below. The name and corporate seal of each corporate party being affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Chemung Contracting Corporation
PRINCIPAL
Corporation
Corporation/Partnership

BY: _____

Its: William J. Myers, Assitant Secretary
(Title)

DATE: 08 /19 /2026

BOND NO. N/A

STATE OF Virginia
CITY/COUNTY OF Culpeper, TO-WIT:

I, Lauren M. Riner, a Notary Public in and for the State of Virginia At Large, do hereby certify that William J. Myers, whose name is signed as Assistant Secretary on behalf of Chemung Contracting Corporation, to the foregoing Bid Bond bearing the date of the 19th day of August, 2026, has this day personally appeared and acknowledged the same before me in my State and in the City/County aforesaid.

Given under my hand this 19th day of August, 2026.

My commission expires on the 28th day of February, 2030.

Lauren M. Riner
Notary Public
#7017530

LAUREN MICHELLE RINER
Notary Public
Commonwealth of Virginia
Registration No. 7017530
My Commission Expires Feb 28, 2030

SURETY:

Travelers Casualty and Surety Company of America
A Connecticut company authorized, Licensed, and approved to conduct insurance Bonding business within the Commonwealth of Virginia.

BY: _____
Its Attorney-in-Fact Kayley Klinkel

DATE: 08 / 19 / 2026

STATE OF New York
CITY/COUNTY OF Albany, TO-WIT:

I, Yendrica Nunez Espinal, a Notary Public in and for the State of New York At Large, do hereby certify that Kayley Klinkel, whose name is signed as Attorney-in-Fact on behalf of Travelers Casualty and Surety Company of America, to the foregoing Bid Bond bearing the date of the 19th day of August, 2026, has this day personally appeared and acknowledged the same before me in my State and in the City/County aforesaid.

Given under my hand this 19th day of August, 2026.

My commission expires on the 26th day of November, 2029.

_____
Notary Public

Yendrica Nunez Espinal
Notary Public, State of New York
Qualified in Albany County
No. 01NU0044164
Commission Expires 11/26/2029

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2025

CAPITAL STOCK $ 6,460,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	$ 5,600,841,058	LOSSES	$ 1,735,139,597
STOCKS	117,961,887	LOSS ADJUSTMENT EXPENSES	175,170,609
CASH AND INVESTED CASH	107,398,185	COMMISSIONS	65,061,380
OTHER INVESTED ASSETS	10,607,862	OTHER EXPENSES	72,968,024
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	12,318,369	TAXES, LICENSES AND FEES	15,442,211
INVESTMENT INCOME DUE AND ACCRUED	51,295,419	CURRENT FEDERAL AND FOREIGN INCOME TAXES	7,061,861
PREMIUM BALANCES	354,898,997	UNEARNED PREMIUMS	1,749,236,242
REINSURANCE RECOVERABLE	50,418,933	ADVANCE PREMIUM	4,095,228
NET DEFERRED TAX ASSET	85,064,699	POLICYHOLDER DIVIDENDS	31,470,690
UNDISTRIBUTED PAYMENTS	14,917,791	CEDED REINSURANCE NET PREMIUMS PAYABLE	44,765,710
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	2,299,856	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	15,640,946
OTHER ASSETS	349,353	REMITTANCES AND ITEMS NOT ALLOCATED	5,777,183
		PROVISION FOR REINSURANCE	12,100,593
		PAYABLE TO PARENTS, SUBSIDIARIES AND AFFILIATES	90,391,293
		PAYABLE FOR SECURITIES LENDING	12,318,369
		OTHER ACCRUED EXPENSES AND LIABILITIES	842,673
		TOTAL LIABILITIES	$ 4,037,482,608
		CAPITAL STOCK	$ 6,460,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,930,606,041
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,370,869,801
TOTAL ASSETS	$ 6,408,372,409	TOTAL LIABILITIES & SURPLUS	$ 6,408,372,409

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

PETER GAMER, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT – CORPORATE FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2025.

Peter Gamer

VICE PRESIDENT – CORPORATE FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
16TH DAY OF MARCH, 2026

NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027

SUSAN M. WEISSLEDER NOTARY PUBLIC CONNECTICUT

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Kayley Klinkel** of **LATHAM**, **New York**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024.**

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **19th** day of **August**, **2026**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Commonwealth of Virginia
State Corporation Commission

VIRGINIA.GOV

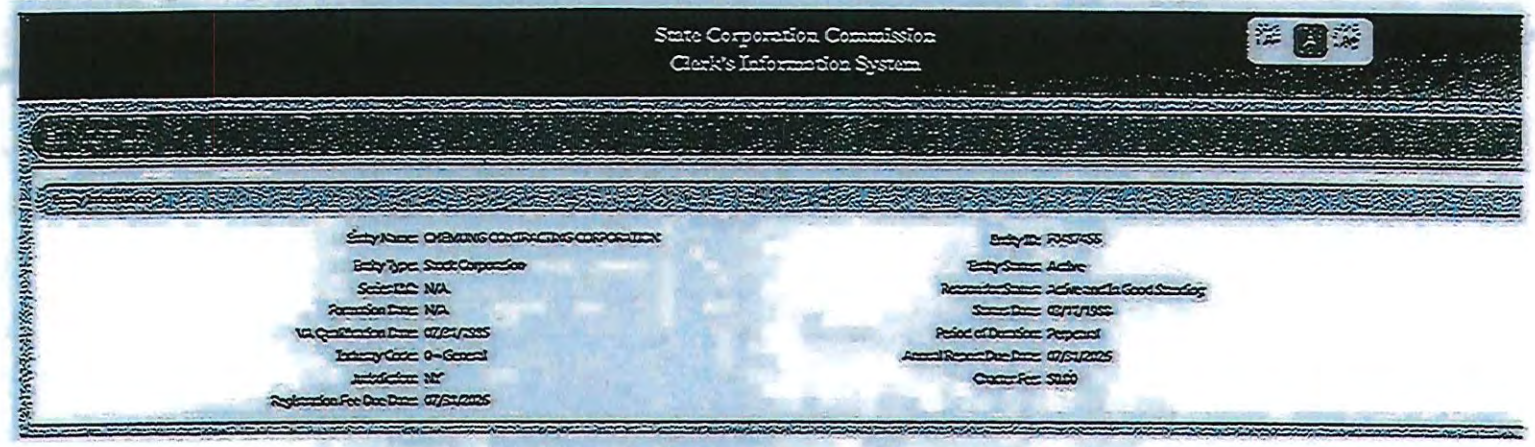
CIS0440022 NAME SEARCH CORP 03/23/11 17:03:55 PAGE: 1

SEARCH NAME: CHERNANDASSOCIATESINCORPXX
GO TO PAGE:

DIRECTION: F

	CORP-ID	CORPORATION NAME	STATUS/DATE
[redacted]			
2:	0209463-9	CHERVAC, INC.	PURGED 12/31/90
3:	0162407-8	CHEM VALLEY MACHINE INC.	ACTIVE 04/19/05
4:	0109166-2	CHEMRAY CORPORATION	PURGED 03/31/10
5:	0109617-4	CHERWOOD COMPANY, THE	PURGED 12/31/05
6:	0490060-6	CHEMAB IMPORTS INC.	PURGED 09/30/04
7:	0514039-0	CHEM AND ASSOCIATES, INC., THE	PURGED 06/30/06

(Enter Id/Corp_Name_Search)


State Corporation Commission
Clerk's Information System

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

EXPIRES ON
10-31-2027

NUMBER
2701026859

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS: CBC ELE H/H HVA PLB RBC

CHEMUNG CONTRACTING CORP
10496 QUARRY DR
PO BOX 12
MITCHELLS, VA 22729

DPOR

Status can be verified at http://www.dpor.virginia.gov

VOID VOID VOID

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

DPOR COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS: CBC ELE H/H HVA PLB RBC
NUMBER: 2701026859 EXPIRES: 10-31-2027

CHEMUNG CONTRACTING CORP
10496 QUARRY DR
PO BOX 12
MITCHELLS, VA 22729

Status can be verified at http://www.dpor.virginia.gov

VOID VOID VOID

DPOR-PC (02/2017)

SPECIAL MEETING
REGULAR MEETING TO FOLLOW at 7:00 PM Town Council

Meeting Date: September 28, 2026 Item #: 12.C.

Agenda Item: IFB #7-2026 Curb and Gutter Installation Services

Summary: Council is requested to authorize the award of IFB #7-2026, Curb & Gutter Installation contract, to Arthur Construction
Company, Inc., in the amount of $149,943.00.

Arthur Construction Company, Inc. submitted the lowest responsive and responsible bid for the work. The contract will be for an initial one-year term, with the option to renew for up to four additional one-year periods upon mutual agreement of both parties.

Budget/Funding: Funding has been encumbered and is available within the following line items:

4500-R47909	Highway Maintenance - New Sidewalk	$74,971.5
4500-R47941	Highway Maintenance - Concrete (New Curb & Gutter)	$74,971.5
	Total	**149,943.00**

Meetings: September 8, 2026

Proposed Motion: I move that the Council authorize the award of IFB #7-2026, Curb & Gutter Installation, to Arthur Construction Company, Inc., in the amount of $149,943.00.

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None

Memo

Town of Front Royal Public Works

TO: **Michelle Campbell, Manager of Purchasing**

FROM: **Steve Scheulen, Infrastructure Manager**

CC: **BJ Wilson, Assistant Town Manager/Director of Finance**

DATE: **August 27, 2026**

RE: **IFB 8-2026 Curb & Gutter Installation**

Public Works reviewed all bid results for the 2026 Curb & Gutter Bid. Arthur Construction was deemed lowest responsive bidder. Public Works has worked with Arthur on previous projects.

Staff requests to move forward with award. Funding will be covered under 4500-R7909 and 4500-R7941.

Steve Scheulen, Infrastructure Manager

Steve Scheulen

Robert Boyer, Director of Public Works

Robert B. Boyer

Town of Front Royal, VA

BID TABULATION

IFB #8-2026 Curb & Gutter Installation

BID DUE DATE and TIME: 8/11/2026 @ 2 PM

			Turner Construction Group, Inc.		Arthur Construction Co., Inc.		Ashburn Contrating Corp.		Finely Asphalt & Sealing LLC		Imperio Construction LLC		M&F Concrete, Inc.	
Description	**UOM**	**QTY**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
Installation of CG-6 Curb & Gutter	LF	1189	$38.00	$45,182.00	$50.00	$59,450.00	$80.00	$95,120.00	$69.58	$82,730.62	$49.00	$58,261.00	$69.00	$82,041.00
Installation of CG-9 Aprons	SF	394	$30.00	$11,820.00	$15.00	$5,910.00	$30.00	$11,820.00	$19.69	$7,757.86	$29.00	$11,426.00	$28.00	$11,032.00
Installation of Sidewalk	SF	217	$13.50	$2,929.50	$10.00	$2,170.00	$20.00	$4,340.00	$15.66	$3,398.22	$89.00	$19,313.00	$21.00	$4,557.00
Installation of Asphalt Driveway	SF	132	$14.50	$1,914.00	$8.00	$1,056.00	$20.00	$2,640.00	$94.70	$12,500.40	$29.00	$3,828.00	$19.00	$2,508.00
Installation of CG-7 Curb & Gutter	LF	663	$37.50	$24,862.50	$50.00	$33,150.00	$80.00	$53,040.00	$69.58	$46,131.54	$49.00	$32,487.00	$61.00	$40,443.00
Removal of Existing Curb & Gutter	LF	45	$52.00	$2,340.00	$35.00	$1,575.00	$25.00	$1,125.00	$10.00	$450.00	$24.97	$1,123.65	$28.00	$1,260.00
Removal of Existing Concrete Driveway	SF	315	$28.15	$8,867.25	$5.00	$1,575.00	$5.00	$1,575.00	$5.00	$1,575.00	$9.77	$3,077.55	$9.00	$2,835.00
Removal of Existing Concrete Driveway	SF	489	$28.00	$13,692.00	$5.00	$2,445.00	$5.00	$2,445.00	$6.00	$2,934.00	$9.77	$4,777.53	$9.00	$4,401.00
Removal of Existing Sidewalk	SF	48	$18.00	$864.00	$5.00	$240.00	$15.00	$720.00	$4.00	$192.00	$9.77	$468.96	$94.00	$4,512.00
Stone #21-B	Ton	60	$45.00	$2,700.00	$50.00	$3,000.00	$125.00	$7,500.00	$60.00	$3,600.00	$59.77	$3,586.20	$150.00	$9,000.00
Concrete Steps, including demolition	CF	30	$850.00	$25,500.00	$250.00	$7,500.00	$250.00	$7,500.00	$149.06	$4,471.80	$97.00	$2,910.00	$670.00	$20,100.00
Concrete Flume	SF	25	$48.00	$1,200.00	$20.00	$500.00	$50.00	$1,250.00	$17.25	$431.25	$24.97	$624.25	$130.00	$3,250.00
Road Restoration	SF	2,862	$15.50	$44,361.00	$6.00	$17,172.00	$20.00	$57,240.00	$12.68	$36,290.16	$9.77	$27,961.74	$28.00	$80,136.00
Roof/Sump Drain Connection through Face of Curb	EA	15	$220.00	$3,300.00	$50.00	$750.00	$1,000.00	$15,000.00	$862.50	$12,937.50	$499.77	$7,496.55	$650.00	$9,750.00
Sign Relocation	EA	2	$278.00	$556.00	$75.00	$150.00	$500.00	$1,000.00	$575.00	$1,150.00	$299.77	$599.54	$750.00	$1,500.00
Mailbox Relocation	EA	20	$134.00	$2,680.00	$125.00	$2,500.00	$75.00	$1,500.00	$300.00	$6,000.00	$99.77	$1,995.40	$650.00	$13,000.00
Topsoil	CY	48	$68.50	$3,288.00	$125.00	$6,000.00	$225.00	$10,800.00	$100.00	$4,800.00	$59.77	$2,868.96	$90.00	$4,320.00
Permanent Seeding	LB	120	$25.00	$3,000.00	$25.00	$3,000.00	$40.00	$4,800.00	$23.00	$2,760.00	$14.97	$1,796.40	$15.00	$1,800.00
EC-3 Blanket Matting	SY	180	$72.00	$12,960.00	$10.00	$1,800.00	$10.00	$1,800.00	$6.00	$1,080.00	$14.97	$2,694.60	$15.00	$2,700.00
	TOTAL BID PRICE		**$212,016.25**		**$149,943.00**		**$281,215.00**		**$231,190.35**		**$187,296.33**		**$299,145.00**	

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

Prepared By: Michelle Campbell, VCA, VCO

INVITATION FOR BID FORM

Town of Front Royal Purchasing Department

Title: IFB #8-026 Curb & Gutter Installation
Due prior to 2:00 P.M. Local Prevailing Time, Tuesday, August 11, 2026

ITEM DESCRIPTION	UOM	QTY	Unit Price	Extended Price
Installation of CG-6 Curb & Gutter	LF	1189	$50.00	$59,450.00
Installation of CG-9 Aprons	SF	394	$15.00	$ 5,910.00
Installation of Sidewalk	SF	217	$10.00	$ 2,170.00
Installation of Asphalt Driveway	SF	132	$ 8.00	$ 1,056.00
Installation of CG-7 Curb & Gutter	LF	663	$50.00	$ 33,150.00
Removal of Existing Curb & Gutter	LF	45	$35.00	$ 1,575.00
Removal of Existing Concrete Driveway	SF	315	$ 5.00	$ 1,575.00
Removal of Existing Concrete Driveway	SF	489	$ 5.00	$ 2,445.00
Removal of Existing Sidewalk	SF	48	$ 5.00	$ 240.00
Stone #21-B	Ton	60	$50.00	$ 3,000.00
Concrete Steps, including demolition	CF	30	$250.00	$ 7,500.00
Concrete Flume	SF	25	$ 20.00	$ 500.00
Road Restoration	SF	2,862	$ 6.00	$17,172.00
Roof/Sump Drain Connection through Face of Curb	EA	15	$ 50.00	$ 750.00
Sign Relocation	EA	2	$ 75.00	$ 150.00
Mailbox Relocation	EA	20	$125.00	$2,500.00
Topsoil	CY	48	$125.00	$ 6,000.00
Permanent Seeding	LB	120	$ 25.00	$ 3,000.00
EC-3 Blanket Matting	SY	180	$ 10.00	$ 1,800.00
Total Bid Price				$149,943.00

The Town of Front Royal reserves the right to reject any or all quotations submitted; to waive informalities; to purchase any part of the whole of the items listed unless otherwise stated on this form by the Vendor; to award the bid as deemed to be in the best interest of the Town; and to negotiate with the lowest responsive and responsible bidder in order to stay within available funding.

Quotes must be signed by someone who has the authority to bind the individual or company.

VENDOR Arthur Construction Co., Inc.

SIGNATURE

PRINT NAME Mr. Joe Araujo

TITLE	Vice President
DATE	August 10, 2026
TELEPHONE	(703) 995 1155

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

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

LEGAL NAME & ADDRESS OF FIRM:

Arthur Construction Co., Inc.

23691 Overland Drive

Dulles. Virginia 20166

By: _____

Company's Legal Name Authorized Representative - Signature in Ink

Printed Name: Mr. Joe Araujo

Title: Vice President

Date: August 10, 2026

Phone: (703) 996 1155

Email: joearaujo@arthurconst.com

Fax: (703) 996 1151

In compliance with this IFB, and subject to all the conditions thereof, the signatory offers, if this bid is accepted within thirty (30) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The above signature certifies the bidder has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named above.

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

1. **Qualification**: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **Vendor's Primary Contact:**
   Name: Mr. Joe Araujo Phone: (703) 996 1155
   Email: joearaujo@arthurconst.com

3. **Years in Business**: Indicate the length of time you have been in business providing this type of good or service:
   43 Years _____ Months

4. Indicate below a listing of three (3) references for like jobs the Contractor has performed for a municipal government in Virginia immediately preceding this bid, including a contact person, address, and phone number.

A.

Company: Town of Leesburg	Contact: Renee LaFollette
Phone: (703) 737 6071	Email: riafolette@leesburgva.gov
Date of Service: 2025 - 2026	$ Value: $ 2,000,000.00

B.

Company: Town of Purcellviille	Contact: Dale E/ Lehnig
Phone: (540) 751 2327	Email: dlehnig@purcellvilleva.gov
Date of Service: 2025-2026	$ Value: $1,750,000.00

C.

Company: VDOT	Contact: Mr. Gegham
Phone:	Email: gegham.sahakyan@vdot.gov
Date of Service: 2026	$ Value: $ 3,250,000.00

I certify the accuracy of this information.

Signed: _____ Title: Vice President Date: August 10, 2026

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

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

State Corporation Commission Form

Virginia State Corporation Commission (SCC) Registration Information

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

☒ is a corporation or other business entity with the following SCC identification number: 0291598-1

-OR-

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

-OR-

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

-OR-

○ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel to this form.

○ **NOTE:** Check this circle if you have not completed any of the foregoing options but currently have pending before the SCC and application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. (The Town of Front Royal reserves the right to determine in its sole discretion whether to allow such waiver).

I certify the accuracy of this information.

Signed: _____ Title: Vice President

Date: August 10, 2026

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

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 10 day of August 10, 2026, 2026

Arthur Construction Co., Inc.

(Name of Organization)

Vice President

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF VIRGINIA

COUNTY OF LOUDOUN

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

Subscribed and sworn to me this 10 day of AUGUST, 2026

Notary Public Signature

My Commission Expires: July 31, 2027

(SEAL)

CARLOS R SILVA
NOTARY PUBLIC
REG. # 7095734
MY COMMISSION EXPIRES
07/31/2027
COMMONWEALTH OF VIRGINIA

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That Arthur Construction Co., Inc. _____, the Contractor ("Principal") whose address for delivery of 'Notices' is located at 23691 Overland Drive, Dulles, VA 20166 and West Bend Insurance Company ("Surety"), whose address for delivery of 'Notices' is located at 1900 S 18th Ave, West Bend, WI 53095 are held and firmly bound to the TOWN OF FRONT ROYAL, VIRGINIA, a Municipal Corporation, in the County of Warren, State of Virginia, the Owner ("Obligee") in the amount of five percent (5%) of the Amount (Total Base Bid plus all Additive Bid Items) Bid by Principal for the payment whereof, Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for construction known as *CURB AND GUTTER INSTALLATION* in Front Royal, Virginia.

NOW THEREFORE, the conditions of this obligation are as follows. This Bid Bond shall guarantee that the Principal shall not withdraw the bid during the period of ninety (90) days following the opening of bids; that if his bid is accepted, Principal will enter into a formal contract with the Owner in accordance with the Contract Between Owner and Contractor, included as a part of the Invitation for Bid document; that Principal will submit a properly executed and authorized Standard Performance Bond and Standard Labor and Material Payment Bond on the forms included in the Invitation for Bid document; and that in the event of the withdrawal of said bid within said period, or failure to enter into said contract and five said bonds within ten (10) days after Principal has received notice of acceptance of his bid, Principal and Surety shall be jointly and severally liable to the Owner for the difference between the amount specified in such bid and such larger amount for which the Owner may contract with another party to perform the work cover by said bid, up to the amount of the bid guarantee. This amount represents the damage to the Owner of account of the default of the bidder in any particular thereof.

The Surety represents to the Principal and to the Obligee that it is legally authorized to do business in the Commonwealth of Virginia.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the dates indicated below. The name and corporate seal of each corporate party being affixed, and these presents duly signed by its undersigned representative pursuant to authority of it governing body.

Signed and sealed this 11th day of August, 2026

Arthur Construction Co., Inc., 23691 Overland Drive, Dulles, VA 20166 **(SEAL)**

Contractor/Principal

Witness

By: _____

Typed Name: Joe Araujo

Title: Vice President

West Bend Insurance Company, 1900 S 18th Ave, West Bend, WI 53095 **(SEAL)**

Surety

By: _____

Attorney-in-Fact

Typed Name: Shannon Haislmaier

AFFIDAVIT AND ACKNOWLDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH OF VIRGINIA

COUNTY OF WARREN

TO-WIT: I, the undersigned Notary Public, do hereby certify that Shannon Haislmaier _____, whose name is signed to the foregoing bid bond in the amount of five percent (5%) of the Total Bid Amount and which names the Town of Front Royal, as Obligee, personally appeared before me today in the above jurisdiction and made oath that he/she is the attorney-in fact of West Bend Insurance Company, a WI _____ corporation which is the Surety in the foregoing bond, that he/she is duly authorized to execute on the above Surety's behalf the foregoing bond pursuant to the Power of Attorney noted above and attached hereto, and on behalf of the Surety, he/she acknowledged the foregoing bond before me as the above Surety's act and deed.
He/she has further certified that his/her Power of Attorney has not been revoked.
Given under my hand this 10 day of AUGUST, 2026.

_____

Notary Public

My name (printed) is: CARLOS SILVA

My registration number is: 7095734

My commission expires: July 31, 2027

(SEAL)

CARLOS R SILVA
NOTARY PUBLIC
REG. # 7095734
MY COMMISSION EXPIRES
07/31/2027
COMMONWEALTH OF VIRGINIA

WEST BEND®

Bond No. 2682454

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Shannon Haislmaier

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars ($30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WI

Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JULI BENEDUM NOTARY PUBLIC STATE OF WISCONSIN

Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 11th day of August, 2026.

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WI

Christopher C. Zwygart
Christopher C. Zwygart
Secretary

While a bond(s) is active, a bonded principal is a member of West Bend Mutual Holding Company. Please visit https://www.thesilverlining.com/annual-meeting for details regarding the annual membership meeting and your voting rights.

SPECIAL MEETING
REGULAR MEETING TO FOLLOW at 7:00 PM Town Council

Meeting Date: September 28, 2026 Item #: 12.D.

Agenda Item: Award of IFB #5-2026 – Glycerin

Summary: Council is requested to authorize the award of IFB #5-2026 for the supply and delivery of glycerin for the Town's Wastewater Treatment Plant to **Suffolk Sales & Service Corporation**, at a unit price of **$3.65 per gallon**.

The Town received three bids in response to the solicitation. Following review of the bids and clarification of product specifications and supporting documentation, Suffolk Sales & Service Corporation was determined to be the **lowest responsive and responsible bidder**.

The contract will be for an initial one-year term with the option of four additional one-year renewal periods upon mutual written agreement. The Town estimates annual usage of approximately **52,000 gallons; however, quantities are estimates only and no minimum purchase is guaranteed.**

Budget/Funding: 9801-45406 – Wastewater Treatment Plant – Chemicals

Meetings: September 8, 2026

Proposed Motion: I move that the Council authorize the award of IFB #5-2026, Supply and Delivery of Glycerin for the Town's Wastewater Treatment Plant, to Suffolk Sales & Service Corporation, at a unit price of $3.65 per gallon.

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None

Town of Front Royal, VA

BID TABULATION

IFB #5-2026 High Purity Glycerin

BID DUE DATE & TME: 8/25/2026 @ 10 AM

Description	Qty	UOM	Polytec, Inc. Unit Price	Suffolk Sales & Service Corp. Unit Price	Environmental Operating Solutions Inc. Unit Price
High Purity Glycerin Supply & Delivery Estimated 52,000 gallons annually	1	GAL	$2.92	$3.65	$4.24

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

Prepared By: Michelle Campbell, VCA, VCO

Attachment A – Bid Form

BID FORM

Town of Front Royal Purchasing Department
Title: IFB# 5-2026 High Purity Glycerin

Bidder Information

Company Name: Suffolk Sales and Service Corporation

Mailing Address: 1881 Governors Pointe Drive Suite A City, State, Zip: Suffolk, VA 23436

Remittance Address: PO Box 6140 City, State, Zip: Suffolk, VA 23433

Contact Person: Jeff Moran

Telephone: 804-205-0313

Email: moranj@suffolksales.com Website: https://www.suffolksales.com

SCC Registration Number: 3409695 Federal Tax ID (optional): 54-1508918

Pricing Schedule

Estimated Annual Quantity	Unit Price per Gallon	Total Extended Price	Manufacturer	Product Name	Country of Origin	Delivery Commitment (Days)
52,000	$3.65 Gal	$189,800	Vaport	Liquid Glycerin 50-95%	U.S.A	5 days

The unit price shall include all labor, materials, freight, fuel, delivery, unloading, overhead, profit, fees, and incidental costs. No additional charges shall be permitted.

Bidder Certification

The undersigned certifies that the Bid is made without collusion or fraud; the Bidder has examined the solicitation and addenda; agrees to furnish the product in accordance with the specifications; is authorized to bind the company; and the Bid shall remain valid for ninety (90) calendar days.

Acknowledgment of Addenda

Addendum No. NA Date NA Addendum No. NA Date NA Addendum No. NA Date NA

Authorized Signature: Stacy Moran

Printed Name: Stacy Moran

Title: Vice President

Company: Suffolk Sales and Service Corporation

Date: 8-11-26

Attachment B – SCC Form

State Corporation Commission Form

Virginia State Corporation Commission (SCC) Registration Information. The Bidder:

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

☑ is a corporation or other business entity with the following SCC identification number: 3409695 **-OR-**

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

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

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

☐ **NOTE:** Check this circle if you have not completed any of the foregoing options but currently have pending before the SCC and application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. (The Town of Front Royal reserves the right to determine in its sole discretion whether to allow such waiver).

I certify the accuracy of this information.

Signed: Stacy Moran Title: Vice President

Date: 8-11-26

Attachment C – References Form

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

1. **Qualification**: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **Vendor's Primary Contact:**
   Name: Jeff Moran Phone: 804-205-0313
   Stacy Moran 757-238-8740

3. **Years in Business**: Indicate the length of time you have been in business providing this type of good or service:
   10 + Years _____ Months

4. Indicate below a listing of three (3) references for like jobs the Bidder has performed for a municipal government in Virginia immediately preceding this bid, including contact person, address, and phone number.

   A. Utility/Agency: Henrico County
   Contact Name: James Grandstaff
   Title:
   Email: gra@henrico.gov
   Phone: 804-380-9191

   B. Utility/Agency: New Kent County
   Contact Name: Mike Lang
   Title:
   Email: cmlang@newkent-va.us
   Phone: 804-966-9625

   C. Utility/Agency: Augusta Water
   Contact Name: Jennifer White
   Title: Office Tech
   Email: jwhite@augustawater.com
   Phone: 540-490-2419

References shall be for customers currently using the product proposed under this solicitation.

I certify the accuracy of this information.

Signed: Stacy Moran Title: Vice President Date: 8-11-26

Attachment D – Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this ___ day of _____, 2026.

Suffolk Sales And Service Corporation
(Name of Organization)

Vice President
(Title of Person Signing)

Stacy Moran
(Signature)

ACKNOWLEDGEMENT

STATE OF Virginia

COUNTY OF Suffolk

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

Subscribed and sworn to me this 21 day of August, 2026.

Notary Public Signature

My Commission Expires: 05-31-2029 (SEAL)

ASHLEY CRUZ
NOTARY PUBLIC
REGISTRATION # 00347290
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 05/31/2029

Attachment E – Conflict of Interest Certification

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

Dated this 21st day of August, 2026.

Suffolk Sales and Service Corporation
(Name of Organization)

Vice President
(Title of Person Signing)

Stacy McCrae
(Signature)

ACKNOWLEDGEMENT

STATE OF Virginia

COUNTY OF Suffolk

Before me, a Notary Public member, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.
Subscribed and sworn to me this 21 day of August, 2026.

Notary Public Signature
My Commission Expires: (SEAL)

ASHLEY CRUZ
NOTARY PUBLIC
REGISTRATION # 00347290
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 05/31/2029

Attachment F – Legal Name and Address Form

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

Legal Business Name: Suffolk Sales and Service Corporation

Trade Name / DBA: Suffolk Sales and Service Corporation

Physical Address: 1881 Governors Pointe Drive Suite A Suffolk, VA 23436

Mailing Address: PO Box 6140 Suffolk, VA 23433

FEIN: 54-1508918

SCC Number: 3409695

By: Stacy Moran
Company's Legal Name Authorized Representative - Signature in Ink

Printed Name: Stacy Moran

Title: Vice President

Date: 8-11-26

Phone: 757-238-8740

Email: morans@suffolksales.com

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

SUFFOLK SALES AND SERVICE
INDUSTRIAL CHEMICALS SINCE 1939

Suffolk Sales & Service Corp. is pleased to submit pricing for the Town of Front Royal glycerin-based supplemental carbon bid.

Our pricing is based on current market conditions, current raw material availability, transportation costs, and known production economics as of the bid date. The glycerin and supplemental carbon market remains subject to significant volatility due to biodiesel production rates, feedstock costs, federal 45Z tax credit uncertainty, transportation costs, and overall supply availability.

Suffolk will make every reasonable effort to hold the submitted pricing and provide reliable supply throughout the contract term. However, in the event of material changes in raw material cost, supply availability, freight, fuel, regulatory programs, or federal tax-credit treatment that materially affect the cost of glycerin-based supplemental carbon, Suffolk reserves the right to request a price adjustment in accordance with any applicable provisions of the bid documents and contract.

Suffolk maintains regional supply capability and has experience supplying wastewater treatment facilities with supplemental carbon products. Our goal is to provide the Town of Front Royal with a reliable, competitive, and responsive supply option while maintaining transparency regarding market conditions that may affect long-term pricing.

Sincerely,

Jeff Moran

Email
Customerservice@suffolksales.com

Phone
1-800-628-5185

Address
P.O. Box 6140 Suffolk, VA 23433

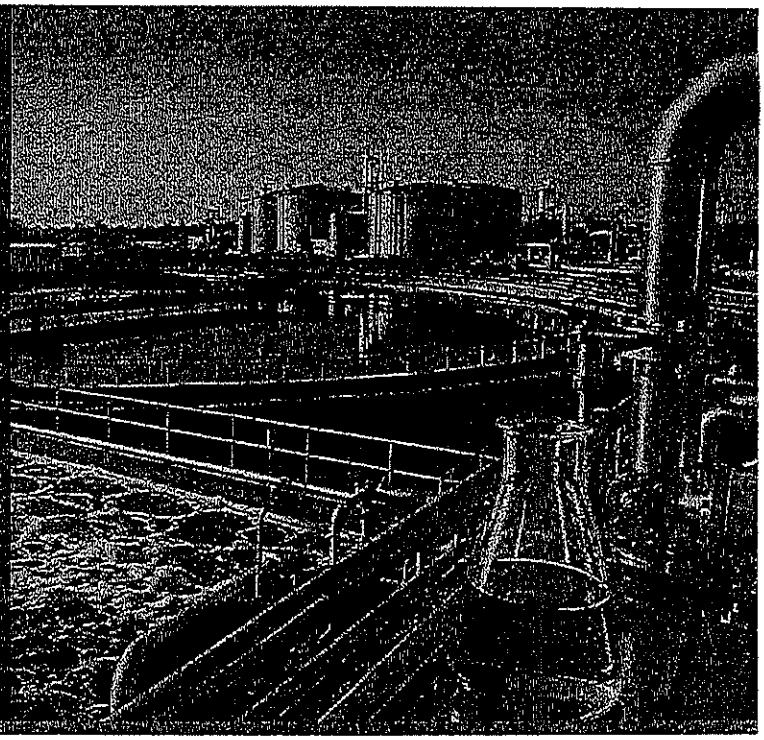
SUFFOLK SALES AND SERVICE
INDUSTRIAL CHEMICALS SINCE 1919

SUPPLEMENTAL ORGANIC CARBON

BIOCARB DN

Consistency engineered into every load.

A renewable, glycerin-based carbon source formulated for **denitrification** and biological support when influent BOD is limited.



WHY FURTHER PROCESSING MATTERS

Biodiesel-derived glycerin can vary as feedstocks and plant operating conditions change. Crude glycerin may contain methanol, fatty acids, soaps, salts and other nonglycerin material.

Appearance alone does not define carbon-source quality.
A product can appear clean while still varying in methanol, free fatty acids, dissolved material and available carbon strength. Reliable wastewater performance requires defined chemical specifications and consistent COD from load to load.

PRODUCT PROFILE

FORM	Liquid organic carbon
BASIS	70% glycerin-based
COD	>1,000,000 mg/L
SPECIFIC GRAVITY	1.15-1.29 @ 25°C
METHANOL	< 1%
FREE FATTY ACIDS	< 0.5%

WHY BIOCARB DN IS DIFFERENT

Biocarb DN is **further conditioned, clarified and stabilized before release.** Each load is supplied to defined chemical and carbon-strength specifications - providing quality control beyond appearance alone.

- **More predictable dosing**
  Defined minimum COD supports feed-rate planning.
- **Consistent carbon strength**
  Less exposure to upstream feedstock changes.
- **Controlled residuals**
  Methanol < 1% and free fatty acids (FFA) < 0.5%.
- **Released to specification**
  Chemical performance, not appearance alone.

APPLICATIONS

- Nitrate removal / denitrification
- Low-BOD biological support
- Startup and intermittent-load support
- Municipal and industrial wastewater

Technical note: Values shown are product specifications or typical values. Final feed rates should be established through plant-specific evaluation and adjusted to actual nitrate load, process configuration and operating conditions. Consult the current specification sheet and SDS.

Choose a carbon source defined by performance and specification.

For product data, feed-rate review, sampling or bulk-delivery information:

Sales & Technical Support
757-238-8740 • customerservice@suffolksales.com

SUFFOLK SALES AND SERVICE CORPORATION
www.suffolksales.com • 1-800-628-5185

SUFFOLK SALES AND SERVICE
INDUSTRIAL CHEMICALS SINCE 1939

Safety Data Sheet (SDS): **Glycerin 50-95%** **Revision Date 2/2/2026**

Section 1 : Product Identification

- Product Identifier: Glycerin / BIOCARB DN
- Company Identification : Suffolk Sales & Service Corporation CHEMTREC 800-424-9300
  Office 800-628-5185
  www.suffolksales.com
- Use: Intermediate / Supplemental Carbon Source

Section 2 : Hazard(s) Identification

- GHS Classification: Not considered hazardous per OSHA standard 29 CFR 1910.1200.

  P501 Dispose of contents/containers to comply with local, state, and federal regulations

- Other Hazards not Contributing to the Classification: None
- Unknown Acute Toxicity: Not applicable

Section 3 : Composition/Information on Ingredients

CAS #	CHEMICAL NAME	WEIGHT (%)	EINECS #
56-81-5	Glycerin	50-95%	200-289-5
67-56-1	Methanol	<0.1%	200-659-6
124-41-4	Ash	3-7%	NA
67762-38-3	Fatty Acid	<1.0%	263-130-9
7732-18-5	Water	< 45%	215-185-5

Synonyms 1,2,3-propanetriol, glycol alcohol, glycerol triol, aliphatic alcohol

Formula C3H8O3

Molecular Weight 92.09 g/mol

EC-No. 200-289-5

GHS Classification of Substance in accordance to Regulation (EC) No. 1272/2008 (CLP/GHS):

Not a hazardous substance or mixture.

Section 4 : First-Aid Measures

IF INHALED: Remove the victim to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical aid.

IF SKIN CONTACT: Wash immediately with at least 15 minutes of water while removing clothing and shoes.

UPON EYE CONTACT: Flush eyes with plenty of water for at least 15 minutes, occasionally lifting the upper and lower lids. Get medical aid immediately.

AFTER INGESTION: If victim is conscious and alert, give 2-4 cupfuls of milk or water. Never give anything by mouth to an unconscious person. Give medical aid immediately. Induce vomiting by giving one teaspoon of Syrup of Ipecac.

Most Important Symptoms Upon Exposure

AFTER INHALATION: May cause respiratory irritation. May cause effects similar to those of ingestion.

AFTER SKIN CONTACT: May cause irritation.

AFTER EYE CONTACT: Produces irritation, chacterized by a burning sensation, redness, tearing, inflammation, and possible corneal injury. Vapors may cause eye irritation. May cause painful sensitization to light.

AFTER INGESTION: Nausea. Vomiting.

MAY APPEAR LATER: Prolonged or repeated skin contact may cause dermatitis.

ON CONTINUOUS/REPEATED EXPOSURE/CONTACT: Chronic inhalation and ingestion may cause effects similar to those of acute inhalation and ingestion.

Indication of any immediate medical attention and special treatment needed: Effects may be delayed. Ethanol may inhibit metabolism.

Section 5 : Fire-Fighting Measures

Extinguishing Media: Preferably, alcohol resistant foam. Water spray. BC Powder. Carbon dioxide

Unsuitable Extinguishing Media: Solid water jet ineffective as extinguishing media.

Special Hazards Arising from the Substance: This product is not a flammable liquid per the OSHA Hazard communication standard, but will ignite and burn at temperatures exceeding the flash point. Spontaneous combustion may occur under high temperature, closed conditions if the material is absorbed in various fiber matrices and oxygen is present (i.e. oily rags). For additional fire related information, see NFPA 30.

Advice to Firefighters:

- Wear self-contained breathing apparatus for fire fighting.
- Cool tanks/drums with water spray/remove them into safety. Do not remove the load if exposed to heat. Take into account fire-fighting water. Use water moderately and if possible collect or contain it.
- Water spray and foam (AFFF/ATC) must be applied carefully to avoid frothing and from as far a distance as possible.
- Keep run-off water out of sewers and water sources.

NFPA: Health 1 Flammability 1 Instability 0 Special Hazards NA

Section 6 : Accidental Release Measures

Personal Precautions: Keep public away. Isolate and evacuate area. Shut off source if safe to do so. ALL CONTAMINATED SURFACES WILL BE SLIPPERY.

Protective Equipment: Use proper personal protective equipment as indicated in Section 8.

Emergency Procedures: Advise authorities and National Response Center (800-424-8802) if the product has entered a water source or sewer. Notify local health and pollution control agencies if appropriate.

Environmental Precautions: Prevent soil and water pollution. Prevent spreading into sewers.

Methods and Materials for containment: Absorb liquid with inert material (i.e. dry sand or earth), then place into a chemical waste container. Remove all sources of ignition. Provide ventilation. A vapor suppressing foam may be used to reduce vapors. Water spray may reduce vapor but may not prevent ignition in closed spaces. Clean contaminated surface thoroughly.

Reference to Other Sections

Section 8 (ppe) and Section 13 (disposal)

Section 7 : Handling and Storage

Precautions for Safe Handling:

Comply with all legal requirements. Wash thoroughly after handling. Use only in a well-ventilated area. Avoid prolonged and repeated skin contact. Ground and bond containers when transferring material. Empty containers retain product residue (liquid and vapor) and can be dangerous. Keep container tightly closed. Avoid contact with heat, sparks, and flames. Avoid ingestion and inhalation. Do not

pressurize, cut, weld, braze, solder, drill, grind, or expose empty containers to heat, sparks or open flame.

Hygiene Measures:

Do not eat, drink, or smoke when using this product. Wash hands and other exposed areas with mild soap and water before eating, drinking, or smoking and when leaving work. Wash contaminated clothing before reuse.

Storage Conditions:

Keep away from heat, sparks, and flame. Store in properly closed containers that are appropriately labeled and in a cool, ventilated area away from incompatible substances, heat and sources of ignition. Keep containers dry and tightly closed to avoid moisture absorption and contamination.

Incompatible Materials: Strong oxidizing agents.

Section 8 : Exposure Controls/Personal Protection

Control Parameters - Glycerin

USA ACGIH TLV	NA
USA ACGIH STEL	NA
USA OSHA PEL	5 mg/m3 TWA respirable fraction
USA OSHA PEL	15 mg/m3 TWA, total particulate

American Conference of Governmental Industrial Hygienists

Threshold Limit Value

Short-Term Exposure Limit

Occupational Safety and Health Administration Permissible Exposure Limit

Milligrams per cubic meter of air

Time-Weighted Average (8 hour)

Engineering Controls

Emergency eye wash stations and safety showers should be available in the immediate area of any potential exposure. Keep concentrations well below lower explosive limits (LEL). Local or general exhaust required when using at elevated temperatures that generate vapors or mists.

Personal Protective Equipment

Eye protection: Wear appropriate protective eyeglasses or chemical splash goggles as described by OSHA 1910.133 or European Standard EN166.

Hand and Skin protection: Gloves and clothing of neoprene, nitrile or PVA to prevent skin contact. Glove suitability is based on workplace condition and usage. Contact glove manufacturer for specific glove selection and breakthrough times.

Respiratory Protection: NIOSH or European Standard EN 149 approved respirator with appropriate canisters (or greater APF supplied-air) if aerosol or mist formation and if above exposure limit; in high vapor concentration or fire-fighting self-contained respirator

Section 9 : Physical and Chemical Properties

Appearance: liquid, clear to amber

Odor: mild grainy

Odor threshold: no available data

Solubility: miscible with water

Vapor Density: 3.17 (Air = 1.0)

pH: apparent 5.9 – 8.3

% Volatiles by weight 1

Boiling Point: > 288 degrees C / range > 550 degrees C

Melting Point: 18-20 degrees C

Vapor Pressure: < 1 mm Hg at 25 degrees C

Evaporation Rate: no available data

LEL / UEL : no available data

Flash Point: ≥ 199 degrees C

BTU: 8700

ASH: 7%

Autoignition Temperature: > 260 degrees C

Section 10 : Stability and Reactivity

Reactivity: The product is non-reactive under normal conditions.

Chemical Stability: The material is stable at 70 degrees F, 760 mm Hg pressure

Possibility of hazardous reactions: None under normal processing

Conditions to Avoid: Direct sunlight, high temperature, incompatible materials, open flame, sparks, overheating

Incompatible Materials: Strong oxidizers.

Hazardous Decomposition Products: None known.

Hazardous Polymerization: Has not been reported

Section 11 : Toxicological Information

Acute Toxicity: **Not expected to be acutely toxic. No long-term effects known.**

LD 50 oral	>10,000 mg/kg (1187-2769 mg/kg body weight rabbit)
LD50 dermal	>10,000 mg/kg (rabbit)
LC50 inhalation rat (mg/m3) I hr	➢ 570 mg/m3

Skin corrosion/irritation: Prolonged and repeated contact may cause defatting and drying of the skin and may lead to irritation and/or dermatitis

Serious eye damage/irritation: Produces little or no irritation on direct contact

Respiratory or skin sensitization: Excessive inhalation of mist may result in respiratory irritation. Overheating may produce vapors which may cause respiratory irritation, dizziness and nausea.

Germ cell mutagenicity: None known

Carcinogenicity: Not listed

Reproductivity toxicity: None known

Specific target organ toxicity (single exposure): Not classified

Specific target organ toxicity (repeated exposure): Not classified

Aspiration hazard: Not classified

Section 12 : Ecological Information (non-mandatory)

Section 13 : Disposal Considerations (non-mandatory)

Dispose of in a manner consistent with federal, state, and local regulations.

Section 14 : Transport Information (non-mandatory)

Section 15 : Regulatory Information (non-mandatory)

Section 16: Other Information

The information above is believed to be accurate and represents the best information currently available to us. However, we make no warranty of merchantability or any other warranty, express or implied, with respect to such information, and we assume no liability resulting from its use. Users should make their own investigations to determine the suitability of the information for their particular purposes.

In no way shall Suffolk Sales & Service Corporation be liable for any claims, losses, or damages of any third party or for lost profits or any special, indirect, incidental, consequential or exemplary damages, howsoever arising, even if Glycerin Traders has been advised of the possibility of such damages.

VAPORT INC.

CERTIFICATE OF ANALYSIS

SELLER : Suffolk Sales & Service P.O. Box 6140 Suffolk, VA 23433-0140	BUYER : Town of Front Royal
SHIPPER : Vaport, Inc 1510 Columbus Avenue Portsmouth, VA 23704	SHIPPED TO :
ORDER NO:	DATE SHIPPED : / SHIPPED VIA :
PRODUCT : Biocarb 70%	
QUANTITY : T/W	
LOT NO. : 07076A Date of Manufacture: 7/7/2026	

TEST	ANALYSIS	
Color(Gardner)	12	
pH	5.2	
Spec. Grav.	1.22	
COD (mg/L)	>1,000,000	
% Gly	70.7%	
% MeOH	<0.05%	
Ash/Debris	nil	

HCA

Memo

Town of Front Royal Public Works

TO: Michelle Campbell

FROM: Robbie Hodges, Wastewater Manager

CC: Robbie Boyer, Public Works Director

DATE: September 2, 2026

RE: Glycerin Bid Recommendation

We're requesting council to authorize an award of the Glycerin Bid to Suffolk Sales. We have consistently used this supplier in the past with good results. Glycerin is used as Food for the Bacteria and Aids in Nutrient Removal needed to Meet VPDES Permit Limits.

Feel free to reach out to me with any Questions.

Thanks,

Robbie Hodges

SPECIAL MEETING
REGULAR MEETING TO FOLLOW at 7:00 PM Town Council

Meeting Date: September 28, 2026 Item #: 12.E.

Agenda Item: FY27 Budget Amendment and Award of Prospect Street Bridge Replacement Project

Summary: Council is requested to approve an FY27 Budget Amendment in the amount of **$479,548.00** to appropriate funding from the Virginia Department of Transportation (VDOT) Revenue Sharing Program for the Prospect Street Bridge Replacement Project and to authorize the award of the construction contract to **WG Construction Company, Inc.**, the lowest responsive and responsible bidder, in the amount of **$959,096.00**.

On July 30, 2026, the Purchasing Department conducted a public bid opening for the Prospect Street Bridge Replacement Project, receiving three bids through competitive sealed bidding. Terra Constructs submitted the apparent lowest bid; however, following review of the bid package, the bid was determined to be nonresponsive. **WG Construction Company, Inc. was subsequently determined to be the lowest responsive and responsible bidder.**

Mattern & Craig, Inc., the Town's project engineer, reviewed WG Construction's bid package, contractor qualifications, and references and recommends award of the contract to WG Construction Company, Inc. in the amount of **$959,096.00**. Mattern & Craig also noted its successful experience with WG Construction on the Town's 8th Street Bridge Replacement Project in 2025 and verified that the contractor maintains a Virginia Class A Contractor license.

Budget/Funding:

	Account	Description	Amount
Revenue	4500-3410206	Street Fund Revenue Reimbursement	$479,548.00
Expenditure	4500-47926	Highway Maintenance – Bridge Repairs	$479,548.00

Upon approval of the FY27 Budget Amendment, funding for the construction contract will be available as follows:

Account	Description	Amount
4500-47926	Highway Maintenance – Bridge Repairs – VDOT Revenue Sharing	$479,548.00

4500-R47926	Highway Maintenance – Bridge Repairs – Town Funds Carried Forward	$479,548.00
	Total Project Funding	**$959,096.00**

Meetings: September 8, 2026

Proposed Motion: I move that the Council approve an FY27 Budget Amendment in the amount of $479,548.00 to appropriate funding from the Virginia Department of Transportation (VDOT) Revenue Sharing Program for the Prospect Street Bridge Replacement Project, and authorize the award of the construction contract to WG Construction Company, Inc., in the amount of $959,096.00.

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None

Randy W. Beckner
Bradley C. Craig
Wm. Thomas Austin
James B. Voso
Chad M. Thomas
Jason A. Carder
Brian R. Newman
D. Jason Snapp
Ryan P. Kincer

Mattern & Craig
ENGINEERS • SURVEYORS

Edwin K. Mattern, Jr. (1949-1982)
J. Wayne Craig (1940-2024)
Gene R. Cress (1935-2014)
Sam H. McGhee, III (1940-2018)
Stewart W. Hubbell (Retired)
Michael S. Agee (Retired)
Steven A. Campbell (Retired)
Randy L. Dodson (Retired)

September 1, 2026

Mr. Robert Boyer
Director of Public Works
PO Box 1560
800 Crosby Rd- Extended
Front Royal VA, 22630

RE: 4731A – East Prospect Street Superstructure Replacement

Dear Mr. Boyer:

Bids were received on the above referenced project on July 30, 2026. A copy of the bid tabulation summary is attached. Terra Constructs, from Front Royal, Virginia, was the apparent low bidder. After further review of the bid package, it was found that a significant amount of information was not submitted and the bid package was deemed unresponsive by the Town of Front Royal. It is our understanding that the Town has contacted Terra Constructs to inform them of the unresponsive bid. WG Construction Co. Inc., from Manassa, Virginia was the apparent next low bidder with a total price of $959,096.00.

Mattern & Craig has most recently worked with WG Construction and the Town on the 8th Street Bridge Replacement Project in 2025. The project was completed successfully, and we understand the Town was pleased with the work performed by WG Construction. We have also verified that they have maintained their licensure as a Class A Contractor in the Commonwealth of Virginia.

Based upon our review of the bid package and the information provided by the references, Mattern & Craig would recommend award of a contract to WG Construction Co. Inc., for the amount of $959,096.00 for the East Prospect Street Superstructure Replacement Project. Our firm can prepare the Notice of Award and Agreement once you are ready to proceed.

Sincerely,

Chad M. Thomas, P.E.
Project Manager

CMT/kes
Enclosures: As noted

701 1st St. S.W. • Roanoke, VA 24016
(540) 345-9342 • Fax (540) 345-7691
www.matternandcraig.com

Town of Front Royal, VA

BID TABULATION

IFB #4-2026 Prospect Street Bridge Replacement

BID OPENING DATE: Thursday, July 30,2026

BID OPENING TIME: 2:00 PM

	Terra Constructs Front Royal, VA	WG Construction Co., Inc. Manaassas, VA	Sagres Construction Alexandria, VA
Description	**Total Bid Price**	**Total Bid Price**	**Total Bid Price**
Prospect St. Bridge Replacement	**$ 884,241.98**	**$ 959,096.00**	**$ 1,149,134.30**

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

Apparent Low Bidder: Terra Constructs

Prepared By: Michelle Campbell, VCA

BID FORM FOR CONSTRUCTION CONTRACT

EAST PROSPECT STREET SUPERSTRUCTURE REPLACEMENT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: Town of Front Royal, ATTN: Michelle Campbell, Purchasing Manager, PO Box 1560, Front Royal VA 22630

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

VDOT Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
513SD20-0001	MOBILIZATION	LS	1	$ 76,000.00	$ 76,000.00
517SD20-0001	CONSTRUCTION SURVEY	LS	1	$ 22,800.00	$ 22,800.00
301SD20-0002	CLEARING AND GRUBBING	ACRE	0.02	$ 250,000.00	$ 5,000.00
303SD20-0029	SILTATION CONTROL EXCAVATION	CY	53	$ 70.00	$ 3,710.00
303SD20-0030	INLET PROTECTION TYPE A	EA	1	$ 1,500.00	$ 1,500.00
303SD20-0034	TEMP. SILT FENCE TYPE A	LF	225	$ 14.00	$ 3,150.00
309SD20-0010	AGGR. BASE MATL. TY. I NO. 21B	TON	149	$ 160.00	$ 23,840.00
315SD20-0008	ASPHALT CONC.TY. SM-9.5D	TON	44	$ 450.00	$ 19,800.00
315SD20-0010	ASPHALT CONCRETE BM-25.0A	TON	111	$ 280.00	$ 31,080.00

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315SD20-0104	SAW-CUT ASPHALT CONCRETE SAW-CUT ASPHALT CONCRETE FULL DEPTH	LF	125	$ 50.00	$ 6,250.00
401SD20-0001	STRUCTURE EXCAVATION	CY	8	$ 700.00	$ 5,600.00
401SD20-0002	SELECT BACKFILL (ABUTMENT ZONE)	TON	42	$ 125.00	$ 5,250.00
404SD20-0009	BRIDGE DECK GROOVING	SY	121	$ 70.00	$ 8,470.00
404SD20-0010	COVER DEPTH SURVEY	SY	121	$ 40.00	$ 4,840.00
404SD20-0017	CONC. CL. A4 MOD. LOW SHRINK.	CY	32	$ 4,200.00	$ 134,400.00
404SD20-0021	CONCRETE CLASS A3	CY	6.9	$ 6,900.00	$ 47,610.00
405SD20-0004	PRESTR. CONC. SLAB TYPE A 3' X 15" X (+25'-30')	EA	2	$ 20,000.00	$ 40,000.00
405SD20-0004	PRESTR. CONC. SLAB TYPE B 3' X 15" X (+25'-30')	EA	2	$ 20,000.00	$ 40,000.00
405SD20-0004	PRESTR. CONC. SLAB TYPE C 3' X 15" X (+25'-30')	EA	2	$ 20,000.00	$ 40,000.00
405SD20-0004	PRESTR. CONC. SLAB TYPE D 3' X 15" X (+25'-30')	EA	2	$ 20,000.00	$ 40,000.00
406SD20-0003	CORROSION RESISTANT REINF.STEEL CL. I	LB	9810	$ 5.00	$ 49,050.00
410SD20-0054	RAILING, 31" MGS	LF	112	$ 271.00	$ 30,352.00
412SX20-0010	NS REMOVE AND REINSTALL STONE MASONRY	CF	8	$ 1,245.00	$ 9,960.00
412SX20-0011	NS REPOINT STONE MASONRY	SF	175	$ 89.00	$ 15,575.00
413SX20-0002	NS DISM.& REM. PORTIONS OF EXIST. STR. NO. 8002	LS	1	$ 137,000.00	$ 137,000.00
504SD20-0002	CG-12 DETECTABLE WARNING SURFACE	SY	7	$ 890.00	$ 6,230.00
505SD20-0014	RADIAL GUARDRAIL GR-MGS1	LF	78	$ 170.00	$ 13,260.00
505SD20-0017	GUARDRAIL TERMINAL GR-MGS2 - TL-2	EA	4	$ 9,300.00	$ 37,200.00
505SD20-0039	GUARDRAIL TER. SITE PREPARATION	EA	4	$ 600.00	$ 2,400.00
505SD20-0073	REMOVE EXISTING GUARDRAIL	LF	54	$ 120.00	$ 6,480.00
508SD20-0004	DEMO. OF PAVEMENT FLEXIBLE	SY	35.6	$ 180.00	$ 6,408.00
511SD20-0001	ALLAYING DUST	HR	150	$ 60.00	$ 9,000.00
512SP20-0002	NS MAINTENANCE OF TRAFFIC	LS	1	$ 37,500.00	$ 37,500.00
515SD20-0004	FLEXIBLE PAVE.PLANING 0"-2"	SY	188	$ 54.00	$ 10,152.00
602SD20-0003	TOPSOIL CLASS B 2"	ACRE	0.1	$ 54,400.00	$ 5,440.00
603SD20-0002	TEMPORARY SEED	LB	18.75	$ 44.00	$ 825.00
603SD20-0003	REGULAR SEED	LB	23	$ 44.00	$ 1,012.00
603SD20-0004	OVERSEEDING	LB	23	$ 44.00	$ 1,012.00
603SD20-0014	FERTILIZER NITROGEN - N	LB	7	$ 12.00	$ 84.00
603SD20-0015	FERTILIZER PHOSPHOROUS - P	LB	14	$ 12.00	$ 168.00
603SD20-0016	FERTILIZER POTASSIUM - K	LB	7	$ 12.00	$ 84.00
603SD20-0017	LIME	TON	0.4	$ 1,760.00	$ 704.00
700SD20-0003	REMOVE EXISTING 1 POST SIGN STRUCTURE	EA	7	$ 700.00	$ 4,900.00
700SD20-0012	RELOCATE EX. 1 POST GRND MOUNT SIGN PANEL	EA	6	$ 1,300.00	$ 7,800.00
704SD20-0010	TY.B CL.I PAVE. LINE MARK. 24"	LF	144	$ 50.00	$ 7,200.00
Total of All Unit Price Bid Items					$ 959,096.00

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

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2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 Total Bid Price

Total Bid Price

Nine Hundred Fifty-Nine Thousand Ninety-Six Dollars and Zero Cents ($ 959,096.00)

(Printed Words) **(Numbers)**

ARTICLE 4—ESCROW

4.01 Since our bid is $200,000 or more, I/we elect to utilize the escrow account procedure described in Section 12.13 of the Instructions to Bidders if determined to be the successful low bidder(s).

No

(Write "yes" or "no")

ARTICLE 5—TIME OF COMPLETION

5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

6.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

6.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

6.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	July 10, 2026
2	July 27, 2026

ARTICLE 7—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

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1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

7.02 *Bidder's Certifications*

A. The Bidder certifies the following:

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1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
    a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
    c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
    d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

WG Construction Co., Inc.
(typed or printed name of organization)

By: X
(individual's signature)

Name: Dann Nash
(typed or printed)

Title: COO
(typed or printed)

Date: 7/30/2026
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:
(individual's signature)

Name: Ben Custead
(typed or printed)

Title: Chief Estimator
(typed or printed)

Date: 7/30/2026
(typed or printed)

Address for giving notices:

9251 Industrial Ct., Manassas, VA 20109
estimates@wgconstruction.com

Bidder's Contact:

Name: David Yergin-Doniger
(typed or printed)

Title: President/CEO
(typed or printed)

Phone: 703-335-5599

Email: estimates@wgconstruction.com

Address:

9251 Industrial Ct.
Manassas, VA 20109

Bidder's Contractor License No.: (if applicable) 2701030866

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BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: WG Construction Co., Inc. Address *(principal place of business)*: 9251 Industrial Court Manassas, VA 20109	Name: SiriusPoint America Insurance Company Address *(principal place of business)*: 1 World Trade Ctr, 285 Fulton St, 47th Fl STE 47J New York, NY 10007
Owner	**Bid**
Name: Town of Front Royal Address *(principal place of business)*: 102 E. Main Street Front Royal, VA 22630	Project *(name and location)*: East Prospect Street Superstructure Replacement, E. Prospect Street, Front Royal, VA 22630 Bid Due Date: July 30, 2026

Bond

Penal Sum: 5% Five Percent of Amount Bid

Date of Bond: July 30, 2026

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
WG Construction Co., Inc. *(Full formal name of Bidder)*	SiriusPoint America Insurance Company *(Full formal name of Surety) (corporate seal)*
By: X *(Signature)*	By: Ericka Y. Turner *(Signature) (Attach Power of Attorney)*
Name: Dann Nash *(Printed or typed)*	Name: Ericka Y. Turner *(Printed or typed)*
Title: COO	Title: Attorney-in-Fact
Attest: B. Custead *(Signature)*	Attest: Edith Grayson-Brown *(Signature)*
Name: Benjamin Custead (BWC) *(Printed or typed)*	Name: Edith Grayson-Brown *(Printed or typed)*
Title: Chief Estimator	Title: Account Manager

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK

TSBA0823

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company (the "Company"), a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted on August 27,2024 by Unanimous Written Consent of the Board of the Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or the Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as co-surety. Such authority can be executed by use of facsimile signature.

Does hereby nominate, constitute and appoint: **Ericka Y. Turner**

BondNo: Bid Bond
Principal: WG Construction Co., Inc.
Obligee: Town of Front Royal

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) and to bind the Company thereby as fully and to the same extent as of same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$63,971,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary may from time to time and at any time remove such appointee and remove the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of these present, shall be binding under said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President this tenth day of October, 2024.

SiriusPoint America Insurance Company

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

State of New York
County of New York

On this tenth day of October 2024, before me a Notary Public of the State of New York, in and for the County of New York, duly commissioned and qualified, came Paul Mihulka, President, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

SUSAN HISCOCK
Notary Public - State of New York
NO. 01HI6444797
Qualified in Richmond County
My Commission Expires Dec 5, 2026

Susan Hiscock
Notary Public
My Commission expires Dec. 5, 2026

STATE OF New York
COUNTY OF New York

I, Paul Mihulka, President of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney, is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 30th day of July , 2026

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	WG Construction Co., Inc.		
Corporate Office			
Name:	David Yergin-Doniger	Phone number:	703-335-5599
Title:	President/CEO	Email address:	estimates@wgconstruction.com
Business address of corporate office:	WG Construction Co., Inc. 9251 Industrial Ct. Manassas, VA 20109		
Local Office			
Name:	David Yergin-Doniger	Phone number:	703-335-5599
Title:	President/CEO	Email address:	estimates@wgconstruction.com
Business address of local office:	WG Construction Co., Inc. 9251 Industrial Ct. Manassas, VA 20109		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1/31/1986	State in which Business was formed:	VA
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	WG Ventures, LLC	Affiliation:	100% Ownership
Address:	28 Blackwell Park Lane, Suite 100 Warrenton, VA 20186		
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

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1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	David Yergin-Doniger	Title:	President/CEO
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ No Limit
Name:	Dann Nash	Title:	COO
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ No Limit
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	VA Contractors License		
Licensing Agency:	DPOR		
License No:	2701030866	Expiration Date:	11/30/2027
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☒ Small Business Enterprise	SBSD	9/7/2023
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

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ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Jennice Hyatt	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA 30	OSHA	N/A

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
WG Construction Co., Inc.	.91	13.41	149,107	.85	20.51	146,237	.85	18.28	164,033

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Truist	
Business address:	8200 Greensboro Dr. Suite 1000	
Date of Business's most recent financial statement:	May 2026	☒ Attached
Date of Business's most recent audited financial statement:	YE 2024	☐ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		1.22
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		1.26

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ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Serious Point America Insurance Co.		
Surety is a corporation organized and existing under the laws of the state of:	New York		
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No			
Mailing Address (principal place of business):	One World Trade Center, Ste. 47J 285 Fulton St. New York, NY 10007		
Physical Address (principal place of business):	One World Trade Center, Ste. 47J 285 Fulton St. New York, NY 10007		
Phone (main):	212-312-2500	Phone (claims):	212-312-2500

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Commonwealth Contractors GSIA		Workman's Compensation	
Are providers licensed or authorized to issue policies in the Project location?		☒ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☒ Yes ☐ No	
Mailing Address (principal place of business):	9620 Iron Bridge Rd., Ste 202 Chesterfield, VA 23832		
Physical Address (principal place of business):	9620 Iron Bridge Rd., Ste 202 Chesterfield, VA 23832		
Phone (main):	804-858-2000	Phone (claims):	804-858-2000

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ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Phoenix Insurance Co, (Travelers)	Liability Commercial GL and Auto
Are providers licensed or authorized to issue policies in the Project location?	☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☒ Yes ☐ No
Mailing Address (principal place of business):	One Tower Square Hartford, CT 06183
Physical Address (principal place of business):	One Tower Square Hartford, CT 06183
Phone (main): 860-277-0111	Phone (claims): 800-238-6225

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Great American Insurance Co.	Umbrella
Are providers licensed or authorized to issue policies in the Project location?	☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☒ Yes ☐ No
Mailing Address (principal place of business):	PO Box 5425 Cincinnati, OH 45202
Physical Address (principal place of business):	301 E. Fourth St. Cincinnati, OH 45202
Phone (main): 800-545-4269	Phone (claims): 844-424-4669

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ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	98
Estimate of revenue for the current year:	30,000,000.00
Estimate of revenue for the previous year:	26,450,000.00

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:	40	As a joint venturer:	N/A	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been released from a bid in the past 5 years? ☐ Yes ☒ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

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E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

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This Statement of Qualifications is offered by:

Business: WG Construction Co., Inc.
(typed or printed name of organization)

By: X
(individual's signature)

Name: Dann Nash
(typed or printed)

Title: COO
(typed or printed)

Date: 7/30/2026
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
(individual's signature)

Name: Ben Custead
(typed or printed)

Title: Chief Estimator
(typed or printed)

Address for giving notices:
9251 Industrial Ct.
Manassas, VA 20109
estimates@wgconstruction.com

Designated Representative:

Name: David Yergin-Doniger
(typed or printed)

Title: President/CEO
(typed or printed)

Address:
9251 Industrial Ct.
Manassas, VA 20109

Phone: 703-335-5599
Email: estimates@wgconstruction.com

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Schedule A—Current Projects

Name of Organization				
Project Owner	VDOT	Project Name	SGR-Bridge Replacement	
General Description of Project	Replacement of bridge			
Project Cost	3,819,769.30	Date Project	3/4/2026 - 7/1/2027	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Jesse Godsey	Jennice Hyatt	Jennice Hyatt	Houshang Hadioonzadeh

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Michael Coffey	Construction Eng.	VDOT	540-642-8212	michaelt.coffey@VDOT.Virginia.gov
Designer	GOPI SRIPATHY	Sr. Bridge Eng.	VDOT		
Construction Manager	Ben Ernst	Construction Eng.	VDOT	540-642-8212	ben.ernst@VDOT.Virginia.gov

Project Owner	The Anderson Company	Project Name	Powerhouse 95 Pump Station	
General Description of Project	Construction of complete grinder pump station.			
Project Cost	2,681,000.00	Date Project	9/25/25- Current	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Jordan Briones	Mike Jackson	Joe Keaveney	Housang Hadioonzadeh

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	J. Simon		E.E. Reed Const.	703-435-4800	jsimon@eereedeast.com
Designer	JEREMY HISE	Consultant	HAZEN AND SAWYER	410.539.7681	jhise@hazenandsawyer.com
Construction Manager	Jochen Dunville	Sr. PM	The Anderson Co.	703-393-4988	jochen@andernco.com

Project Owner	Mount Sterling LLC	Project Name	Mount Sterling Booster Station	
General Description of Project	Construction of Water Booster Station			
Project Cost	3,232,620.00	Date Project	5/25/2024 - Current	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Jordan Briones	Mike Jackson	Joe Keaveney	Housang Hadioonzadeh

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Daniel Capretti,	P.E.	Capretti Land Inc.	571-527-9250	daniel@caprettiland.com
Designer	Brett Heim	PE	Dewberry	(804) 290-7957	bheim@dewberry.com
Construction Manager	Dave Simons	Land Dev Maanger	Mount Sterling LLC	703-858-4242	Dsimons@djs-land.co

EJCDC® C-451, Qualifications Statement—Schedule A—Current Projects.
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Schedule B—Previous Experience with Similar Projects

Name of Organization	WG Construction Co., Inc.				
Project Owner	Town of Front Royal		Project Name	8th Street Bridge Replacement over Happy Creek	
General Description of Project	Bridge construction | Roadway Restoration | Concrete Flatwork | Restoration | Landscaping				
Project Cost	$1,925,954.25		Date Project	4/21/2025 - 1/26/2026	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Bill Potempa	Jennice Hyatt	Jennice Hyatt	Jennice Hyatt	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	BJ Wilson	Interim Town Mgr	Front Royal	540-631-2788	bwilson@frontroyalva.com
Designer	Thomas Goodwin	Designer	Mattern & Craig, Inc.	540-345-9342	
Construction Manager					

Project Owner	Prince William Water		Project Name	Sewer Collection Rehabilitation & Replacement Program -UOSA Bridge	
General Description of Project	Bridge construction | Bypass | Sewer Infrastructure				
Project Cost	559,645.77		Date Project	2/28/2025 - 9/5/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Bill Potempa	Jennice Hyatt	Jennice Hyatt	Jennice Hyatt	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Naeem Arshad	PM	Prince William Service Authority	703-393-4446	narshad@pwwater.org
Designer	Sharon Dusza	Designer	RDA	703-368-7373	
Construction Manager					

Project Owner	B&S Site Development c/o Stack		Project Name	Avanti 3 Conspan Bridge	
General Description of Project	Concrete Flatwork | Culvert Construction | Cast in Place | Stormwater Infrastructure				
Project Cost	299,652.00		Date Project	2/1/2025 - 3/22/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Colby Grady	Lee Grady	Lee Grady	Lee Grady	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jpohn Puglise	PM	B&S Site Dev.	571-379-0917	jpuglise@bandssite.cop
Designer	Sangam Neupane	Designer	Kimley-Horn and Associates, Inc	703-674-1300	
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner	City of Manassas		Project Name	Liberia House Pedestrian Bridge	
General Description of Project	Bridge Construction | Cast In Place | Excavation				
Project Cost	160,122.61		Date Project	8/6/2024 - 4/1/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Bill Potempa	Jennice Hyatt	Jennice Hyatt	Jennice Hyatt	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Olivia Mroczko	Strmwater Asset Mgr	City of Manassas	703-257-8200	olivia.mroscko@manassascity.org
Designer	Christine Pankow	Designer	HGS, LLC	703-393-4844	
Construction Manager					

Project Owner	The Whiting-Turner Contracting Company C/o Capital One		Project Name	Scotts Run Conspan Construction	
General Description of Project	Conspan | Cast In Place Concrete | Storm Water Infrastructure				
Project Cost	1,232,271.00		Date Project	1/29/2024 - 2/2/2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Colby Grady	Lee Grady	Lee Grady	Lee Grady	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Johnny Eklund	Project Manager	Whiting Turner	703-856-4433	jonathan.eklund@whiting-turner.com
Designer	Becki Shah	PM	Bowman Consulting Group.	703-464-1046	
Construction Manager					

Project Owner	Brambleton Group, LLC		Project Name	Brambleton 42618 Stratford Landing Dr.R&R Bridge	
General Description of Project	Bridge Construction | Cast-In-Place				
Project Cost	158,350		Date Project	11/11/2024 - 12/10/2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Colby Grady	Lee Grady	Lee Grady	Lee Grady	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jeannie Kimble	PM	Brambleton	571-393-5907	jeannie.kimble@brambleton.com
Designer	Bryan Sears	Designer	Urban Ltd.	703-642-8080	
Construction Manager					

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Schedule C—Key Individuals

Project Manager			
Name of individual	Bill Potempa		
Years of experience as project manager	19		
Years of experience with this organization	2.6		
Number of similar projects as project manager	10		
Number of similar projects in other positions	5		
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
320814-FY26-23: Lawson Rd. Bicycle and Pedestrian Crossing of Tuscarora Creek		10%	10/2026
N79 Bridge Replacement		15%	7/1/2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	BJ Wilson	Name	Naeem Arshad
Title/Position	Interim Town Mgr.	Title/Position	PM
Organization	Town of Front Royal	Organization	Prince Will Water
Telephone	540-631-2788	Telephone	703-393-4446
Email	bwilson@tfrontroyalva.com	Email	narshad@pwwater.org
Project	8th St. Bridge Replacement	Project	Sewer Collection Rehabilitation & Replacement Program - UOSA Bridge
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

Project Superintendent			
Name of individual	Jennice Hyatt		
Years of experience as project superintendent	12		
Years of experience with this organization	1.5		
Number of similar projects as project superintendent	4		
Number of similar projects in other positions	2		
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
320814-FY26-23: Lawson Rd. Bicycle and Pedestrian Crossing of Tuscarora Creek		95%	10/2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	BJ Wilson	Name	Rizwan Ishaq
Title/Position	Interim Town Mgr.	Title/Position	PM
Organization	Town of Front Royal	Organization	Town of Leesburg
Telephone	540-631-2788	Telephone	703-737-7055
Email	bwilson@tfrontroyalva.com	Email	rishaq@leesburgva.gov
Project	8th St. Bridge Replacement	Project	Lawson Road Bicycle & Pedestrian Crossing of Ts
Candidate's role on project	Superintendent	Candidate's role on project	Superintendent

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Safety Manager			
Name of individual	Jennice Hyatt		
Years of experience as project manager	12		
Years of experience with this organization	1.5		
Number of similar projects as project manager	4		
Number of similar projects in other positions	2		
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
320814-FY26-23: Lawson Rd. Bicycle and Pedestrian Crossing of Tuscarora Creek		95%	10/26
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	BJ Wilson	Name	Rizwan Ishaq
Title/Position	Interim Town Mgr.	Title/Position	PM
Organization	Town of Front Royal	Organization	Town of Leesburg
Telephone	540-631-2788	Telephone	703-737-7055
Email	bwilson@tfrontroyalva.com	Email	rishaq@leesburgva.gov
Project	8th St. Bridge Replacement	Project	Lawson Road Bicycle & Pedestrian Crossing of Tscarora Creek
Candidate's role on project	Superintendent/ Safety Mgr	Candidate's role on project	Superintendent/ Safety Mgr

Quality Control Manager			
Name of individual	Jennice Hyatt		
Years of experience as project superintendent	12		
Years of experience with this organization	1.5		
Number of similar projects as project superintendent	4		
Number of similar projects in other positions	2		
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
320814-FY26-23: Lawson Rd. Bicycle and Pedestrian Crossing of Tuscarora Creek		95%	10/26
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	BJ Wilson	Name	Rizwan Ishaq
Title/Position	Interim Town Mgr.	Title/Position	PM
Organization	Town of Front Royal	Organization	Town of Leesburg
Telephone	540-631-2788	Telephone	703-737-7055
Email	bwilson@tfrontroyalva.com	Email	rishaq@leesburgva.gov
Project	8th St. Bridge Replacement	Project	Lawson Road Bicycle & Pedestrian Crossing of Tscarora Creek
Candidate's role on project	Superintendent/QC	Candidate's role on project	Superintendent/QC

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TOWN OF FRONT ROYAL

ADDENDUM #1

July 10, 2026

TO ALL POTENTIAL BIDDERS

Reference: IFB# 4-2026 PROSPECT STREET BRIDGE REPLACEMENT

The following revisions, additions, and clarifications are hereby made part of the Contract Documents and Technical Specifications for the above-referenced project and shall be taken into account in the preparation of all bids and the execution of all Work. Bidders shall acknowledge receipt by signing of the addendum in the appropriate space below.

REVISIONS

AD1-1 The Pre-Bid Meeting Notes, including Contractor Questions and Answers, are attached.

AD1-2 The Pre-Bid Sign-In Sheet is attached.

END OF ADDENDUM #1 ISSUED: July 10, 2026

WG Construction Co., Inc.
Name of Firm

COO
Signature/Title

Dann Nash
Printed Name

7/30
Date

Thank you,

Michelle Campbell
Purchasing Manager

TOWN OF FRONT ROYAL

ADDENDUM #2

July 27, 2026

TO ALL POTENTIAL BIDDERS

Reference: IFB# 4-2026 PROSPECT STREET BRIDGE REPLACEMENT

The following revisions, additions, and clarifications are hereby made part of the Contract Documents and Technical Specifications for the above-referenced project and shall be taken into account in the preparation of all bids and the execution of all Work. Bidders shall acknowledge receipt by signing of the addendum in the appropriate space below.

AD2-1 This addendum shall be issued to respond to questions received prior to and on 07/23/2026.

END OF ADDENDUM #1 ISSUED: July 27, 2026

WG Construction Co., Inc.

Name of Firm

COO

Signature/Title

Dann Nash

Printed Name

7/30

Date

Thank you,

Michelle Campbell
Purchasing Manager

Commonwealth of Virginia

State Corporation Commission

CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That WG CONSTRUCTION CO., INC. is duly incorporated under the law of the Commonwealth of Virginia;

That the corporation was incorporated on January 31, 1986;

That the corporation's period of duration is perpetual; and

That the corporation is in existence and in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:

January 12, 2026

Bernard J. Logan, Clerk of the Commission

CERTIFICATE NUMBER : 2026011222793990

WG CONSTRUCTION CO., INC.

9251 INDUSTRIAL COURT MANASSAS, VA 20109
TELEPHONE (703) 335-5599
FAX (703) 335-0880

June 19, 2023

Attention: To Whom It May Concern

Reference: Authorization of Chief Operating Officer (COO) to Execute Documents

Dear Collaborators,

This letter serves as formal documentation that Dann Nash, holding the position of Chief Operating Officer (COO) at WG Construction Co., Inc., is hereby authorized to act on behalf of the company in the following capacities:

1. To review, negotiate, and execute contracts with clients, vendors, partners, and other third parties;

2. To enter into and execute subcontracts with qualified subcontractors and consultants as necessary for the operation and delivery of company projects;

3. To issue and approve purchase orders for the procurement of goods, materials, and services in accordance with the company's procurement policies.

This authority includes the right to bind the company legally, commit to obligations, and make representations on behalf of WG Construction Co., Inc. within the normal course of business operations.

All such documents executed by the COO shall be considered valid and binding upon the company.

This authorization is effective as of the date of this letter and shall remain in full force and effect unless modified or revoked in writing by the company's Board of Directors or Chief Executive Officer.

Please direct any questions regarding this authorization to the undersigned.

Sincerely,
WG CONSTRUCTION CO., INC

David A. Yergin-Doniger
CEO / President

Attachments as noted.

cc: File

WG Construction
MANASSAS, VIRGINIA

WILLIAM "BILL" POTEMPA

EDUCATION

Northwestern University | Master of Science – Executive Management for Design and Construction (EMDC)

Purdue University | Bachelor of Science –Construction Engineering and Management

WORK EXPERIENCE

October 2024 – Present

WG Construction Co., Inc. | Director of Construction

October 2020 – Present or September 2024

Terra Constructs | Vice President of Estimating

July 2017 – October 2020

Lane Construction | Sr. Project Engineer

June 2013 – June 2017

F.H. Paschen, S.N. Nielson & Associates | Project Manager/Lead Estimator

June 2007 – June 2013

Kiewit Corporation | Project Engineer/ Estimator

PREVIOUS PROJECT EXPERIENCE

Terra Constructs\Transurban\VDOT | I-395 Express Lanes Design Build Project
2017-2020
Conversion of an existing HOV facility to Express Lanes approximately 8 miles in length
Interchange reconfigurations/improvements
Bridge widening and bridge rehabilitation

F.H. Paschen\Chicago DOT | Western Ave. Viaduct Removal and Road Reconstruction
2015
Removal of an existing viaduct structure
Roadway reconstruction
Bridge rehabilitation

F.H. Paschen | Mathon Dr. Bridge Replacement
2014
Bridge Replacement

F.H. Paschen/Illinois State Highway Toll Authority | I-94 and Grand Ave. Interchange Construction and Systemwide Repairs
2014-2015
Reconstruction of 7 of 8 ramps at interchange
Soldier Pile retaining wall
Various improvements through ISHTA system (guardrail)

Kiewit Corporation/MODOT | Safe and Sound 554 Bridge Replacement Design-Build Project
2010-2012
Design-Build project to remove and replace 554 bridges throughout entire state of Missouri

I-395 Express Lanes Design Build Project 2017 – 2020

(Transurban/VDOT) Alexandria and Arlington Counties, Virginia
Conversion of an existing HOV facility to Express Lanes approximately 8 miles in length
Interchange reconfigurations/improvements
Bridge widening and bridge rehabilitation

Western Ave. Viaduct Removal and Road Reconstruction 2016
(Chicago DOT) Chicago, Illinois
Removal of an existing viaduct structure
Roadway reconstruction
Bridge rehabilitation

Systemwide Repairs (Illinois State Highway Toll Authority) 2015
Various locations, Illinois
Toll gantry repair
Pavement repair
Guardrail replacements

Mathon Drive Bridge Replacement (IDOT) 2014
Waukegan, Illinois
Bridge replacement

I-94 and Grand Ave. Interchange Construction and Systemwide Repairs (Illinois State Highway Toll Authority) 2014-2015
Gurnee and various locations, Illinois
Reconstruction of 7 of 8 ramps at interchange
Soldier Pile retaining wall
Various improvements through ISHTA system (guardrail)

Rollins Rd. Grade Separation Project (Lake County DOT) 2013-2015
Round Lake Beach, Illinois
Eliminated at grade railroad crossing by lowering intersection approximately 20' and building a new RR bridge in phased construction. Significant amount of both concrete pavement and structural concrete
Temporary bridge utilize to maintain traffic flow

Goethals Bridge Replacement Design Build Pursuit (Port Authority of NY and NJ) 2012-2013
Woodcliff Lake, New Jersey
Design-Build pursuit to replace Goethals Bridge with new cable stay structure

Safe and Sound 554 Bridge Replacement Design-Build Project (MODOT) 2010-2012
Kansas City, Missouri
Design-Build project to remove and replace 554 bridges throughout entire state of Missouri

Coney Island Electrical Substation Replacement (NYC DEP) 2009
Brooklyn, New York
Phase substation replacement project
Heavy switchgear, transformers
Slab construction on auger cast pile foundations
CMU walls with brick fa?ade
Vertical construction

Macomb's Dam Retaining Wall Reconstruction and Bridge Widening (NYC EDC) 2008
Bronx, New York
Widening existing overpass bridge to accommodate a new/widened sidewalk adjacent to Yankees baseball stadium
Retaining wall reconstruction

145th Street Swing Bridge Replacement (NYCDOT) 2007-2008
Manhattan-Bronx, New York
Replacement of a center pivot swing bridge over Harlem River

WG CONSTRUCTION CO., INC PROJECT EXPERIENCE

IFB 17-2024: Lawson Road Bicycle & Pedestrian Crossing of Tuscarora Creek

Town of Leesburg
January 2026 – October 2026
Construction of new trail and cast-in-place culvert as a low water stream crossing. Project inclusive of concrete flatwork, stream diversion, paving and pavement marking.
Value: $ $840,015.14

IFB 17-2024: 8th Street Bridge Replacement over Happy Creek

Town of Front Royal
April 2025 – January 2026
Replacement of the 8th Street bridge over Happy Creek. Project inclusive of roadway restoration, storm water pipe and structures, concrete flatwork restoration and landscaping. Project included stream water diversion.
Value: $1,925,954.25

SA-2502: Sewer Collection Rehabilitation & Replacement Program – UOSA Bridge

Prince William Water
February 2025 – September 2025
Construction of concrete bridge inclusive of demolition of existing bridge, site development, sewage bypass pumping system, restoration and landscaping.
Value: $ $582,230.00

SA-2502: Route 29 Soundwalls

Shirley Contracting Company LLC
October 2025 – March 2026
Installation of soundwalls for Section C1, C2, D and G. Project included installation of 147 precast posts and 52,152.5 SF precast panels, excavation and backfill.
Value: $ $582,230.00

20210090: Mount Sterling Water Booster Pump Station Ph. 1

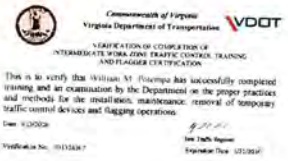
Mount Sterling LLC c/o Capretti Land, Inc. and Loudoun Water
March 2025 – August 2026
Construction of water booster station with 3-multistage pump systems. Project inclusive of site development, construction of pump station building, mechanical, HVAC, electrical and plumbing, installation of 1,000 LF of 12" DIP and 108 LF of 6" DIP water main.
Value: $5,106,057.00

27688280-000: Red Clover Meadows Sewer Pump Station

U.S. Home LLC c/o Lennar
January 2024 – March 2025
Construction of sewer pump station inclusive of process pipe systems, mechanical, electrical, plumbing, instrumentation and controls, system integration and commissioning. Project also inclusive of site restoration.
Value: $741,840.00

Potomac Woods Soundwalls
Geoconstructors, Inc.
November 2024 – September 2025
Construction of post and panel sound wall. Project included drilled shaft, grade beam, setting lagging and panels, excavation and restoration.
Value: $ 220,718.00

SA-2502: Route 29 Soundwalls
Geoconstructors, Inc.
September 2024 – November 2024
Construction of post and panel retaining wall. Project included drilled shaft, grade beam, setting lagging and panels, excavation and restoration.
Value: $ 79,432.00


Commonwealth of Virginia
Virginia Department of Transportation
VDOT
VERIFICATION OF COMPLETION OF
INTERMEDIATE WORK ZONE TRAFFIC CONTROL TRAINING
AND FLAGGER CERTIFICATION
This is to verify that William M. Potempa has successfully completed training and an examination by the Department on the proper practices and methods for the installation, maintenance, removal of temporary traffic control devices and flagging operations.

WG Construction
MANASSAS, VIRGINIA

JENNICE HYATT

WORK EXPERIENCE

January 2025 - Present

WG Construction | Superintendent/SSHO/CQM/RLD

May 2023 – January 2025

Terra Site Constructors | Superintendent/SSHO/CQM-C of Federal Div. – D.C. Area

March 2023 – May 2023

Allen Myers | Superintendent

January 2020 – March 2023

Laurita, Inc. | Superintendent

February 2018 – January 2020

Resurface | Assistant Superintendent

PREVIOUS PROJECT EXPERIENCE

National Park Service | Sidewalk Restoration Project on National Mall and D.C. Parks

Replaced exposed aggregate sidewalks.
Value:

National Park Service | Oxon Cove Trail Restoration Project

Construction of new culvert crossing over Oxon Creek inclusive of a 60' steel truss pedestrian bridge and restoration. Project involved creek bypass and asphalt trail.

FAM | I 66 Express Lanes Duct Bank Relocation

Relocation of fiber communications and power for toll collectors, message boards, signals and crosswalk lighting. Tied into existing electrical vaults.

WG CONSTRUCTION CO., INC PROJECT EXPERIENCE

320814-FY26-23: Lawson Rd. Bicycle and Pedestrian Crossing of Tuscarora Creek

Town of Leesburg
March 2026 – November 2026
Construction of a new trail and low water stream crossing on Lawson Rd., SE from .17 miles South of Trailview Blvd. to .05 miles North of Beauregard Dr./Brigadier Ct.
FHWA and VDOT Funded
Value: $840,015.14

IFB 17-2024: 8th Street Bridge Replacement over Happy Creek

Town of Front Royal
April 2025 – January 2026
Replacement of the 8th Street bridge over Happy Creek. Project inclusive of roadway restoration, storm water pipe and structures, concrete flatwork restoration and landscaping. Project included stream water diversion.
Value: $1,925,954.25

SA-2502: Sewer Collection Rehabilitation & Replacement Program – UOSA Bridge

Prince William Water
February 2025 – September 2025
Construction of concrete bridge inclusive of: demo of existing bridge, site development, sewage bypass pumping system, restoration and landscaping.
County Funded
Value: $582,230.00

SA-2502: Route 29 Soundwalls

Shirley Contracting Company LLC
October 2025 – March 2026
Installation of soundwalls for Section C1, C2, D and G. Project included installation of 147 precast posts and 52,152.5 SF precast panels, excavation and backfill.
Value: $ $582,230.00

27688280-000: Red Clover Meadows Sewer Pump Station

U.S. Home LLC c/o Lennar
January 2024 – March 2025
Construction of sewer pump station inclusive of process pipe systems, mechanical, electrical, plumbing, instrumentation and controls, system integration and commissioning. Project also inclusive of site restoration.
Private Funded
Value: $741,840.00

WG Construction
MANASSAS, VIRGINIA

9251 Industrial Court | Manassas, VA 20109 | 703-335-5599

List of Proposed Subcontractors

Berry Paving and Concrete Construction Company, Inc. (asphalt)
VDOT Vendor ID B1079
12599 Homestead Drive
Nokesville, VA 20181
703-550-0036

ACCAD Corporation (bridge deck grooving)
VDOT Vendor ID A1260
3211 Big Otter Highway
Ivydale, WV 25113
304-286-4524

Makco, Incorporated (guardrail)
VDOT Vendor ID M004
P.O. Box 1007
Troy, VA 22974
434-589-0991

Jenspy, Inc. (pavement markings)
VDOT Vendor ID J1038
4007 Leonard Drive
Fredericksburg, VA 22408
540-642-4525

S&S Partners, LLC (site/demo)
VDOT Vendor ID S4060
4460 Brookfield Corporate Drive Unit I
Chantilly, VA 20120
703-627-6324

List of Proposed Suppliers

Pennstress (precast)
PO Box 597
Hollidaysburg, PA 16648

Titan Virginia Ready Mix (concrete)
5700 Lake Wright Drive, Suite 300
Norfolk, VA 23502
757-858-6500

Resteel (rebar)
63 JR Hawvermale Way
Berkeley Springs, WV 25411
304-258-0681

SIP of Delaware (metal decking)
2204 Chestnut Street
Gadsden, AL 35904
256-546-5858

WG Construction
MANASSAS, VIRGINIA

9251 Industrial Court | Manassas, VA 20109 | 703-335-5599

VIRGINIA CLASS A CONTRACTOR'S LICENSE STATEMENT

WG Construction Co., Inc. has the ability to posses and currently holds a Virginia Class A Contractor's License classified as CBC H/H RBC. WG Construction will ensure that subcontractors contracted to participate will obtain or maintain applicable Virginia Contractors Licenses.



COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

EXPIRES ON
11-30-2027

NUMBER
2701030866

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS CBC H/H RBC

W G CONSTRUCTION CO INC
9251 INDUSTRIAL CT
MANASSAS, VA 20109

DPOR

Jeb Wilkinson
James B. "Jeb" Wilkinson, Jr., DIRECTOR

Status can be verified at http://www.dpor.virginia.gov

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)

DPOR COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS CBC H/H RBC
NUMBER: 2701030866 EXPIRES: 11-30-2027

W G CONSTRUCTION CO INC
9251 INDUSTRIAL CT
MANASSAS, VA 20109

(FOLD)

Status can be verified at http://www.dpor.virginia.gov

DPOR-PC (02/2017)

COMMONWEALTH CONTRACTORS

March 9, 2026

602-3866
W G Construction Company Inc.
9251 Industrial Court
Manassas, VA 20109

To Whom It May Concern,

This is to certify that our company insures the above referenced contractor and their Experience Modification Rate (EMR) for the future year, current year and previous year is as follows:

Year	EMR
4/1/2024 - 4/1/2025	.85
4/1/2025 - 4/1/2026	.91
4/1/2026 - 4/1/2027	.83

Please reach out with any questions or concerns.

Sincerely,

Katie Ledbetter

Katie Ledbetter,
Member Experience Specialist
Insurance Concepts LLC | Administrator

SPECIAL MEETING
REGULAR MEETING TO FOLLOW at 7:00 PM Town Council

Meeting Date: September 28, 2026 Item #: 12.F.

Agenda Item: Appointment of Non-Elected Representative to the Northern Shenandoah Valley Regional Commission (NSVRC)

Summary: Council is requested to appoint Daniel Wells as the Town's non-elected representative to the Northern Shenandoah Valley Regional Commission (NSVRC) to fill the vacancy. Mr. Wells will serve the remainder of the current term, which expires June 30, 2029.

Budget/Funding: N/A

Meetings: September 8, 2026

Proposed Motion: I move that the Council appoint Daniel Wells as the Town's non-elected representative to the Northern Shenandoah Valley Regional Commission (NSVRC) to fill the existing vacancy, to serve for the remainder of the current term expiring June 30, 2029.

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None

SPECIAL MEETING
REGULAR MEETING TO FOLLOW at 7:00 PM Town Council

Meeting Date: September 28, 2026 Item #: 13.A.

Agenda Item: Memorandum of Understanding (MOU) Between the Town of Front Royal and the American Legion for the Military Tribute Banner Program

Summary: In 2025, the Town of Front Royal, with support from the County of Warren, started the military tribute banner program. The program currently has 75 banners installed along Royal Avenue, which sold out in a matter of days. Since then, we have been discussing a potential collaboration with our local American Legion Post 53 to assist with the program and expansion of the number of banners to 150. The proposed agreement would create a partnership in which the American Legion would manage the banner applications, fees, and orders; the Town would manage the installation on Town-owned poles.

After the Town Council Work Session discussion, the following items have been added to the document.

- Virginia Code reference to in-kind donations from localities
- Language stating we will mutually approve the design
- Language to keep the cost affordable
- Hold harmless language added

Budget/Funding:

Meetings: September 8, 2026

Proposed Motion: I move that Council approve the Memorandum of Understanding (MOU) Between the Town of Front Royal and the American Legion for the Military Tribute Banner Program, as presented.

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None

Memorandum of Understanding
Between the Town of Front Royal, Virginia
and American Legion Post 53

This Memorandum of Understanding (MOU) is made and entered into by and between the Town of Front Royal, Virginia (the "Town") and American Legion Post 53 ("Post 53") for the purpose of outlining responsibilities related to the management, installation, and maintenance of Military Tribute Pole Banners displayed within the Town.

The purpose of this MOU is to establish a cooperative framework between the Town and Post 53 to ensure the respectful, safe, and organized installation and management of Military Tribute Pole Banners honoring local veterans and active-duty service members.

WHEREAS, the Town of Front Royal started a military tribute banner program on Veterans Day in 2025; and,

WHEREAS, the newly formed program saw immediate success with the seventy-five banners being sold out in a matter of day; and,

WHEREAS, the Giles B. Cook American Legion Post 53 in Front Royal, is a local veterans' nonprofit organization that supports military members, community programs, memorial services, and local youth; and,

WHEREAS, pursuant to Virginia Code §15.2-953, a locality may make like gifts and donations to any and all public and private nonprofit organizations and agencies engaged in commemorating historical events; and,

WHEREAS, Post 53 has expressed interest in supporting the expansion of the military tribute banner program in the Front Royal community.

NOW, THEREFORE, the Town of Front Royal and the American Legion Post 53 agree to the terms and conditions set forth in this Memorandum of Agreement.

A. <u>Roles and Responsibilities</u>

1. American Legion Post 53 shall:
    a. Manage the Military Tribute Banner Program, including public outreach, applications, and coordination with families and sponsors.

DRAFT

b. Banner design shall be reviewed and approved by both parties.
c. Collect and process payments or donations associated with non-commercial tribute banner production.
    i. Fees shall cover the banner and administrative costs to ensure program remains affordable for community.
d. Order and receive banners from approved vendors.
e. Inspect banners upon receipt to ensure quality and accuracy.
f. Coordinate with the Town regarding installation schedules, locations, or any special considerations.
g. Assist in removal, storage, or replacement coordination as needed.

2. The Town of Front Royal shall:
    a. Banner design shall be reviewed and approved by both parties.
    b. Determine approved banner locations on Town-owned poles and infrastructure.
    c. Schedule and perform installation and removal of banners in coordination with Post 53.
    d. Ensure installations meet Town safety standards and do not interfere with utilities, signage, or public works and energy services operations.
    e. Provide reasonable support for maintenance or repair of Town-owned poles or hardware associated with the program.
    f. Notify Post 53 of any damage, wear, or safety concerns affecting installed banners.

B. <u>Banner Duration:</u> Banners will be displayed for a mutually agreed-upon period, typically aligning with national observances or seasonal displays. After the display period, banners will be removed and returned to Post 53 for storage or distribution back to sponsors.

C. <u>Hold Harmless/Liability:</u> Post 53 agrees to indemnify, defend, and hold harmless the Town, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of or resulting from the indemnifying party's own negligence, wrongful acts, or omissions in connection with this MOU.

D. <u>Term and Termination</u>

DRAFT

1. This MOU becomes effective upon signature by both parties.
2. This MOU may be terminated by either party for any reason thirty (30) days from written notice of termination to either party. For purposes of this MOU, all notices shall be made in writing to delivered to the parties at the addresses herein,

Town of Front Royal:

Town of Front Royal
ATTN: Town Manager (or designee)
102 East Main Street
Front Royal, VA 22630

American Legion Post 53:

American Legion Post 53
ATTN: Commander (or designated representative)
22 West 8th Street
Front Royal, VA 22630

DRAFT

[SIGNATURES ON FOLLOWING PAGE]

Town of Front Royal, Virginia:

_____

Name: Joseph Petty

Title: Town Manager

Date: _____

American Legion Post 53:

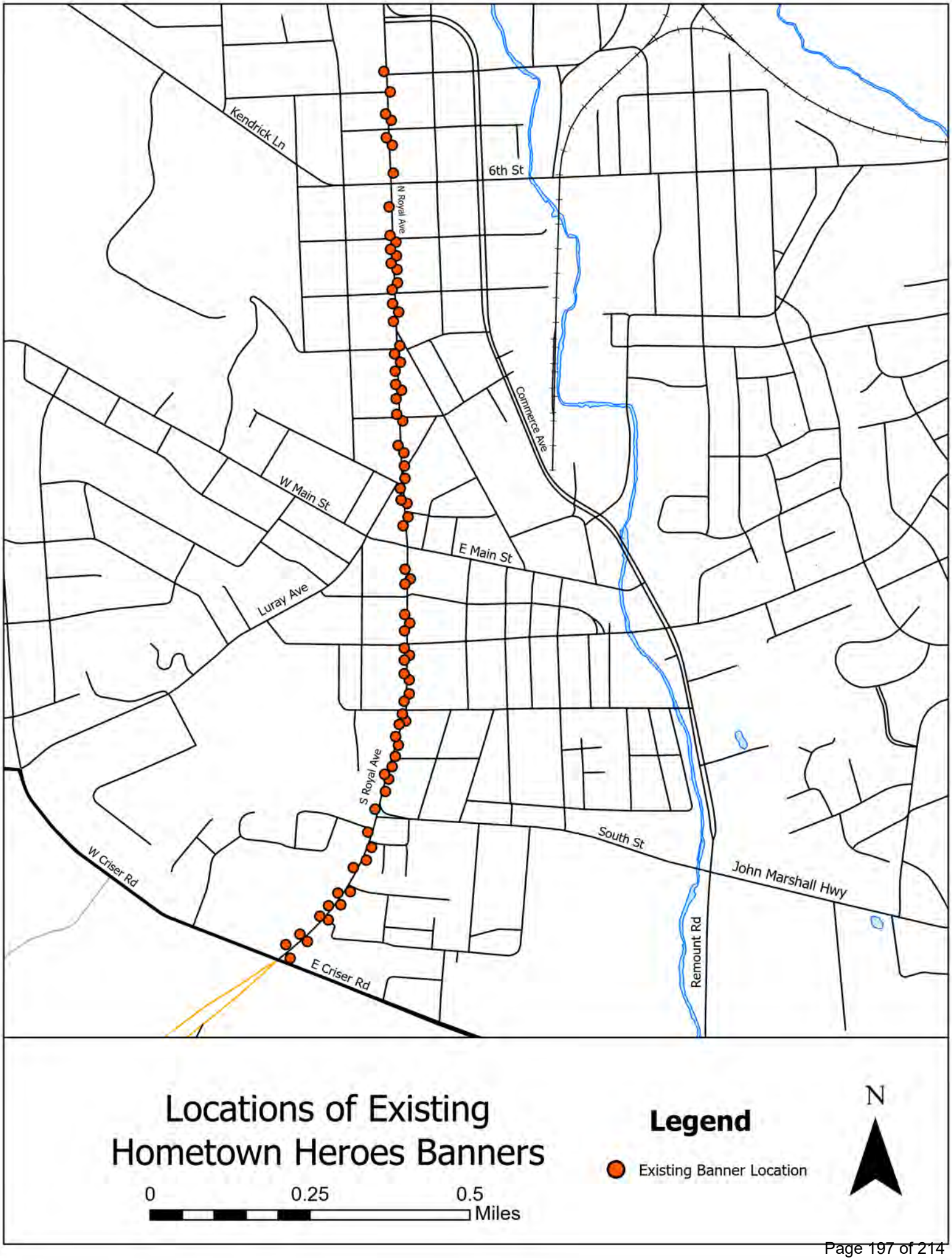
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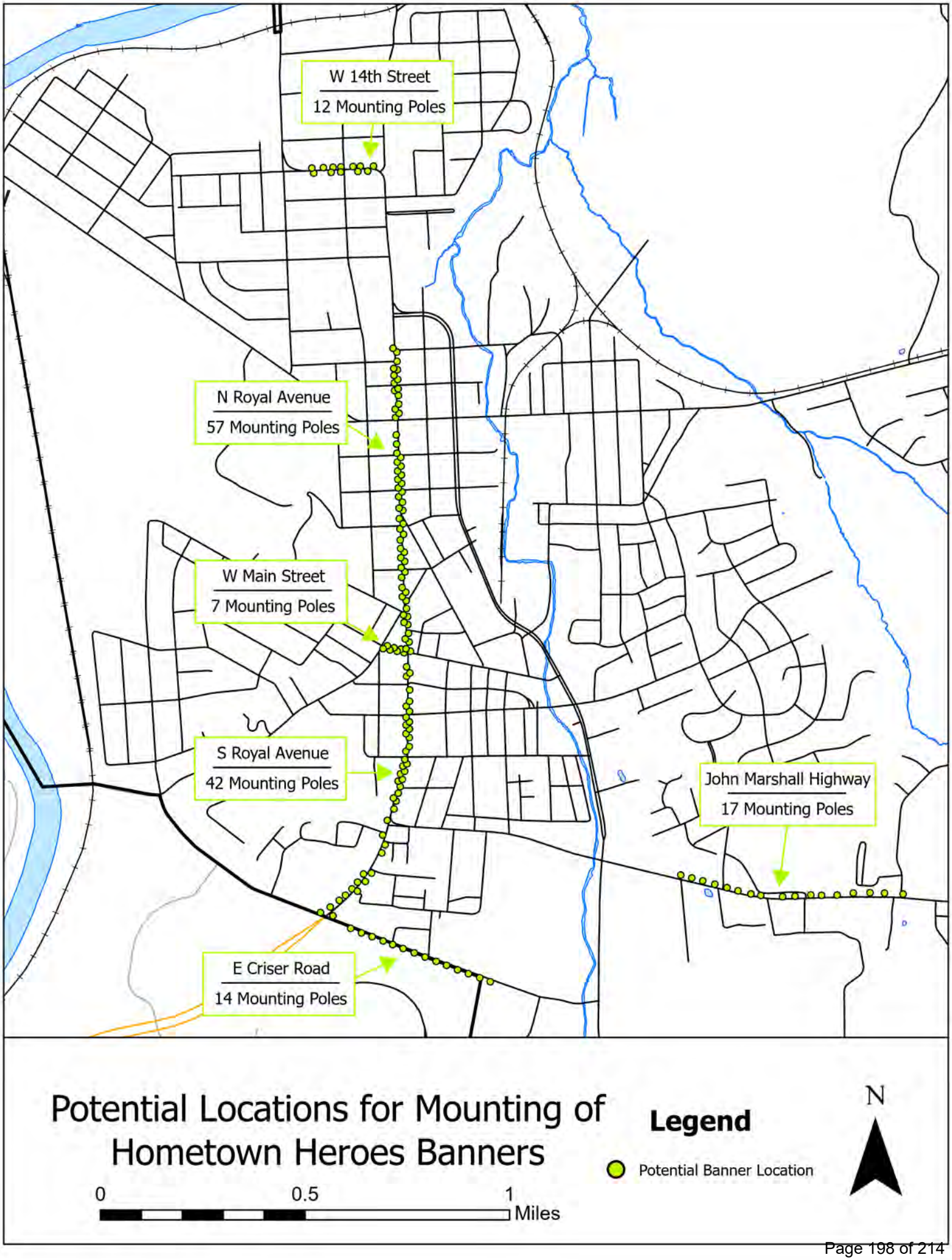
Name: _____

Title: _____

Date: _____

DRAFT


Kendrick Ln
6th St
N Royal Ave
Commerce Ave
W Main St
E Main St
Luray Ave
S Royal Ave
South St
John Marshall Hwy
W Criser Rd
E Criser Rd
Remount Rd
Locations of Existing
Hometown Heroes Banners
0
0.25
0.5
Miles
Legend
Existing Banner Location
N


W 14th Street
12 Mounting Poles
N Royal Avenue
57 Mounting Poles
W Main Street
7 Mounting Poles
S Royal Avenue
42 Mounting Poles
John Marshall Highway
17 Mounting Poles
E Criser Road
14 Mounting Poles
Potential Locations for Mounting of Hometown Heroes Banners
Legend
Potential Banner Location
N
0
0.5
1
Miles

Code of Virginia
Title 15.2. Counties, Cities and Towns
Subtitle II. Powers of Local Government
Chapter 9. General Powers of Local Governments
Article 5. Additional Powers

§ 15.2-953. Donations to charitable institutions and associations, volunteer and nonprofit organizations, chambers of commerce, etc

A. Any locality may make appropriations of public funds, of personal property or of any real estate and donations to the Virginia Indigent Health Care Trust Fund and to any charitable institution or association, located within their respective limits or outside their limits if such institution or association provides services to residents of the locality; however, such institution or association shall not be controlled in whole or in part by any church or sectarian society. The words "sectarian society" shall not be construed to mean a nondenominational Young Men's Christian Association, a nondenominational Young Women's Christian Association, Habitat for Humanity, or the Salvation Army. Nothing in this section shall be construed to prohibit any county or city from making contracts with any sectarian institution for the care of indigent, sick or injured persons. Notwithstanding the foregoing, no organization shall be prohibited from applying for or receiving public funds as part of a neutral grant or funding program from a locality on the basis of the organization's religious status, provided that all government funds received from the locality are used to provide community services for secular purposes without regard to the religious affiliation of the recipients of such services. Nothing in this section shall be construed to absolve or change any existing right or obligation created by the provisions of § 2.2-3904 or 57-2.02.

B. Any locality may make gifts and donations of property, real or personal, or money to (i) any charitable institution or nonprofit or other organization providing housing for persons 60 years of age or older or operating a hospital or nursing home; (ii) any association or other organization furnishing voluntary firefighting services; (iii) any nonprofit or volunteer emergency medical services agency, within or outside the boundaries of the locality; (iv) any nonprofit recreational association or organization; (v) any nonprofit organization providing recreational or daycare services to persons 65 years of age or older; or (vi) any nonprofit association or organization furnishing services to beautify and maintain communities or to prevent neighborhood deterioration. Gifts or donations of property, real or personal, or money by any locality to any nonprofit association, recreational association, or organization described in provision (iv), (v), or (vi) may be made provided the nonprofit association, recreational association, or organization is not controlled in whole or in part by any church or sectarian society. Donations of property or money to any such charitable, nonprofit or other hospital or nursing home, institution or organization or nonprofit recreational associations or organizations may be made for construction purposes, for operating expenses, or both.

A locality may make like gifts and donations to chambers of commerce which are nonprofit and nonsectarian.

A locality may make like gifts, donations and appropriations of money to industrial development authorities for the purposes of promoting economic development.

A locality may make like gifts and donations to any and all public and private nonprofit organizations and agencies engaged in commemorating historical events.

A locality may make like gifts and donations to any nonprofit organization that is exempt from taxation under § 501(c)(3) of the Internal Revenue Code that is engaged in providing energy efficiency services or promoting energy efficiency within or without the boundaries of the locality.

A locality may make like gifts and donations to any nonprofit organization that is exempt from taxation under § 501(c)(3) of the Internal Revenue Code that is engaged in providing emergency relief to residents, including providing the repair or replacement of private property damaged or destroyed by a natural disaster.

A locality may make like gifts and donations to nonprofit foundations established to support the locality's public parks, libraries, and law enforcement. For the purposes of this paragraph, "donations" to any such foundation shall include the lawful provision of in-kind resources.

A locality may make monetary gifts, donations, and appropriations of money to a public institution of higher education in the Commonwealth that provides services to such locality's residents.

Public library materials that are discarded from their collections may be given to nonprofit organizations that support library functions, including, but not limited to, friends of the library, library advisory boards, library foundations, library trusts and library boards of trustees.

C. Any locality may make gifts and donations of personal property and may deliver such gifts and donations to another governmental entity in or outside of the Commonwealth within the United States.

D. Any locality may by ordinance provide for payment to any volunteer emergency medical services agency that meets the required minimum standards for such volunteer emergency medical services agency set forth in the ordinance a sum for each rescue call the volunteer emergency medical services agency makes for an automobile accident in which a person has been injured on any of the highways or streets in the locality. In addition, unless otherwise prohibited by law, any locality may make appropriations of money to volunteer fire companies or any volunteer emergency medical services agency in an amount sufficient to enroll any qualified member of such volunteer fire company or emergency medical services agency in any program available within the locality intended to defray out-of-pocket expenses for transportation by an emergency medical services vehicle.

E. For the purposes of this section, "donations" shall include the lawful provision of in-kind resources for any event sponsored by the donee and, with respect to any association or other organization furnishing voluntary firefighting services or a nonprofit or volunteer emergency medical services agency, the provision of in-kind resources for contract management services for capital projects; assistance in preparing requests for information, bids, or proposals; and budgeting services.

F. Nothing in this section shall be construed to obligate any locality to appropriate funds to any entity. Such charitable contribution shall be voluntary.

Code 1950, §§ 15-16, 15-16.1, 15-16.2; 1952, c. 381; 1959, Ex. Sess., c. 36; 1960, cc. 50, 225, 453; 1962, c. 623, §§ 15.1-24, 15.1-25, 15.1-26; 1964, c. 32; 1974, c. 514; 1994, cc. 254, 317;1995, c. 333

;1997, c. 587;1998, c. 376;1999, c. 430;2003, c. 182;2004, c. 272;2005, c. 327;2006, c. 118;2007, cc. 292, 592, 641;2008, cc. 612, 632;2010, cc. 509, 600;2014, c. 711;2015, cc. 502, 503;2020, cc. 439, 440;2022, c. 566.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

SPECIAL MEETING
REGULAR MEETING TO FOLLOW at 7:00 PM Town Council

Meeting Date: September 28, 2026 Item #: 13.B.

Agenda Item: Deed of Easement and Vacation of Existing 5-Foot Storm Drainage Easement – 4EVERHOMES LLC

Summary:

It is proposed that the Town accept, pursuant to Virginia Code § 15.2-1800, a 20' storm drainage easement over, across, under and upon portions of Tax Map Nos. 20A7-12-33 and 20A7-12-34, for access to and maintenance of facilities to be constructed by 4EVERHOMES LLC and accepted by the Town for inclusion in the Town's storm drainage system. The proposed Deed of Storm Drainage Easement, with plat attached, is provided for review.

Budget/Funding: N/A

Meetings: September 8, 2026

Proposed Motion: I move that Council approve and accept the Deed of Storm Drainage Easement, pursuant to Virginia Code § 15.2-1800, conveying a 20' storm drainage easement to the Town over, across, under and upon portions of Tax Map Nos. 20A7-12-33 and 20A7-12-34, owned by 4EVERHOMES LLC, and conditionally vacating a 5' storm drainage easement, the deed to be executed by the Mayor on behalf of the Town.

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None

This Deed is exempt from recordation taxes pursuant to Va. Code § 58.1-811(A)(3) as a deed conveying an interest in real estate to a town of the Commonwealth.

Prepared by & return to:	Dana B. Hale, VSB No. 43888 Lemmon & Hale, PLLC 15 Chester St. Front Royal, VA 22630
Tax I.D. #:	20A7-12-33; 20A7-12-34
Consideration:	None

DEED OF STORM DRAINAGE EASEMENT

(Grant of New 20' Storm Drainage Easement; Vacation of Existing 5' Storm Sewer Easement)

THIS DEED OF STORM DRAINAGE EASEMENT is made as of the ____ day of _____, 2026, by and between **4EVERHOMES LLC**, a Virginia limited liability company, hereinafter referred to as "Grantor," and **THE TOWN OF FRONT ROYAL, VIRGINIA**, a municipal corporation, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property situate in the South River Magisterial District, Town of Front Royal, Warren County, Virginia, as shown on the plat entitled "Plat Showing Proposed 20' Wide Storm Drainage Easement Over Tax Map 20A7-12 Parcels 33 and 34" (the "Property") prepared by Brogan Land Surveying, PLC dated August 11, 2026, incorporated herein by reference and recorded among the land records of Warren County concurrently with this Deed (the "Plat").

WHEREAS, an existing five-foot (5') wide storm sewer easement affecting a portion of Parcel 33 was granted to the Town of Front Royal and recorded in Deed Book 268, Page 694, among the land records of Warren County, Virginia (the "Existing Easement"), identified on the Plat as "5' Wide Storm Sewer Easement To the Town of Front Royal Per Deed Book 268/694";

WHEREAS, Grantor desires to grant to Grantee a new twenty-foot (20') wide storm drainage easement ("New Storm Drainage Easement") over portions of Parcel 33 and Parcel 34, identified on the Plat as "20'Wide Storm Drainage Easement, hereby dedicated to the Town of Front Royal per this Plan";

WHEREAS, Grantor further desires, with Grantee's consent and approval, to terminate, vacate, release, and extinguish in its entirety the Existing Easement affecting Parcel 33; and

WHEREAS, Grantee desires to accept the New Storm Drainage Easement and to terminate, vacate, release, and relinquish the Existing Easement in its entirety, subject to the terms set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby covenant and agree as follows:

1. GRANT OF STORM DRAINAGE EASEMENT

Grantor does hereby grant, bargain, sell, and convey unto Grantee, its successors and assigns, a perpetual, non-exclusive storm drainage easement, twenty feet (20') in width, over, across, under, and upon those portions of the Property shown and delineated on the Plat as the "20' Wide Storm Drainage Easement hereby dedicated to the Town of Front Royal per this Plat. The New Storm Drainage Easement burdens portions of both Parcel 33 and Parcel 34.

The New Storm Drainage Easement is granted for stormwater drainage purposes, including the right to construct, install, operate, inspect, maintain, repair, replace, reconstruct, and remove storm drains, pipes, culverts, inlets, manholes, catch basins, outfalls, channels, and related drainage structures and appurtenances within the New Storm Drainage Easement, together with reasonable rights of ingress and egress within the New Storm Drainage Easement as may be necessary for such purposes.

2. TERMINATION, VACATION AND RELEASE OF EXISTING EASEMENT

Grantee, as holder of the Existing Easement, does hereby terminate, vacate, release, relinquish, and extinguish the Existing Easement in its entirety.

Upon recordation of this Deed among the land records of Warren County, Virginia, the Existing Easement shall be of no further force or effect, and neither Grantee nor its successors or assigns shall retain any right, title, interest, easement right, or other claim arising under or by virtue of the Existing Easement.

3. CONSTRUCTION, INSTALLATION, AND RESTORATION

Grantor shall be solely responsible, at Grantor's sole cost and expense, for the initial construction and installation of the storm drainage facilities within the New Storm Drainage Easement, including any relocation shown on the plans approved by Grantee.

Any construction, relocation, installation, repair, or replacement of storm drainage facilities within the New Storm Drainage Easement shall be performed in accordance with applicable Town of Front Royal requirements and any plans approved by Grantee.

Nothing herein shall be construed as obligating Grantee to construct or install any storm drainage facility. If Grantee elects to construct, install, relocate, repair, or replace any storm drainage facility, such work shall be performed in a manner reasonably designed to minimize disturbance to the Grantor's property and shall not unreasonably interfere with Grantor's use and enjoyment of, or access to, the Property. Upon completion of such work, Grantee shall restore any disturbed portions of the Property, as nearly as reasonably practicable, to substantially the condition existing immediately prior to such work.

4. USE OF EASEMENT AREA; OBSTRUCTIONS

Grantor reserves the right to use the New Storm Drainage Easement for any purpose that does not unreasonably interfere with the rights granted to Grantee herein. Grantor shall not erect or place any building or permanent structure within the New Storm Drainage Easement, or materially alter the

grade thereof, in a manner that unreasonably interferes with the storm drainage facilities or Grantee's access thereto, without Grantee's prior written consent.

Upon at least five (5) business days' prior written notice to Grantor or its successor(s) in interest, Grantee may remove or trim trees, shrubs, vegetation, fences, or other obstructions within the New Storm Drainage Easement to the extent reasonably necessary in connection with the construction, installation, operation, inspection, maintenance, repair, replacement, reconstruction, or removal of storm drainage facilities within the New Storm Drainage Easement. Except in connection with the construction or installation of storm drainage facilities, Grantee shall have no right to remove or trim trees, shrubs, or vegetation solely for the purpose of keeping the New Storm Drainage Easement clear where no storm drainage facility has been installed.

In the event of an emergency requiring immediate action to protect persons or property or the functioning of any storm drainage facility, the foregoing advance-notice requirement shall not apply.

Following any entry upon or disturbance of the surface of the New Storm Drainage Easement by Grantee in exercising the rights granted herein, Grantee shall restore the disturbed surface to a reasonably comparable condition, ordinary wear, settlement, and the presence of drainage facilities and appurtenances excepted.

5. MAINTENANCE AND REPAIR

Grantee shall have the right, but not the obligation unless required by law or by separate written agreement, to inspect, maintain, repair, replace, reconstruct, or remove storm drainage facilities within the New Storm Drainage Easement. Grantor shall have no obligation under this Deed to inspect, maintain, repair, replace, reconstruct, or remove such facilities. Nothing herein shall relieve Grantor of any construction, warranty, bonding, or other obligation expressly imposed upon Grantor by an approved plan, permit, separate written agreement, ordinance, or other applicable requirement; provided, however, that no such obligation shall be construed as creating a continuing maintenance obligation under this Deed after the expiration or satisfaction of the applicable requirement.

6. NON-EXCLUSIVITY

The rights conveyed herein are non-exclusive. Grantor reserves all rights in and to the New Storm Drainage Easement not inconsistent with or unreasonably interfering with the rights of Grantee granted herein.

7. RUNNING WITH THE LAND

This Deed of Storm Drainage Easement shall run with the land and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

8. RECORDATION

Grantee, as holder of the Existing Easement, does hereby agree to terminate, vacate, release, relinquish, and extinguish the Existing Easement in its entirety, effective upon recordation of this Deed among the land records of Warren County, Virginia.

Upon such recordation, the Existing Easement shall be of no further force or effect, and neither Grantee nor its successors or assigns shall retain any right, title, interest, easement right, or other claim arising under or by virtue of the Existing Easement.

[SIGNATURES ON THE FOLLOWING PAGES.]

WITNESS the following signature and seal:

By: **4EVERHOMES LLC,**
a Virginia limited liability company

_____ (SEAL)
HAROLD LA TORRE
PRESIDENT

COMMONWEALTH OF VIRGINIA;

WARREN COUNTY, to-wit:

The foregoing instrument was acknowledged before me this 8 day of September, 2026, by Harold La Torre, as President of 4EverHomes LLC, a Virginia limited liability company, on behalf of the company.

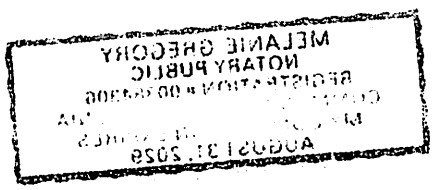
Notary Public: Melanie Gregory

Registration No.: 00384306

My Commission Expires: August 31, 2029

Notary Seal:

MELANIE GREGORY
NOTARY PUBLIC
REGISTRATION # 00384306
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2029


MELANIE GREGORY
NOTARY PUBLIC

WITNESS the following signature and seal:

ACCEPTED AND ACKNOWLEDGED:
TOWN OF FRONT ROYAL, VIRGINIA

By: _____(SEAL)
LORI A. COCKRELL
MAYOR, TOWN OF FRONT ROYAL

COMMONWEALTH OF VIRGINIA;

WARREN COUNTY, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, _____, for the Town of Front Royal, Virginia.

Notary Public: _____

Registration No.: _____

My Commission Expires: _____

APPROVED AS TO FORM

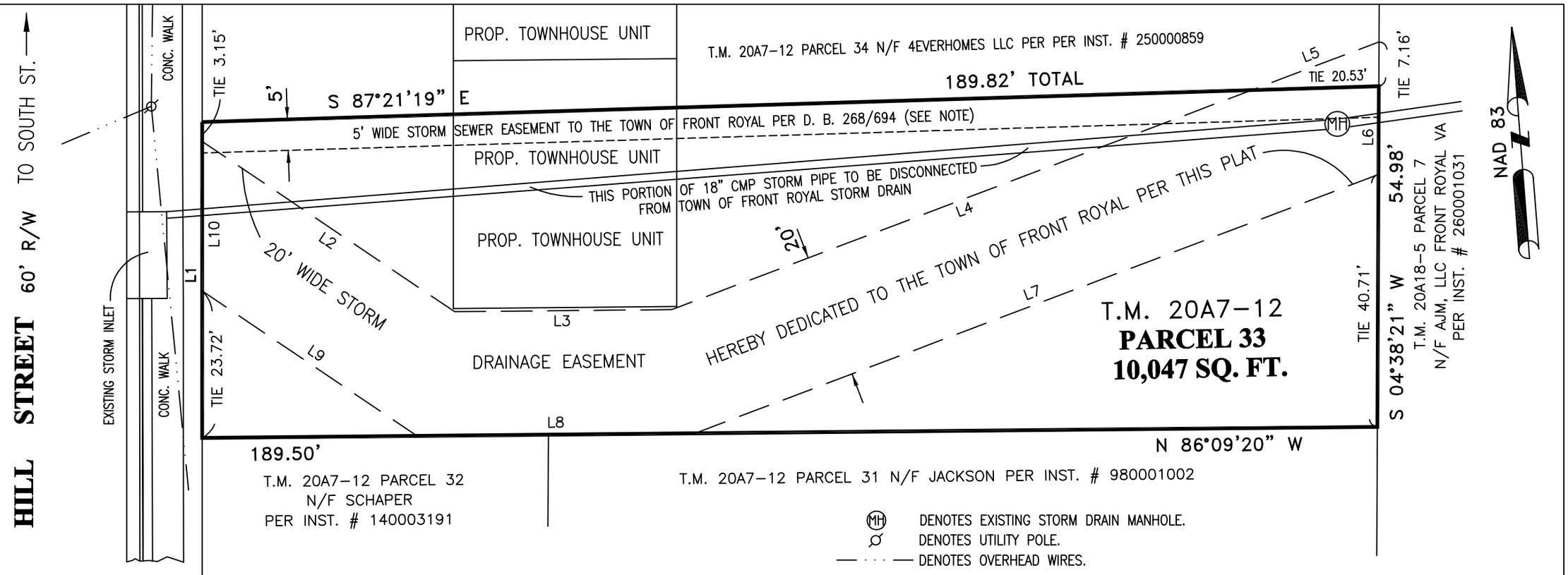
_____
TOWN ATTORNEY

DATE: _____

EXHIBIT A

STORM DRAINAGE EASEMENT / VACATION PLAT

Attach final surveyor-approved plat depicting and labeling both (i) the 20' storm drainage easement hereby created/granted and (ii) the 5' storm sewer easement area hereby vacated.



NOTE: EXISTING 5' WIDE STORM SEWER EASEMENT CONDITIONAL VACATION PER DEED OF 20' WIDE STORM DRAINAGE EASEMENT.

NO TITLE REPORT FURNISHED TO THIS OFFICE.
SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.
DERIVATION OF TITLE TO: 4EVERHOMES LLC
PER INSTRUMENT # 250000859.
PLAT REF: TRACTS 1 AND 2 PER DEED BOOK 111 PAGE 279.
SUBJECT PARCELS SITUATED OUTSIDE THE LIMITS OF THE FEMA FLOOD ZONE.

PLAT SHOWING PROPOSED
20' WIDE STORM DRAIN EASEMENT OVER
TAX MAP 20A7-12 PARCELS 33 AND 34
SOUTH RIVER MAGISTERIAL DISTRICT
TOWN OF FRONT ROYAL
WARREN COUNTY, VA.

LINE	BEARING	DISTANCE
L1	N 04°23'19" E	51.00'
L2	S 51°35'10" E	49.09'
L3	S 86°09'20" E	35.04'
L4	N 73°37'53" E	99.97'
L5	N 73°37'53" E	21.98'
L6	S 04°38'21" W	21.42'
L7	S 73°37'53" W	117.83'
L8	N 86°09'20" W	44.83'
L9	N 51°35'10" W	41.81'
L10	N 04°23'19" E	24.13'

0 20 40
SCALE 1" = 20'

PREPARED BY
BROGAN LAND SURVEYING, PLC
P.O. BOX 1578,
FRONT ROYAL, VA. 22630
tel&fax (540)635-5657
AUGUST 11, 2026

COMMONWEALTH OF VIRGINIA
Joseph G. Brogan Jr.
JOSEPH G. BROGAN, JR.
Lic No. 3209
8/11/2026
LAND SURVEYOR

SPECIAL MEETING
REGULAR MEETING TO FOLLOW at 7:00 PM Town Council

Meeting Date: September 28, 2026 Item #: 13.C.

Agenda Item: Proposed Extension of Moratorium on Data Center Applications

Summary: Council is requested to consider adoption of a resolution extending the current temporary ninety (90) day moratorium on the acceptance of land use applications for data center development within the Town of Front Royal for an additional sixty (60) days while the Town continues the legislative process to define and address data center uses in the Zoning Ordinance.

On June 22, 2026, Town Council directed staff and the Planning Commission to prepare a zoning text amendment defining data centers and prohibiting data centers within the Town of Front Royal in all zoning districts, while establishing a temporary moratorium on data center applications. The temporary moratorium was placed into effect on July 6, 2026, for a period of ninety (90) days, expiring October 4, 2026.

Council will consider whether to extend the temporary moratorium for an additional sixty (60) days and, if approved, the extension would continue the moratorium while the Town completes the legislative process regarding data center uses.

Budget/Funding:

Meetings: Public Hearing, June 22, 2026
Resolution July 6, 2026

Proposed Motion: I move that Council adopt the Resolution Extending the Temporary Sixty (60) Day Moratorium on the Acceptance of Data Center Land Use Applications for an additional ninety (90) days, as presented.

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None

RESOLUTION EXTENDING TEMPORARY MORATORIUM ON ACCEPTANCE OF DATA CENTER LAND USE APPLICATIONS

WHEREAS, on June 22, 2026, the Town Council approved the following motion:

"I move that Town Council deny the proposed zoning text amendments to Town Code §175-3 and §175-64 that would define and permit data centers within the Industrial Employment District (I-2) by Special Use Permit. Further, I move that Council direct staff and the Planning Commission to prepare and return to Council within sixty (60) days a zoning text amendment defining data centers vs technology and prohibiting data centers within the Town of Front Royal in all zoning districts, while establishing a temporary moratorium on data center applications due to infrastructure, utility, environmental, fiscal, and community impacts. This direction is made pursuant to the Town's zoning authority under Virginia Code §15.2-2280, *et seq*., and based upon Council's determination that data center development will adversely impact the health, safety, welfare, infrastructure capacity, environmental resources, and character of the Town of Front Royal."; and,

WHEREAS, to allow time for the zoning text amendment process to occur, on July 2, 2026, the Town Council imposed a temporary ninety (90) day moratorium on the acceptance of data center land use applications, recognizing that the imposition of a temporary moratorium requires administrative action rather than a legislative zoning text amendment; and,

WHEREAS, pursuant to Town Council's referral, the Town's Planning Commission did initiate the process of drafting a proposed text amendment to the Town's zoning ordinance defining and prohibiting data center use within the Town, with the intent of making a recommendation to Town Council regarding the adoption of such proposed text amendment following a public hearing; and,

WHEREAS, it was anticipated that Council would receive a proposed text amendment from the Planning Commission, along with their recommendation regarding its adoption, in time for Council to hold a public hearing on the amendment during an August, 2026 meeting; and,

WHEREAS, while Council did receive the Planning Commission's proposed text amendment and recommendation in a timely manner, Council chose to refer the proposed text to outside legal counsel for review and possible recommendations for alternative text, and to delay the public hearing until October; and,

WHEREAS, in order to preserve the status quo and protect the health, safety, welfare of the citizens of the Town during the legislative process in furtherance of public necessity, convenience, general welfare, and good zoning practice, Town Council believes it necessary to extend for sixty (60) days the temporary moratorium on the acceptance of data center land use applications, including, but not limited to, rezonings, special uses, and site development plans

DRAFT

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Front Royal that the temporary ninety (90) day moratorium on the acceptance of data center land use applications, as that use is commonly understood and defined above, for purposes including but not limited to rezonings, special uses, and site development plans, is hereby extended for sixty (60) days, with Town staff directed to implement and comply with this temporary moratorium.

This Resolution is effective upon passage.

APPROVED:

_____
Lori A. Cockrell, Mayor

ATTEST:

_____
Hillary Wilfong, Clerk of Council

This Resolution was approved at the Regular Work Session meeting of the Town Council of the Town of Front Royal conducted on _____, 2026 upon the following recorded vote:

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

****

Approved as to Form and Legality:

_____
George M. Sonnett, Jr., Town Attorney Dated: _____

DRAFT