



## TOWN COUNCIL WORK SESSION

Monday, July 3, 2017 @ 7:00 PM

Town Hall Conference Room

### **Town/Staff Related Issues:**

1. Presentation from JTS, LLC (Clerk of the Works – Police Department)
2. Continued Discussion - Property Maintenance/Rental Inspection Program – *Director of Planning/ Zoning*
3. Proposed Ordinance Amendment for Flea Market Regulations – *Director of Planning/ Zoning*
4. Ordinance Amendment to Section 46-1 - Public Drunkenness to Public Intoxication – *Town Attorney*

### **Council/Mayor Related Items**

5. Term expiring on the Planning Commission
6. Liaison Committee Meeting Items for July 20<sup>th</sup> Meeting
7. Council Discussion/Goals (*time permitting*)
8. CLOSED MEETING – Council Vacancy, Town Manager Contract, Disposition of Publicly Held Property and Consultation with Legal Counsel

**I move that Town Council go into closed meeting for the following purposes:** **1)** to discuss, consider, and/or interview prospective candidates for appointment to fill the vacancy on Town Council occasioned by the resignation of former Town Council Member Bébhinn Egger, pursuant to Section 2.2-3711.A.1 of the Code of Virginia; **2)** to discuss and consider the performance, salary, and other contractual terms of employment of a specific employee of the Town, specifically the Town Manager, pursuant to Section 2.2-3711.A.1 of the Code of Virginia; **3)** consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, namely, employment contractual provisions of the Town Manager, pursuant to Section 2.2-3711. A. 7. of the Code of Virginia; **4)** discussion or consideration of the disposition of the publicly held real property located in the area of 16<sup>th</sup> Street near Belmont Avenue, 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; and, **5)** consultation with legal counsel and briefings by staff members or consultants pertaining to actual litigation, specifically, *Grace Fellowship Church of God of the Abrahamic Faith v. Town Council of the Town of Front Royal*, where such consultation or briefing in Open Meeting would adversely affect the negotiating or litigating posture of the public body; pursuant to Section 2.2-3711. A. 7. of the Code of Virginia.

**Motion to Certify Closed Meeting at its Conclusion** [*At the conclusion of the Closed Meeting, immediately re-convene in open meeting and take a roll call vote on the following:*]

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

1



Item No. \_\_1\_\_

## Town of Front Royal, Virginia Work Session Agenda Form

Date: July 3, 2017

**Agenda Item:** Presentation from JTS, LLC (Clerk of the Works – PD)

**Summary:** The town issued a RFP for “Clerk of the Works” for the construction of the new Police facility in February 2017. In March, we received four bids from the RFP for services. Staff has been in negotiations with our selected firm and have settled on a price for services as Clerk with JTS, LLC.

**Council Discussion:**

**Staff Evaluation:** Staff evaluated all proposals and selected the preferred firm to engage in contract negotiations, which is JTS. As a result of negotiations, they have amended pricing to incorporate changes results in an 8.7 to 12.2 % reduction in fee. JTS will provide additional information at the work session.

**Budget/Funding:** Funding through the new market tax credits

**Legal Evaluation:** Town Attorney will be available

**Staff Recommendations:** Staff recommends approval of contract with JTS to provide the clerk of the work duties for the construction of the new Police department facility.

**Town Manager Recommendation:** Town Manager agrees with staff recommendation

**Council Recommendation:**

☐ Additional Work Session    ☐ Regular Meeting    ☐ No Action

Consensus Poll on Action: \_\_\_\_ (Aye) \_\_\_\_ (Nay)

Work Session

# **JTS** LLC

**Construction Engineering Services**

RFP Clerk of the Works, Town of Front Royal  
RFP Number: 5

Submitted to: Town of Front Royal  
Attention: Ms. Cynthia A. Hartman, Purchasing Agent  
102 E. Main Street  
Front Royal, Virginia 22630  
March 8, 2017

Submitted by: JTS, LLC  
7723 Rock Creek Road, Henrico, VA 23229  
804-698-9657  
Contact Kenneth J. Cordo, P.E.  
ken@jtsva.com



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For

Front Royal Police Department Headquarter Buildings

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### NOTICE OF PROPRIETARY INFORMATION

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

#### **Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F**

| Section Title     |  | Reason(s) for Withholding |
|-------------------|--|---------------------------|
| <i>None - JTS</i> |  |                           |
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**THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL.**

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal.

LEGAL NAME & ADDRESS OF FIRM:

JTS, LLC

7723 Rock Creek Road, Henrico, VA 23229

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

Printed Name: Kenneth J. Cordo, P.E.

Title: V.P. of Operations

Date: March 8, 2017

Phone: 804-698-9657

Email: ken@jtsva.com

Fax: No

**RETURN OF THIS PAGE IS REQUIRED**

**CERTIFICATE OF NON-COLLUSION**

The undersigned does hereby certify that in connection with the procurement to which this Certification of Non-Collusion is incorporated that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

**AFFIDAVIT**

The undersigned is duly authorized by the Offeror to make the foregoing statement to be filed with proposals submitted on behalf of the Offeror for contracts to be let by the Town of Front Royal.

Signed at Richmond, VA, this 6<sup>th</sup> day of March, 2017  
County (City), STATE  
JTS, LLC By: Kenneth J. Kuntz, VP.  
(Name of Firm) (Signature) Title (print)  
STATE of Virginia COUNTY (CITY) of Richmond

**TO-WIT:**

I Johnna Ellington, a Notary Public in and for the State and County (City) aforesaid, hereby certify that this day 6 March 2017 personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this 6 day of March, 2017

The undersigned declares that the person or persons signing this proposal is/are fully authorized to sign the proposal on behalf of the firm listed and to bind the firm to all conditions and provisions thereof.

Respectfully submitted this 6<sup>th</sup> day of March, 2017.

Johnna Ellington  
Notary Public

My Commission expires 01-22-2020



**RETURN OF THIS PAGE IS REQUIRED**

Proposals must list four (4) references for which similar work has been performed during the past three (3) years.

- (1) CLIENT NAME DBHDS  
ADDRESS (Street) 1220 Bank Street  
ADDRESS (City, St, Zip) Richmond, VA 23219  
CONTACT NAME Tom Ashworth  
TELEPHONE/EMAIL 804-371-0314 / Tom.Ashworth@dbhds.virginia.gov
- (2) CLIENT NAME DGS  
ADDRESS (Street) 1100 Bank St.  
ADDRESS (City, St, Zip) Richmond, VA 23219  
CONTACT NAME Ron White, RA  
TELEPHONE/EMAIL 804-786-2437 / Ronald.White@DGS.virginia.gov
- (3) CLIENT NAME DGS  
ADDRESS (Street) 1100 Bank St.  
ADDRESS (City, St, Zip) Richmond, VA  
CONTACT NAME Chinh Vu  
TELEPHONE/EMAIL 804-786-1410 / chinh.vu@dgs.virginia.gov
- (4) CLIENT NAME VCBR /  
ADDRESS (Street) Route 20/460  
ADDRESS (City, St, Zip) Berkerville, VA  
CONTACT NAME Jim Taylor  
TELEPHONE/EMAIL 804-890-7155 / jim.taylor@dbhds.virginia.gov

## RETURN OF THIS PAGE IS REQUIRED

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

### State Corporation Commission Form

#### Virginia State Corporation Commission (SCC) Registration Information

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

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

55402096

**-OR-**

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

**-OR-**

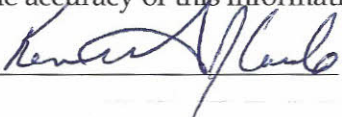
☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance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

**-OR-**

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

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

I certify the accuracy of this information.

Signed:  Title: V.P. Operations Date: 3/8/17

**RETURN OF THIS PAGE IS REQUIRED**

**CONFIDENTIALITY PLEDGE - NONDISCLOSURE CLAUSE**

Access to non-public information may be required in the performance of my official duties, while working under the contract or subcontract with the Town of Front Royal. This information may include, but is not limited to, information on IT configurations, security settings, employees, research, and financial and business operations of the Town of Front Royal. Some of this information is made confidential by law or by the Town of Front Royal policies. Confidential information may be in any form, e.g. written, electronic, oral, overheard or observed. Access to all confidential information is granted on a need-to-know basis. A need-to-know is defined as information access that is required in or to perform the work. Should I have access to non-public information, I agree that I shall not release, publish, or disclose such information to unauthorized persons, except by that which is required to be disclosed by law, regulation, or court or governmental order. I shall protect such information and will employ all reasonable efforts to maintain the confidentiality of such information. These efforts shall be no less than the degree of care employed by the Town of Front Royal to preserve and safeguard sensitive information. I agree that I shall immediately notify the Town of Front Royal of any suspected or confirmed unauthorized disclosure and/or misuse of sensitive information.

If I violate this pledge, I may be subject to <sup>Town of Front Royal/KIC</sup>adverse action up to and including termination of my ability to work at or on behalf of the ~~City of Chattanooga~~. In addition, under applicable law, I may be subject to criminal or civil penalties and/or attorneys' fees and costs as a result of any breach of this Pledge which results in litigation.

I have read the above Pledge and agree to be bound by it.

First Name: \* Kenneth

Last Name: \* Cordo

Company: \* JTS, LLC

By typing my name below, and clicking submit: I acknowledge that I have read and understand everything on this page. Furthermore, I agree to abide by the terms of this form.

Signature: \* 

Date: \* 3/8/17

## 2. JTS BACKGROUND

### Introduction

Headquartered in Central Virginia with personnel located throughout the Commonwealth, JTS is a true service company, working on a diverse range of projects in a variety of capacities. We specialize in servicing the needs of government agencies. Our diverse team of personnel brings new ideas, solutions, and management experience to provide the best service possible. We are dedicated to using proven principals with the latest technology and information to meet your requirements and exceed your expectations. On our team we have Professional Engineers, Construction Managers, Clerk of the Works, Security and HVAC Commissioning Engineers, and Virginia Certified Construction Procurement Professionals.

### Firm History

JTS, LLC was formerly the Engineering Division of LRG Construction, LLC which was started in 2007. Due to on-going growth and to better able to service the needs of our clients, JTS was created as a separate licensed Engineering company. The Engineering Department employees and a majority of the ownership were retained in the new entity of JTS.

Our Engineering Department initially began conducting building forensic evaluations and providing construction consulting services to government agencies. Our services expanded including augmenting staffs of government agencies with construction managers and clerk of the works personnel. Additionally, we provided cost consulting services to better assist building owners embarking on a capital building improvement program.



*JTS was selected by DGS to oversee renovations at the Governor's Mansion.*

As our reputation grew, our engineering services expanded providing pre-planning studies, design-build, reserve analysis, roof surveys, and building evaluations.

### Representative Client List

Following is a brief sample list of government agencies and clients that JTS has had the privilege of providing similar services as to those requested in the RFP.

- Virginia Department of General Services
- Virginia Department of Forensic Services
- Virginia Community College System
- Virginia Department of Behavioral Health and Developmental Services
- Virginia Department of Corrections
- New Kent County
- Virginia Department of Emergency Management (VDEM)

**Geographic Location**

JTS, LLC is headquartered in Henrico, Virginia. However, we have staff located throughout the Commonwealth of Virginia. All our employees are residents of the Commonwealth.

**Firm Organization**

JTS is a Limited Liability Corporation. We are a registered Small and Minority Business with the Virginia Department of Small Business and Supplier Diversity. Kenneth J. Cordo, P.E., VCCO has been assigned as the contract manager for this project. He is the Vice President of Operations as well as one of the Owners of JTS. Owner involvement translates into superior services for the Town of Front Royal. There are 2 additional owners of JTS; Joe France and Keith Cannon.



### 3. STATEMENT OF QUALIFICATIONS

The JTS staff have amassed a considerable amount of experience on government projects including detention centers. All our experience is on Virginia projects with much of that experience gained by personnel who will have a direct involvement on the Town of Front Royal Police Headquarters Project. A brief listing of the projects where we have provided Clerk of the Works is below:

#### Commonwealth of Virginia Clerk of the Works Project Experience

- Western State Hospital, Staunton, VA
- Governor's Mansion, Richmond, VA
- Commonwealth Center for Children and Adolescents, Staunton, VA
- Virginia Department of Forensic Services – Building Addition & Renovation, Roanoke, VA
- Monroe Building – Virginia Veterans Services
- Water Tower Repairs and Painting, Piedmont Geriatric Hospital, Burkeville, VA
- Water Tower Repairs and Painting, Central State Hospital, Petersburg, VA
- Main Street Center – Virginia Wine Board, Richmond, VA
- Central State Hospital – Laundry Building, Petersburg, VA
- Central State Hospital – Food Service Building, Petersburg, VA
- Eastern State Hospital – Energy Performance Contract, Williamsburg, VA
- Virginia Center for Behavioral Rehabilitation, Nottoway, VA
- Southern Virginia Mental Health Institute, Danville, VA
- Biotechnology 6 Building, Richmond, VA
- Monroe Building – Virginia Treasury Department, Richmond, VA
- Library of Virginia, Richmond, VA
- Surplus Warehouse – DGS, Richmond, VA

In addition to our Clerk of the Works Services, JTS has provided other construction engineering services that are consistent with this RFP including the following:

- Independent Cost Estimates – We have completed six independent cost estimates for the Virginia Community College System.
- Forensic Engineering – JTS personnel have conducted forensic studies of building system component failures.
- Dispute Resolution – JTS personnel have testified in court cases and arbitration cases as expert witness in building code and construction practices.

Following are project profiles of sample projects completed by our firm which provide greater in-depth information of our abilities.

## Western Forensics Laboratory Roanoke, Virginia

### Client

Virginia Department of General  
Services

### Reference

Mike Dooley  
Virginia Department of General  
Services  
Capital Outlay Program Mgr  
Phone Number: 804.908.0728  
Email  
mike.dooley@dgs.virignia.gov

### Scope of Work

JTS served as Clerk of the Works during the building addition and renovation of the State's Western Forensics Laboratory. As the Clerk of the Works of the Project, JTS provided full time on-site observations of the progress of the work. Due to the importance of the facility, work proceeded 7 days a week.

As Clerk of the Works, JTS monitored and inspected all materials, equipment and supplies for compliance with the contract documents, shop drawings, and submittals. Installation and workmanship were inspected with contract documents and industry standards. Any deficiencies noted with materials or installation were immediately reported to the Owner's Project Manager.

Work activities at the jobsite were recorded in a daily field report. Photographs were issued with the daily field report to document site conditions. The daily field report was issued to the Owner's Project Manager, the A/E and additional stake holders. At the end of the week, a weekly report was issued which summarized the week's activities.-

JTS' Clerk of the Works was an active participant in progress meetings and assisted with reviews of the pay application. Finally, the Clerk of the Works was instrumental in coordinating Code Inspections by the Bureau of Capital Outlay Management.

### Project Description

The scope of the project included constructing a three-story addition and subsequent renovation of the existing laboratory building. The forensics building included state-of-the-art laboratory equipment requiring stringent temperature and humidity controls. Testing and Balancing as well as the commissioning process were instrumental to the project's success. In addition to interior work, new security controls were updated inside and exterior to the building.

## Governor's Mansion Richmond, Virginia

Client  
Virginia Department of General  
Services

Reference  
Kevin Riley  
Virginia Department of General  
Services  
Capital Outlay Program Mgr.  
Phone Number: 804.225.2968  
Email kriley@dgs.virignia.gov

### Scope of Work

JTS served as Clerk of the Works during replacement of the HVAC system at the Governor's Mansion. As the Clerk of the Works of the Project, JTS functioned as the intermediary between the Governor's Staff and First Family and the Contractor. Daily morning briefings were conducted. The morning briefings coordinated the day's work and up-coming activities with the daily activities at the Mansion.

As Clerk of the Works, JTS monitored and inspected all materials, equipment and supplies for compliance with the contract documents, shop drawings, and submittals. Installation and workmanship were inspected with contract documents and industry standards. Any deficiencies noted with materials or installation were immediately reported to the Owner's Project Manager.

Work activities at the jobsite were recorded in a daily field report. Photographs were issued with the daily field report to document site conditions. The daily field report was issued to the Owner's Project Manager, the A/E and additional stake holders. At the end of the week, a weekly report was issued which summarized the week's activities.-

JTS' Clerk of the Works was an active participant in progress meetings and assisted with reviews of the pay application. Finally, the Clerk of the Works was instrumental in coordinating Code Inspections by the Bureau of Capital Outlay Management.

### Project Description

The scope of the Project entailed the replacement of the HVAC System including new equipment, ductwork, and Building Automation System. Ductwork was replaced in attic spaces and chases which required temporary removal of walls and ceilings for access. Upon conclusion of duct replacement, finishes were replaced to the standard fitting of a governor's mansion. JTS was instrumental in coordinating the contractor's activities with the Governor's staff.

## BSL3 Laboratory – Biotechnology 6 Building

Richmond, Virginia

### Client

VA DGS

### Reference

Trev Crider, Project Mgr

VA DGS

1100 Bank Street

Richmond, VA 23219

804.225.2968

Program Manager

MBP

Kevin Riley, Project Manager

1100 Bank Street

Richmond, VA 23219

804.225.

Architect

FPW Architects

Dave Puckett, RA

Charlottesville, VA

Virginia Department of

Behavioral Health

### Scope of Work

JTS served as Clerk of the Works during the emergency environmental remediation, HVAC replacement and laboratory renovations in the Biotechnology 6 Building. This was an emergency project and JTS assembled a team of professionals on short notice to oversee a three-shift per day; seven day per week project.

As Clerk of the Works, JTS monitored and inspected all materials, equipment and supplies and installation for compliance with the contract documents, shop drawings, and submittals. Any deficiencies were immediately reported to the project team. Work activities at the jobsite were recorded in a daily field report accompanied by photographs. The daily report and weekly summary were distributed to the project team. JTS' Clerk of the Works was an active participant in progress meetings and assisted with reviews of the pay application. Finally, the Clerk of the Works was instrumental in coordinating Code Inspections by the Bureau of Capital Outlay Management.

### Project Description

The scope of the project involved mold abatement including the removal of the existing ceilings, walls, electrical and HVAC systems in the BSL3 lab suite and subsequent rebuilding to meet CDC laboratory standards. In addition to re-building the laboratory space, the existing window openings in the exterior masonry walls were filled and a new air barrier was applied to the exterior wall surfaces. Once construction was complete, an extensive commissioning process was conducted to insure proper air pressures of the labs were maintained under all conditions of equipment usage.

## Building 43 – Central State Hospital Petersburg, Virginia

### Client

Virginia Department of  
Behavioral Health

### Reference

Tom Ashworth  
Virginia Department of  
Behavioral Health  
1220 Bank Street  
Richmond, VA 23219  
Capital Outlay Project Manager  
Phone Number: 804.371.0314  
Email  
tom.ashworth@dbhds.virignia.gov

Architect  
John Taylor, AIA

Structural Engineer  
Dunbar, Milby, Williams,  
Pittman, and Vaughn  
Kenny Pittman, P.E.  
611 Moorefield Park Drive  
Richmond, VA 23226  
804.323.0656

Quality Control Firm  
RCS  
John Taggart  
1660 Mountain Road  
Glen Allen, VA 23060  
804.515.0885

### Scope of Work

JTS provided Project Management Services to the Virginia Department of Behavioral Health during repairs to this Historic Structure. JTS's Project Manager participated in the procurement process of the contractor and then followed the project through final punch list. Specifically, JTS's Project Manager conducted progress meetings, negotiated change orders, and ensured project was completed in accordance with the project documents. The Project Manager tracked the project schedule including interim milestones. We supervised the A/E and Project Inspector. We ensured the A/E responded in a timely manner to all RFIs, promptly reviewed submittals and issued meeting minutes. During construction, we reviewed the Project Inspector's Daily Field reports and ensured Special Inspections were undertaken. As the project was completed, JTS's Project Manager followed through on the punch-list completion and warranties.

### Project Description

The scope of the project involved the removal of the existing roof and corroded deck, repairing structural supports, and installing new galvanized decking and roofing. The perimeter flashings contained asbestos. Abatement of this material was conducted in accordance with EPA and OSHA requirements prior to other trades conducting their work.

After selective demolition, the exposed masonry and structural steel was inspected and repairs initiated. Upon conclusion of structural repairs, the new galvanized decking was installed with all new support angles secured to the exterior masonry walls. The new roof membrane was installed over tapered insulation. The Owner selected Seaman Corporation's 45 mil FiberTite-SM membrane as the replacement membrane. This membrane consists of a reinforced polyester knit fabric, coated with Dupont's <sup>TM</sup> Elvaloy® Ketone Ethylene Ester (KEE). Additional work on the project included new metal coping, new roof drains as well as new overflow drains, and repairs to the masonry façade. Finally, a new decorative glass block feature was installed over the front entrance.

## Virginia Center for Behavioral Rehabilitation Burkeville, Virginia

### Client

Virginia Department of  
Behavioral Health and  
Developmental Services

### Reference

Mickie Jones  
Virginia Department of  
Behavioral Health and  
Developmental Services  
Capital Outlay Program Mgr  
Phone Number: 804.371.0310  
Email  
mickie.jones@dbhds.virginia.gov

### Scope of Work

JTS personnel served as Clerk of the Works during the building renovation of the Virginia Center for Behavioral Rehabilitation (VCBR) facility. As the Clerk of the Works of the Project, JTS provided oversight of the work. Due to the importance of the facility, coordination of the work with the occupied facility was key.

As Clerk of the Works, JTS monitored and inspected all materials, equipment and supplies for compliance with the contract documents, shop drawings, and submittals. Installation and workmanship were inspected with contract documents and industry standards. Any deficiencies noted with materials or installation were immediately reported to the Owner's Project Manager.

Work activities at the jobsite were recorded in a daily field report. Photographs were issued with the daily field report to document site conditions. The daily field report was issued to the Owner's Project Manager, the A/E and additional stake holders. At the end of the week, a weekly report was issued which summarized the week's activities.-

### Project Description

The scope of the project included constructing a new mezzanine level of administrative facilities, new kitchen and dining facilities, modifications to the existing HVAC system, and general renovation activities. The work was conducted in an occupied facility. We were instrumental coordinating work activities between the owner and the contractor.

## Independent Cost Estimating – Virginia Community College System Statewide Virginia

### Client

Virginia Community College  
System

### Reference

Paul Sweet  
Virginia Community College  
System  
Capital Outlay Program Manager  
Phone Number: 804.819.4913  
Email psweet@vccs.edu

### Scope of Work

JTS provided construction cost consulting to the Virginia Community College System at three sites. Independent cost estimates were developed based on preliminary drawing submissions by the A/E. Independent cost estimates were formatted to meet the requirements of the Construction and Professional Services Manual.

### Project Description

JTS provided independent cost estimates to the VCCS for the following projects:

- Sowder, Hall, Lord Fairfax Community College, Warrenton, VA – The scope of this project entailed the renovation of a former barn structure into an upgraded student activities center. Renovated meeting spaces, corrections to HVAC issues, and a comprehensive new lighting package was part of the scope. Finally, exterior upgrades were incorporated which were compatible with the Historic Designation of the Building.
- Workforce Development Center, Danville Community College, Danville, VA – The Workforce Development Center Project was a two-phase project. The initial phase entailed a site package which included a new parking lot, sidewalks, storm drainage, utilities and a new structure. The new structure was a 7,500 square foot building which housed new classrooms and trade training shops; specifically welding shops. The building was a steel and masonry structure. The second phase of the project entailed the renovation of approximately 20,000 square feet of existing classroom space. The scope of the renovation phase entailed new classes room finishes, renovated lab spaces, new public restrooms and corrections to ADA deficiencies.
- Motorsports Workforce Development Center, Patrick Henry Community College, Martinsville, VA – The scope of the Motorsports Workforce Development Center entailed the complete renovation of approximately 54,000 square feet. The renovation included new class rooms and shop areas to support the mission of the motorsports workforce development center. Additionally, a new fire suppression and fire alarm system were added.



#### **4. SUMMARY OF CURRENT PROJECTS BEING PERFORMED**

Following are a list of current projects being worked by JTS that are consistent with the services requested by this RFP.

- Boiler and Heating System Replacement, Northern VA Mental Health Institute, Falls Church, Virginia
- Energy Performance Contract at Eastern State Hospital, Williamsburg, Virginia
- Monroe Building – Virginia Department of the Treasury, Richmond, Virginia
- Fire Suppression Upgrades, Piedmont Geriatric Hospital, Burkeville, Virginia
- Water Tower Upgrades, Burkeville, Virginia

As a licensed engineering firm, JTS has other on-going projects and work; however, these contracts are not Clerk of the Works Services.



## **5. CLIENT BREAKDOWN**

JTS' client breakdown by dollar volume is approximately 80% government and 20% private sector clients.



## **6. TOWN OF FRONT ROYAL/WARREN COUNTY EXPERIENCE**

JTS has not had the opportunity to provide services in the Town of Front Royal nor Warren County; however, we have provided the following services in nearby communities;

- Mercury Paper Plant, Strasburg, VA – Physical Condition Assessment and Environmental Site Assessment
- Dominion Power, Warrenton, VA – Provided zoning plan and permit assistance to General Contractor constructing utility structure.
- Winchester Hospital, Winchester, VA – Prior to the establishment of JTS, JTS personnel conducted environmental compliance inspection and provided construction oversight at the original city location.



## 7. REFERENCES

1. Name and Title: Tom Ashworth, Office of A&E Services

Agency: Virginia Department of Behavioral Health and Developmental Services

Address: DBHDS, Office of A&E Services, 1220 Bank Street, Richmond, VA 23219

Phone: 804.371.0314

e-mail address: [Tom.Ashworth@dbhds.virginia.gov](mailto:Tom.Ashworth@dbhds.virginia.gov)

Services Provided: JTS is providing staff augmentation in the form of Project Management and Clerk-of-the-Works support. We have provided these services continually since 2010.

2. Name and Title: Frank R. Snider, VCA, Construction and Facilities Contract Manager

Agency: Virginia Department of General Services

Address: DGS, 1100 Bank Street, 10<sup>th</sup> Floor, Richmond, VA 23219

Phone: 804-225-8591

e-mail address: [frank.snider@dgs.virginia.gov](mailto:frank.snider@dgs.virginia.gov)

Services Provided: Kenneth Cordo, P.E. and Jerry Williams of JTS augmented the staff of DGS by providing Project Management and Field Support during construction projects including the Surplus Warehouse Project, State Library Façade Repairs, and Western Forensic Laboratory.

3. Name and Title: Charles Small, Community Association Manager

Firm: ACS West

Address: 1901 Byrd Avenue, Richmond, Virginia

Phone: 804.282.7451

e-mail address: [csmall23229@yahoo.com](mailto:csmall23229@yahoo.com)

Services Provided: JTS has provided construction oversight and reserve analysis for numerous home owner and condominium associations.

4. Name and Title: Paul Sweet, RA

Agency: Virginia Community College System

Address: 300 Aboretum Place, Suite 200, Richmond, VA 23236

Phone: 804.819.4916

Email address: [psweet@vccs.edu](mailto:psweet@vccs.edu)

Services Provided: JTS has provided independent cost consulting services for various projects for this Commonwealth of Virginia agency including renovation of the historical student center at Lord Fairfax Community College.

## **8. Scope of Services (Project Approach)**

*Following is JTS's planned project approach; however, we are intent is to meet with representatives of Town of Front Royal and tailor our approach to fit the Town's needs as we see ourselves partnering in this project.*

### **A. Project Management Plan**

The first course of action will be for JTS to develop the Project Management Plan. The Project Management Plan will outline policies and procedures for planning, design, and construction activities, and establish the initial guidelines to implement the plan. This will potentially include the following:

- Organizational Chart: Administrative and Functional Organization
- Master Schedule and Schedule Monitoring Procedures
- Master Budgets: Budget Worksheets, Project Budgets, Budget Monitoring Procedures
- Integrate Project Financial Procedures with Town Procedures
- Project Commencement Procedures
- FTP or SharePoint site deployment
- Familiarization with Preliminary Design Documents/Court Orders
- Parameters of Community Information Website.

### **B. Communications and Reporting**

JTS understands the complexities of managing projects with many stakeholders. Construction of a Police Headquarters is a project that may have competing stakeholders as government officials will be focused on costs and needs while end users will focus on function. JTS works to balance these competing interests.

Timing and schedule is crucial especially when dealing with multiple stakeholders. We will keep the Town, localities, end-users, A/E and the contractors up-to-date on all project related information from pre-construction meetings through close-out. We will conduct meetings and teleconference calls, prepare and distribute minutes, and address outstanding issues.

Reports will be formatted and written to communicate that each scope element and work task is consistent with Town of Front Royal requirements. The reports will address the status of items related to project schedule, including milestone accomplishments, adherence to proposed budgets, and highlight any major upcoming project activities and action items. Input will be

sought from stakeholders to insure that the reports address all pertinent project issues and any recommended adjustments to the format will be implemented.

## **PRE-CONSTRUCTION**

### **C. Design, Review and Evaluation**

We understand that a significant portion of the design effort is complete. However, it is never too late to implement design improvements. JTS will approach this phase of the project as a collaborative effort between the Town, our project team, and the Design Professionals. Working as an integrated team, our collective goal is to produce a high-quality end product that conforms to your design intentions, and can be constructed within the developed budget.

How does JTS work toward producing a high-quality end product – we bring in a team of seasoned professionals with real-life field experience. These individuals look at the design from a constructability as well as long term maintenance perspective with a special emphasis on building/HVAC systems and operation.

We will work with the Design Professionals to provide comprehensive and detailed design reviews at each submittal milestone. Our representatives will also be conduct design and review meetings. We understand the importance of cost control throughout the Design Process. We will monitor the A/E and end-user for “scope creep” which is one of the major factors for project cost over-runs.

A major coordination effort of JTS during the Pre-Construction Phase will be the coordination of the Design Professional and the end-users. JTS will be actively coordinating these reviews.

### **D. Constructability and Coordination Review**

A review of the documents, prior to bid, can protect the Town from potentially costly delays and unnecessary change orders that are caused by errors, inconsistencies, or inadequate detailing in the construction documents. Our team’s experience across the spectrum of the construction industry (including work with owners, architects, contractors, subcontractors and lawyers) gives us an invaluable insight into possible liability exposure or the potential manipulation of contract documents.

Our standard constructability review includes an independent examination of all project documentation that will become a part of the construction contract documents, including drawings and specifications. Our reviews will ensure that your standards are upheld, and that the proposed construction means and methods are feasible. Our reviews add value to a project because:

- Change orders are dramatically reduced
- Potential conflicts and problems are identified early on
- The exposure to potential claims is minimized or eliminated

Our in-house expertise in the fields of architectural, MEP and structural design will also bring tremendous value to this effort.

The ultimate goal is to reduce the number of issues that generate costs and delays to the project, assure that materials specified meet your standards, and value engineer to keep the project on budget. A back-check will be performed prior to bid to insure that all comments, concerns and recommendations have been properly addressed.

#### **E. Project Management Systems (if requested by the Town)**

Depending on the size of the Project and Number of stakeholders, JTS will employ a cloud-based document control system. These systems uses web based applications to log, track, maintain and disseminate all relevant contract and project documentation to support the project goals. Consistency is established between the digital information stored and the manual filing system. The “cloud” serves as a back-up. The level of detail in document control varies by project and depends on the requirement of the stakeholders. The key tasks that JTS typically employs are:

- Input all relevant project information, including contract information, design & bidding documents, and key parties in the centralized database.
- Drawing control
- Create access codes and rights for project participants.
- Create detailed filing code structure. These file codes are stamped in the document before logging and filing. This facilitates tracking and retrieving these documents.
- Create transmittals for all outgoing documents in Contract Manager
- Process submittals and update them in a timely manner
- Input and track RFIs
- Document and log change order proposals and field instructions

- Manage the change management process
- Create daily and weekly reports, meeting minutes
- Log, scan, and attach all documents
- Create detailed custom reports and logs. These reports are disseminated to the various stakeholders

#### **F. Budgeting**

**Budget Management:** Initially JTS will review the program/project, in order to validate the expected scope, quality of materials, and systems are feasible within the given budget. We will also analyze the implications (long and short term) of program/project decisions with regard to cost, schedule, constructability, and quality. We will work with the Design Professionals and the Town of Front Royal in developing a realistic and accurate project budget.

**Budget Variances:** It is typically our responsibility to note any budget variances and provide recommendations to deal with these variances. JTS will attempt to identify budget variances early in the Design Phase.

#### **G. Contractor Selection**

JTS will assist the Town with procurement of the respective contractor(s). We will review procurement documents to ensure they are detailed and crafted to protect the interests of the Town and adhere to the procurement requirements. Kenneth J. Cordo will head up this effort. As a certified Virginia Construction Contracting Officer by the Virginia Department of General Services, he is one of the few individuals in the private sector that can claim passing this certification exam.

Our project team has extensive resources to generate bidder interest. As a Mid-Atlantic firm, we have a working knowledge of local market conditions, and our team will be readily available to assist in writing scopes of work, provide cost comparisons, address questions, and assist the Town in the selection and contracting of the successful firm. We feel our involvement will be a positive factor in attracting quality firms.

**JTS's local commitment.** Members of our team formerly worked for General Contractors; hence, we are adept breaking out smaller bid packages from larger projects. This means we can bid out smaller scopes of work so that some of the smaller, local contractors in Town of Front Royal can be part of the process. There is nothing more frustrating for a locality to embark on a major capital project only to have all the contracts awarded to out of Town firms.

## **H. CONSTRUCTION**

What sets our team apart from many other project management firms is our emphasis on cost and project controls. We employ managers who can analyze change orders, review schedules, and provide an environment of mutual trust and outstanding communication.

JTS will initiate sound management, cost, and time controls on the Town's behalf, and work proactively to resolve project issues. We encourage the vigorous enforcement of the contract, and a fair and equitable approach toward all parties. One of our primary goals will be to attain a claim-free project. We will review work in place versus the pay applications to ensure that the integrity of project financials are maintained.

While we vigorously enforce the contract documents, our purpose is to encourage the contractor to perform. If they need assistance, we will communicate that to you, and work together to develop creative solutions.

Our team will monitor daily construction activities and ensure that the flow of information and project documentation between stakeholders, the Design Team, and the Contractor is well maintained and accurate. Aside from efficiency and good communication, this is strategically important for presenting your position if unresolved issues should occur. The smooth running of this project will depend upon effective communication and the prompt addressing of delays, disputes, and budget overruns, as this is critical to good relationships between all concerned parties.

From design through user occupancy, we maintain the highest level of quality management on our jobs by:

- Acquiring a comprehensive understanding and control of all project documents
- Maintaining cooperative and efficient communication between all parties
- Identifying potential disputes early, and instituting a claims avoidance program
- Acting aggressively in the pursuit of due diligence
- Using a fair and equitable approach to the various team members, while always protecting your interests

During construction, JTS will conduct meetings and prepare minutes of all required project meetings. We will be available on short notice to attend unscheduled or impromptu meetings.

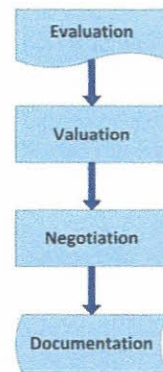
During the Project, JTS will coordinate inspections by code officials and the Fire Marshall's Office.

### **I. Change Management**

There are generally three reasons that change order requests and change orders are generated: change of scope, differing conditions, and errors/omissions. Scope changes and differing conditions will occur during the course of the project, and analyzing and negotiating a fair settlement is one of JTS's strengths.

All change order analysis must begin from the contractual perspective. Before any change order analysis commences, JTS will have reviewed the contractor's change order to ensure that your interests are protected as well as meet the contract requirements. We will also review the Change Order Justification to ensure the appropriate box is checked and the explanation is provided. During analysis, the initial step is to establish entitlement to the alleged changed condition. This will be accomplished through a thorough review of the contract documents. Only when proper entitlement has been established will the process of valuation begin.

#### **CHANGE ORDER PROCESS**



The valuation process will address both cost and time issues as they relate to each other. Our staff members are acknowledged experts in this regard. We will provide independent estimates and find discrepancies and errors in the Contractor's claim presentation. We will research for both credits and additions to the scope of work, and arrive at a reasonable assessment.

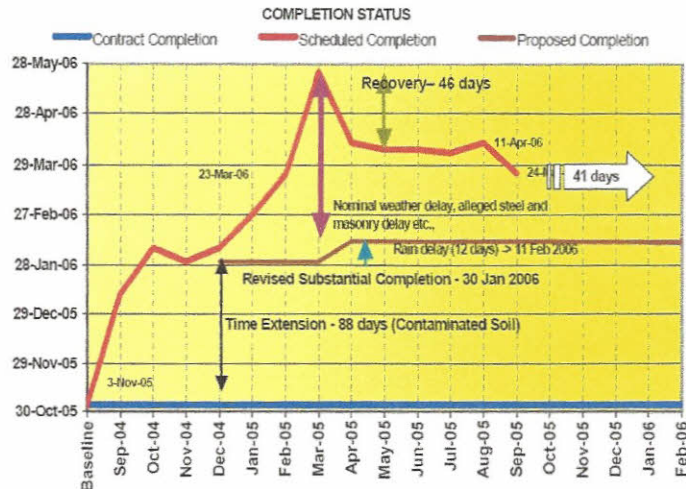
An important element in change order analysis is time. It is advantageous for the Town to deal with the issues as expeditiously as possible. Time-consuming change order requests often gain credibility only through their apparent longevity that tends to entrench the Contractor into an intractable negotiating position. For this reason, the team will analyze and negotiate change orders as quickly as possible. An added benefit is that this process continuously places the obligation to respond on the Contractor.

While we will strongly advocate the client's position, we must also be fair, consistent, and objective in our evaluation. This will establish credibility with the Contractor that will translate into positive performance.

## J. Schedule Management

The Contractor's as-planned schedule will be reviewed for compliance with the specifications and for the integrity of logic and durations. Particular items that will be evaluated include:

- Overall duration
- Phasing requirements
- Number of inclement weather days
- Closeout and commissioning activities
- Procurement and delivery activities
- Long lead items



The schedule will be discussed in detail at weekly project meetings and extensively reviewed on a monthly basis to ensure that as-built conditions are fairly represented and that the remaining planned work reasonably incorporates all scope adjustments. A proactive approach will be taken to curtail unjustified construction claims. We will work with the contractor to ensure that a 4-week look-ahead schedule is updated and provided weekly for distribution prior to mid-day Thursday, or as required.

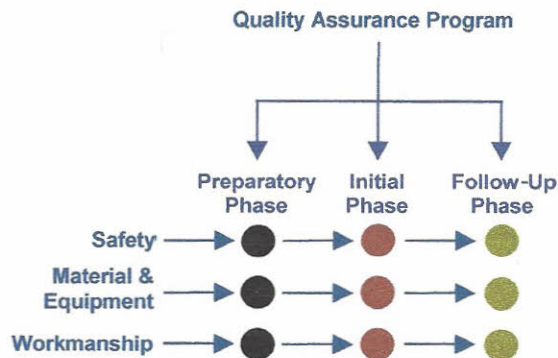
## K. Quality Management

We will review and inspect work and materials in a timely manner to avoid disruption to the schedule or work already in place. Our personnel would personally observe, check, and measure items placed in the construction for compliance to the contract document, technical instructions from the architect, and directives from you.

The purpose of our QA/QC inspection is to verify that the workmanship, materials, and equipment being installed by the Contractor meet or exceed the requirements of the contract drawings and specifications.

We would inspect all work performed, and promptly notify you of discrepancies. Special inspections, which are not included in this proposal, will be coordinated with the Contractor to minimize impacts on construction operations, and to confirm that critical inspections occur as required. We document inspections and prepare weekly reports, identifying those items that have been satisfactorily inspected, and those that require correction. Additionally, we would

ensure the Contractor accurately marks the required record drawings with as-built information daily.



We employ a three-step quality assurance program that complements the Contractor's quality control efforts. The program would commence in advance of construction, and continues until completion and acceptance of the work. The following is a brief description of each phase:

The Preparatory Phase begins prior to active installation of work. It includes a check of submittal approvals, material conformance to specifications, and equipment safety checks. A meeting is scheduled with the Contractor performing the work. The purpose of the meeting is to review the drawings, specifications and submittals to establish expectations and to identify and resolve any issues of design intent or performance prior to start of installation.

The Initial Phase begins at the outset of the construction operation. This inspection will establish the standard of acceptable workmanship and resolve any outstanding differences of contract interpretation. Safety requirements are observed to ensure compliance with regulations.

We will coordinate the Follow-Up Phase, which provides project inspection and testing to determine continuation of workmanship and compliance with standards previously established during the initial phase. Once a segment of work is completed, a list of non-conforming items will be prepared for correction. Correction of items must occur prior to the start of the next segment of work.

#### **L. Safety**

Safety is our priority. Our team will work with the contractor to develop a construction safety plan that is consistent with OSHA standards, the Town requirements, and other entities as required.

We understand that safety is the responsibility of the Contractor but we believe that all project individuals should be involved to keep the job safe and free of injuries. We will monitor such nuisances as noise; dust and odor from construction activities make sure they will not impact the operations of nearby facilities and occupants.

## **POST-CONSTRUCTION**

We separate closeout as a distinct phase because too often, construction managers begin to phase out their key staff as a project nears completion. JTS will not replace the personnel with the most direct project experience during this critical phase of completion.

The planning for a successful post-construction phase begins on Day 1 of the project, not the end of construction. From the beginning, JTS will develop a successful “end game” strategy to ensure that all the prior efforts result in a successful conclusion. To do this, we will ensure that the contract documents properly address the closeout requirements and their timing. Items to be addressed include:

- Submittal of applicable closeout documents
- Timely punch list completion
- Turnover of O&M manuals, as-builts, and warranty contacts
- Training
- Commissioning and startup activities

To address warranty issues post-occupancy, we will develop a tracking and monitoring program to assure contractual compliance. JTS will add value and efficiency to this process by first verifying the nature of the issue, and identifying the responsible party for action. Our follow up will ensure that each task is successfully completed. Throughout the construction process, JTS will verify that all lien waivers are properly documented. JTS will advise you when Notice of Completion may be filed, and ensure that your interests are protected.



## 9. JTS Fee Proposal

Our estimated fee proposal is based on the provided schedule in the RFP.

|                                                                                                                                                                                                |                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| A. Site Mobilization                                                                                                                                                                           | \$ 1,500.00         |
| B. Construction Period Services (Project Start-up through Substantial Completion – Inclusive of 1 Full-time Clerk of the Works and 1 P.E. Support) –<br><u>14 months @ \$ 13,500 per month</u> | <u>\$189,000.00</u> |
| Estimated Project Total                                                                                                                                                                        | \$190,500.00        |

JTS is receptive to any fee negotiating with the Town of Front Royal to work within any budgetary constraints.

Our proposed fee is inclusive of cell phones, i-pads, laptops, computers, printers, and personal protective equipment.

Value-added services to be quoted separately.



## **10. Personnel/Resume's**

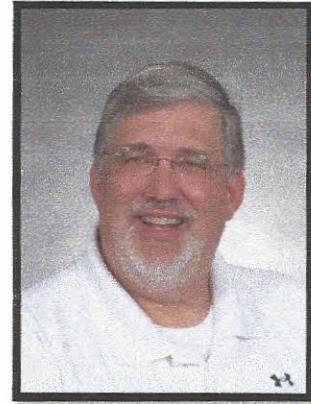
JTS, LLC has a staff of Clerk of the Works as well as Project Managers, Cost Estimators, and Engineers. For the two New Police Headquarters Buildings we have designated J. Randy Atkins as our Clerk of the Works. Mr. Atkins graduated from VMI's Engineering Program and has over 25 years of engineering and construction-related experience. Recently, he has completed Clerk of the Works Projects on behalf of the Virginia Department of General Services for such high profile clients as the Virginia Treasury, Virginia Veterans Services, and the Virginia Wine Board. Throughout his career he has provided field oversight in a variety of projects including the Clover Hill Power Station, Virginia Capitol Complex, and various projects at VCU.

Mr. Atkins will have full support of the JTS team in completing his assignment. Mr. Atkins will be supervised by Kenneth J. Cordo, P.E. Mr. Cordo is a licensed Virginia Professional with over 30 years' experience; much of that experience has been managing projects and supervising Clerk of the Works personnel. Prior to starting JTS, Mr. Cordo, P.E. served as a Capital Outlay Project Manager for the fifth largest agency in the Commonwealth; thus, he manages work with an owner's perspective. Since starting JTS he has had the opportunity to manage Clerk of the Works contracts at the Governor's Mansion; the Western Forensics Laboratory – the Commonwealth's State-of-the-Art Forensics Laboratory for the Office of the Chief Medical Examiner and State Police; and multiple agencies in downtown Richmond in preparation of the General Assembly renovation.

Additional support will be provided by other Clerk of the Works as needed including Jerry Williams, Mike Pierson, and Gary Rose.

Following this page are resume's of the proposed team.

**Randy Atkins**  
**Clerk of the Works**



#### Education

- B.S. Electrical Engineering, VMI, Lexington, Virginia

#### Experience

Mr. Atkins has more than 25 years of progressive engineering and construction-related experience. After graduating from VMI with a degree in Electrical Engineering, he went to work for Virginia Power as a Project Engineer. As a Project Engineer, he was a key team member in the field on various complex projects including the capital replacement of industrial equipment, modernization of power generating equipment at the Chesterfield Plant and the new construction of the \$1.2 Billion Clover Power Station in Halifax, Virginia.

After leaving Virginia Power, Randy conducted Quality Control (QC) and Safety inspections either as an independent consultant or on the behalf of a mid-size Mid-Atlantic Mechanical Contractor. The QC and Safety Inspections were performed on a variety of industrial, commercial, and government buildings including many Commonwealth of Virginia facilities. Additionally, he created a state-approved apprenticeship programs in HVAC and Plumbing. Finally, Mr. Atkins has developed and taught safety training courses for construction personnel.

#### Relevant Projects

- Clover Power Station, Halifax, VA – Construction of New \$1.2 Billion Dollar Power Plant
- Virginia Veterans Services, Richmond, VA – Renovation
- Virginia Treasury Department, Richmond, VA – Renovation
- Virginia Wine Board, Main Street Center, Richmond, VA - Renovation
- Virginia Power Plant Modernization, Chesterfield, VA – Systems Testing and Maintenance
- Capitol Complex, Utility Upgrades, Richmond, VA
- Main Hospital, VCU, Richmond, VA – Various Renovation Projects
- Biotech Building Number 1, Richmond, VA – New Construction
- Beaumont Juvenile Justice Center, Powhatan, VA – New Construction of Cottages
- Sussex Correctional Facility, Sussex, VA – New Construction
- VCU Athletic Facility, Richmond, Virginia – New Construction
- Capital One Campus, Goochland, VA – New Construction
- Dinwiddie High School, Dinwiddie, VA – Renovation of School Building
- Dinwiddie Middle School, Dinwiddie, VA – Renovation of School Building
- Bowe Street Parking Deck, VCU, Richmond, VA – New Construction of Parking Deck

**Kenneth J. Cordo, P.E.**

**Education**

- B.S., Civil Engineering, University of Illinois, Urbana-Champaign
- M.B.A, VCU

**Certifications/Licenses**

- Professional Engineer, VA
- LEED AP®
- VA Construction Contracting Officer (VCCO)
- CDT, CSI

**Professional Organizations**

- CSI, Chapter President
- CSI, Previously Board of Director
- IFMA

**Continuing Education**

- Erosion and Sediment Control, DCR
- Var. Roof Seminars, RCI
- CSI Lectures
- HVAC Systems, JSRCC
- Commissioning, JRGBC
- Construction Document Technologist
- Virginia Construction and Professional Services Manual
- 2009 IBC Code Update Classes and Seminars



Mr. Cordo has 30 years of experience in the engineering and construction industry. Ken will manage JTS's engineering and construction management services departments. During the course of his career, Mr. Cordo has managed projects and supervised clerk-of-the-works services for a variety of state and municipal agencies. He has a great breadth of industry experience having worked on Educational, Hospital Buildings, Libraries, Office Buildings, and Utility Projects on campus-wide infrastructure improvements.

Mr. Cordo has been qualified as an Expert in the field of Building Code and Construction by the Courts. He has issued expert witness reports and provided testimony in depositions, arbitration, and court room trials. Finally, he has conducted building assessments and forensic evaluations.

**Relevant Experience**

- Project Manager on the following projects.
- Building 43, Roof Replacement and Structural Repairs, Petersburg, Virginia
- DGS Surplus Warehouse – New Canopy Structures,

Sandston, VA

- HVAC Replacement, Southeast Virginia Training Center, Chesapeake, Virginia
- Fire Alarm Upgrades, Hiram Davis Medical Center, Petersburg, Virginia
- Roof Replacement, Western State Hospital, Staunton, Virginia
- Infrastructure Rehabilitation, Western State Hospital, Staunton, Virginia

- Campus Infrastructure, Eastern State Hospital, Williamsburg, Virginia

Mr. Cordo has supervised Clerk of the Works working on the following projects.

- Eastern State Hospital – Performance Contract, Williamsburg, Virginia
- Laundry Piping Replacement, Central State Hospital, Petersburg, Virginia
- Renovations to Piedmont Geriatric Hospital, Burkeville, Virginia
- Boiler Plant Upgrades, Piedmont Geriatric Hospital, Burkeville, Virginia
- BSL 3 Laboratory, Biotech 6 Building, Richmond, Virginia
- Renovations to the Virginia Center for Behavioral Rehabilitation, Burkeville, Virginia
- Multiple Schools, Charlottesville, Virginia
- Water Tower Repairs Southside Virginia Training Center, Petersburg, Virginia
- Refrigeration Project, Virginia Center for Behavioral Rehabilitation, Burkeville, Virginia
- Infrastructure Improvements, Piedmont Geriatric Hospital, Burkeville,
- Roof Replacement, Dept of Veteran Services, Salem, Virginia
- Building Addition, Dept of Veteran Services, Salem, Virginia
- New Science Building, Richard Bland College, Petersburg, Virginia
- Appomattox Regional Library, Hopewell, Virginia
- Security Upgrades – Forensics Unit, Central State Hospital, Petersburg, Virginia
- Various Renovation Projects, Central State Hospital, Petersburg, Virginia
- Sitter-Barfoot Veterans Center, Department of Veteran Services, Richmond, Virginia
- Seaford Residency, VDOT, Seaford, Virginia
- HVAC Renovation, Buildings 93, 94, and 95, CSH, Petersburg, Virginia
- Elkton Materials Testing Laboratory, VDOT, Sandston, Virginia
- Dairy Plant Renovation, Virginia Department of Corrections, Powhatan, Virginia
- Goochland Office Building, Virginia Department of Corrections, Goochland, Virginia
- Haynesville Area HQ, VDOT, Haynesville, Virginia
- Kitchen Renovations, Southwest Virginia Training center, Hillsville, Virginia
- Boiler Replacement and Hot Water Distribution Replacement, Southwest Virginia Training Center
- Roof Replacement and Structural Repairs, Southwest Virginia Training Center, Hillsville, Virginia
- Electrical Upgrades, Catawba Hospital, Catawba, Virginia
- Utility Infrastructure Replacement, Catawba Hospital, Catawba, Virginia
- Boiler Replacement, Southwest Virginia Mental Health Institute, Marion, Virginia
- Oscar E. Stovall Housing Complex, Richmond Redevelopment and Housing Authority, Richmond, Virginia
- Southside Regional Medical Center, Environmental Remediation and Demolition, Petersburg, Virginia

**Gary Rose**  
**Clerk of the Works**

**Education**

- B.S. Biology, Syracuse University
- Civil Engineering Technology, J. Sergeant Reynolds Community College

**Certifications/Licenses**

- Certified Weld Inspector, CWI # 02040311

Mr. Rose has previously held the following accreditations:

- ACI 318 Concrete Sampling
- VDOT Soils
- EPA AHERA Accredited Asbestos Inspector
- Lead-based Paint Inspector/Risk Assessor



Gary Rose is one of JTS's Senior Clerk-of-the-Works. Mr. Rose has over 35 years of construction related experience. He has worked on a variety of government and commercial projects. During the course of his career he has overseen construction projects from start to finish including one of the largest institutional buildings in Virginia; the Virginia Center for Behavioral Rehabilitation in Burkeville, Virginia. Currently, Gary is serving as the Clerk of the Works on a major Hospital Renovation Project.

Prior to joining JTS, Gary worked for one of the largest national engineering firms in the nation. He started his career working in the field, where he became a journeyman ironworker and journey man technician lineman with the International Brotherhood of Electrical Workers (IBEW).

**Experience**

- **Kitchen Building, Central State Hospital, Petersburg, Virginia** - Served as the Clerk of the Works during plumbing replacement project.
- **Building 51, Laundry Building, Central State Hospital, Petersburg, VA** Roofing Inspector on replacement of low-slope roof system with new EPDM membrane and tapered insulation.
- **New Classroom Building, University of Mary Washington, Fredericksburg, Virginia** Conducted inspection work during construction of this new class room building.

- **West Wing Renovation, Piedmont Geriatric Hospital, Burkeville, Virginia** Clerk of the Works on Hospital Renovation Project. The scope of the project included new HVAC equipment, elimination of hanging hazards, modifications to the fire suppression system and new architectural finishes.
- **Virginia Center for Behavioral Rehabilitation, Burkeville, Virginia** Served as Resident Inspector/Clerk-of-the-Works during construction of this new 350 bed facility. Services were provided in accordance with BCOM's Construction and Professional Services Manual (CPSM).
- **Boiler Stacks - Piedmont Geriatric Hospital, Burkeville, Virginia** – Oversaw the structural repairs to the boiler plant exhaust stacks.
- **Dillard's, Stoney Point Mall and Short Pump Mall, Richmond, Virginia** – Performed steel inspections and oversaw the installation of roofs at these two new retail facilities.
- **Elevated Water Towers, Southside Virginia Training Center, Petersburg, Virginia** Clerk of the Works during structural repairs and application of new interior coating of elevated water tanks.
- **Buckingham Correctional Center, Buckingham, Virginia** Conducted materials testing including steel and concrete at this new correctional facility.
- **Lunenburg Correctional Center, Lunenburg, Virginia** Conducted materials testing including steel and concrete at this new correctional facility.
- **Pamunkey Regional Jail, Pamunkey, Virginia** - Conducted materials testing including steel and concrete at this new correctional facility.
- **Culpepper Juvenile Center, Culpepper, Virginia** Conducted materials testing including steel and concrete at this Commonwealth of Virginia facility.
- **Beaumont Juvenile Center, Beaumont, Virginia** Conducted materials testing including steel and concrete for new buildings at this existing facility.
- **Home Depot** Conducted steel inspections, materials testing, and oversaw the roof installation at 4 Home Depot stores in Virginia and North Carolina.
- **Ambulatory Care Center, MCV/VCU, Richmond, Virginia** Performed steel inspections at this new healthcare facility in downtown Richmond.
- **Federal Courthouse, Richmond, Virginia** Performed steel inspections during the construction of this new federal facility.
- **Water Tower, Buckingham Correctional Center, Buckingham, Virginia** Conducted steel inspection as well as coatings inspection of this new potable water tower.
- **14<sup>th</sup> Street Pedestrian Bridge, Richmond, Virginia** Conducted steel inspections during the refurbishment of this pedestrian bridge located in downtown Richmond.

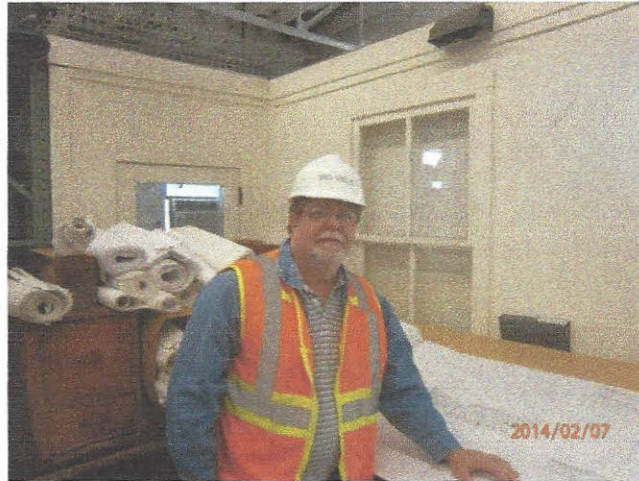
**Mike Pierson  
Project Inspectors**

**Education**

H.S. Diploma, Albemarle HS

**Certifications/Licenses/  
Continuing Education  
Classes**

- National Electric Code, J. Sergeant Reynolds Community College
- AutoCAD 12, J. Sergeant Reynolds Community College
- Various Seminars on Mechanical Equipment from Manufacture's Representatives
- Various CSI Seminars on Roofing and Exterior Building Materials



Mr. Pierson is one of JTS's Senior Project Inspectors. He has 30 years of Engineering and Construction related experience with a majority of that experience working in the field on a variety of building types. Most recently, Mike has completed overseeing renovations and a building addition at the Virginia Center for the Behavioral Rehabilitation.

Previously, Mike had been working at Fort Lee as the MEP-Quality Control Inspector on \$270 MM worth of new construction. The bulk of this work involved the construction of 8 new Barracks. These barracks were 5-story structures with an occupancy level of 900 each. As

part of his Quality Control role, Mike was responsible for commissioning of the HVAC systems. Prior to his work at Fort Lee, Mr. Pierson was the MEP Construction Administrator for some of the premier engineering firms in the Richmond metropolitan area. During this role he worked at jails, high schools, and universities including science buildings and chemistry laboratories. Over the course of his career, Mike has worked/commissioned a variety of manufacture's equipment and DDC controls including Johnson Controls and Honeywell.

**Relevant Experience**

- **Governor's Mansion, Richmond, Virginia** – Mike served as the Clerk of the Works overseeing the installation of the new HVAC system in Governor's Mansion. Required close coordination between contractor and the Governor's Staff.
- **Blair Hall, William and Mary, Williamsburg, Virginia** - Oversaw renovation of the former president's residence which was converted to offices.

- **Virginia Center for Behavioral Rehabilitation, Burkeville, Virginia** Served as Clerk of the Works during renovation of the kitchen and addition to the building. This was a multi-phase and multi-shift project. Mike assisted in coordinating the contractor's activities with the facility so that the facility remained operational.
- **Bio-safety Level 3, Biotechnology 6 Building, Richmond, Virginia** Provided Clerk of the Works services during environmental (mold) remediation and subsequent renovation of this CDC Level 3 Bio-safety Laboratory. Renovation included installation of new HVAC equipment, ductwork as well as laboratory equipment.
- **Security System Upgrades, Commonwealth Center for Children and Adolescents (CCCA), Staunton, Virginia** – Served as Clerk of the Works during installation of new CCTV cameras and monitors.
- **Site Improvements, Commonwealth Center for Children and Adolescents (CCCA), Staunton, Virginia** – Provided Clerk of the Works Services during site improvements project which included new concrete sidewalks, fencing, grading, and playground equipment.
- **TC Williams High School, Alexandria, Virginia** Mike was the Construction Administrator during the renovation of this High School. The school was originally constructed in 1965 and serves nearly 3,000 students.
- **T-5 AIT Barracks, Phase 1 and Phase 2, Fort Lee, Prince George, Virginia** Performed quality control inspections, test, and commissioning on 8 new barracks. These new barracks were 5-story structures with a construction value in excess of \$270 MM. As the MEP Quality Control Inspector, conducted rough in and final inspections of all mechanical, electrical, plumbing, and fire alarm systems. Commissioned all HVAC equipment and building automation systems. Conducted final testing on all life safety systems including the fire alarm, mass notification, fire pump and suppression systems.
- **Southside Regional Medical Center, Petersburg, Virginia** Oversaw renovation of various clinical areas in support of new medical equipment.
- **Christopher Newport University, Williamsburg, Virginia** Responsible for oversight of new academic building at this satellite location. Mixed-use structure which included offices, class rooms and chemistry laboratory.
- **Library Storage Building, Virginia Polytechnic Institute, Blacksburg, Virginia** Responsible for MEP oversight which included a computerized robotic retrieval system. This was a 50k sq. ft. structure which required stringent humidity controls.
- **Student Services Center, James Madison University, Harrisonburg, Virginia** Responsible for MEP oversight of this new academic building.
- **Courthouse and Jail, Fairfax, Virginia** Responsible for MEP oversight of this courthouse and correctional facility. The new building incorporated state-of-the-art security enhancements.
- **Warhill High School, Williamsburg, Virginia** Responsible for MEP oversight of this 243,000 square foot building. The school opened in 2007 and features a technology specialty center that exists in partnership with Sentara and Thomas Nelson Community College.

**B. Jerry Williams**  
**Clerk-of-the-Works**



Bobby G. Williams is one of JTS's Clerk-of-the-Works. Mr. Williams has over 30 years of construction related experience. He has worked on a variety of government and commercial. During the course of his career he has overseen construction projects from start to finish including being part of the \$1.6 Billion BRAC (Base Realignment and Closure) expansion at Fort Lee. He has experience with multiple construction procurement methods including design-bid-build, design-build, and CM-at-risk.

Prior to working as a Quality Assurance Inspector at Fort Lee, Mr. Williams ran a successful Class A Construction Company. While running his own construction firm, he completed commercial and hospital projects. Additionally, one of his more interesting prior projects involved the development of a Bahamian Resort Island. He started with a raw island and completed the construction of a 4-star resort. On this project, he coordinated and directed the work of all sub-contractors with differing nationalities including the US, Bahamian, and Scottish. Finally, he served six years as the County Building Inspector along the North Carolina outer banks. As the building code official, he was officially charged with conducting building inspections, code interpretations, and issuance of reports.

Mr. Williams has experience with LEED, USACE RMS Systems, and EM 385.

**Relevant Experience**

The following projects are projects served by Mr. Williams as Quality Assurance Inspector.

- State Library of Virginia, Richmond, Virginia Served as Clerk for the Virginia Department of General Services during exterior repairs to the granite façade.
- Virginia Department of Emergency Management, Richmond, Virginia – Served as Commonwealth of Virginia Project Specialist post-Hurricane Sandy.
- Robotics Training Facility, Fort Lee, Virginia – New 12,221 square foot facility.
- EOD Training Facility, Fort Lee, Virginia – New 109,261 square foot training facility.
- Warrior Training Facility, Fort Lee, Virginia – New 16,759 square foot training facility.
- Medical/Dental Building, Fort Lee Virginia – New 34,776 square foot medical facility.
- Tactical Training Facility, Fort Lee, Virginia – New 98,122 square feet training facility.

The following projects are relevant projects served by Mr. Williams as Project Manager.

- Bahamian Resort for Holland America Cruise Lines – Served as on-site Project Manager during construction of a 4-star resort on virgin island.
- Outer Banks Regional Hospital, North Carolina – Managed construction of 100,000 square foot medical facility.
- Athletic Building, University of Richmond, Richmond, Virginia Served as Site Superintendent during renovation of locker room facilities at Robbins Hall. Work was completed prior to students returning for the fall semester.

#### Education/Professional Licenses/Certifications

- Old Dominion University, General Engineering Classes
- Norfolk State University, General Engineering Classes
- OSHA 10 and 30 Certification
- North Carolina Certified Level 3 Building Inspector
- CPR & AED Certified



## **11. Sub-contractors**

JTS plans to provide all services with JTS personnel and we do not anticipate any sub-contractors.



## **12. Manpower Statement**

At the writing of this proposal, JTS has the necessary manpower available to complete the work for this contract.



### **13. Disclosure of Potential Conflicts of Interest**

JTS does not have any known conflicts of interest in the submission of this proposal with government officials, contractors, the Architect/Engineer, or suppliers.



#### **14. Other Significant Information/Value Added Services**

Although not specifically requested, JTS can provide the following additional services;

- Constructability reviews.
- Review O&M Manuals and establish maintenance schedules.
- HVAC and Security Commissioning.
- Establish 30-year maintenance reserve fund budgeting.
- LEED® Documentation and Filing
- Community Public Relations Program.

Should any of the afore-mentioned services be of interest to the Town of Front Royal, JTS would be glad to provide additional information of how we can assist the Town.

**TOWN OF FRONT ROYAL, VIRGINIA**

**Quotation Tabulation**

Item: **CLERK OF THE WORKS - PD HEADQUARTERS**

Quotation # \_\_\_\_\_

Date: **MARCH 10, 2017**

Mailed: \_\_\_\_\_

Replied **2**

**Vendor Quotation**

|                                                                                    | <b>JTS, LLC</b>                                                                                   | <b>SKYLINE<br/>MANAGEMENT</b>                                                                                                                                                                                                              | <b>FARLEY<br/>BUILDING<br/>SOLUTIONS</b>                                                                                | <b>OWNER<br/>REP<br/>CONSULTING</b>                                                  |
|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
|                                                                                    | <b>HENRICO</b>                                                                                    | <b>STEPHENSON</b>                                                                                                                                                                                                                          | <b>WILLIAMSBURG</b>                                                                                                     | <b>ANNAPOLIS<br/>MD</b>                                                              |
| <b>QUANTITY</b>                                                                    | <b>QUOTATION</b>                                                                                  | <b>QUOTATION</b>                                                                                                                                                                                                                           | <b>QUOTATION</b>                                                                                                        | <b>QUOTATION</b>                                                                     |
| <b>CLERK OF THE WORKS -<br/>POLICE HEADQUARTERS CONSTRUCTION<br/>KENDRICK LANE</b> | <b>\$1,500.00</b><br>(MOBILIZATION)<br><br><b>\$189,000.00</b><br>(EST 14 MO @<br>\$13,500.00/MO) | <b>\$95.00/HOUR</b><br><br><b>\$125.00/HOUR</b><br>OVER 40 HR WEEK<br><br>NO FEES FOR:<br>TRAINING, PER<br>DIEM, TRAVEL,<br>OFFICE SUPPLIES<br><br>(Note from Cindy:<br>I calculated the dollar<br>amount below base on<br>160 hour month) | LUMP SUM<br>(BASED ON 14 MO.)<br><b>\$175,960.00</b><br>(BASE FEE)<br>+<br><b>\$13,000.00</b><br>(HOUSING<br>ALLOWANCE) | (BASED ON 14 MO)<br><b>\$288,000.00</b><br><br>+<br><b>\$51,000.00</b><br>(PER DIEM) |
| <b>TOTAL QUOTATION</b>                                                             | <b>\$190,500.00</b>                                                                               | <b>\$212,800.00</b>                                                                                                                                                                                                                        | <b>\$188,960.00</b>                                                                                                     | <b>\$339,000.00</b>                                                                  |

The above proposals verified to specifications and compliance with terms and conditions.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
PURCHASING AGENT

2

Town of Front Royal, Virginia  
**Work Session Agenda Form**

Date: July 3, 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)



# TOWN COUNCIL WORK SESSION

FEBRUARY 13, 2017



## PROPERTY MAINTENANCE & RENTAL INSPECTIONS

*Referral to the Planning Commission*

# PROPERTY MAINTENANCE & RENTAL INSPECTIONS

## **LOCAL DISCUSSION:**

### *Pros*

- *Deteriorating Buildings/Poor Maintenance*
- *Blight/Property Values*
- *Rental Complaints*
- *Derelict Buildings*



### *Cons*

- *Additional costs for landlords*
- *Regulation*
- *Additional staff for administration*
- *Legal costs*

*A Lifelong  
Community*



*A Popular  
Destination*



*Preserved  
Assets*



*A Vibrant  
Town*





**PRESERVED ASSETS.** *The Town's historic buildings will be restored for new uses, natural assets will be preserved, and the Town will be clean and attractive.*

Front Royal's has many assets, both historic buildings, and natural and civic assets. This theme envisions a future where Front Royal has succeeded in preserving, protecting and enhancing its many physical assets. There are a number of historic structures in various states of use, non-use or repair or disrepair in the Town.★ Challenges identified include absentee ownership, or lack of maintenance and upkeep,

which were issues not just with historic buildings but in some other areas of the Town. The restoration, re-use, rehabilitation of historic structures and façades was a dominant and popular

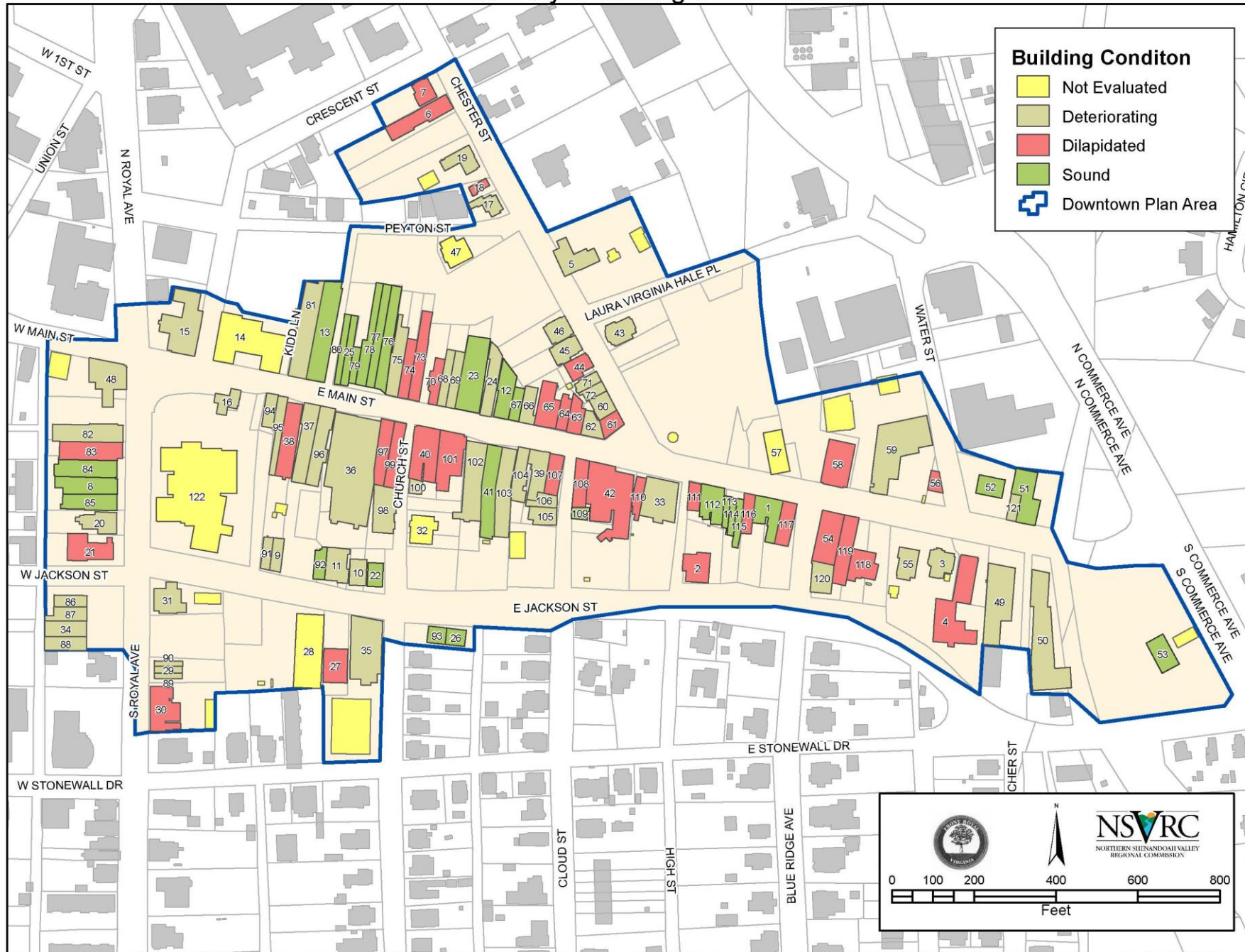
## **4. Affordable and diverse housing for many income levels, with accountable landlords.**

A wide range of housing options contributes to Front Royal's vision as a lifelong community where people of all ages and stages in life can meet their housing needs. The options should include a wide range of housing types from single-family homes to apartments above downtown stores. Possible supporting actions or ideas include:



- 4.1 Enforce maintenance standards for rental properties .
- 4.2 Promote new housing types that are attractive to seniors, making it possible for them to age in place rather than leaving Front Royal.
- 4.3 Purchase the "Silk Mill" for preservation. It may be used as a public amenity, such as a museum, or a private use such as outlet stores or housing.
- 4.4 Encourage the return of old houses from business use to housing use.
- 4.5 Increase single-family housing in the greater downtown area.
- 4.6 Encourage energy efficient rental housing development.
- 4.7 Encourage construction of more affordable apartments.

# Front Royal Building Conditions



Note: Surveyed building condition determined using Dunbar & Associates "Building Condition Survey" criteria. Municipal buildings (County Court House, Town Office, Police Department & Visitors Center), sheds/storage facilities and places of worship were excluded from the building inventory.

# PROPERTY MAINTENANCE & RENTAL INSPECTIONS

## **LEGAL AUTHORITY (Optional Provisions):**

- Virginia Uniform Building Code, Virginia Maintenance Code, Part III
- Virginia Code § 36-105.1:1

# PROPERTY MAINTENANCE & RENTAL INSPECTIONS

## **PLANNING COMMISSION:**

- July 20, 2016 – Public Input Meeting
- November 30, 2016 – Public Hearing

# PROPERTY MAINTENANCE & RENTAL INSPECTIONS

## **PLANNING COMMISSION'S RECOMMENDATION:**

- Adopt Virginia Maintenance Code (Town-Wide)
- Establish Rental Inspection Program within a designated Rental Inspection District
- Other

# PROPERTY MAINTENANCE & RENTAL INSPECTIONS

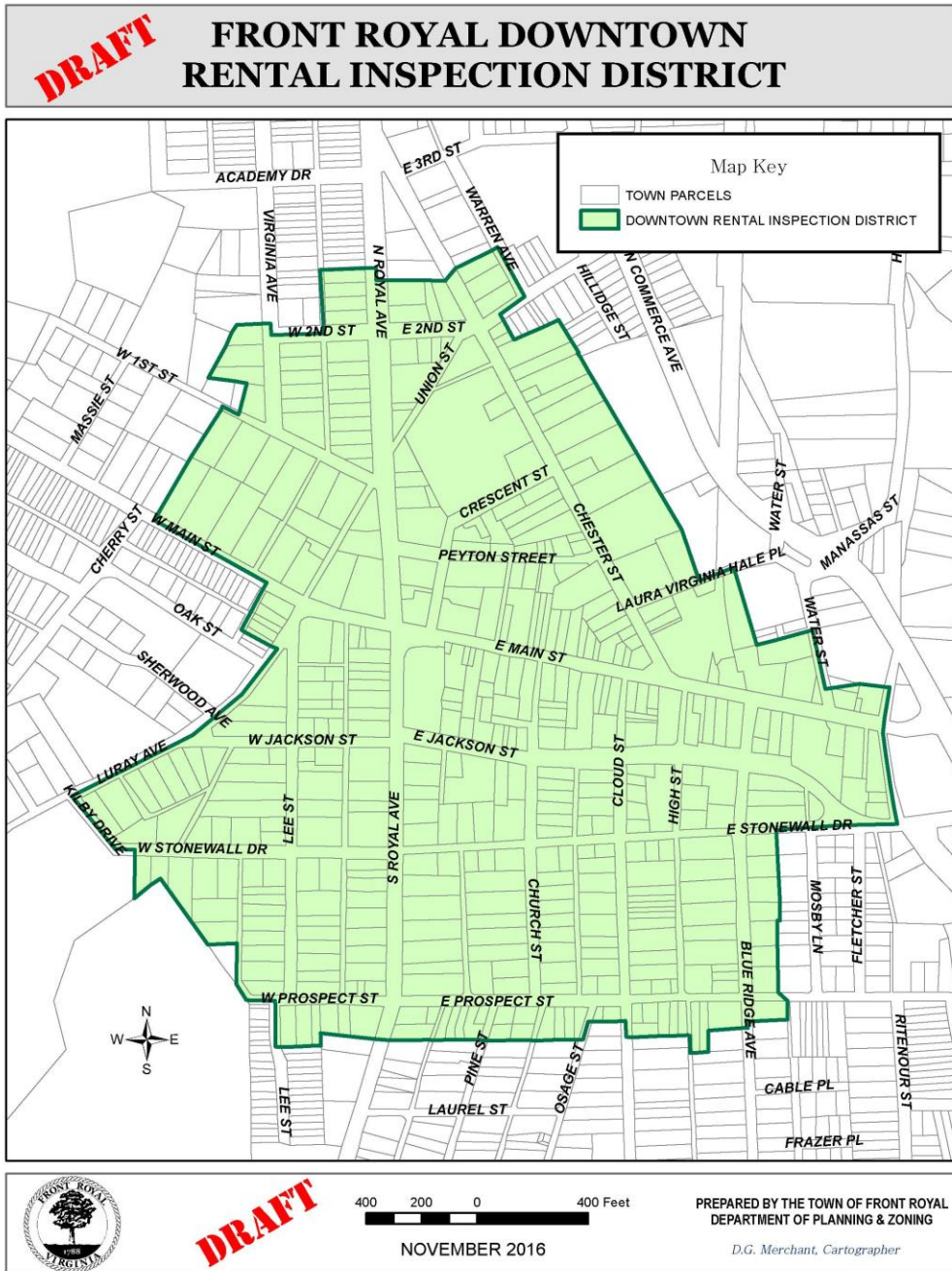
## **Virginia Maintenance Code:**

- Many localities enforce on complaint basis, typically from the exterior.
- Attached guide provides list of items an inspection would inspect.
- Structural alterations not required unless they endanger life or health.
- Building permits would be required as normal for required work.

# PROPERTY MAINTENANCE & RENTAL INSPECTIONS

## **Rental Inspections:**

- Based on a designated Rental Inspection District.
- Requires Town Council to pass Findings on the District (9-300).
- Landlords required to notify Town of rental units.
- Inspection of rental units every 4 years, unless a violation is known.
- Interior inspections.
- No fee for initial inspection. \$100 for subsequent inspections (if necessary).
- Buildings with more than ten (10) rental units only require 10% of units (2 minimum).
- Appeal process.
- Misdemeanor violations.



## Rental Inspection District:

- Downtown area.
- 300 units estimated.
- May add individual properties also by separate findings of Town Council.

## **Other Supporting Information:**

- Virginia Maintenance Code Requirements (DRAFT GUIDEBOOK)
- Comparative look at programs of similar jurisdictions.
- DRAFT Amendment to Town Code Chapter 9
- Virginia Maintenance Code (2012)
- Virginia Code 36-105.1:1

| Locality               | Population <sup>1</sup>   | Maintenance Code | Rental Inspections | Building Inspections | Total Staff / Inspectors | Fees <sup>4</sup> | Rental Units    |
|------------------------|---------------------------|------------------|--------------------|----------------------|--------------------------|-------------------|-----------------|
| Culpeper <sup>2</sup>  | 17,145 (5 <sup>th</sup> ) | No <sup>2</sup>  | No                 | No                   | N/A                      | N/A               | n/a             |
| Winchester             | 26,203                    | Yes              | Yes                | Yes                  | 6 / 4 <sup>3</sup>       | 35/0/50           | 3,700           |
| South Boston           | 7,989 (16 <sup>th</sup> ) | Yes              | Yes                | No                   | 1 / 1                    | 50/0/0            | unknown         |
| Williamsburg           | 14,068                    | Yes              | Yes                | Yes                  | 6 / 1                    | 50/0/0            | unknown         |
| Blacksburg             | 42,620 (2 <sup>nd</sup> ) | Yes              | Yes                | Yes                  | 5 / 1                    | 0/0/100           | 2,500           |
| Herndon                | 23,292 (3 <sup>rd</sup> ) | Yes              | Yes                | Yes                  | 6 / 3                    | 70/30/60          | 30-60 buildings |
| Pulaski                | 8,948 (10 <sup>th</sup> ) | Yes              | Yes                | Yes                  | 3 / 1                    | 0/0/100           | 24-30 buildings |
| Front Royal (PROPOSED) | 15,038 (7 <sup>th</sup> ) | Yes              | Yes                | No                   | 2 / 1 <sup>5</sup>       | 0/100/100         | 300+ est.       |

- 2014 US Census reported population estimates.
- 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.
- The City of Winchester is divided into 4 Rental Inspection areas, each managed by a different inspector.
- Fees show the fees for the Initial Inspection/1<sup>st</sup> Re-inspection/ 2<sup>nd</sup> Re-inspection
- Establishment of a program in the Town, as proposed, would require 1 FT inspector. In addition, a PT employee is proposed that would share duties within the Department of Planning & Zoning. The alternative administrative approach would be to establish an agreement with Warren County Building Inspections to administer the program.

## 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)

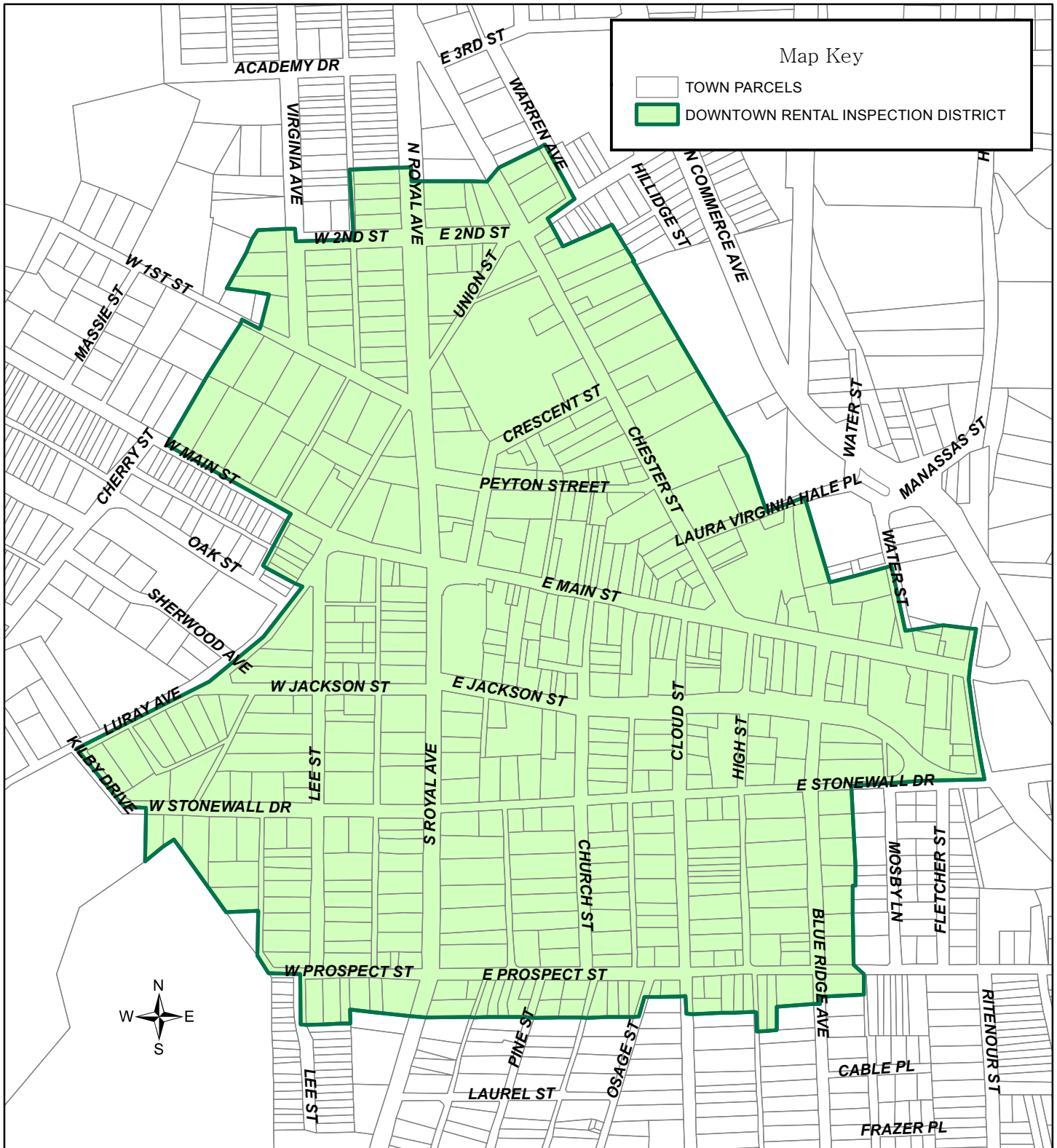
FOR REFERENCE PURPOSES ONLY - Virginia Code §36-3, Definitions.

"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](http://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 USBG 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 <sup>3</sup> Initial/Reinsp |
|-----------------------------|------------|-----------------|------------------|----------------------|-------------------------|----------------------------------|
| <b>Culpeper<sup>1</sup></b> | 17,145     | No              | No               | No                   | N/A                     | N/A                              |
| <b>Winchester</b>           | 26,203     | Yes             | Yes              | Yes                  | 6/4 <sup>2</sup>        | 35/0/50                          |
| <b>South Boston</b>         | 7,989      | Yes             | Yes              | No                   | 1 /1                    | 50/0/0                           |
| <b>Williamsburg</b>         | 14,068     | Yes             | Yes              | Yes                  | 6/1                     | 50/0/0                           |
| <b>Blacksburg</b>           | 42,620     | Yes             | Yes              | Yes                  | 5/1                     | 0/0/100                          |
| <b>Herndon</b>              | 23,292     | Yes             | Yes              | Yes                  | 6/3                     | 70/30/60                         |
| <b>Pulaski</b>              | 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/1<sup>st</sup> Reinspection/ 2<sup>nd</sup> Reinspection.

3

## Town of Front Royal, Virginia Work Session Agenda Form

Date: July 3, 2017

**Agenda Item:** Flea Market Regulations  
*Director of Planning & Zoning*

**Summary:**

Attached is a draft amendment to the Town Code that would modify the flea market regulations within the Town. The proposed code changes were initiated by Andrick's Flea Market, and were referred to the Planning Commission by Town Council. The Planning Commission recommended the attached draft amendment after review of the matter over a few work sessions.

The Town Code presently restricts flea markets to only Saturdays, Sundays and Holidays. The draft amendment would allow a flea market to operate on Fridays with a Special Use Permit and subject to review and certain performance standards. If adopted, Andrick's Flea Market, or any other future flea market operator, may apply for a Special Use Permit to obtain approval to operate a flea market on Fridays. Andrick's Flea Market has also expressed an interest to possibly open a Farmer's Market as well. No code changes were necessary to the Town Code to allow for Andrick's to apply for a Farmer's Market.

A letter supporting the request from the current property owner of Andrick's Flea Market is also enclosed.

**Council Discussion:** This agenda item is scheduled for a work session on July 3, 2017. July 24<sup>th</sup> is the next available regular meeting for a public hearing.

**Staff Evaluation:** Notes are added to the draft amendment for reference and information purposes.

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

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

**Council Recommendation:**

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

Work Session



**DRAFT AMENDMENT**

**“MODIFICATIONS TO REGULATIONS GOVERNING FLEA MARKETS & FARMERS’ MARKETS” (5)**

---

*This draft amendment to the Town Code was initiated by referral of Town Council, after a request was submitted by Andrick’s Flea Market to allow Friday operation of the Flea Market and establishment of a Farmer’s Market as part of the Flea Market.*

START -----

**TOWN MUNICIPAL CODE,  
CHAPTER 73:  
FARMERS’ MARKET**

**73-1 DEFINITIONS**

As used in this chapter, the following terms shall have the meanings indicated:

**DOMESTIC PRODUCTS** - Processed, cooked, dried canned or preserved foodstuffs and other agricultural products meant for human consumption, to include but not to be limited to jellies, pickles, herbs, smoked meats, baked goods, candies, canned foods and other prepared edibles.

**FARMERS' MARKET** - A collection of two (2) or more vendors, selling farm or domestic products, garden produce or nursery products, ornamental or otherwise, which have been grown or produced by the vendor offering the same for sale, in a open-air setting or with temporary or partially enclosed structures.

**73-2 EXEMPTION CERTIFICATE REQUIRED**

Every vendor who is engaged in the sale of products at a farmers' market shall sign an affidavit and obtain an exemption certificate from the Town Treasurer as provided in Town Code Section 98-61F. Said exemption certificate shall be displayed in lieu of a town business license.

**73-4 HEALTH STANDARDS**

All farmers' market sites shall be swept clean, hosed down and/or picked clean daily. No foodstuff or debris shall be permitted to remain upon the site overnight. Foodstuffs must be displayed under sanitary conditions in compliance with all Health Department and/or Virginia Department of Agriculture standards. Failure to so comply will be cause for revocation of the special permit to conduct the farmers' market.

**73-5 VIOLATIONS AND PENALTIES**

Any person, firm or corporation who violates any provisions of this chapter shall be guilty of a misdemeanor and shall be punished in accordance with the provisions of Chapter 1, Article II, Penalties, of the Code of the Town of Front Royal, Virginia.

**TOWN MUNICIPAL CODE,  
CHAPTER 98:  
BUSINESS, PROFESSIONAL, AND OCCUPATIONAL LICENSING**

**98-46 FLEA MARKETS**

A. As used in this section, the following terms shall have the meanings indicated:

**FLEA MARKET** - An assembly of vendors, selling new or used goods in the open air or within temporary structures, who display and sell their wares on the lands of another for a consideration.

B. Every vendor who is engaged in the sale or display of goods at a flea market shall be required to purchase a license and display the license in a prominent place visible to the public. For every license to sell or display antiques or used or second-hand goods at a flea market, there shall be paid a license tax of ten dollars (\$10.) per year or one dollar (\$1.) per day. Every vendor of new goods at the flea market shall be deemed a peddler or itinerant merchant and shall pay such license tax as is applicable to peddlers or itinerant merchants under the provisions of Section 98-61. ~~Such license taxes shall not be prorated.~~ Upon application to and approval by the Town Council, no license shall be required of a nonprofit organization that sells or displays goods at a flea market so long as the proceeds of sale are retained by the nonprofit organization and not shared with other persons, businesses or organizations. The following regulations shall govern the conduct of flea markets:

1. Goods and wares may be left on premises on Friday and Saturday nights only and on Sunday night if Monday is a holiday.
2. A night watchman may be allowed on weekends.
3. No overnight trailers are allowed.
4. The owner or lessee of the premises shall keep the flea market grounds clean and free of refuse and shall provide trash containers in sufficient numbers to serve the customers and vendors on the flea market site.
5. The owner or lessee of the premises shall rent no space to any flea market vendor, except those representing nonprofit organizations, unless the vendor first produces a valid and current license issued by the Town of Front Royal or a daily license permit for the sale and display of goods at a flea market.

**TOWN MUNICIPAL CODE,  
CHAPTER 175:  
ZONING**

**175-3 DEFINITIONS**

**DOMESTIC PRODUCTS** – Processed, cooked, dried or preserved foodstuffs and other agricultural products meant for human consumption, to include, but not limited to, jellies, pickles, herbs, smoked meats, baked goods, candies, canned foods, and other prepared edibles.

**MANUFACTURED BUILDING** – A building that is manufactured, typically in a factory, and is built in accordance with the United States Department of Housing and Urban Development Code, Manufactured Home Construction and Safety Standards, or other similar federal standards; and does not meet all local or state building code standards. Modular and pre-fabricated buildings that are manufactured and constructed in accordance with all local and state building code standards shall not be considered manufactured buildings.

**MANUFACTURED HOME** – A residential dwelling built in a factory in accordance with the United States Department of Housing and Urban Development code and, the federal Manufactured Home Construction and Safety Standards, or other similar federal standards; and does not meet all local or state building code standards. ~~A mobile home or home built from one (1) or more modular units are not considered manufactured homes.~~ Modular and pre-fabricated buildings that are manufactured and constructed in accordance with all local and state building code standards shall not be considered manufactured buildings.

**FARM PRODUCTS** – Ice, wood, charcoal, meats, milk, butter, eggs, poultry, game, vegetables, fruits or other family supplies of a perishable nature or farm products grown or produced by them and not purchased by them for sale.

**FLEA MARKET** - An assembly of vendors, selling new or used goods in the open air or within temporary structures, which display and sell their wares on the lands of another for a consideration.

**FARMERS' MARKET** – A collection of two (2) or more vendors, selling farm or domestic products, garden produce, or nursery products, ornamental or otherwise, which have been grown or produced by the vendor offering the same for sale, in an open-air setting or with temporary or partially enclosed structures.

**175-10.10 STANDARDS (A-1)**

B. **Farmers' Markets and** Flea Markets. Where flea markets are permitted by approval of a special use permit, the following standards shall be complied with, in addition to any conditions placed on the special use permit, and Section 98-46 of the Town Code.

1. Adequate water and sanitary facilities shall be provided if found necessary based on the size, frequency and duration of the market.

2. A minimum fifty (50) foot setback shall be maintained from all property lines, excluding structures and uses in existence prior to July 1, 2001.
3. No adverse effect on adjoining properties, including but not limited to excessive or untimely noise or lighting, overflow parking, or visual problems potentially affecting property values or marketability, is found.
4. No manufactured buildings shall be permitted.
5. All tables, facilities and structures shall be maintained in a well-kept and attractive manner.
6. ~~All temporary structures or facilities, including but not limited to canopy frames, except as provided in sub-section B.5. above, table extensions and display shelving, shall be removed during the hours that the market is not in operation.~~ Unless otherwise approved as part of a special use permit, all temporary structures or facilities shall be removed during the days that the market is not in operation.
7. Operation of ~~the market~~ a Flea Market shall be confined to Friday, Saturday, Sunday, and Holidays, unless other dates are specifically approved by the Town Council in conjunction with the Special Permit. The hours of operation shall be posted on the property.
8. ~~Open air markets shall only be conducted during the months of April through October. During the period from November 15 to March 15,~~ If a Flea Market or Farmers' Market elects to close during part of the year, or is required to close during part of the year by a condition of a special use permit, all tables and other temporary fixtures shall be removed within two (2) weeks of such closure. Such fixtures may be stored on the site, provided they are located within a completely enclosed building or otherwise screened from public view.
9. All Flea Markets and Farmers' Markets shall be swept clean, hosed down and/or picked clean daily. No food products or debris shall be permitted to remain upon the site overnight. All food products sold at the market must be displayed under sanitary conditions and sold in compliance with all requirements of the Virginia Department of Health or Virginia Department of Agriculture and Consumer Services.
10. Any expansion, including, but not limited to, new construction, an increase in the days of operation, or other significant changes to the use of the property, shall only be authorized with a special use permit.
11. Landscaping shall be provided where feasible and desirable for purposes of improvement aesthetics, screening, shade and the natural environment.
12. Fencing may be required for purposes of improvement aesthetics, screening or public safety.

191 13. The sale of live animals is prohibited.

192  
193 14. The sale of new merchandise or serving of food, other than farm and domestic  
194 products, shall only be authorized if the vendor obtains an itinerant merchant or  
195 peddler license, in accordance with the Town Code regulations for such uses.

196  
197 15. Farmers' Markets and Flea Markets on public property shall be classified as a  
198 public event.

## 201 175-44 PERFORMANCE STANDARDS (C-1)

202  
203 F. Farmers' Markets & Flea Markets: Where farmer's markets are permitted under the provisions  
204 of this Chapter, the following standards shall be required:

- 205  
206 1. Adequate water and sanitary facilities shall be provided if found necessary based  
207 on the size, frequency and duration of the market.  
208  
209 2. A minimum twenty-five (25) foot setback shall be maintained from all property  
210 lines, excluding structures and uses in existence prior to July 1, 2001.  
211  
212 3. No adverse effect on adjoining properties, including but not limited to excessive or  
213 untimely noise or lighting, overflow parking, or visual problems potentially  
214 affecting property values or marketability, is found.  
215  
216 4. All tables, facilities and structures shall be maintained in a well-kept and attractive  
217 manner.  
218  
219 5. ~~Any building and metal canopy frame associated with and attached or semi-~~  
220 ~~detached from such building used for the storage or sale of goods and materials and~~  
221 ~~as the market operator's office shall be constructed on a permanent foundation and~~  
222 ~~meet appropriate building code regulations; provide that any such building and~~  
223 ~~metal canopy frame in existence prior to July 1, 2001, shall not be required to be~~  
224 ~~on a permanent foundation or meet building code regulations except as additions~~  
225 ~~and enlargement are made thereon. No trailers or mobile home units shall be~~  
226 ~~permitted.~~ No manufactured buildings shall be permitted.  
227  
228 6. ~~All temporary structures or facilities, including but not limited to canopy frames~~  
229 ~~except as provided in sub-section (e) 5 above, table extensions and display shelving,~~  
230 ~~shall be removed during the hours that the market is not in operation. Unless~~  
231 ~~otherwise approved as part of a special use permit, all temporary structures or~~  
232 ~~facilities shall be removed during the days that the market is not in operation.~~  
233  
234 7. Operation of the market a Flea Market shall be confined to Friday, Saturday,  
235 Sunday, and Holidays, unless other dates are specifically approved by the Town  
236 Council in conjunction with the Special Permit. The hours of operation shall be  
237 posted on the property.  
238

239 8. ~~Open air markets shall only be conducted during the months of April through~~  
240 ~~October. During the period from November 15 to March 15, If a Flea Market or~~  
241 ~~Farmers' Market elects to close during part of the year, or is required to close during~~  
242 ~~part of the year by a condition of a special use permit, all tables and other temporary~~  
243 ~~fixtures shall be removed within two (2) weeks of such closure.~~ Such fixtures may  
244 be stored on the site, provided they are located within a completely enclosed  
245 building or otherwise screened from public view, in accordance with Section 175-  
246 44(A). ~~The provisions of this sub-section (h), shall not be applicable to any flea~~  
247 ~~market in existence and operation as of July 1, 2001.~~

249 9. All Flea Markets and Farmers' Markets shall be swept clean, hosed down and/or  
250 picked clean daily. No food products or debris shall be permitted to remain upon  
251 the site overnight. All food products sold at the market must be displayed under  
252 sanitary conditions and sold in compliance with all requirements of the Virginia  
253 Department of Health or Virginia Department of Agriculture and Consumer  
254 Services.

256 10. Any expansion, including, but not limited to, new construction, an increase in the  
257 days of operation, or other significant changes to the use of the property, shall only  
258 be authorized with a special use permit.

260 11. Landscaping shall be provided where feasible and desirable for purposes of  
261 improvement aesthetics, screening, shade and the natural environment.

263 12. Fencing may be required for purposes of improvement aesthetics, screening or  
264 public safety.

266 13. The sale of live animals is prohibited.

268 14. The sale of new merchandise or serving of food, other than farm and domestic  
269 products, shall only be authorized if the vendor obtains an itinerant merchant or  
270 peddler license, in accordance with the Town Code regulations for such uses.

272 15. Farmers' Markets and Flea Markets on public property shall be classified as a  
273 public event.

277 **175-53.7.A.3**

279 ~~h. Flea markets, subject to any conditions issued with special use permit, performance standards~~  
280 ~~of the underlying zoning district, and requirements of Section 98-46 of the Town Code.~~

283 **175-63.C.3**

285 ~~g. Flea markets, subject to any conditions issued with special use permit, performance standards~~  
286 ~~of the underlying zoning district, and requirements of Section 98-46 of the Town Code.~~

288 **175-70.I.3**  
289  
290 ~~h. Flea markets, subject to any conditions issued with special use permit, performance standards~~  
291 ~~of the underlying zoning district, and requirements of Section 98-46 of the Town Code.~~  
292  
293 **175-10.4.A.**  
294  
295 COMMERCIAL:  
296 Flea Markets and Farmers' Markets, subject to the standards of Section 175-10.10.B  
297 -----END

298 **Editorial Notes:** All language shown in yellow highlight are proposed new text. Text shown in [brackets]  
299 is a note to the editor. Comments are added to the right column for review purposes only. All language  
300 shown in strikethrough is existing language that is proposed to be removed. Regular text shown is existing  
301 language with no changes proposed. Omitted sections or subsections were omitted because they are not  
302 directly relevant and no changes are proposed.

303 Drafted 4/19/17 (JFC); 5/11/17(JFC); 5/22/17 (JFC); 06/1/17 (JFC)



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June 5, 2017

Hollis L. Tharpe, Mayor  
Town of Front Royal  
Administration Building, 2<sup>nd</sup> Floor  
102 E Main Street  
Front Royal, VA 22630

Dear Mayor Tharpe,

This letter is to let you know that the Boisseau Family, who are the fee owners of the land where the flea market is located on Commerce, is very much in favor of the flea market having the opportunity to include Friday openings for their typical weekend. There are a number of conditions that determine when the flea market can be open, weather being one of them, so having Friday will be helpful and should bring more tourists into the Town of Front Royal.

Thank you and the Town Council for considering this. We look forward to hearing that the Town Council has passed this to go into effect

If you have any questions of the Landlord, please don't hesitate to contact me

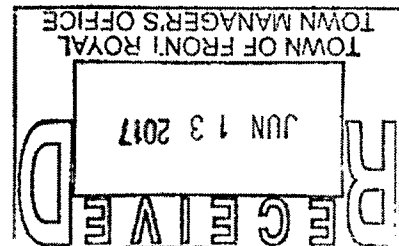
Sincerely,

George C. Stuckey  
Agent for Boisseau Family

GCS.dsr

c Richard W. Boisseau, III  
Linda Shade

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4



## Town of Front Royal, Virginia Work Session Agenda Form

Date: July 3, 2017

- Agenda Item:** Ordinance amending Town Code Section 46-1 from Public Drunkenness to Public Intoxication.
- Summary:** Virginia Code Section 18.2-388 makes it unlawful for a person to be intoxicated in public "from alcohol, narcotic drug or other intoxicant or drug of whatever nature". Town Code Section 46-1 only addresses public drunkenness from alcohol consumption. Police Department Administration would like Town Code amended to reflect the expanded offense of being intoxicated in public, allowing officers to cite violators using "Local" summonses rather than "State" summonses. The use of "Local" summonses would allow the Town Attorney to prosecute persons intoxicated in public in Town from other intoxicants, in addition to alcohol.
- Council Discussion:** Town Council is asked to consider an amendment to Town Code 46-1 to expand the prohibited conduct to include a person being intoxicated in public from other intoxicants, in addition to alcohol, with a violation constituting a Class IV Misdemeanor as defined in Town Code Section 1-15.
- Staff Evaluation:** The proposed amendment will allow for the charging and prosecution of those persons found intoxicated in public in the Town from other intoxicants, in addition to alcohol, and consistent with state law.
- Budget/Funding:** None.
- Legal Evaluation:** Town Council has the power to adopt the ordinance amendment pursuant to Section 18 (14) of the Town Charter and Virginia Code §15.2-1102. The Town Attorney will be available for legal questions.
- Staff Recommendations:** Staff recommends adoption of the ordinance amendment.
- Town Manager Recommendation:** The Town Manager recommends amendment.
- Council Recommendation:**
- ☐ Additional Work Session    ☐ Regular Meeting    ☐ No Action
- Consensus Poll on Action: \_\_\_\_ (Aye) \_\_\_\_ (Nay)

**Chapter 46****ALCOHOLIC BEVERAGES****Sections:****46-1 PUBLIC ~~DRUNKENNESS~~INTOXICATION****46-2 DRINKING IN PUBLIC****46-3 RESTRICTED HOURS**

Adopted by the Town Council of the Town of Front Royal 3-11-85 (*Chapter 3 of the 1965 Code, Section 46-1 and 46-3 8-9-76*). Other amendments noted where applicable.

**46-1 PUBLIC ~~DRUNKENNESS~~INTOXICATION**

If any person ~~shall get or be drunk~~is intoxicated in public in the town, regardless of whether such intoxication results from alcohol, narcotic drug, or other intoxicant or drug of whatever nature, he shall be deemed guilty of a Class IV Misdemeanor as defined in Section 1-15 of this Code ~~and, upon conviction, shall be fined not less than one dollar (\$1.) nor more than one hundred dollars (\$100.).~~

**46-2 DRINKING IN PUBLIC**

A. If any person takes a drink of alcoholic beverages or is found to possess same or offers a drink thereof to another, whether accepted or not, at or in any public place, he shall be guilty of a Class IV misdemeanor, as defined by Section 1-15 of this Code. The terms "alcoholic beverages" and "public place" are defined in Section 4.1-100 of the Code of Virginia, 1950, as amended, and said definitions are incorporated herein by reference.

B. Nothing in this Section shall prevent any person from drinking alcoholic beverages or possessing same or offering a drink thereof to another in any rooms or areas approved by the Virginia Department of Alcoholic Beverage Control in an establishment licensed by said Department or the person who operates the same is licensed to sell alcoholic beverages at retail for on premises consumption and the alcoholic beverages drunk or offered were purchased therein.

C. This Section shall not prevent any person from drinking alcoholic beverages or possessing same or offering a drink thereof to another in any room or area approved by the Virginia Department of Alcoholic Beverage Control at an event for which a banquet license or mixed beverage special events license has been granted. Nor shall this Section prevent, upon authorization of the license, any person from drinking his own lawfully acquired alcoholic beverage or offering a drink thereof to another in approved areas and locations at events for which a coliseum or stadium license has been granted.

(Ord. No. 14-00 Amended 9-11-00-Effective Upon Passage)

(Ord. No. 11-08 Amended/Added (A-C) 9-22-08-Effective Upon Passage)

**46-3 RESTRICTED HOURS**

The sale of beer and wine shall be prohibited in the Town from 12:00 midnight to 6:00 a.m. Licensees shall refrain from selling such beverages or permitting the consumption of the same upon the licensed premises during the hours set forth in this section.

5



Item No. 5

## Town of Front Royal, Virginia Work Session Agenda Form

Date: July 3, 2017

**Agenda Item:** Planning Commission Term Expires

**Summary:** Joseph McFadden's term on the Planning Commission will expire August 31, 2017. He has asked to be considered for re-appointment. The Planning Commission has 4-year terms.

**Council Discussion:** Council is requested to direct Staff on their desired action.

**Staff Evaluation:** N/A

**Budget/Funding:** N/A

**Legal Evaluation:** N/A

**Staff Recommendations:** N/A

**Town Manager Recommendation:** N/A

**Council Recommendation:**

☐ Additional Work Session    ☐ Regular Meeting    ☐ No Action

Consensus Poll on Action: \_\_\_\_ (Aye) \_\_\_\_ (Nay)

Work Session

6



## Town of Front Royal, Virginia Work Session Agenda Form

Date: July 3, 2017

**Agenda Item:** Liaison Committee Meeting Items for July 20, 2017

**Summary:** The next Liaison Committee Meeting is scheduled for July 20, 2017. The last meeting agenda is attached.

**Council Discussion:** Council takes desired action

**Staff Evaluation:** None

**Budget/Funding:** None

**Legal Evaluation:** Town Attorney will be available for questions or concerns

**Staff Recommendations:** None

**Town Manager Recommendation:** Town Manager will be available for questions

**Council Recommendation:**

☐ Additional Work Session    ☐ Regular Meeting    ☐ No Action

Consensus Poll on Action: \_\_\_\_ (Aye) \_\_\_\_ (Nay)

# Town/County Liaison Committee Meeting

May 18, 2017, 6 p.m.

Town Hall

102 E. Main Street



- 
- **Call to Order – Mayor Hollis L. Tharpe**
    1. Development Review Committee
    2. Avtex Property – Main Street Extension
    3. Wastewater Treatment Plant/Septage Receiving Facility
    4. Consideration of Joint Towing Board
    5. McKay Property Update
    6. Building Inspections Software
    7. Leach Run Parkway
    8. Utility Contribution Request from Warren Heritage Society
    9. Warren County's In-Town Projects
    10. Tethering of Dogs in Extreme Weather
    11. Tourism Discussion
  - **Adjournment**

7

8