



REGULAR TOWN COUNCIL MEETING
Monday, February 13, 2017 @ 7:00pm
Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of the Regular Council Meeting minutes of January 23, 2017
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
 - a. Report of special committees or Town officials and Town Manager.
 - * **Report from Northern Shenandoah Valley Regional Commission – Brandon Davis**
 - * **Report from County of Warren – Brandi Rosser**
 - * **Report from Interim Director of Energy Services**
 - b. Requests and inquiries of Council members.
 - c. Report of the Mayor
 - d. Proposals for addition/deletion of items to the Agenda.
7. **CONSENT AGENDA ITEMS** – (ROLL CALL VOTE REQUIRED) NONE
8. **PUBLIC HEARING TO RECEIVE PUBLIC COMMENT** on the Possible Sale of Town-Owned Real Estate – Portion of 15th Street – Cool Harbor Motel
9. **COUNCIL APPROVAL** – Resolution to Vacate/Convey Town Real Estate - Cool Harbor Motel
10. **COUNCIL APPROVAL** – Ordinance Confirming Sale of Town Real Estate – 520A E. 6th Street
11. **COUNCIL APPROVAL** – Executive Search Consulting Services Contract – Springsted, Inc.
12. **COUNCIL APPROVAL** – Compensation and Classification Study – Paypoint HR
13. **COUNCIL APPROVAL** – Budget Amendment for Slurry Seal of Secondary Roads

TOWN COUNCIL WORK SESSION

February 13, 2017 @ 7:00pm immediately following Regular Meeting

Town/Staff Related Issues:

1. Property Maintenance – *Director of Planning/Zoning*

8



Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 8

Meeting Date: February 13, 2017

Agenda Item: PUBLIC HEARING to Receive Public Comment on Possible Sale of Town Real Estate – Portion of 15th Street - Cool Harbor Motel

Summary: Council is requested to receive comments and concerns from the public as to the possible sale of the Town's improved real estate of approximately 675 square foot land parcel with improvements (being a small portion of the existing Cool Harbor Motel), being an unpaved portion of 15th Street. This real estate is located at 141 and 143 W. 15th Street on the north side of W 15th Street, and is more particularly shown on a plat of survey titled "ALTA/ACSM LAND TITLE SURVEY FOR PARCEL 'B', LOTS 9-11, LOT 8-A-1, AND LOT 5-A-1, LIBER:246 FOLIO: 506, WARREN COUNTY, VIRGINIA, prepared by Fitzroy J. Bertrand, L.S. Rec. No. 900255, dated 2/18/2016.

Budget/Funding: None

Attachments: Advertisement, Letter of Request from Cool Harbor, Survey

Meetings: Work Session held January 3, 2017, Regular meeting held January 9, 2017

Staff

Recommendation: Approval ✓ Denial

Proposed Motion: No action to be taken

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JW

December 1st, 2016

Town of Front Royal
Attn: Douglas Napier, Town Attorney
102 East Main Street
Front Royal, VA 22630

Re: Cool Harbor Motel: Purchase of Land Encroachment

Dear Mr. Napier:

On February 18th, 2016, we purchased the Cool Harbor Motel located at 141 and 143 West 15th Street, Front Royal, Virginia. As part of that purchase, a portion of our financing is being made in conjunction with the Small Business Administration's (SBA) 504 Program, funding of which has been delayed due to the existing encroachment of a portion of our building on a town easement. Specifically, a portion of our existing building addition encroaches upon the dedicated right-of-way of 15th Street, approximately 220-260 feet East of its intersection with North Shenandoah Avenue.

We, along with the former owners, have had a long-standing lease with the town that has allowed for the encroachment, which is currently valid through June 30th, 2022. Typically, the SBA allows for these leases to exist; however, there are specific requirements that must be met. Namely, SBA requires that the lease between the town and property owner be for at least the length of the SBA loan (20 years), and the lease must not be terminated "at will" by the lessor. It is our understanding that the town is prohibited from fulfilling either of these requirements. Further, we have learned that affirmative title insurance coverage is not available on the portion of our building that is in the encroachment, since the lease will expire prior to the end of the SBA term loan. SBA will not provide funding without full title insurance coverage.

In order to finalize our purchase financing, we are formally expressing our interest in purchasing the small portion of the town's land that our building is situated on. The purchase will have a number of positive results for both our business and the town:

1. Allow us to finalize the purchase financing of the hotel property utilizing the SBA's 504 Program;
2. Allow us to perfect our ownership in the real estate property;
3. Provide sales income to the Town of Front Royal through the sale of the small portion of land;
4. Ensure our ongoing hotel operations, which benefits the economic development goals of the town with continued job creation and retention, as well as a continuation of tax revenue streams.

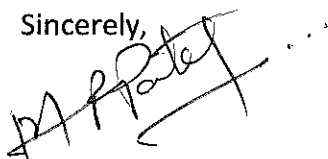
As you may also be aware, part of our goal within the next 12 months is to fully renovate the motel under the Motel 6 franchise flag, and perfecting our full ownership of the real estate is a

key part of that transition that must be completed as soon as possible. Once complete, the motel property is expected to generate increased revenue, which benefits our business and the town as a whole.

We would like to move forward with this as quickly and expeditiously as possible; our goal is to close on this by January 15th, 2017. The portion of our permanent financing to be provided by the SBA 504 Program is currently being held by Summit Bank under a temporary/bridge loan that matures in January 2017, so finalizing this purchase by then is vital to our ongoing business operations.

I have attached a copy of our property survey for your review. Please let me know what additional information you require from us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mahesh Patel', with a large, sweeping flourish extending from the end of the name.

Mahesh Patel

President

Ariahnna Corporation dba Cool Harbor Motel

141 and 143 West 15th Street

Front Royal, Virginia

Phone: 248-730-0913

Email: mahesh30patel@gmail.com



HORIZONS
GENERAL CONTRACTING

276-243-6768

Name Coll Harbor Motel

Date 8-30-16

Address 141 West 15th ST.

City Front Royal Va 22630

1. Scope of Work: After obtaining all necessary permits demolish one side of (2) story apts to remove back (49) feet to include roof line.

2. Rebuild the same and finish all interior space.

Total 30,795.⁰⁰

Micah T. McKinnon
MICAH T. MCKINNON,
GENERAL CONTRACTOR

8-30-16
DATE

[Signature]
CUSTOMER OF SERVICES

08/30/16
DATE

**G6 HOSPITALITY FRANCHISING LLC
FRANCHISE AGREEMENT TERMS SHEET**

Development Director: Rick Schaeffer

Date: June 22, 2016

Brand: Motel 6

Type: Conversion

Room Count: 60

Address, City and State: 141 West 15th Street, Front Royal, VA 22630

Franchisee (entity): Jigneshkumar Patel

Contact Name: Jigneshkumar Patel

If existing Franchisee, city, state and location # of other properties: Motel 6 Roanoke, VA #4824 and Lake Charles, LA #8703

Contract Terms (the following terms are only applicable if you sign and return the Franchise Agreement by 6/30/16):

1. Franchise Fee: \$23,000 (multi-unit owner discount). Franchise fee must be issued and returned with the execution of the Franchise Agreement.
2. Protected Territory: An eight (8) mile radius from the Approved Location.
3. Royalty Fee Structure: 4% for years 1 through 3; 3.5% for years 4 through 6; 4% for years 7 through 9; and 5% for the remainder of the Term.
4. Mutual Termination Windows: 5 and 10 years from the Opening Date.
5. Other Terms: (1) The Renovation Assistance Fee of \$5,000 is due 30 days after the Opening Date; (2) the software license fee of \$6,500 is waived; (3) liquidated damages will be capped at \$50,000; (4) a \$10,000 post-opening credit will be issued as follows: \$5,000 after the Opening Date and \$5,000 45 days after the Opening Date; (5) the transfer fee will be waived provided it is applied for within six (6) months from the Effective Date.

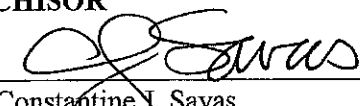
I have reviewed and agree in principal to the above-referenced terms and I understand that these terms are not binding on G6 Hospitality Franchising LLC until these terms are incorporated into a written, signed Franchise Agreement between the parties. No representation, understanding or agreement, oral or written, have been made or relied upon for this Franchise Agreement Term Sheet other than as specifically set forth herein. If this document is altered by the prospective franchisee, it shall become null and void.

FRANCHISEE

By: 

Name: Jigneshkumar Patel

FRANCHISOR

By: 

Name: Constantine J. Savas

Title: Executive Vice President, Franchise Development and Management



U. S. SMALL BUSINESS ADMINISTRATION
Virginia (Richmond) District Office
400 North 8th Street, Eleventh Floor
Richmond, VA 23219

November 7, 2016

Ariahnna Corporation dba Cool Harbor Motel (operating company)
Attention Mahesh Patel, President and Mahesh Patel & Ashika Deshpande, borrowers
141 and 143 West 15th Street
Front Royal, VA 22630

Dear Mr. Patel:

The purpose of this letter is to explain the Small Business Administration's position in objecting to an encroachment on the project collateral securing a loan to Mahesh Patel & Ashika Deshpande, borrowers dba Cool Harbor Motel.

By the terms and conditions of SBA's regulations, policies and most specifically, the loan authorization, SBA must be provided, in part, an unimpaired 2nd deed of trust lien position on project property located at 141 and 143 West 15th Street, Front Royal, VA. An encroachment has been identified of an improvement that has been built on land not owned by the borrower.

My job, as District Counsel, requires that I issue a legal opinion, supported by a valid title policy on the premises. Due to the encroachment, I could not opine on SBA's the required unencumbered lien position. The title company was unable to provide the necessary endorsement over this issue. SBA was not and is not will to bear the potential risk of loss due to such an encroachment. Moreover, a quick review of the lease showed that it could be terminated "at will" of the Town and was for only a fraction of the term of SBA's indebtedness.

Due to the discovery of this impediment in title on the project property, SBA will be unable to close on this loan. The only way that I can foresee resolution is for the borrower to purchase the land covering the encroachment from the Town of Front Royal. The Title Company at that time should be in a position to provide an adequate coverage in their policy without exception for this encroachment.

It is my hope that you will be successful in eliminating this encroachment so that we may proceed with closing.

Sincerely,

Dawn DiBenedetto
Attorney, U.S. Small Business Administration

cc: J. DiStefano, President Rappahannock Certified Development Company



10 November 2016

Town of Front Royal
Attn: Douglas Napier, Town Attorney
102 East Main Street
Front Royal, VA 22630

RE: Cool Harbor Motel

Dear Mr. Napier:

Thank you for your assistance over these last several months as we have all worked towards the closing on Mahesh Patel's purchase of the Cool Harbor Motel.

As you may recall, Mr. Patel's purchase of that real estate property is being financed, in part, through the Small Business Administration's 504 Program, which our organization facilitates. Our closing has been delayed by several months due to the building's encroachment on the town's land, with those specific issues outlined in the SBA's letter dated November 7th. As a result, Mr. Patel is seeking to work with the town in purchasing that small section of land from the town, which is the only avenue available at this point in order to be eligible for financing under the SBA 504 Program.

Mr. Patel has also informed us that he is in the process of transitioning the hotel to operate under the Motel 6 flag. We believe this is a good move, as it provides national brand recognition to the business and will require several improvements to the property that will only increase its value and attractiveness. For the town, the potential for increased sales and real estate tax revenue is much greater, and the business's growth is also projected to create additional jobs, which is good for the town and is also an economic development goal for the SBA Program. We fully support that transition; however, we can only move towards that once we are able to finalize our financing, which requires the purchase of the additional land from the town.

I'm happy to help you and Mr. Patel in any way. If I can be of further assistance, or if you would like to discuss, please feel free to reach out to me.

Sincerely,

Joe DiStefano

Joe DiStefano
President
Rappahannock Economic Development Corporation
1125 Jefferson Davis Hwy, Suite 420
Fredericksburg VA 22406
Office: 540-373-2897
Cell: 540-226-6131



TOWN OF FRONT ROYAL
INVITATION FOR BID
SALE OF TOWN PROPERTY

TAKE NOTICE: That on February 13, 2017, at 7 P. M. Town Council will hold a public hearing to receive comments and concerns from the public that they may have as to the possible sale of the Town's real estate of approximately 675 sq. ft. land parcel with improvements (being a small portion of the existing Cool Harbor Motel), being an unpaved portion of 15th Street. This real estate is located at 141 and 143 West 15th Street, Town of Front Royal, Warren County, Virginia, on the North side of West 15th Street., and is more particularly shown on a plat of survey titled "ALTA/ACSM LAND TITLE SURVEY FOR PARCEL 'B', LOTS 9-11, LOT 8-A-1, AND LOT 5-A-1, LIBER: 246 FOLIO: 506, WARREN COUNTY, VIRGINIA, prepared by Fitzroy J. Bertrand, L.S. Rec. No. 900255, dated 02/18/2016, (hereinafter the "Property"). Following the public hearing, Town Council may determine that the Property is surplus, the Town does not desire to maintain it, and its sale to a private owner would not inconvenience the public. If the Property is sold, its sale will be on an "As Is/Where is" basis, and in its present condition. If the Town Council decides to sell the Property as a result of the public hearing, Town Council may decide it will be advertised for sale by bidding, decide when the bidding and sale will take place, and further bidding instructions for the public will be published and forthcoming thereafter. A copy of the Town's policy as to sale of its real estate is governed by Town Code Section 1-22, and a copy of the referenced plat of survey, are both available for inspection on its website at www.frontroyal.com, and at the office of the Town Manager located on the second floor of the Town Hall at 102 East Main Street, Front Royal, VA 22630.

All interested citizens are invited to attend this public hearing to express their views.

MAYOR AND TOWN COUNCIL
TOWN OF FRONT ROYAL, VIRGINIA

Publish: Northern Virginia Daily – January 28 and February 4, 2017

Warren Sentinel - February 9, 2017

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT #P-12051VA
EFFECTIVE DATE OF COMMITMENT JANUARY 19, 2016

SCHEDULE A

LEGAL DESCRIPTION

BEING FOUR (4) PARCELS OF LAND, TOGETHER WITH ALL APPURTENANCES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, SITUATE IN THE SHENANDOAH MAGISTERIAL DISTRICT OF WARREN COUNTY, VIRGINIA, LYING ON THE NORTH SIDE OF WEST 15TH STREET IN THE TOWN OF FRONT ROYAL, VIRGINIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE:

BEGINNING FOR THE FIRST AT A POINT ON THE NORTHERN RIGHT-OF-WAY LINE OF THE SAID 15TH STREET, SAID POINT BEING 90 FEET EAST FROM A CONCRETE MONUMENT FOUND AT THE CORNER OF SHENANDOAH AVENUE AND THE SAID WEST 15TH STREET, SAID POINT ALSO BEING 60 FEET WEST FROM THE EDGE OF A 12 FOOT PUBLIC ALLEY AS SHOWN AND DELINEATED ON A PLAT OF SUBDIVISION KNOWN AS "J.L. BORDEN SUBDIVISION" AND BEING DULY RECORDED AMONG THE LAND RECORDS OF WARREN COUNTY, VIRGINIA IN PLAT BOOK 2, IN PAGE 157, THENCE LEAVING THE NORTHERN RIGHT-OF-WAY LINE OF SAID WEST 15TH STREET

1) N01°00'00"E, 150.00 FEET TO THE SOUTHERN LINE OF THE PROPERTY NOW OR FORMERLY OWNED BY WALTON, THENCE

2) S89°00'00"E 79.70 FEET TO AN IRON PIPE FOUND IN A STONE WALL, SAID POINT ALSO BEING ON THE WESTERN EDGE OF THE SAID 12 FOOT PUBLIC ALLEY, THENCE BINDING AND RUNNING CONTINUOUSLY ALONG THE WESTERN EDGE OF SAID ALLEY

3) S08°29'00"W, 151.30 FEET TO A REBAR FOUND IN THE ASPHALT ON THE NORTHERN RIGHT-OF-WAY LINE OF THE SAID WEST 15TH STREET, THENCE LEAVING THE SAID 12 FOOT ALLEY AND BINDING AND RUNNING CONTINUOUS WITH THE NORTHERN RIGHT-OF-WAY LINE OF THE SAID WEST 15TH STREET,

4) N89°00'00"W, 60.00 FEET TO THE POINT OF BEGINNING, CONTAINING 9,728 SQUARE FEET, OR 0.22332 OF AN ACRE OF LAND, MORE OR LESS

PARCEL TWO:

BEGINNING FOR THE SECOND AT A REBAR FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF THE SAID 15TH STREET, SAID POINT BEING 162.10 FEET EAST FROM A CONCRETE MONUMENT FOUND AT THE CORNER OF SHENANDOAH AVENUE AND THE SAID WEST 15TH STREET, AND SAID POINT ALSO BEING ON THE EASTERN EDGE OF THE AFOREMENTIONED 12 FOOT PUBLIC ALLEY, THENCE LEAVING THE NORTHERN RIGHT-OF-WAY LINE OF SAID WEST 15TH STREET AND BINDING AND RUNNING CONTINUOUS WITH THE EASTERN LINE OF THE SAID ALLEY

1) N08°29'00"E, 284.40 FEET TO A POINT AT THE SOUTHERN LINE OF A 20 FOOT PUBLIC ALLEY AS SHOWN ON THE AFOREMENTIONED PLAT OF SUBDIVISION, THENCE BINDING AND RUNNING CONTINUOUSLY WITH THE SOUTHERN LINE OF THE JUST MENTIONED 20 FOOT ALLEY,

2) N88°30'00"E 113.07 FEET TO THE NORTHWEST CORNER OF LOT 8-A-1, BLOCK 68 AS DELINEATED ON A PLAT OF SUBDIVISION KNOWN AS "SURVEY OF LOTS 5-A, 6-A-1, AND 8-A, BLOCK 68 OF THE J.L. BORDEN SUBDIVISION RECORDED IN P.B. 2, PG. 157" IN THE SHENANDOAH MAGISTERIAL DISTRICT OF WARREN COUNTY, AND DULY RECORDED IN THE SAID LAND RECORDS AS INSTRUMENT NO. 010009027, SAID LOT 8-A-1 ALSO BEING THE THIRD PARCEL DESCRIBED MORE PARTICULARLY HEREIN, THENCE BINDING AND RUNNING REVERSELY ALONG SAID WESTERN LOT LINE

3) S01°00'00"W, 286.10 FEET TO THE NORTHERN RIGHT-OF-WAY LINE OF THE SAID WEST 15TH STREET, THENCE LEAVING THE SAID WESTERN LOT LINE AND BINDING AND RUNNING CONTINUOUS WITH THE NORTHERN RIGHT-OF-WAY LINE OF THE SAID WEST 15TH STREET,

4) N89°00'00"W, 150.00 FEET TO THE POINT OF BEGINNING, CONTAINING 37,307 SQUARE FEET, OR 0.85645 OF AN ACRE OF LAND, MORE OR LESS

PARCEL THREE:

BEGINNING FOR THE THIRD AT A POINT ON THE NORTHERN RIGHT-OF-WAY LINE OF THE SAID 15TH STREET, SAID POINT BEING 312.10 FEET EAST FROM A CONCRETE MONUMENT FOUND AT THE CORNER OF SHENANDOAH AVENUE AND THE SAID WEST 15TH STREET, AND SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE AFOREMENTIONED LOT 8-A-1 AND THE SOUTHEASTERN CORNER OF THE JUST DESCRIBED SECOND PARCEL, THENCE LEAVING THE SAID RIGHT-OF-WAY LINE AND RUNNING REVERSELY WITH THE 4TH LINE IN THE SAID SECOND PARCEL

1) N01°00'00"E, 286.10 FEET TO A POINT AT THE SOUTHERN LINE OF A 20 FOOT PUBLIC ALLEY AS SHOWN ON THE AFOREMENTIONED PLAT OF SUBDIVISION, THENCE BINDING AND RUNNING CONTINUOUSLY WITH THE SOUTHERN LINE OF THE JUST MENTIONED 20 FOOT ALLEY

2) N88°30'00"E 50.05 FEET TO THE WESTERN EDGE OF THE UNIMPROVED WEST 16TH STREET AS SHOWN ON SAID SUBDIVISION, THENCE RUNNING PARTIALLY ALONG THE SAID WEST 16TH STREET

3) S01°00'00"W 138.28 FEET, THENCE

4) S89°00'00"E, 70.00 FEET TO THE NORTHWEST CORNER OF LOT 5-A-1 AS DELINEATED IN THE AFOREMENTIONED SUBDIVISION, SAID LOT 5-A-1 ALSO BEING MORE PARTICULARLY DESCRIBED AS THE FOURTH PARCEL HEREIN, THENCE RUNNING REVERSELY AND BINDING WITH THE WESTERN LINE OF THE SAID LOT 5-A-1

5) S01°00'00"W 150.00 FEET TO THE NORTHERN RIGHT-OF-WAY LINE OF THE SAID WEST 15TH STREET, THENCE LEAVING THE SAID WESTERN LOT LINE AND BINDING AND RUNNING CONTINUOUS WITH THE NORTHERN RIGHT-OF-WAY LINE OF THE SAID WEST 15TH STREET,

6) N89°00'00"W, 120.00 FEET TO THE POINT OF BEGINNING, CONTAINING 24,859 SQUARE FEET, OR 0.57068 OF AN ACRE OF LAND, MORE OR LESS

PARCEL FOUR:

BEGINNING FOR THE FOURTH AT POINT ON THE NORTHERN RIGHT-OF-WAY LINE OF THE SAID WEST 15TH STREET, SAID POINT BEING 432.10 FEET EAST FROM A CONCRETE MONUMENT FOUND AT THE CORNER OF SHENANDOAH AVENUE AND THE SAID WEST 15TH STREET, AND SAID POINT ALSO BEING THE SOUTHEASTERN CORNER OF THE AFOREMENTIONED LOT 8-A-1 AND THE SOUTHEASTERN CORNER OF THE JUST DESCRIBED THIRD PARCEL, THENCE LEAVING THE SAID RIGHT-OF-WAY LINE AND RUNNING REVERSELY WITH THE 5TH LINE IN THE SAID THIRD PARCEL

1) N01°00'00"E, 150.00 FEET TO A POINT ON THE SOUTHERN BOUNDARY LINE OF LOT 6-B AS DELINEATED ON THE SAID J.L. BORDEN SUBDIVISION, THENCE RUNNING ALONG SAID SOUTHERN LINE

2) S89°00'00"E 80.00 FEET TO THE WESTERN BOUNDARY LINE OF LOT 4-A AS SHOWN AND DELINEATED ON THE SAID J.L. BORDEN SUBDIVISION, THENCE BINDING AND RUNNING ALONG SAID WESTERN LOT LINE,

3) S01°00'00"W, 150.00 FEET TO A REBAR FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF THE SAID WEST 15TH STREET, THENCE LEAVING THE SAID WESTERN LOT LINE AND BINDING AND RUNNING CONTINUOUS WITH THE NORTHERN RIGHT-OF-WAY LINE OF THE SAID WEST 15TH STREET,

4) N89°00'00"W, 80.00 FEET TO THE POINT OF BEGINNING, CONTAINING 12,000 SQUARE FEET, OR 0.27548 OF AN ACRE OF LAND, MORE OR LESS

CONTAINING IN ALL 1.92593 COMPUTED ACRES OF LAND, MORE OR LESS, AS SURVEYED BY REAL ESTATE SURVEYORS AND DEVELOPERS, LAND SURVEYORS, IN FEBRUARY OF 2016. ALTERNATELY SHOWN AS TOTALING 2.006 ACRES AS WRITTEN IN THE LAND RECORDS OF WARREN COUNTY, VIRGINIA.

LEGEND

These standard symbols will be found in the drawing.

UTILITY POLE	⊙
SIGN	+
SEWER MANHOLE	⊗
WATER VALVE / METER	WV
GAS VALVE / METER	GV
LIGHTPOLE	☆
STORM DRAIN MANHOLE	⊕
PROPERTY LINE	---
CHAIN LINK FENCE	----
WOOD FENCE	~~~~~

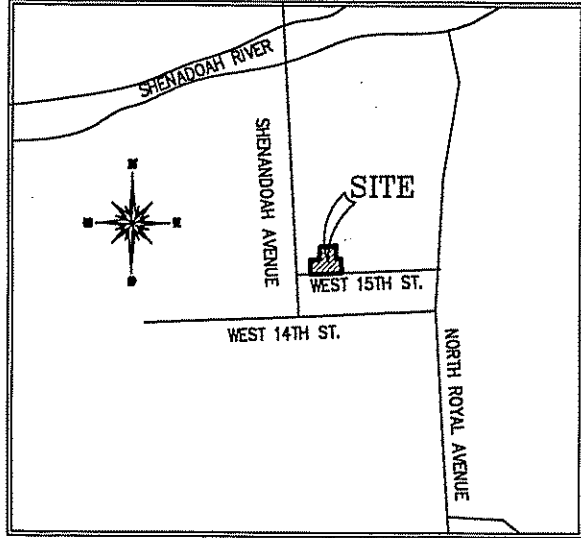
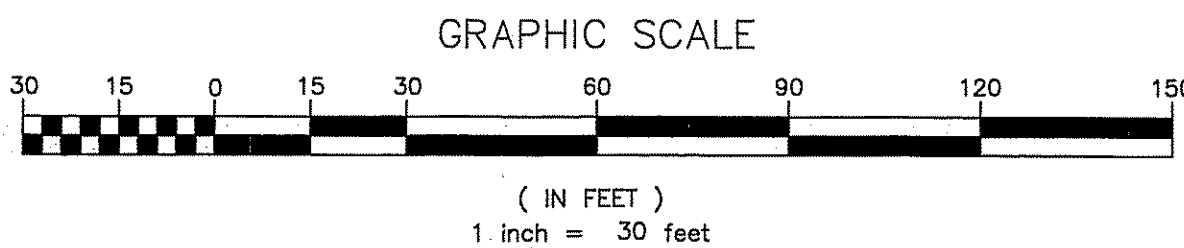
SCHEDULE B: SECTION II

THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY:

ITEMS 1-14 ARE NOT PLOTTABLE AND / OR NOT SURVEY RELATED

15. SUBJECT TO EASEMENTS, RIGHTS OF WAY RECORDED AS INSTRUMENT NO. 98008030, 010009027, AND IN BOOK 246, PAGE 506, AMONG THE LAND RECORDS OF WARREN COUNTY, VIRGINIA. (SHOWN)

16. DEED AUTHORIZING AN ENCROACHMENT ON A PUBLIC WAY OR PLACE FROM THE TOWN OF FRONT ROYAL, VIRGINIA, A MUNICIPAL CORPORATION, GRANT AND CONVEY TO SOLID GOLD, INC., A VIRGINIA CORPORATION, THE AUTHORIZATION OF AN ENCROACHMENT OF A RETAINING WALL WITHIN AN ALLEY, PURSUANT TO VIRGINIA CODE §15.2-2009 AS DEPICTED ON A CERTAIN PLAT AND SURVEY THEREOF PREPARED BY JOSEPH G. BROGAN, SR., CERTIFIED LAND SURVEYOR, DATED DECEMBER 12, 2000, ENTITLED "SURVEY OF A 12' ALLEY ON THE NORTH SIDE OF 15TH STREET, AT THE COOL HARBOR MOTEL, SHENANDOAH MAGISTERIAL DISTRICT, TOWN OF FRONT ROYAL, VA.", DATED JULY 20TH, 2002, AND RECORDED MAY 6TH, 2003 AS INSTRUMENT NO. 030004940 IN THE CLERK'S OFFICE OF WARREN COUNTY, VIRGINIA. (NOT PLOTTABLE; ENCROACHMENT NOTED)



VICINITY MAP
SCALE: 1"=2000'

NOTES:

- HORIZONTAL DATUM IS BASED UPON DEED BOOK 246 AT FOLIO 506
- NO PORTION OF THE PROPERTY SHOWN ON THE SURVEY LIES WITHIN A SPECIAL FLOOD HAZARD AREA, AS DESCRIBED ON THE FLOOD INSURANCE RATE MAP 51187C 0112 C, EFFECTIVE DATE: JUNE 3, 2008. FOR THE COMMUNITY IN WHICH THE SUBJECT PROPERTY IS LOCATED, THE SUBJECT PROPERTY LIES WITHIN ZONE "X". AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN.
- UTILITY PLANS FOR ELECTRIC, GAS AND TELEPHONE ARE NOT AVAILABLE AT THIS TIME.
- THIS PROPERTY IS ZONED C-1
- PARKING SPACES:
0 REGULAR SPACES
0 HANDICAP SPACES
- OWNER: SOLID GOLD INC.
- PREMISES ADDRESS: 141 WEST 15TH STREET, FRONT ROYAL, VA 22830
- AT TIME OF SURVEY, THERE WAS SUBSTANTIAL SNOW COVER, SO SOME IMPROVEMENTS MAY NOT BE SHOWN.

SURVEYOR'S CERTIFICATE

FITZROY J. BERTRAND, A LICENSED LAND SURVEYOR LEGALLY DOING BUSINESS IN THE COMMONWEALTH OF VIRGINIA, DOES HEREBY CERTIFY TO (i) FIRST AMERICAN TITLE INSURANCE COMPANY, (ii) STRATEGIC TITLE GROUP, (iii) SHARMA LAW GROUP, (iv) RAPPAPORTNICK ECONOMIC DEVELOPMENT CORPORATION, AND (v) SUBMIT COMMUNITY BANK, ITS SUCCESSORS AND/OR ASSIGNS AS THEIR INTERESTS MAY APPEAR:

- THE ACCOMPANYING SURVEY REPRESENTS AN ACCURATE SURVEY MADE ON THE GROUND BY ME ON JANUARY 15, 2016, OF THE LAND THEREIN PARTICULARLY DESCRIBED, AND CORRECTLY SHOWS THE AREAS OF THE SUBJECT PROPERTY, THE LOCATION AND TYPE OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE SUBJECT PROPERTY, AND ANY OTHER MATTERS SITUATED ON THE SUBJECT PROPERTY,
- THE TITLE LINES AND LINES OF ACTUAL POSSESSION ARE THE SAME,
- THE PROPERTY DESCRIBED HEREIN IS THE SAME AS THE PROPERTY DESCRIBED IN COMMITMENT NUMBER P-12051VA, WITH AN EFFECTIVE DATE OF JANUARY 19, 2016 AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A CAREFUL PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY,
- THE LOCATION OF SAID BUILDINGS AND IMPROVEMENTS IS NOT IN VIOLATION OF ANY (i) SETBACK REQUIREMENTS OR (ii) OTHER RESTRICTIONS OF RECORD REFERENCED IN THE TITLE INSURANCE COMMITMENT DESCRIBED ABOVE,
- ALL UTILITY SERVICES REQUIRED FOR THE OPERATION OF THE PREMISES ENTER THE PREMISES THROUGH ADJOINING PUBLIC STREETS, OR THE SURVEY SHOWS THE POINT OF ENTRY AND LOCATION OF ANY UTILITIES THAT PASS THROUGH OR ARE LOCATED ON ADJOINING LAND,
- THERE ARE NO OBSERVABLE ENCROACHMENTS ON THE ADJOINING PROPERTIES, STREETS, OR ALLEYS BY ANY OF THE SAID BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS SITUATED ON ADJOINING PROPERTY, EXCEPT AS SHOWN
- THERE ARE NO PARTY WALLS OR VISIBLE ENCROACHMENTS IN SAID DESCRIBED PROPERTY BY STREETS, ALLEYS OR BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS SITUATED ON ADJOINING PROPERTY, EXCEPT AS SHOWN
- ANY DISCHARGE INTO STREAMS, RIVERS OR OTHER CONVEYANCE SYSTEM IS SHOWN ON THE SURVEY SPECIFICALLY AND DESCRIBED IN THE NOTES SECTION OF THE SURVEY,
- SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 51187C 0112 C, WITH A DATE OF IDENTIFICATION OF JUNE 3, 2008 IN WARREN COUNTY IN THE COMMONWEALTH OF VIRGINIA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES ARE SITUATED,
- THE SUBJECT PROPERTY HAS ACCESS TO AND FROM A DULY DEDICATED AND ACCEPTED PUBLIC STREET OR HIGHWAY, WEST 15TH STREET,
- THE SUBJECT PROPERTY DOES NOT SERVE ANY ADJOINING PROPERTY FOR DRAINAGE, UTILITIES, OR INGRESS OR EGRESS,
- THE TOTAL NUMBER OF STRIPED PARKING SPACES ON THE SUBJECT PROPERTY IS 0, INCLUDING 0 DESIGNATED HANDICAP SPACES; AND 0 REGULAR SPACES,
- THE RECORD DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA / ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM, AND INCLUDES ITEMS 1-4, 6(b), 7(A), 8, 9, 10, 11(A), 13, 20(A) AND 20(B) OF TABLE A THEREOF.

cd/18/2016
DATE:

FITZROY J. BERTRAND, L.S.
REG. NO. 900255

ALTA / ACSM LAND TITLE SURVEY FOR
PARCEL "B", LOTS 9-11, LOT 8-A-1,
AND LOT 5-A-1
LIBER: 246 FOLIO: 506
WARREN COUNTY, VIRGINIA

Real Estate Surveyors & Developers, LLC

Readmitted, Commercial, Industrial and Land Surveys
LAND SURVEYORS AND TITLE INSURANCE
FOLIO 506, WARREN COUNTY, VA
LANCEL MORTLAND 20207
TEL: (804) 686-1800 FAX: (804) 686-1808
WWW.RESDLLC.COM

REVISIONS

DATE:	01-28-16
JOB NUMBER:	4748-16
FILE NUMBER:	141 WEST 15TH
PLOTTED:	02-18-2016
DRAWN BY:	D.S.

ALTA/ACSM
LAND TITLE
SURVEY

SHEET
1
1 of 1

9



Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 9

Meeting Date: February 17, 2017

Agenda Item: COUNCIL APPROVAL – Resolution for the Vacation and Conveyance of a Portion of W.15th Street – Cool Harbor Motel

Summary: Due to a portion of the Cool Harbor Motel being built on a 675 square foot portion of W. 15th Street that is Town-owned, many years ago, Section 18, paragraph 4 of the Town Charter authorizes Town Council to “narrow” streets in Front Royal and Virginia Code §15.2-2006-2008 provides that municipal charters may provide for alteration or vacation of public streets in a manner differing from the methods provided by general law (*Town Vacation of Streets/ Alleys Policy*) and the part thereof to be vacated need not be sold at bid but may be purchased by any abutting property owner. Therefore, Council is requested to consider approval of a resolution that the 675 square foot portion of W. 15th Street be vacated and conveyed to Arihanna Corporation dba Cool Harbor Motel for the sum of \$100.00 and that the current lease with Solid Gold, Inc. dba Cool Harbor be null and void upon final execution of the vacation and conveyance, as presented. Council is requested to direct the Mayor, Town Manager and Town Attorney to execute all necessary documents.

Budget/Funding: None

Attachments: Resolution and Lease

Meetings: None

Staff

Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council approve a resolution to vacate and convey a 675 square foot portion of W. 15th Street to Arihanna Corporation dba Cool Harbor Motel for the sum of \$100.00 and that the current lease with Solid Gold, Inc., dba Cool Harbor Motel be null and void, as presented. I further move that the Council direct the Mayor, Town Manager and Town Attorney to execute all necessary documents.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW

**RESOLUTION FOR THE NARROWING AND VACATION
OF A PORTION OF WEST OF WEST 15TH STREET**

WHEREAS, the Town Council of the Town of Front Royal, Virginia (“Town Council”) has preliminarily determined that an approximately 675 square foot unpaved portion of the Town’s public right of way on the north side West 15th Street in the Town of Front Royal, Warren County, Virginia, on which a small portion of the existing Cool Harbor Motel is located and has been inadvertently located for decades (the “Property”), is surplus property and is Property that the Town no longer wishes to maintain and ought to be sold to Arihanna Corporation dba Cool Harbor Motel; and

WHEREAS, Section 18, paragraph no. 4, of the Town Charter, authorizes Town Council with power “to make such ordinances, orders, bylaws and regulations as they may deem proper and necessary to carry out the following powers”... “To ... narrow ... streets ... in said town [of Front Royal]”; and

WHEREAS, Virginia Code §§ 15.2-2006-2008 provides that municipal charters may provide for alteration or vacation of public streets and alleys in a manner differing from the methods provided by general law and the part thereof to be vacated need not be sold at bid but may be purchased “by any abutting property owner” and the sales “price shall be no greater than the property's fair market value or its contributory value to the abutting property owner”; and

WHEREAS, Arihanna Corporation, dba Cool Harbor Motel has requested that the Town sell or vacate the Property to it so that it can obtain a Motel 6 Franchise which will entail a Small Business Administration Loan, which in turn requires that the Town convey the Property to Arihanna Corporation or that Arihanna Corporation tear down the part of its Motel encroaching on West 15th Street, a major expense to it; and

WHEREAS, Town Council finds that it is in the best interests of the Town and its inhabitants that, rather than selling the Property at bid, that the Property be vacated and conveyed to Arihanna Corporation dba Cool Harbor Motel under the legal authority aforesaid; and

NOW, THEREFORE, BE IT RESOLVED, that the Property be vacated and conveyed to Arihanna Corporation dba Cool Harbor Motel for the sum of One Hundred Dollars (\$100.00); and that the Mayor, the Town Manager, and the Town Attorney execute all documents necessary and appropriate to effectuate this Resolution; and

BE IT FURTHER RESOLVED that the existing lease for the Property be terminated and declared null and void on the date a deed of bargain and sale to the Property is executed by the Town.

THIS RESOLUTION was adopted by the following vote of Town Council, all of whom were present and voting, of Town Council who voted “Yes” below at a Regular Meeting of the Town Council of Front Royal, Virginia, on February 13, 2017

Motion to Approve by: _____

Seconded by: _____

APPROVED:

Hollis L. Tharpe, Mayor

Town Council Members:

John P. Connolly Yes/No

Bébhinn C. Egger Yes/No

Christopher S. Morrison Yes/No

Jacob Meza Yes/No

William A. Sealock Yes/No

Eugene R. Tewalt Yes/No

Attest:

Jennifer E. Berry, CMC, Clerk of Council

Approved as to form:

Douglas W. Napier,
Town Attorney

Date

THIS LEASE EXTENSION made and entered into this 8TH day of June, 2015, for a term as set forth herein, effective the 1st day of July, 2017, by and between the **TOWN OF FRONT ROYAL, VIRGINIA**, a Municipal Corporation, hereinafter referred to as the "Town", and **SOLID GOLD, INC.** a Virginia Corporation, hereinafter called the "Lessee".

WHEREAS, the Town and Lessee entered into a lease dated September 23, 2002, for a term beginning July 1, 2002, and ending June 30, 2017, for a portion of the right-of-way of 15th Street consisting of 675 square feet, more or less, as shown on the cross-hatched area designated as the "Lease Area" on the plat titled '**PLAT, HOMER C. LEHEW PROPERTY, FIFTEENTH STREET, FRONT ROYAL, VA.**', dated December 31, 1956, made by S. M. Boyd, Jr. C.L.S., and revised June 13th, 2002, which said Lease Area was occasioned by a portion of the existing building addition of Solid Gold property, currently known as the Cool Harbor Motel, which encroaches upon the dedicated public right of way of 15th Street approximately 220-260 feet east of its intersection with North Shenandoah Avenue in the Town of Front Royal, Warren County, Virginia (herein after referred to as the "Lease Area"); and

WHEREAS, the Town is willing to authorize said encroachment upon said Lease Area in said public way for so long as said building so encroaches and subject to all applicable terms and conditions of the Charter of the Town of Front Royal, Virginia, and the following terms and conditions:

WITNESSETH: For and consideration of the mutual agreements herein contained, and in further consideration of the sum of THREE HUNDRED DOLLARS (\$300.00) per year paid by the Lessee to the Town during the term of this Lease, the parties hereto do mutually consent and agree as follows:

1. Town hereby leases and demises unto the Lessee the Lease Area.
2. The term of this lease is for a period of five (5) years, beginning July 1, 2017, and ending June 30, 2022.
3. The rent under this lease is payable in advance to the Town on or before the first (1st) day July, 2017, in an annual rental payment of Three Hundred Dollars (\$300.00), and on or before the same day of each year thereafter during the term of this Lease and any extensions hereunder.
4. All utilities pertaining to the Leased Area shall be maintained in Lessee's name and shall be the responsibility of the Lessee to pay.
5. During the term of this Lease and any extension hereunder, the Town, its agents, officers, invitees, and employees shall not be responsible for loss or injury to persons or property occurring on or in connection with use of the Lease Area and Lessee shall hold Lessor, its agents, officers, invitees, and employees harmless from any liability or claims occurring on or in connection with use of the Lease Area.
6. Lessee shall use and maintain the Lease Area as limited to a motel room(s) and storage of a portion of an encroaching addition and apartment attached to and a part of the existing Cool Harbor Motel premises. Lessee shall keep and maintain in good repair the interior and exterior of Lessee's premises at Lessee's expense. Lessee shall not permit any unlawful activity to be conducted on the Lease Area or store any hazardous or other

substance that would affect the insurability of the Lease Area or that would violate any local, state, or local law or regulation concerning use of the Lease Area.

7. Acceptance of the Lease Area by Lessee shall be construed as recognition that the Lease Area is accepted by the Lessee "As Is". Lessee shall remove all items of personal property at the expiration of this Lease. Lessee shall not cause any additions, improvements, or alterations to the Lease Area, except repairs and maintenance to the existing Cool Harbor Motel premises, without the prior written permission of the Lessor. Any permitted additions or alterations shall be performed at the sole expense of Lessee by reputable workmen and contractors approved in advance by the Town. The Town shall have no obligation to make any repairs, maintenance, or improvements to the Lease Area.

8. Nothing herein is intended nor shall be construed as preventing the Town from exercising its powers of eminent domain as otherwise permitted by law. Lessee acknowledges that, absent the authorization granted herein, the Town could require the removal of the encroachment into the Lease Area at Lessee's sole expense.

9. Lessee may assign and transfer this Lease to successors or assigns of Lessees who may purchase or lease the Cool Harbor motel as a motel.

10. In the event that the Lessee, its successors or assigns, remove and dismantle the addition or apartment now existing on the leased premises and not replace the same within six (6) months, this Lease shall terminate and the rights and responsibilities of the Lessee in the Lease Area shall be extinguished.

11. The interpretation of the provisions of this Lease shall be in accordance with the laws of the State of Virginia.

12. Modification of the terms and conditions of this Lease shall not be permitted, unless agreed to in writing and executed with the same formality as this Lease.

13. This Lease and the terms thereof shall be binding upon the successors, assigns, and heirs of the parties hereto.

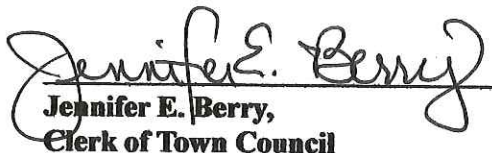
IN WITNESS WHEREOF the parties have executed this lease the day and year first above written.

TOWN OF FRONT ROYAL, VIRGINIA

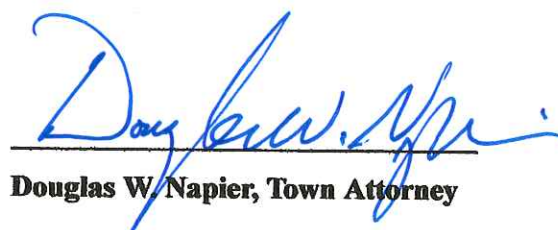
By: _____

Hon. Timothy W. Darr, Mayor

ATTEST:


Jennifer E. Berry,
Clerk of Town Council

APPROVED AS TO FORM:


Douglas W. Napier, Town Attorney

10



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 10

Meeting Date: February 13, 2017

Agenda Item: COUNCIL APPROVAL – Sale of Town Real Estate at 520 E. 6th Street

Summary: At the January 9, 2017 regular Council meeting, Council received public input pertaining to the possible sale of the Town's improved real estate located at 520A E. 6th Street (Tax Map No 20A4721) and approved a resolution authorizing the sale. The property has been advertised for sale and bids have been accepted. Tonight Council is requested to open bids and take desired action.

Budget/Funding: None

Attachments: Ordinance, Resolution, Appraisal, Advertisement

Meetings: Work Session held January 3, 2017, Public Hearing held January 9, 2017

Staff

Recommendation: Approval ✓ Denial

Proposed Motions:

- 1) I move that Council go into Closed Meeting at the close of regular meeting tonight to discuss the disposition of publicly held real property, specifically, the Town's improved real estate located at 520A E. 6th Street (Tax Map No 20A4721), pursuant to Section 2.2-3711. A.3., where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.

[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.

- 2) I move that Council approve an ordinance accepting the bid of from , as presented
- 3) I move that Council defer action until regular Council meeting of February 27, 2017.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: *ju*

ORDINANCE

WHEREAS, the Town Council of the Town of Front Royal has received a bid from _____ in the amount of _____ Dollars (\$_____.00) seeking a conveyance in fee simple of the Town's improved real estate, with all rights appertaining thereto, located at located at 520 A East 6th Street, Town of Front Royal, Warren County, Virginia, **TAX MAP NUMBER 20 A 4 7 2 1** formerly used by the Town's Department of Energy Services, (the "Property").

WHEREAS, Town Council has previously, on October 24, 2016, adopted a Resolution to set the terms of the sale of the Property, according to the requirements contained in Town Code Section 1-22 A. 2., and has this date conducted a fully advertised Public Hearing as to whether or not the conveyance of the Property is in the best interests of the Town.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the Town Council of the Town of Front Royal, Virginia, in accordance with Va. Code § 15.2-2100, *et seq.*, and in accordance with Town Code Section 1-22 A. that the conveyance of the Property to _____ with Special Warranty of Title, is hereby authorized as the best bid according to the terms and conditions set forth in the Resolution of Town Council previously described;

AND BE IT FURTHER ORDAINED that the Mayor is hereby designated and authorized to execute a Deed with Special Warranty of Title for the Property to _____ on behalf of Town Council.

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on February 13, 2017, upon the following recorded vote to become effective immediately.

APPROVED:

Hollis L. Tharpe Mayor

Town Council Members:

John P. Connolly Yes/No

Bébhinn C. Egger Yes/No

Christopher S. Morrison Yes/No

Jacob Meza Yes/No

William A. Sealock Yes/No

Eugene R. Tewalt Yes/No

ATTEST:

Jennifer E. Berry, CMC, Clerk of Council

A public hearing on the above was held on _____, 2016, having been advertised in the Northern Virginia Daily on _____, 2016, and _____, 2016.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

**RESOLUTION AUTHORIZING THE SALE OF THE DEPARTMENT
OF ENERGY SERVICES BUILDING ON SIXTH STREET**

WHEREAS, the Town Council of the Town of Front Royal, Virginia (“Town Council”) has determined that the Town’s improved real estate located at 520 A East 6th Street, Town of Front Royal, Warren County, Virginia, Tax Map. No. 20 A 4 7 2 1, formerly used by the Town’s Department of Energy Services, (the “Property”), is surplus property and is Property that the Town no longer wishes to maintain; and

WHEREAS, on January 9, 2017, Town Council conducted a public hearing on the question of the sale of the Property and received comments and concerns from the public that the public may have as to the possible sale of the Property in accordance with Town Code Section 1-22. A; and

WHEREAS, Town Council has considered the information received during the public hearing and has determined it is in the best interests of the Town that it offer the Property for sale and follow the provisions of Town Code Section 1-22. A, to accept or reject the best bid for the sale of the Property.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Town Council that it is in the public’s and in the Town’s interest that the Property be advertised in the time and manner for receipt of bids as required by Town Code Section 1-22. A. for the sale of the Property; and

BE IT FURTHER RESOLVED that the Mayor and Town Council hereby confirm that acceptance or rejection of the best bid received for final sale of the Property will occur at the _____, 2017 Meeting.

THIS RESOLUTION was adopted by the following vote of Town Council, including the Vice-Mayor, all of whom were present and voting, of Town Council voting “Yes” below at a Regular Meeting of the Town Council of Front Royal, Virginia, on January 9, 2017:

Motion to Approve by: _____

Seconded by: _____

Votes and Approvals (next page):

APPROVED:

Hollis L. Tharpe, Mayor

Town Council Members:

John P. Connolly _____

Jacob Meza _____

Eugene R. Tewalt _____

Bébhinn C. Egger _____

William A. Sealock _____

Attest:

Jennifer E. Berry, CMC, Clerk of Council

Approved as to form:

Douglas W. Napier,
Town Attorney

Date



TOWN OF FRONT ROYAL
INVITATION FOR BID
SALE OF TOWN PROPERTY

Pursuant to the Town of Front Royal Town Code Section 1-22.A, notice is hereby given that during their regular meeting held January 9, 2017, the Town Council approved the possible sale of a .37 acre land parcel with improvements, which include a 4500 square foot, one story metal and concrete building. This real estate is located at 520A East Sixth Street (former Energy Services building), Town of Front Royal, Warren County, Virginia, Tax Map 20A4721. The sale of this property will be on an "As Is/Where is" basis, and in its present condition. The Town makes no warranties or representations as to the condition of the property except as to title. Town Council determined that said property is surplus, the Town no longer desires to maintain it, and its vacation and sale to a private owner would not inconvenience the public. Copies of the Town's policy as to sale of its real estate is governed by the Town Code, available for inspection on its website www.frontroyalva.com, and at the office of the Town Manager located on the second floor of the Town Hall, 102 East Main Street, Front Royal, Virginia 22630.

Sealed bids will be received in the Purchasing Department until 4:00 P.M., local prevailing time, Monday, February 13, 2017. Fax or email bids will not be accepted. The Town of Front Royal is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the bidder to ensure that its quotation reaches the Town of Front Royal Purchasing Department by the designated date and hour.

Bids are to be mailed to Town of Front Royal. ATTN: Cynthia A. Hartman, Purchasing Agent, P.O. Box 1560, Front Royal, VA 22630. Bids may also be hand delivered until the scheduled date and time shown above to the Purchasing Department, 102 E. Main Street, Front Royal. The outermost envelope for which a bid is contained therein must be clearly marked "SEALED BID - ENERGY SERVICES BUILDING". All bids will remain sealed and in the hands of the Purchasing Agent until the next regular Town Council meeting.

Quotations will be opened during the regular Town Council meeting to be held on Monday, February 13, 2017. At that time, the Council may accept the best bid, as deemed in its judgment, to be in the best interest of the Town of Front Royal. The Town reserves the right to accept or reject any or all bids.

All bidders agree that if successful in purchasing the property, cash money is to be paid at closing.

11



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 11

Meeting Date: February 13, 2017

Agenda Item: COUNCIL APPROVAL – Executive Search Consulting Services Contract – Springsted, Inc.

Summary: Council is requested to consider approval of Option 1 of the Executive Search Consulting Services Contract with Springsted, Inc. from the Commonwealth of Virginia Contracted Executive Search Firms, in the amount of \$16,500 plus \$4,500 for single position for a total of \$21,000, as presented.

Budget/Funding: Springsted, Inc. (1101 – 43002) Town Council - Professional Services

Attachments: Contract information from Commonwealth of Virginia, Department of Human Resource Management

Meetings: Work Sessions held December 5, 2016 and January 3, January 17, February 6, 2017

Staff

Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council approve Option 1 of the Executive Search Consulting Services Contract with Springsted, Inc. from the Commonwealth of Virginia Contracted Executive Search Firms, in the amount of \$16,500 plus \$4,500 for single position for a total of \$21,000, as presented.

ROLL CALL VOTED REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW



COMMONWEALTH of VIRGINIA

SARA REDDING WILSON
DIRECTOR

Department of Human Resource Management

101 N. 14TH STREET
JAMES MONROE BUILDING, 12TH FLOOR
RICHMOND, VIRGINIA 23219
(804) 225-2131
(TTY) 711

January 20, 2017
Commonwealth of Virginia Contract Modification
Contract DHRM14-01

Waters Company, a Springsted Company. ("Contractor") and the Commonwealth of Virginia, Department of Human Resource Management ("Purchasing Agency") hereby modify the contract for Executive Search Consulting Services effective April 25, 2014.

1. Whereas; the Purchasing Agency wishes to add the Town of Front Royal for usage of this contract effective January 20, 2017.

All other terms and conditions will remain unchanged and in full effect.

Waters Company, a Springsted Company

Commonwealth of Virginia
Department of Human Resource
Management

By: _____

John Anzivino

Name: John Anzivino

Title: Senior Vice President

Date: 1/24/17

By: _____

Sara R. Wilson

Name: Sara R. Wilson

Title: Director DHRM

Date: 1/30/2017

By: _____

Rueyenne White 1/25/17

Name: Rueyenne White

Title: Director AHRS

Date: _____

By: _____

Todd Hopkins

Name: Todd Hopkins

Title: Procurement Specialist

Date: 1/25/2017

Commonwealth of Virginia Contracted Executive Search Firms

Contract Number: DHRM14-01

Contract Title: Executive Search Consulting Services

Contract Period: April 25, 2014 through April 24, 2016

Company Name	Contact	SWAM Status	Cost Per Search	Type of Positions
Colin Baenziger & Associates	Colin Baenziger, Project Manager Owner & Principal Colin Baenziger & Associates 2055 South Atlantic Avenue, Suite 504 Daytona Beach Shores, FL 32118 (561) 707-3537 - OFFICE (888) 635-2430 - FAX Colin@cb-asso.com	Pending	*Fixed Fee \$19,000; additional \$750 per finalist background check <u>*See Vendor Proposal for billing details.</u>	High-Level - positions requiring specialized qualifications and experience in disciplines critical to the Commonwealth's business operations.
Springsted, Inc.	John A. Anzivino, Project Director Senior Vice President & Client Representative Springsted, Inc. 1564 East Parham Road Richmond, VA 23228-2360 (804) 726-9750 - OFFICE (804) 726-9752 - FAX janzivino@springsted.com	None	* <u>Option 1</u> - \$16,500 plus \$4,500 for single position; * <u>Option 2</u> - \$15,250 plus up to \$4,000 out of pocket expenses for single position in the same department with initial profile development and report presentation conducted electronically; * <u>Option 3</u> - \$14,250 initial profile development and report presentation conducted electronically per position and \$14,750 per position if onsite interviews and presentation are required. <u>*See Vendor Proposal for billing details.</u>	High-Level - positions requiring specialized qualifications and experience in disciplines critical to the Commonwealth's business operations.

DHRM 14-01
April 25, 2014

4. Price

Professional Fee

Springsted Incorporated will perform all the services delineated in this proposal for the Commonwealth's executive level positions search for a professional fee of \$16,500 plus direct out-of-pocket expenses.

Out-of-Pocket Expenses

Springsted would charge the Commonwealth, at cost, for actual out-of-pocket expenses. Out-of-pocket expenses included, but are not limited to, travel and sustenance, overnight or messenger deliveries, conference calling beyond our internal capabilities, photocopying and mailing, advertising costs, video and/or interview costs and reference and background check costs. Direct out-of-pocket expenses are not-expected-to-exceed \$4,600 for each recruitment.

The following chart shows an estimate of hours required to perform all services under the Contract, by category:

	Estimated Professional Fee	Out-of-Pocket Expenses
Position Analysis	\$ 2,500	\$ 250 (1)
Recruitment	4,500	3,150 (2)
Preliminary Screening	3,200	
Identification of Semi-finalists	3,000	250 (3)
Selection of Finalists / Candidate Presentation	3,300	950 (4)
TOTAL	\$16,500	\$4,600

- (1) Includes travel costs for initial meetings for interviews with agency or department and other groups
- (2) Includes advertising costs, printing of profiles, overnighting of materials to certain candidates
- (3) Includes printing of semi-finalist report and travel costs for presentation to agency or department
- (4) Includes travel costs to coordinate interviews, printing of final report and background investigation by Springsted investigator of top candidate

Should the department or agency not select a candidate from the initial finalists, Springsted will continue to work with the agency or department to identify an additional group of finalists. The Commonwealth shall only be billed for additional out of pocket expenses required to develop the additional pool of candidates.

Springsted bills our clients monthly on percentage of work completed, net thirty (30) days from time of invoice.

**Optional or Additional
Service Fees**

Additional or expanded work requested by the Commonwealth for will be billed at the following hourly rates. Springsted would prefer, however, to negotiate a fixed price for each future engagement.

Springsted's 2014 hourly rates are:

Hourly Rate	
Principal/Senior Officer	\$220
Officer/Project Manager	\$190
Senior Associate	\$155
Associate	\$145
Support Staff	\$65

12



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 12

Meeting Date: February 17, 2017

Agenda Item: COUNCIL APPROVAL – Compensation/Classification Study – Paypoint HR

Summary: Council was presented with three proposals for a compensation and classification study at previous work session. Council directed staff to engage Paypoint HR to evaluate their bid. After evaluating, staff recommends moving forward with Paypoint HR. Council is requested to consider approval of a Compensation/Classification Study to be performed by Paypoint HR in the amount of \$25,750.

Budget/Funding: Compensation Study (1202 – 43002) Human Resources-Professional Services

Attachments: Paypoint HR RFP

Meetings: Work Sessions held December 5, 2016, January 17 and February 6, 2017

Staff

Recommendation: Approval ✓ Denial _____

Proposed Motion: I move that Council approve a Compensation and Classification Study to be performed by Paypoint HR in the amount of \$25,750.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW



RFP #36 – Compensation and Classification Study
January 24, 2017 – 1pm

Principals

Town of Front Royal

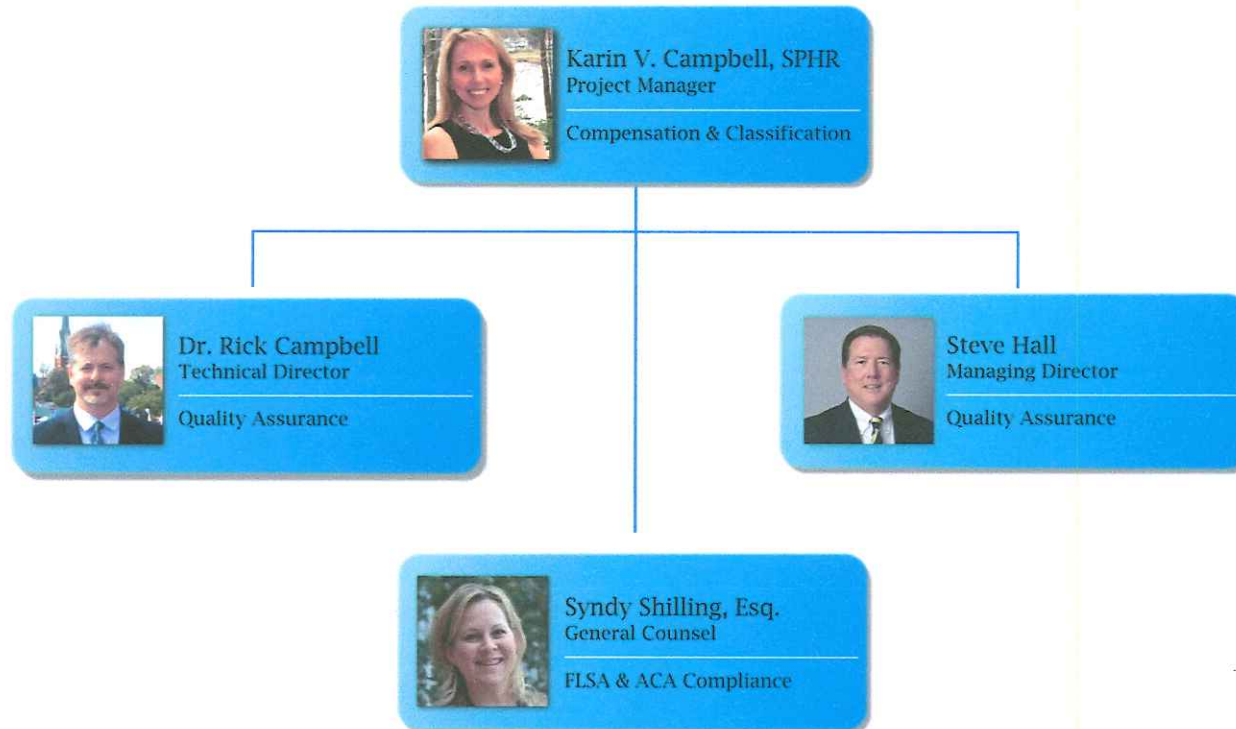
Joe Waltz - Town Manager
Julie Bush - Director of Human Resources
Laura Scholtz - Risk & Personnel Manager
B.J. Wilson - Director of Finance

Paypoint HR

Karin Campbell - Program Manager
Steve Hall - Managing Director
Dr. Rick Campbell - Technical Director
Syndy Shilling, Esq. - General Counsel



Paypoint HR



Our Competitive Advantages

Service Ability – We have worked with a variety of organizations. Our smallest client had (7) employees and our largest with up to 18,000 employees. A typical client has 50 to 2500 employees.

Experience – Our team members each have several decades of experience in HR, Compensation & Classification. Each member has there own specialty area within Human Resources.

Compliance – We adhere to industry best practices when conducting surveys and generating deliverables. We stay plugged in to the ever changing employment regulations.

Data – Using NASA/Big Data Analysis Techniques we find trends that “standard” analyses cannot.

Workload – Our team is dedicated to your project. We assign a project lead and have staff able to be deployed when needed.

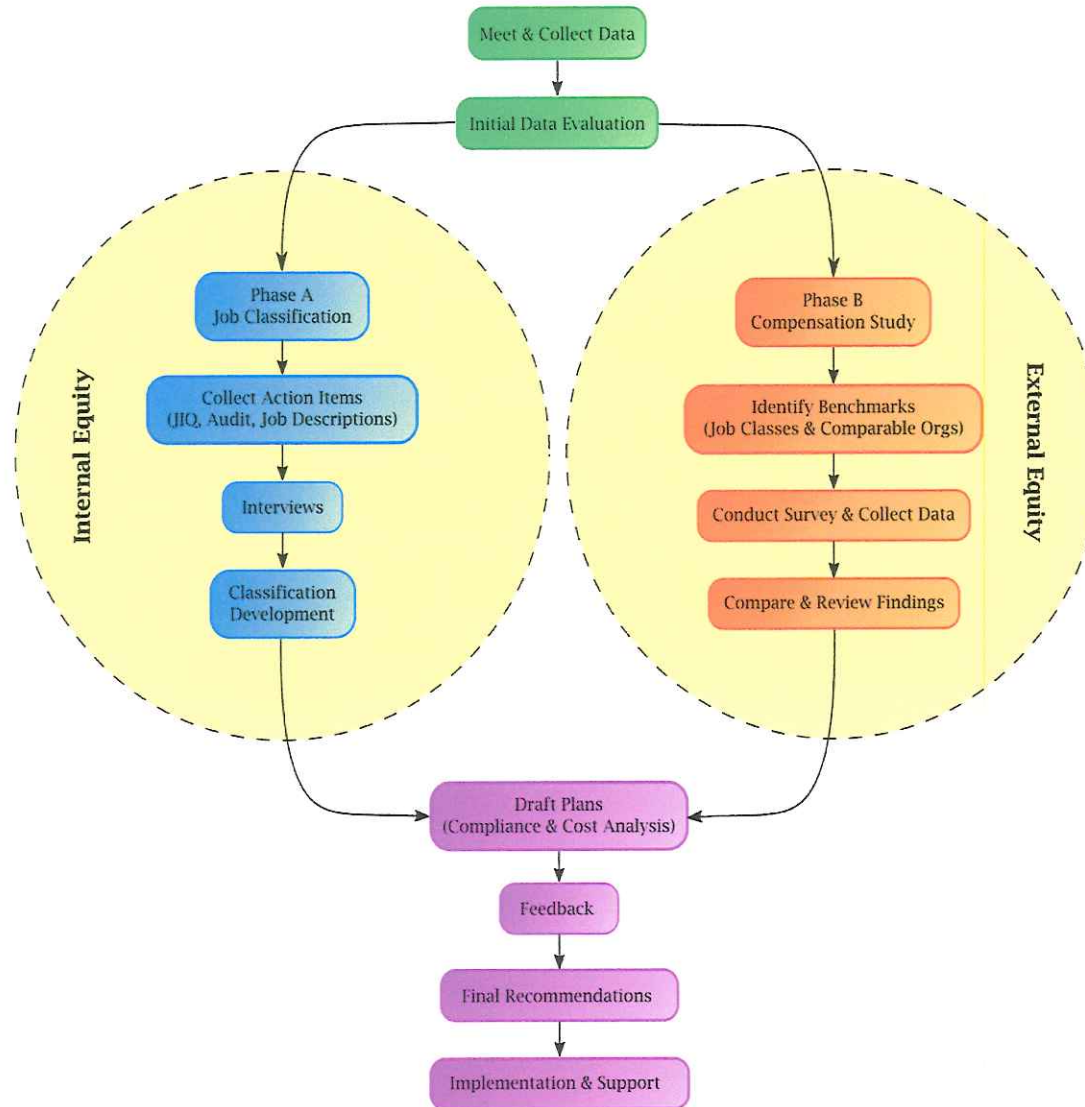
Technology – Position Vantage Point (PVP), our proprietary cloud based software allows for more convenient and timely job analysis.



Scope of Work

- A. **Job Analysis** – Consider duties, responsibilities, education requirements, and other relevant factors.
- B. **New/Revised Job Descriptions** – Update compliant job descriptions for existing and recommended job titles.
- C. **Market Survey and Analysis of Findings**
 - Determine Positions to Benchmark: Front Royal has (161) Full-time and (16) part-time employees.
 - Determine Full List of Comparators including:
Warren County, Town of Strasburg, Shenandoah County, City of Winchester, Town of Leesburg, Town of Luray, Page County, Town of Culpeper, Town of Warrenton, Town of Woodstock, Dominion Power, Rappahannock Electric Cooperative, and Fauquier Water Authority.
- D. **Development of a Recommended Pay Scale**
- E. **Recommendations for Future Adjustments**

Methodology Flow Chart



Project Timeline

Milestones

- To begin the study
 - Front Royal's decision for study to get underway & contract ratification
 - Paypoint HR's ability to begin the project
- Key drivers for conducting the study
 - Budgeting cycle
 - Town Council Approval
 - Implementation



Project Communication Plan

PROJECT COMMUNICATION TABLE			
Document	Recipients	Responsibilities	Update frequency
Executive Project Announcement Letter	All Staff	City Council/City Manager	None
Project Schedule Timeline	All Staff	Paypoint HR & Client Project Team	At least monthly
Initial Data Exchange	Paypoint HR	Client Project Team	At the beginning of the project through completion of Phase A
Memos/Bulletins/Progress Updates	All Staff	Paypoint HR & Client Project Team	Periodic throughout the study until completion
FAQ's	All Staff	Paypoint HR & Client Project Team	At the initial briefing
Position Vantage Point Questionnaires and Interview Documents	All Staff	Paypoint HR & Client Project Team	Developed beginning
Interim Report	Client Project Team	Paypoint HR	Once at the end of Phase A
Management and Employee Buy-In Materials/Updated Job Descriptions	All Staff	Paypoint HR	After completion of questionnaires and interviews appropriate
Informal Appeals	All Staff	Paypoint HR with	Review

PROJECT TEAM & TASK FORCE ASSIGNMENTS			
Name of team	Team goals	Team leads	Team roles
Project Team	Pre-project, mid-project and post-project communication	HR will be the main contact for the study and will coordinate meeting times, locations, and timing for communication	The Project Team will help establish ground rules for the study and give suggestions for benchmarked positions and comparator agencies.
Task Force	Reinforce clear communication and participation of their employee groups	Department Heads	The Task Force will be the liaison between the Project Team and the employees. The role of the participants is to ensure clear communication channels, give feedback on types and timing of communication, and help ensure participation by employees in the PVP. The Task Force may also provide input on the job family hierarchy and help establish internal job

Approach to Classification

- Collect initial data
- Kick-off meeting
- Establish baselines and client data file
- Gain understanding of current system
- Develop initial outline of internal equity areas of improvement
- Review/analyze position evaluation factors
- Make initial recommendations & review with project team
- Review with staff and conduct informal appeals
- Write draft report
- Review draft report for feedback and make any changes
- Create Interim Report

Approach to Classification

Position Vantage Point



Background

First Name

First name only

Middle Name

Middle name only

Last Name

Last name only

Job Title

Example: Clerk Typist

Job Category

Administrative

Status

☐ Full-Time ☐ Part-Time

Work Week (0 to 80 hours)

40

Supervisor Name

First Name Last Name

Job Description

Example: The clerk typist's primary responsibility is to process written communication. They thus spend most of their time in front of computers, entering text with applications like word processors, spreadsheets, and databases. However, they must also handle general office tasks. They need good listening and verbal skills for receiving information by phone, should be able to operate office machinery, such as copiers and fax equipment for duplicating and transmitting documents, and have good interpersonal skills for interacting with office staff, vendors, and customers. They may also receive, distribute, prepare, and send out mail and email.

Skill

Complexity Question #1

This position involves *routine or repetitive* tasks, processes, or operations involving the application of well-defined rules, procedures, policies, guidelines, and/or instructions.

- ☐ Strongly disagree
- ☐ Somewhat disagree
- ☐ Neither agree nor disagree (50/50)
- ☐ Somewhat agree
- ☐ Strongly agree

Complexity Question #2

This position involves generally *standardized* tasks, processes, or operations involving the *choice* of action within well-defined rules, procedures, policies, guidelines, and/or instructions.

- ☐ Strongly disagree
- ☐ Somewhat disagree
- ☐ Neither agree nor disagree (50/50)
- ☐ Somewhat agree
- ☐ Strongly agree

Complexity Question #3

This position involves generally *diversified* tasks, processes, or operations involving the *choice* of action within well-defined rules, procedures, policies, guidelines, and/or instructions.

- ☐ Strongly disagree
- ☐ Somewhat disagree
- ☐ Neither agree nor disagree (50/50)
- ☐ Somewhat agree
- ☐ Strongly agree

Complexity Question #4

This position involves *occasionally complex and diversified* tasks, processes, or operations involving the *development* of rules, procedures, policies, guidelines, and/or instructions.

- ☐ Strongly disagree
- ☐ Somewhat disagree
- ☐ Neither agree nor disagree (50/50)
- ☐ Somewhat agree
- ☐ Strongly agree



Approach to Compensation

- Identify market salary benchmark positions
- Determination of benchmark classifications
- Determine comparator agencies
- Determine data to be collected
- Data collection process
- Analysis and review of findings
- Draft findings and review with project team
- Alignment of internal and external prevailing rates comparison
- Draft recommendations
- Show fiscal impact of recommendations
- Preparation of draft summaries, final reports and deliverables
- Compliance review
- Get feedback and make any adjustments
- Final presentation
- Post project support

Analysis

Traditional Methods

- Ranking – Positions ranked based on perceived importance by organization
- Point Factor (Hay) – merit of positions graded based on common set of knowledge, skills, and abilities
- Factor Comparison – benchmark positions evaluated and compared against external market value

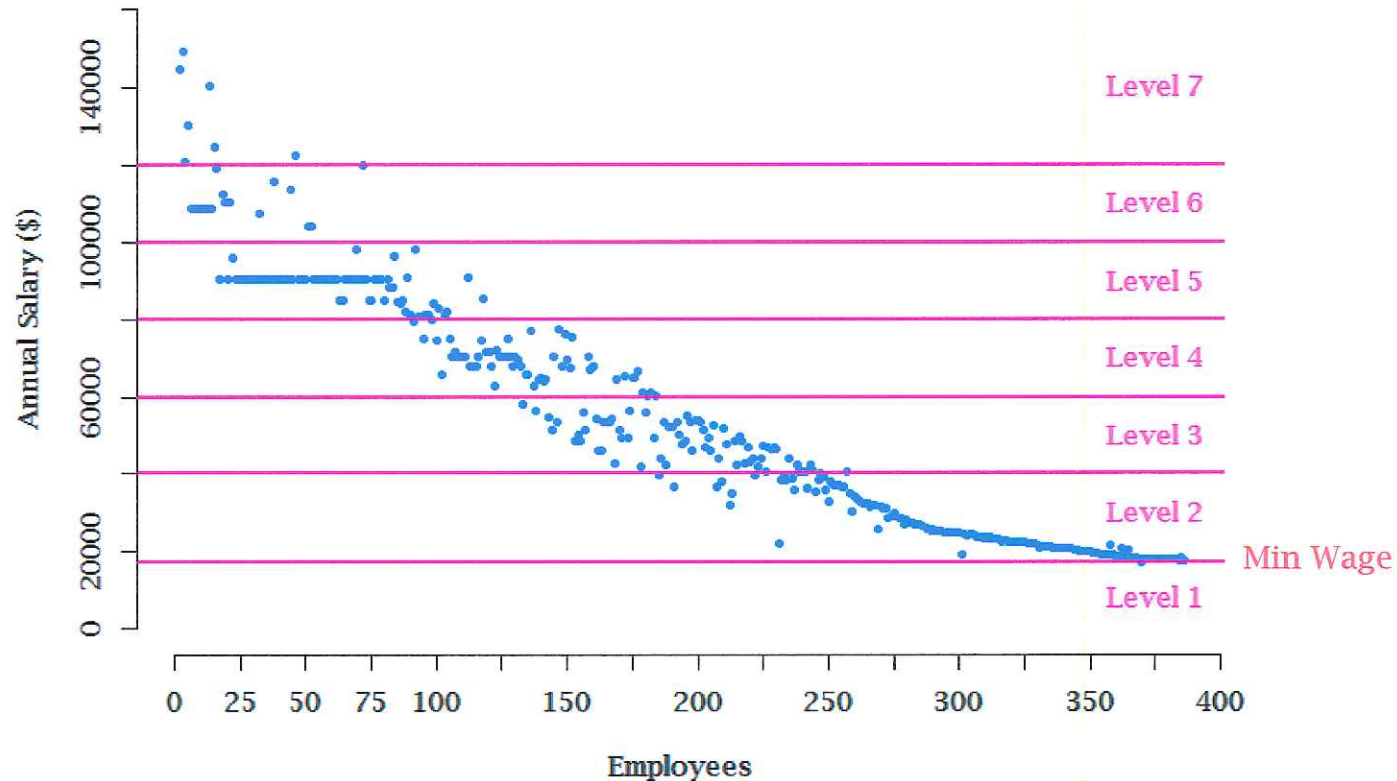
Compensable Factor System (Paypoint HR)

- Engage and empower employees w/ managers using PVP Point Factor Method
- Consider the internal equity/ranking of positions
- Compare salaries against the external market



Pay Bands Example

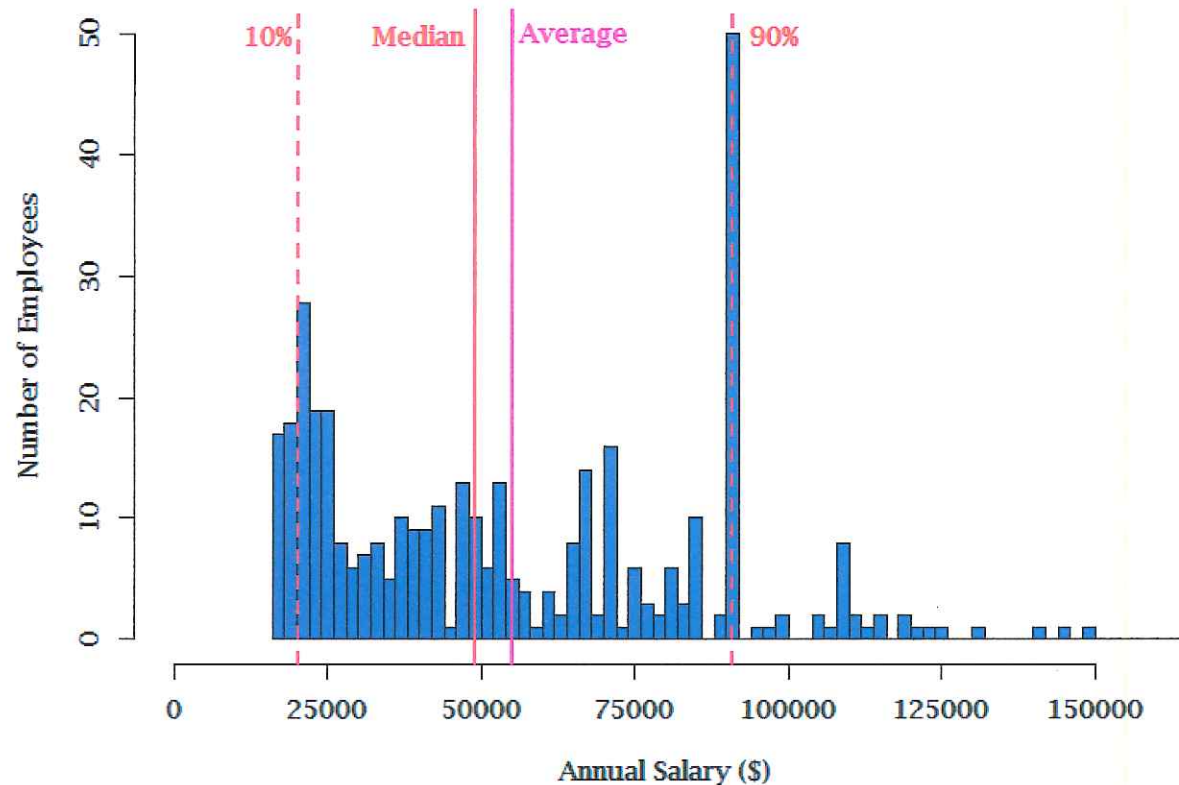
(Ref: Tinley Park Compensation Report 04/22/16)



Takeaway: Banding could simplify classification structure and expand salary ranges to allow for greater opportunities.

Salary Distribution Example

(Ref: Tinley Park Compensation Report 04/22/16)



Takeaway: Salary distribution is skewed relative to the peak at the 90th percentile.

Salary Percentiles Example

(Ref: Tinley Park Compensation Report 04/22/16)

	(Min - Mid - Max)	External Survey Chicago
10%	xxx - \$20,185 - xxx	\$19,230
25%	xxx - \$25,623 - xxx	\$23,990
Median	xxx - \$49,004 - xxx	\$38,860
Average	xxx - \$55,073 - xxx	\$52,480
75%	xxx - \$81,464 - xxx	\$66,360
90%	xxx - \$90,834 - xxx	\$99,490

Takeaway: Employees on current plan that are below the median are fairly compensated relative to market. Employees above the median are highly compensated relative to market.

Contact Information

Town of Front Royal

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Paypoint HR

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Davidsonville, MD 21035
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(443) 926-9930 FAX
KCampbell@PaypointHR.com



Open Discussion

13



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 13

Meeting Date: February 13, 2017

Agenda Item: COUNCIL APPROVAL – Budget Amendments and Transfer to Slurry Seal Secondary Roads

Summary: Council is requested to consider approval of several Budget Amendments and Transfer to slurry seal secondary roads as shown below.

Budget/Funding:

- 1) Budget Amendment to appropriate \$300,063.00 from General Fund Balance and Budget Transfer to Highway Maintenance for Slurry Sealing
- 2) Budget Amendment to add \$31,370.00 to General Fund Revenue from Warren County PILOT Revenue Received and Budget Transfer to Highway Maintenance for Slurry Sealing
- 3) Budget Transfer \$68,500.00 from General Fund Contingency to Highway Maintenance for Slurry Sealing

1000 – 3510110 General Fund – Appropriated Funds Forward - \$300,063
1000 – 3121211 General Fund – Warren County Pilot Fee - \$31,437
9790 – 49999 GF Contingencies/Transfers – Reserve for Contingencies - \$68,500
9790 – 49006 GF Contingencies/Transfers – Transfers to Street Fund - \$400,000
4500 – 3240407 Highway Maintenance – Transfer from General Fund - \$400,000
4500 – 47956 Highway Maintenance – Slurry Seal Projects- \$400,000

Attachments: Memo from Director of Environmental Services and Costs

Meetings: Work Session held February 6, 2017

Staff

Recommendation: Approval ✓ Denial _____

Proposed Motion: I move that Council approve Budget Amendments and Transfers (as listed) for slurry seal of secondary roads.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW



Town of Front Royal
Department of Environmental Services

MEMORANDUM

TO: Joe Waltz, Interim Town Manager

FROM: Jimmy Hannigan, Director

DATE: January 12, 2017

SUBJECT: Slurry Sealing

Based on information from Contractor.

Slurry is an aggregate emulsion mix in which materials are loaded and mixed on a truck which then applied to the street surface in one shot. There is nothing more added or rolling after applied. The product is water based and comes out wet. There is normally a 1 hour waiting period before traffic is allowed. Temperatures can affect the wait time. There is some possible prep work including sweeping and pothole repairs or significant failing areas. There is normally some cleanup afterwards of excess aggregate after traffic runs on it.

Cost is based on the square yards of surface applied. The cost is less for larger footage amounts. 50,000 square yards is recommended as a good starting point and most cost effective. The price per square yard at 50,000 square yards would be in the range of \$2.15-\$2.60 per square yard. Based on the higher price range, 50,000 square yards would cost \$130,000.00.

Examples:

25' pavement width=3.6 miles' coverage

30' pavement width=2.8 miles' coverage

40' pavement width=2.1 miles' coverage

All of Stonewall Drive is 1.04 miles and average 40' in pavement width

Cindy working on RFP for bids if approved by Council.

Proposed Slurry Paving			
STREET		SQ/YD	COST
Biggs Dr		1,267.20	\$ 3,294.72
Robinhood Lane		3,050.67	\$ 7,931.75
W.Commonwealth		12,672	\$ 32,947.20
Ashlawn Ct		2,346.67	\$ 6,101.35
Mt Vernon Ct		2,346.67	\$ 6,101.35
Colonial Dr		3,050.67	\$ 7,931.75
Walker Ave	Linden St to Westminster	9,374.94	\$ 24,374.85
Lakeview Dr		2,581.34	\$ 6,711.49
Canterbury St		7,040	\$ 18,304.00
Nottingham Ct		2,112	\$ 5,491.20
Buckingham Ct		1,642.67	\$ 4,270.95
Westminster Rd		15,840	\$ 41,184.00
Windsor Ct		1,877.34	\$ 4,881.09
Devin Ct		1,408	\$ 3,660.80
Richmond Rd		15,329.60	\$ 39,814.60
Jamestown Rd		13,390.23	\$ 34,814.60
Charles St	North and South	11,123.77	\$ 28,921.81
Marshall St	North and South	11,246.60	\$ 29,257.36
Easterly St		2,252.80	\$ 5,857.28
Braxton Rd		10,571.74	\$ 27,486.53
Mannassas Ave	Stockton to R/R	19,929.07	\$ 51,815.59
Stockton Rd		3,800	\$ 10,067.20
Northview St		2,000.54	\$ 5,201.41
Leach St		3,191.47	\$ 8,297.83
E.6TH St		13,892.27	\$ 36,119.91
W.6TH St		6,969.60	\$ 18,120.96
W.11TH St		18,374.40	\$ 47,773.44
Kendrick Lane		18,914.14	\$ 49,176.77
ESTIMATED TOTAL		212,621.96	\$ 571,459.05

Using \$2.60 per/sq/yd and average 32 ft road width per our guesstimate.

High estimate given by slurry pavers

As per scale range \$2.15-\$2.60 per/sq/yd-Cost goes down as sq/yd goes up

WORK

SESSION

Town of Front Royal, Virginia
Work Session Agenda Form

Date: February 6, 2017

Agenda Item: Property Maintenance and Rental Inspection Program
Director of Planning & Zoning

Summary: Attached with this coversheet is a DRAFT amendment to the Town Code (See Attachment A). This draft amendment would accomplish the following:

- Establishment of a maintenance code that is applicable Town-wide; and,
- Establishment of a rental inspection program, within the central portion of the Town, as identified on the attached map (Attachment B).
- The amendment also makes other minor code changes associated with the above, and reaffirms Warren County as the current building inspections department for the Town, something that the current Town Code does not adequately address.

On July 20, 2016, the Planning Commission held an initial public hearing/public information meeting regarding the possibility of establishing a property maintenance code and/or rental inspection district program within the Town. This public hearing was scheduled after the topic was referred to the Planning Commission by Town Council, and following development of a study area for a potential rental inspection program. During the initial public hearing, six (6) members of the public spoke in favor of the concept and one (1) member of the public spoke in opposition. Following this first public hearing, the Planning Commission created the attached DRAFT amendment to the Town Code with assistance from Town Staff and input from the Warren County/Town Building Official. The draft was created to comply with Virginia Code §36-105 and §36-105.1:1.

On November 30, 2016, the Planning Commission held a second public hearing with the draft ordinance. During this meeting the Planning Commission passed a motion to “*recommend adoption of Ordinance Amendment ORD16-09-227, to establish a rental inspection district in the Town, as identified on the map titled “Front Royal Downtown Rental Inspection District”; to establish a property maintenance code for the entire town; and other minor changes to Chapter 9, as submitted.*” The recommendation included the necessary findings of fact, as listed under Section 9-300 in the draft ordinance amendment, and a reference to the Virginia Code’s definition of blight. A draft set of guidelines is attached for information purposes (Se Attachment C).

Council Discussion: This agenda item is scheduled for a work session review on February 13, 2017, following the Town Council’s regular meeting that evening.

Budget/Funding: If Town Council choses to adopt the ordinance recommended by the Planning Commission, or amendment thereof, funding for the program would need to be determined for administration. This may include hiring of additional Town Staff or establishing an agreement with Warren County for such administration. A comparison of similar Towns is attached (See Attachment D) with data on staffing levels.

Staff Evaluation: Town Staff will present this agenda topic at the upcoming Town Council work session.

Legal Evaluation: The Town Attorney will be available at the work session for questions.

Town Manager: The Town Manager will also be available at the work session for questions.

Council Recommendations:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action
 Consensus Poll on Action: ____ (Aye) ____ (Nay)



DRAFT AMENDMENT

"Building Code, Maintenance Code, and Rental Inspections" (4)

This draft amendment to the Town Code proposes the adoption of the Virginia Maintenance Code (2012); establishment of a Property Maintenance Code Official; and creation of a Residential Rental Inspection District. The following language also includes the existing provisions of Chapter 9 and language that reserves the Town's right to establish a Building Department and designates Warren County to administer the building code, as previously established by an agreement in 1983, until such time that the Town may establish a building department.

START -----

Chapter 9

BUILDINGS BUILDING CODE, MAINTENANCE CODE AND RENTAL INSPECTIONS

9-1 ~~REMOVAL, REPAIR, ETC., OF CERTAIN BUILDINGS AND STRUCTURES~~

[remove in full]

9-2 REMOVAL, REPAIR, ETC., OF BUILDINGS AND OTHER STRUCTURES HARBORING ILLEGAL DRUG USE

[relocate to Chapter 145-4 in full]

ARTICLE 1: BUILDING CODE REGULATIONS

9-100 BUILDING CODE

A. In accordance with the Code of Virginia § 36-105, the Town of Front Royal hereby reserves its authority to establish a Town Building Department, and a Local Board of Building Code Appeals (LBBCA), herein referred to generally as the "Board of Appeals," to administer and enforce the mandatory provisions of the Virginia Uniform Building Code, including Part I, Construction Code, and Part II, Rehabilitation Code, and including future amendments thereto, and all codes incorporated by reference therein. Such codes shall generally be referred to herein generally as the "Building Code."

B. Under the provisions of this Chapter, Town Council may elect to pass a resolution to officially establish a Town Building Department to administer and enforce the Building Code. Such resolution shall also include the establishment of a Board of

Appeals, as described further herein. Upon adoption of such resolution of Town Council the Town hereby adopts the Building Code, and all such duties and requirements specified therein.

C. Until such time that the Town elects to establish a Town Building Department and Town Board of Appeals, the Town shall enter into an agreement with the local governing body of another county or municipality or with some other agency, or an approved state agency for such administration, enforcement and appeals resulting therefrom.

(1) The February 8, 1983 agreement with Warren County shall remain in effect at the passing of this ordinance until such time that the agreement is terminated, renewed or amended. This agreement establishes Warren County as the Building Department for the Town, including the Warren County Board of Building Code Appeals as the appeals board for the Town.

D. At such time that Town Council may establish a Building Department and Board of Appeals, the Town Manager shall appoint a Building Official to administer and enforce the Building Code. Such Building Official shall meet the required qualification and certification requirements, and shall maintain all permanent records of the Building Department, including applications received, permits, certificates, notices and orders issued, fees collected and reports of inspection in accordance with the Library of Virginia's General Schedule Number Six. The Building Official shall administer and enforce the Building Code, and may establish procedures and policies as may be necessary for such administration and enforcement. All codes and procedures shall be made available for the public to view and/or obtain copies from the office of the Building Official during established normal business hours.

E. As specified under Subsection B, Town Council shall appoint five (5) members to a Board of Appeals upon adoption of a Town Building Department. The membership of the Board shall be established in compliance with the following requirements, unless more stringent requirements are required by the Building Code.

(1) All members of the Board of Appeals shall live within Warren County, Virginia, and at least three (3) members shall reside within the Town.

(2) Town Council may appoint two (2) alternate members who shall be called by the board chair to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.

(3) At least three (3) members shall have no less than five (5) years knowledge and experience in the construction industry. Members that do not have knowledge and experience in the construction industry shall have an

equivalent experience in the real estate, law, architecture, or engineering professions.

(4) No employee or official of the Town may serve as a Board Member.

(5) Compensation, meeting dates, voting procedures, officers, term limits and other procedures of the Board of Appeals shall be established in by-laws that are approved by Town Council.

(6) The Board of Appeals shall be used as the appeals board for the Virginia Maintenance Code and Rental Inspection Program.

(7) The Board of Appeals shall be reviewed by the Virginia Department of Housing and Community Development.

ARTICLE 2: MAINTENANCE CODE REGULATIONS

9-200 ADOPTION OF MAINTENANCE CODE

A. To ensure the protection of the public health, safety and welfare, the Town hereby adopts the optional provisions of the Virginia Uniform Building Code, including Part III, Virginia Maintenance Code, future amendments thereto, and including codes incorporated by reference therein, herein also generally referred to generally as the "Maintenance Code," as related to building regulations that facilitate the maintenance, rehabilitation, development and reuse of existing buildings at the least possible cost to ensure the protection of the public health, safety and welfare of Town residents. Furthermore, in accordance with §36-99 of the Code of Virginia, the purpose of this code is to protect the health, safety and welfare of the residents of the Commonwealth of Virginia, provided that buildings and structures should be permitted to be maintained at the least possible cost consistent with recognized standards of health, safety, energy conservation and water conservation, including provision necessary to prevent overcrowding, rodent or insect infestation, and garbage accumulation; and barrier-free provisions for the physically handicapped and aged.

B. The Town Manager shall appoint a Maintenance Code Official to administer and enforce the Virginia Maintenance Code. The Maintenance Code Official shall meet the required qualifications, certification requirements, and training requirements of the Maintenance Code. All codes, policies and procedures shall be made available for the public to view and/or obtain copies from the office of the Maintenance Code Official during established normal business hours.

C. The Town shall appoint a Board of Appeals to consider all appeals that may arise from the provisions of this Article. Such Board of Appeals shall be established

under the criteria found within Chapter 9, Section 100, Subsection E. Alternatively, the Town may elect to use the Board of Appeals used by another county or municipality, or with some other agency, provided that an agreement is entered into with the appropriate local government board, or an approved state agency.

ARTICLE 3: RENTAL INSPECTIONS

9-300. FINDINGS.

Town Council has found that within the residential rental inspection districts established herein, each of the following conditions exist:

- A. There is a need to protect the public health, safety and welfare of the occupants of dwelling units inside the residential rental inspection district described and established herein;
- B. The residential rental dwelling units in the residential rental inspection district are in need of inspection to prevent deterioration, taking into account the number, age and condition of the residential dwelling rental units inside the residential rental inspection district; and
- C. The inspection of residential rental dwelling units inside the residential rental inspection district is necessary to maintain safe, decent and sanitary living conditions for tenants and other residents living in the residential rental inspection district.
- D. The Town Council has further found that, for each of the individual residential rental dwelling units described in section 9-301 of this article, one (1) of the following conditions exists:
 1. There is a need to protect the public health, welfare and safety of the occupants of that individual dwelling unit;
 2. The individual dwelling unit is either blighted or in the process of deteriorating; or
 3. There is evidence of violations of the Building Code that affect the safe, decent and sanitary living conditions for tenants living in such individual dwelling unit

9-301. APPLICABILITY.

- A. The provisions of this article shall apply to all rental dwelling units within a residential rental inspection district designated by Town Council and to individual residential dwelling units outside designated residential rental inspection districts made subject to this article, as provided by Virginia Code § 36-105.1:1(B)(3).
- B. A residential rental inspection district, as shown on the map labeled "Rental Inspection Districts 20__" and filed in the Town Clerk's office on _____, 20__,

is hereby established and made subject to the requirements of this article. Maps detailing this residential rental inspection district shall be available in the office of the Maintenance Code Official.

- C. The following individual rental dwelling units that are outside the residential rental inspection district are hereby made subject to this article:

(1) *Reserved*

- D. Town council may designate additional residential rental inspection districts or make other individual residential rental units outside the residential rental inspection district subject to this article after notice and a public hearing thereon, as provided by Virginia Code § 36-105.1:1. A separate finding for each individual dwelling unit shall be made by the local governing body prior to designation of individual residential rental units outside of a residential rental inspection district that (i) there is a need to protect the public health, welfare and safety of the occupants of that individual dwelling unit; (ii) the individual dwelling unit is either (a) blighted or (b) in the process of deteriorating; or (iii) there is evidence of violations of the Building Code that affect the safe, decent and sanitary living conditions for tenants living in such individual dwelling unit.

9-302. IMPLEMENTATION; NOTIFICATION REQUIREMENT FOR OWNERS.

- A. The owner of any dwelling unit within a residential rental inspection district shall notify the Maintenance Code Official in writing if such dwelling unit is used for rental purposes. Such notice shall be provided within ninety (90) days of adoption of this chapter; or within ninety (90) days of the transfer of ownership or a change. No fee shall be required for such notification by the owner; nor shall there be a penalty for not providing said notification within the ninety (90) days period.

- B. The Maintenance Code Official may develop a form for such notification requirement that includes the following information: (i) the address and a brief description of the rental dwelling unit; (ii) the name, street address and telephone number of the owner of the property; (iii) the name, street address and telephone number of the managing agent, if any; (iv) the number of people who occupy each dwelling unit, and (v) the family status of the occupants. Such form shall not require the name or social security number of any tenant.

- C. If the Maintenance Code Official has reason to believe that an owner has failed to provide the required notice of a residential rental dwelling unit within the residential rental inspection district, or any other individually designated properties subject to this article, he or she shall provide a written notice to the owner setting a seven (7) day deadline for the owner to provide such written notification. The penalty for the willful failure of an owner of a dwelling unit who is using the dwelling unit for residential rental purposes to comply with the written notification requirement shall be a civil penalty of fifty dollars (\$50.00) per unit. For purposes of this section, notice from the Maintenance Code Official sent by regular first class mail to the last known address of the owner as shown on the current real estate tax assessment

books or current real estate tax assessment records shall be deemed compliance with this requirement.

9-303. RENTAL CERTIFICATE OF COMPLIANCE REQUIRED.

No owner or managing agent shall rent or offer to rent a residential rental dwelling unit within a residential rental inspection district or an individual residential rental dwelling outside a residential rental inspection district that is subject to this article without a rental certificate of compliance therefor, issued after a satisfactory inspection of the property by the building official or his or her designee.

9-304. INSPECTIONS, GENERALLY.

A. The Maintenance Code Official shall cause an inspection to be made of each rental dwelling unit located within a residential rental inspection district, within four (4) years of the designation of the residential rental inspection district for compliance with the provisions of the Maintenance Code that affect the safe, decent and sanitary living conditions for the tenants of such property. The Maintenance Code Official is hereby authorized to establish schedules to accomplish the inspection of dwelling units in different areas within the residential rental inspection district. The Maintenance Code Official shall inspect any individual residential rental dwelling unit that is outside a residential rental inspection district within ninety (90) days of the date the dwelling unit is made subject to this article. After such inspection, the owner and the managing agent, if any, will be provided with a list of any violations found and the date by which such violations must be corrected. Following the initial inspection of a residential rental dwelling unit subject to this article, the Maintenance Code Official may inspect any residential rental dwelling unit in a residential rental inspection district, not otherwise exempted, annually.

B. Upon a determination that a rental dwelling unit is in compliance with the provisions of the existing structure regulations of the Maintenance Code, a rental certificate of compliance shall be issued to the owner. No certificate shall be issued until all inspection fees are paid. The certificate shall be valid for a term of four (4) years. Upon the initial or periodic inspection of a residential rental dwelling unit subject to this article for compliance with the Maintenance Code, the property shall be exempt from this article's inspection requirements for four (4) years, provided there are no building code violations that affect the safe, decent and sanitary living conditions for the tenants of the residential rental dwelling unit. However, upon the sale of a residential rental dwelling unit, the Maintenance Code Official may perform an inspection of the dwelling unit. Residential rental dwelling units shall be exempt from the inspection requirement of this article for four (4) years from the date of issuance of a certificate of occupancy or rental certificate for the unit by the Maintenance Code Official. Any inspection exemption granted for a rental dwelling unit prior to _____, 20____, shall be valid for the period as initially granted, unless revoked as provided herein.

C. There shall be no fee for the initial inspection required by this article or the first re-inspection. If all violations are not corrected at the time of the first re-inspection, then the fee for the second and any subsequent re-inspection for the original violation shall be one hundred dollars (\$100.00).

D. The Maintenance Code Official, or his or her duly authorized agent, shall have the right to inspect any rental dwelling unit within a residential rental inspection district or other individual residential dwelling units subject to this article at any reasonable time, in order to carry out an inspection required by this section. The owner, managing agent, occupant, or other person in charge of the premises shall permit the Maintenance Code Official, or his or her duly authorized agent, access to any dwelling unit within a residential rental inspection district or any individual residential dwelling unit subject to this article for the purpose of conducting an inspection authorized by this article. In the event the Maintenance Code Official or his or her authorized agent is denied access to a dwelling unit, he or she may apply for an administrative search warrant in order to gain access to the premises.

E. Nothing in this article shall prohibit an inspection of any residential rental dwelling unit or individual residential dwelling unit subject to this article for a violation of the Virginia Uniform Statewide Building Code, pursuant to a complaint, as required herein.

F. The owner or managing agent may appeal the Maintenance Code Official's determination of a violation of the Maintenance Code to the Board of Appeals.

9-305. INITIAL AND PERIODIC INSPECTIONS OF MULTI-FAMILY DWELLING UNITS.

A. If a multi-family development has more than ten (10) dwelling units, in the initial and periodic inspections, the Maintenance Code Official shall inspect not less than two (2) and not more than ten (10) percent of the dwelling units of that multi-family development, which includes all of the multi-family buildings which are part of that multi-family development. However, no inspection fee shall be charged for more than ten (10) dwelling units. Two (2) family dwellings and multi-family dwelling units with three (3) to nine (9) dwelling units are not exempt from the inspection requirements of this article.

B. The inspected dwelling units of a multi-family development shall be selected by the Maintenance Code Official. At the time of inspection, no violations of the Virginia Uniform Statewide Building Code shall exist. If the Maintenance Code Official determines upon inspection of the sampling of dwelling units that there are violations of the Maintenance Code that affect the safe, decent and sanitary living conditions for the tenants of such multi-family dwelling unit, the Maintenance Code Official may inspect as many dwelling units as necessary to enforce the Maintenance Code.

C. If the dwelling units that are inspected are in compliance with the provisions and all other applicable codes and ordinances, then a rental certificate of compliance shall be issued as provided herein.

D. Nothing in this section shall serve to exempt the owner, managing agent, or tenant of a multi-family dwelling unit from compliance with all applicable statutes, laws, and ordinances, including the Virginia Uniform Statewide Building Code.

9-306. REVOCATION OF EXEMPTION FROM INSPECTION.

A. The Maintenance Code Official may revoke an inspection exemption granted pursuant to Chapter 9-307(b) upon finding that the residential rental dwelling unit is in violation of the building code during the exemption period.

B. Before revoking an exemption, the Maintenance Code Official shall notify the owner, managing agent, and tenant of the violation, in writing, via first class mail, specifying the nature of the violation; establishing a deadline for correction of the violation, which shall be no less than seven (7) and no greater than thirty (30) days; and stating that the exemption will be revoked on a date certain unless the Maintenance Code Official's determination of the existence of a Maintenance Code violation is appealed to the Board of Appeals. The notice shall also set forth the appeal process as herein established.

9-307. APPEAL.

A. The Board of Appeals designated by Town Council for the Maintenance Code shall serve as the Board of Appeals for all appeals under this article.

B. The owner, managing agent or tenant may appeal a notice of revocation, or other determination related to the Maintenance Code that is made by the Maintenance Official. Such appeals shall be considered by the Board of Appeals designated for the Maintenance Code under Article 2 of this Chapter.

B. If an appeal is filed, inspection exemptions shall remain in effect until the appeal is resolved by the Board of Appeals.

ARTICLE 4: GENERAL

9-400 NONLIABILITY OF PERSONNEL ENFORCING CHAPTER.

Nothing in this chapter or in any code adopted by this chapter shall be construed as imposing upon any Town officer or employee duly authorized to administer or enforce the provisions of this chapter any liability or responsibility for damages to any person injured by a defect in any building construction or other work mentioned herein, or by the installation thereof, nor shall the Town government or any official or employee thereof be held as assuming any such liability or responsibility by reason of inspections authorized by this chapter or certificates of approval issued by the building official or property maintenance code official.

9-401 VIOLATIONS

A. It shall be unlawful for any owner or any other person, firm or corporation to violate any provision of this chapter. Any violation shall be deemed a misdemeanor and any owner or any other person, firm or corporation convicted of a violation shall be punished by a fine of not more than two thousand five hundred dollars (\$2,500.00). In addition, each day the violation continues after conviction or the expiration of the court-ordered abatement period shall constitute a separate offence. If the violation remains uncorrected at the time of conviction, the court shall order the violator to abate or remedy the violation in order to comply with the applicable Code. Except as otherwise provided by the court for good cause shown, any such violator shall abate or remedy the violation within six (6) months of the date of conviction. Each day during which the violation continues after the court-ordered abatement period has ended shall constitute as separate offence. Any person convicted of a second offense, committed within less than five (5) years after a first offence under this chapter shall be punished by confinement in jail for not more than five (5) days and a fine of not less than \$1,000 nor more than \$2,500, either or both. Provided, however, that the provision for confinement in jail shall not be applicable to any person, firm or corporation, when such violation involves a multiple-family dwelling unit. Any person convicted of a second offense committed within a period of five (5) to ten (10) years of a first offense under this chapter shall be punished by a fine of not less than \$500 nor more than \$2,500. Any person convicted of a third or subsequent offense involving the same property committed within ten (10) years of an offense under this chapter after having been at least twice previously convicted, shall be punished by confinement in jail for not more than ten (10) days and a fine of not less than two thousand five hundred dollars (\$2,500.00) nor more than five thousand dollars (\$5,000.00), either or both. No portion of the fine imposed for such third or subsequent offense committed within ten (10) years of an offense under this chapter shall be suspended.

B. Any prosecution under this section shall be commenced within the time specifications provided under Virginia Code § 19.2-8.

9-402 PERMIT FEES.

A. Town Council reserves the right to adopt and publish a schedule of fees for services rendered by either the Building Code Official and/or Maintenance Code Official, and to amend the schedule by separate resolution. Such schedule of fees and any amendment shall be in lieu of any permit fees set forth in any technical code adopted by the Town.

B. No permit as required by the Town by ordinance or regulation shall be issued unless the fee prescribed for the service shall have been paid, nor shall any amendment to such a permit be approved until any additional fee, if any, due to an increase in the estimated cost of the building or structure, shall also have been paid.

9-403 AUTHORITY TO REQUIRE REMOVAL, REPAIR, ETC., OF BUILDING AND OTHER STRUCTURES.

- A. Owners of real property within the Town shall remove, repair or secure any building, wall or any other structure which might endanger the public health or safety of other residents of the Town.
- B. If an owner fails to do so, the building official may send the owner notice of his or her obligations under this section. Such notice shall be:
- (1) In writing, mailed by certified mail, return receipt requested, sent to the last known address of the property owner; and
 - (2) Published in a newspaper having general circulation in the locality in accordance with the applicable provisions of Code of Virginia §§ 15.2-1426, 15.2-1427.
- C. The Town, through its own agents or employees, may remove, repair or secure any building, wall or any other structure which might endanger the public health or safety of other residents of the Town if the owner and lien holder of the property fails to do so within thirty (30) days following the later of the return of the certified mail receipt or newspaper publication. However, if the structure is deemed to pose a significant threat to public safety and such fact is stated in the notice, the Town may take action to prevent unauthorized access to the building within seven days of such notice. Repair of the structure may include maintenance work to the exterior of a building to prevent deterioration of the building or adjacent buildings.
- D. In the event the Town, through its own agents or employees removes, repairs or secures any building, wall or any other structure pursuant to this section, the cost or expenses thereof shall be chargeable to and paid by the owners of such property and may be collected by the Town as taxes and levies are collected.
- E. Every charge authorized by this section which remains unpaid shall constitute a lien against such property ranking on a parity with liens for unpaid local taxes and enforceable in the same manner as provided Code of Virginia (1950), Title 58.1, Chapter 39, Articles 3 and 4, as amended.
- F. The remedies provided by this section are in addition to, and not in lieu of, any other remedy provided by general law or by the Building Code.

9-404 THROUGH 9-409. *Reserved*

9-410 DEFINITIONS.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building Code means the applicable provisions of the Virginia Uniform Building Code, Part I, Construction Code, and Part II, Rehabilitation Code, including future amendments thereto, and all codes incorporated by reference therein.

Building Code Official means the person that is employed, contracted, or designated with an agreement from another county, municipality or other agency, that has been appointed by the Town to administer and enforce the applicable provisions of the Building Code, as defined herein.

Conditions which immediately affect safe, decent and sanitary living conditions of persons occupying a residential rental dwelling unit, means physical conditions of a residential rental dwelling unit that violate fire safety; lack of or poor condition of sanitary facilities; absence of implied or expressed heating systems or equipment; items which affect the safe operation of electrical and mechanical systems; items which affect structural integrity of the building and/or the ability of the building envelope to keep out weather, or one or more other conditions that if not corrected would be reasonably expected to become conditions that affect the safe, decent and sanitary living conditions of the occupants.

Day means a calendar day.

Disqualifying violation includes those conditions which affect safe, decent and sanitary living conditions of persons occupying a residential rental dwelling unit, or other conditions that violate the provisions of the Virginia Uniform Statewide Building Code, or multiple Building Code violations that indicate in their totality that the dwelling unit is not being properly maintained.

Dwelling unit, means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation; or, means a building or structure, or part thereof, that is used for a home or residence by one or more persons who maintain a household. The term dwelling unit shall not include hospitals, nursing homes, convalescent homes or similar facilities providing medical care to the aged, infirm or disabled.

Family means one (1) or more persons related by blood, marriage, or adoption, or under approved foster care.

Follow-up inspection, means the inspection of a property made to determine if violations previously cited have been abated.

Group home means a facility for social rehabilitation or substance abuse or mental health problems that contains a group housing arrangement that provides custodial care but does not provide medical care.

Initial inspection, means the first inspection of a residential rental dwelling unit subject to this article.

Maintenance Code means the applicable provisions of the Virginia Uniform Building Code, Part III, Maintenance Code, and all codes incorporated by reference therein.

Maintenance Code Official means the person that is employed, contracted, or designated with an agreement from another county, municipality or other agency, that has been appointed by the Town to administer and enforce the applicable provisions of the Maintenance Code, as defined herein.

Managing agent means any person having the authority, singly or in combination with another, to enter into an agreement for the occupancy of property subject to this article.

Multi-family dwelling, means a building or structure, or part thereof, that is used by three (3) or more families, each in an individual dwelling unit and living independently of each other.

Multiple-family development, means a building or structure, or part thereof, that is used by ten (10) or more dwelling units on the same premises.

Owner, means the person or entity shown on the current real estate assessment books or current real estate assessment records of the Town or the fee simple owner of the property if ownership has changed since such tax assessment records were last updated.

Periodic inspection, means an inspection of a residential rental dwelling unit conducted upon the exemption period for the unit, or after a follow-up inspection which revealed abatement of cited violations.

Premises, a single lot of record under ownership, or multiple contiguous lots of record that are under the same ownership.

Rent means to lease, sublease, let or otherwise grant for consideration the right to occupy a dwelling unit.

Residential rental inspection district, means a rental inspection district designated by the Town council pursuant to this article.

Residential rental dwelling unit, or as generally referred to as a *rental*, means a dwelling unit that is leased or rented to one or more tenants on a month to month basis or for any period in excess of 30 days including, but not limited to, condominiums, manufactured or mobile homes, single-family detached dwellings, duplex dwellings, townhouse dwellings or multifamily dwellings (which shall include efficiency apartments and condominiums). However, a dwelling unit occupied in part by the owner thereof shall not be construed to be a residential rental dwelling unit unless a tenant occupies a part of the dwelling unit which has its own cooking and sleeping areas, and a bathroom, unless otherwise provided in chapter 175, Zoning, by the Town.

Violations. As applicable to the Maintenance Code, means conditions which affect safe, decent and sanitary living conditions of persons occupying a residential rental dwelling unit include items that violate fire safety; lack of or poor condition of sanitary facilities; absence of adequate heating systems or equipment; items which affect the safe operation of electrical and mechanical systems; items which affect structural integrity of the building and/or the ability of the building envelope to keep out weather, or one or more other conditions that, if not corrected, would be reasonably expected to become conditions that affect the safe, decent and sanitary living conditions of the occupants, or other conditions that violate the provisions of the Maintenance Code, or multiple Maintenance Code violations that indicate, in their totality, the dwelling unit is not being properly maintained. As applicable to the Building Code, means conditions which are in violation of the Building Code, as defined herein.

-----END
Editorial Notes: All language shown in yellow highlight is proposed new text. Text shown in [brackets] is a note to the editor. All language shown in ~~strikethrough~~ is existing language that is proposed to be removed. Regular text shown is existing language with no changes proposed.

Rough Draft 9/7/16 (JFC/dm); 9/9/16 (JFC/dm); (JFC/db); (JFC/dn)

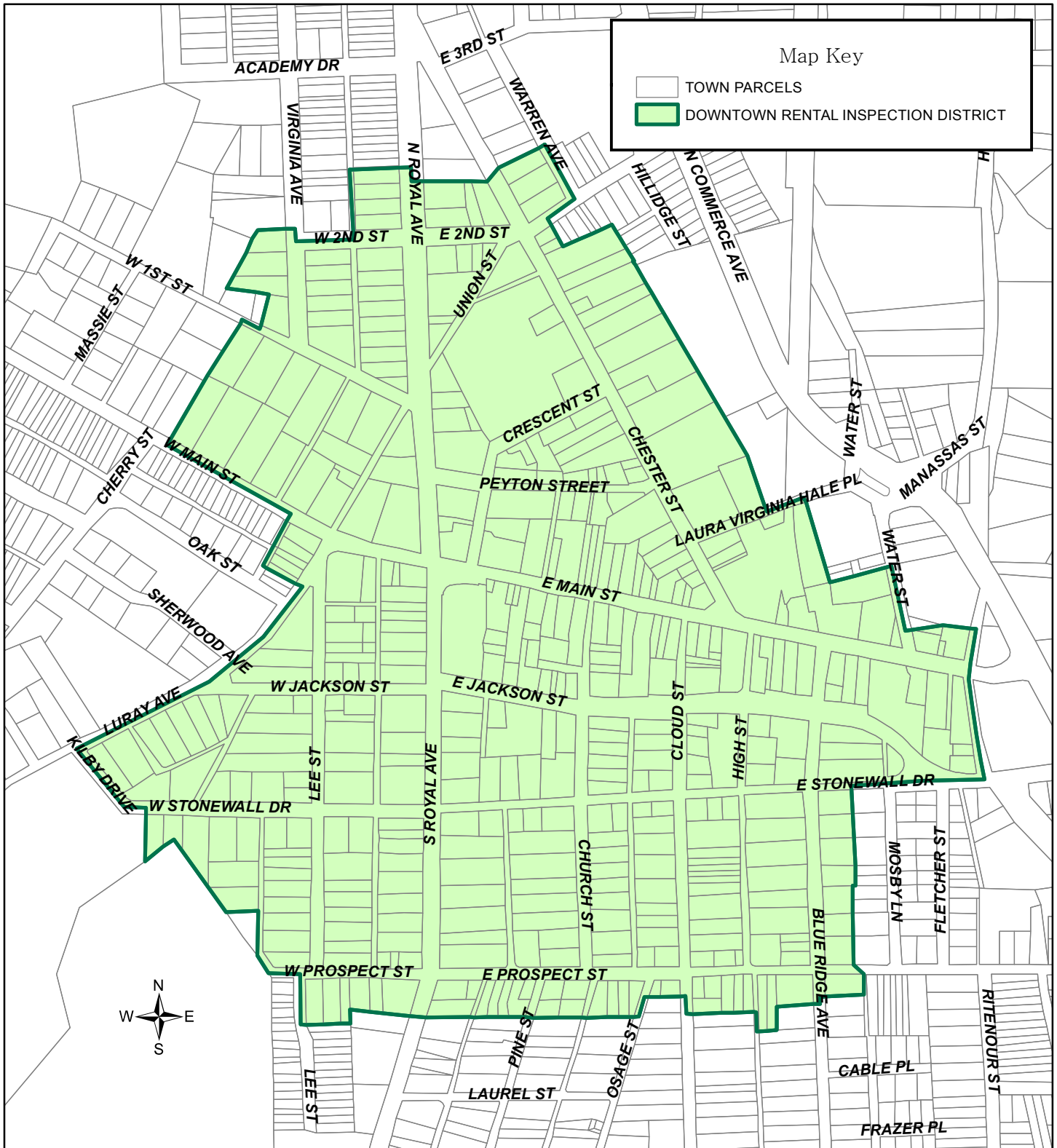
FOR REFERENCE PURPOSES ONLY - Virginia Code §36-3, Definitions.

"Blighted area" means any area that endangers the public health, safety or welfare; or any area that is detrimental to the public health, safety, or welfare because commercial, industrial, or residential structures or improvements are dilapidated, or deteriorated or because such structures or improvements violate minimum health and safety standards. This definition includes, without limitation, areas previously designated as blighted areas pursuant to the provisions of Chapter 1 (§36-1 et seq.) of this title.

"Blighted property" means any individual commercial, industrial, or residential structure or improvement that endangers the public's health, safety, or welfare because the structure or improvement upon the property is dilapidated, deteriorated, or violates minimum health and safety standards, or any structure or improvement previously designated as blighted pursuant to §36-49.1:1, under the process for determination of "spot blight."

DRAFT

FRONT ROYAL DOWNTOWN RENTAL INSPECTION DISTRICT



DRAFT

400 200 0 400 Feet

NOVEMBER 2016

PREPARED BY THE TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING

D.G. Merchant, Cartographer

Virginia Maintenance Code Requirements

Town of Front Royal, Virginia

NOVEMBER 2016

THE VIRGINIA MAINTENANCE CODE

The Town of Front Royal has adopted and enforces the Virginia Maintenance Code (VMC) on all existing structures located in the Town. This code is used in enforcement of the city's Rental Inspection Program and also used to address other structures that are not being adequately maintained. The VMC is part of the Virginia Uniform Statewide Building Code (USBC) and is based on the ICC International Property Maintenance Code, but with amendments made by the state.

Most of the requirements of the VMC are common sense, and a close look at a building usually will tell where repairs or maintenance are needed. This booklet contains a list of items based on the VMC that a Code inspector is likely to check when inspecting an existing building. This simple list is meant to be informative and help the owner or occupant get an idea whether a building meets the VMC requirements.

All buildings must be maintained to meet VMC requirements. However, some buildings constructed many years ago may be well maintained yet still not meet current VMC requirements because of the way they were designed. If the Property Maintenance Code official decides those conditions do not endanger life or health, the code official may choose not to require modifications to bring the building to current Code standards. There are, however, some design or construction features that are considered unsafe and will have to be changed. Some of these features are identified in the description of VMC requirements in this booklet. Some of the more common conditions where alterations or changes may be required are:

- Smoke Detectors
- Electrical service
- Number of electrical outlets required per room
- Windows and means of emergency exit
- Ceiling clearance (mainly in basement or attic spaces) used as living space
- Fire separation between units

In these instances, either the conditions must be corrected or the occupants must leave for their own safety. Depending on the circumstances, the occupants may be allowed to stay for a short period of time, ranging from a few hours to a few days, while repairs are made.

PROVISIONS OF THE VIRGINIA MAINTENANCE CODE

Exterior of Building

The exterior of all buildings must be kept in good repair and the building must be structurally sound and sanitary. Even vacant buildings must meet the provisions of the Maintenance Code, particularly with regard to exterior maintenance.

- **Street Numbers** – Each building should have the street numbers visible so they can be read easily from the street. The numbers should be at least 4 inches tall, placed on the front of the building, and contrast with the background. All units must be identified.
- **Yards** should be free from trash, garbage or inoperable vehicles, and graded so that rainwater drains away from the building and not directly onto adjoining properties.
- **Sidewalks and Driveways** should be kept in good repair, and maintained free from hazardous conditions that could cause someone to trip or fall. Damaged or uneven stair treads may need to be repaired or replaced.

- **Accessory Buildings** like garages, fences and utility buildings should be securable and kept in good repair, free from peeling paint and roof leaks.

- **Foundation Walls** should be straight; corners should be tied in with the rest of the foundation, not cracked and separated. Small cracks are common on old houses and are acceptable. Wide cracks should be sealed to block the entry of water, wind, insects and rodents. Foundations that do not properly support the house load may cause the entire building to be condemned.

- **Exterior Walls and Trim** should be weather tight. Wood surfaces should be painted or stained or have other protective covering or treatment. Brick walls should have no wide cracks that allow rain or wind to pass inside. Aluminum or vinyl siding, shingles or other protective coverings or treatment should not be missing pieces that would allow water to get in the wall or behind the siding.

- **Soffits and Fascia** (or overhangs) should be rot-free and prevent the nesting of birds and insects. Trim or decorative pieces should be securely fastened. As with siding and other trim, bare wood should be painted or stained.

- **Roofs** - The obvious function of the roof is to keep water out of the inside of the building. Roof problems are usually spotted from inside the house. Water stains on ceilings are a good indication that a roof might be leaking (if there is not a leak in the plumbing). Leaks usually occur first in valleys or around flashing. All roofs should be weather tight, properly flashed and maintained in good condition.

- **Chimneys** - Many roofs leak around a chimney. Close attention should be given to the flashing in this area. Older chimneys frequently have loose bricks, which could fall off the roof or inside the chimney, or even cause the chimney to collapse. Chimneys should be maintained with no loose bricks or mortar, free from obstructions, and operate as intended.

- **Gutters and Downspouts** - If gutters are in place they should be securely fastened and work properly. Gutters need to catch the roof water and channel it to a downspout, which then releases the water away from the house. They should not drain directly against the foundation. Rain water from the roof should be diverted away from any exterior entry door.

- **Stairs** of more than 4 steps should have handrails between 34 and 38 inches high and guardrails not less than 36 inches high, that are strong and secure enough to support a person. Treads and risers should be intact and firmly attached. Installation of new stairs, rails or guards may require a building permit.

- **Porches** - Porch roofs must be maintained just like the main roof. Columns should be rot-free and standing straight. Wood columns should be painted or stained. If the porch is more than 30 inches above the ground, it should have railings or guardrails at least 36 inches high that are strong enough to keep a person from falling. Decking and ceiling boards should not be loose, rotten or missing.

- **Exterior Doors** should close tightly so that the weather, rain, snow and wind cannot pass through. The door hardware should latch securely, lock and unlock from the inside easily. They should be strong enough to secure the building. Exterior doors may not have double keyed (key required on both sides) deadbolts. Interior deadbolts must have thumb latches or other hardware for the door. Interior grade doors may not be used for entrances from the exterior.

- **Windows** are for light, ventilation, and emergency escape. They should keep out the weather and be securable. All windows shall be easily operable and capable of being held open by

window hardware. Habitable rooms (bedroom, living room, eating area, bathroom, and kitchen) should have a window that opens, however mechanical ventilation to the exterior is allowed as an alternative in bathrooms. Any window that is required for ventilation or escape must be operable. A small tight crack in the glass might not be cited as a violation, but an exposed broken edge would. Storm windows are not required but if present should be in a safe condition and operate as designed. Windows that have been nailed or screwed shut or painted and caulked, such that the window no longer operates as intended must be returned to a working condition.

- **Insect Screens** - Every window or door required for ventilation is also required to have an insect screen in place from April 1 through December 1. The screens should be small mesh to keep out insects. Full window screens or adjustable sliders meet code. Screen doors must be self-closing.

- **Vacant Buildings** must be kept secure from entry and kept in good repair with no exterior violations of the code.

- **Swimming Pools, Spas and Hot Tubs** - Swimming pools shall be maintained in a clean and sanitary condition, and in good repair. Swimming pools, hot tubs and spas containing more than 24 inches of water must be completely surrounded by a fence or barrier at least 48 inches in height. Gates or doors in such barriers shall be self-closing and self-latching.

Basic Systems

Every living unit must have water, electricity and heat. Absence of any of these may cause the unit to be condemned.

- **Water System** - Every resident must have access to a bathtub or shower and sink supplied with hot and cold water of enough volume and pressure for the fixtures to operate properly and a working toilet. All plumbing fixtures must work properly and be securely anchored. Drains should drain freely. Water heaters should have a pressure relief valve and discharge pipe, and supply adequate hot water of at least 110 degrees Fahrenheit to every required faucet. Gas water heaters must be installed properly, including the gas supply line and exhaust vent, and should not be located in any bathroom, bedroom or any other occupied room that is normally closed.

- **Electrical System** - This is probably the most potentially dangerous part of a dwelling and deserves close attention. Each dwelling unit or apartment must be served by electrical service of at least 60 amperes, three wires (120/240 volt), and possibly more if the electrical load requires it. Any service of less than 60 amps per unit is considered unsafe and unacceptable. The size of all wires must be adequate to safely carry the current that may be demanded. Insulation on all wires, including service entrance cables, should be intact. Use of extension cords should be avoided and in some cases may be so dangerous as to be prohibited. Every bedroom, living room, dining room and kitchen must have at least two working electrical outlets. Bathrooms must have one outlet. Laundry areas should have one grounded outlet. Fuse panels should not be over-fused, and fuse stats may be required. Tenant access to fuse or breaker panels is encouraged but not required if 24- hour maintenance service is available. All GFCI (ground fault circuit interrupter) receptacles must test and reset properly. Receptacles should not be painted over, covers must be intact, and should be firmly attached to structure.

Heating is required from October 15 to May 1. In normal winter conditions the heating system must be able to maintain a temperature of at least 65 degrees within the unit. When the temperature is below the designated outdoor design temperature requirements for our area, requirements may be lowered, provided the heating system is operating at full capacity. The ability of the heating system to keep the unit warm will also be affected by the building's

insulation and weather-tightness of windows and doors. Fuel supply lines must be safely installed and free of leaks. Furnace exhaust must be safely vented without leaks. Space heaters may not be used as the sole means of heat for a unit or apartment.

- **Cooling** if supplied, must operate as designed from May 15 to October 1.
- **Changes** in materials or design features of buildings may be prohibited in Historic Districts.

Interior of Building

The interior of a building must be kept sound, sanitary and in good repair. The occupant of each living unit is responsible for keeping it clean, sanitary and free of garbage and trash.

- **Interior Doors** are for privacy and should close and latch properly. Bathrooms and bedrooms require doors with working hardware. Double keyed deadbolts are not allowed. There should be no hasps or padlocks on interior doors.
- **Interior Walls and Ceilings** should be free of holes, wide cracks, loose or falling plaster, and flaking or peeling paint. Settlement cracks in older houses are common and acceptable. All repairs/patches must be painted.
- **Floors** must be solid, intact, sanitary and free of holes. Large cracks, uneven surfaces and decayed areas must be repaired. Floors must be capable of bearing normal loads.
- **Clearances** - Ceiling heights of kitchens, bedrooms, bathrooms and hallways should be at least 7 feet or the originally built height. Kitchens should have at least 3 feet of passageway between cabinets. All other rooms should be at least 7 feet wide.
- **Bedrooms** need a door for privacy, at least two electrical outlets, and a window that opens for ventilation and light. Each bedroom should be at least 70 square feet for one occupant, or 50 square feet for each occupant if more than one. Bedrooms should be arranged so that occupants do not pass through one bedroom to get to another bedroom, bathroom, or living space.
- **Bathrooms** should have a door for privacy, an electrical outlet (newly installed outlets must be a ground fault circuit interrupter), toilet, sink and tub or shower with hot and cold water, and an operable window or mechanical ventilation to exhaust moisture.
- **Kitchens** should have two electrical outlets, a sink and a window that can be opened for ventilation or an exhaust fan. Any appliances such as a stove, refrigerator, or garbage disposal unit must be installed correctly and work properly, including the gas line to a gas stove. A kitchen may not be used for sleeping.
- **Pest Extermination** - The owner of any structure is responsible for extermination within the structure prior to renting or leasing a unit and all common areas. The occupant of any structure is responsible for the *continued* rodent and pest-free condition of the structure. If the infestation was caused by defects in the structure, the owner is responsible for pest extermination. In multifamily properties, both the owner and the tenant may be responsible.
- **Common Areas** like public hallways and stairs should be properly lighted for safety and security. The owner is responsible for the condition of the common areas. Common areas should be kept free of excessive clutter or storage that might block emergency egress.

• **Emergency Exits** – Every story above the second story should be provided with at least two different exits to the ground unless third story rooms are part of a second story unit. Any bedroom in a basement must either have an operable window large enough to get through, or have easy access to two independent exits out of the building. If locked, exit doors should be easy to open without keys in an emergency. Dead bolts keyed from both sides are not allowed. Doors cannot have hasps capable of being padlocked. Exits should not lead through other apartments or bathrooms. Exit paths should not be restricted by anything that could prevent a person from escaping during an emergency.

• **Smoke Detectors** must be operable and are required on every floor level including basements, in each bedroom, and in the immediate area of the bedrooms. Battery-powered smoke detectors are acceptable. The property owner is responsible for providing functioning smoke detectors at the beginning of a tenancy, and the resident generally is responsible for their continue operation by replacing old batteries. Visual alarms should be provided for the hearing-impaired. Hard wired smoke detectors, if installed, must be maintained in working order.

• **Fire Hazards** – the area around water heaters, furnaces and other heat producing devices should be free from storage or accumulations of flammable materials.

ITEMS NOT REQUIRED or covered by the Virginia Maintenance Code include cable television, telephones, intercoms, microwave ovens, antennas, window blinds or draperies, or the color of ceilings, walls, carpet or floors.

The preceding is a summary of the Code and is offered only for general guidance. If you need more detailed information the Department of Planning and Zoning staff will gladly explain or elaborate on any Code requirement.

You may also wish to get your own copy of the VMC. This Code is based on the ICC International Property Maintenance Code and is available at their web site (www.iccsafe.org) or booksellers.

RENTAL CERTIFICATE OF COMPLIANCE PROGRAM

The Rental Inspection program is designed to protect and enhance the quality of the town's housing stock and eliminate dangerous living conditions. The VMC provides the standards for these inspections. Inspections are intended to:

- Help protect the health, safety and welfare of the occupants through identifying conditions that could be dangerous or injurious.
- Help prevent decaying rental properties and the resulting negative impact they have on neighborhoods through identifying conditions that are damaging to the building.
- Provide for compliance with the VMC.

Once notified, residential rental property owners are required to inform the city of any units they own that are within the rental inspection districts.

RENTAL INSPECTION

During the inspection, the inspector will do a thorough check of the building. It will not always be possible to verify that every item is installed and working properly. (For example, a vacant unit in the summer may not have fuel for the heating system to be tested. However, water and electricity must be available for the unit to be inspected.) The inspector will identify conditions that must be corrected and the owner will be given a reasonable amount of time to make necessary repairs.

When the inspection is completed, the inspector will do one of three things:

- Issue a Certificate of Exemption, meaning no violations of the VMC were found. The owner will also be given a copy of the Certificate of Exemption. However, if the unit becomes in violation of the Maintenance Code during the exemption period the certificate may be revoked.
- Issue a Notice of Violation which will give a period of time to correct the violations. The length of time given will depend on several factors, such as extent of the repairs, seriousness of the conditions, and time of year.
- Issue a Notice of Unsafe/Unfit Structure. The time given to make repairs or vacate the unit may range from a matter of hours to several days, depending on the seriousness or danger of the code violations.

When the owner has made the needed repairs, the owner will notify the inspector and the unit will be re-inspected to verify that violations have been corrected. Note: Many repairs require a building permit. Not getting a building permit when required is against the law. If the conditions cited aren't corrected in the time given, the owner may be summoned to General District Court.

BUILDING PERMITS

There are several types of permits – building, electrical, plumbing and mechanical are the most common. In this booklet, all of these types are referred to as “building permits” unless stated otherwise. A permit authorizes specific work to be performed as provided by the USBC and are issued by the Warren County Building Inspections Department. A Zoning Permit issued by the Town of Front Royal is also required for most building permits.

When Permits are Required

Building permits are required before most major work to a building can be carried out but not usually for “ordinary repairs.”

Examples of major work that requires a permit include:

- Removing any part of a wall
- Cutting any structural support
- Altering or replacing a water supply, sewer line, gas line, furnace, electrical wiring or venting
- Work affecting public health or general safety
- Change of use
- Adding dwelling units or rooms
- Changing fuel supply type for comfort heat or water heaters
- Moving or demolishing a structure

Examples of ordinary work that would not require a permit include:

- Painting
- Roof patching or replacement (except in a historic district)
- Replacement of plumbing or electrical appliances or fixtures with similar equipment, including water heaters (Gas appliances require a permit)
- Repair or replacement of doors and windows of similar size in the same location (except in a historic district)
- Siding repairs or vinyl siding (except in a historic district)

Who May Get a Permit

A building permit may be obtained by the property owner or a licensed contractor qualified to do the work.

Who May do the Work Under a Permit

A property owner or qualified contractor may perform the work.

If you have any questions, please contact:

Building Permits

Code Enforcement

Planning & Zoning

Locality	Population	Prop Maint Code	Rental Insp Code	Bldg Insp Department	Total Staff/ Inspectors	Fees ³ Initial/Reinsp
Culpeper¹	17,145	No	No	No	N/A	N/A
Winchester	26,203	Yes	Yes	Yes	6/4 ²	35/0/50
South Boston	7,989	Yes	Yes	No	1 /1	50/0/0
Williamsburg	14,068	Yes	Yes	Yes	6/1	50/0/0
Blacksburg	42,620	Yes	Yes	Yes	5/1	0/0/100
Herndon	23,292	Yes	Yes	Yes	6/3	70/30/60
Pulaski	8,948	Yes	Yes	Yes	3/1	0/0/100

1. The Town of Culpeper did not adopt the full property maintenance code, opting to only adopt the dilapidated structure portion of Part III of the PMC. Building permits and inspection are handled by Culpeper County.
2. The City of Winchester is divided into 4 Rental Inspection areas, each with its own inspector.
3. Rental Inspection Fees are shown for: Initial Inspection/1st Reinspection/ 2nd Reinspection.