

FINANCE COMMITTEE MEETING AT 6:00PM



TOWN COUNCIL WORK SESSION

Monday, October 16, 2017 @ 7:00pm
Town Hall Council Chambers

TOWN/STAFF RELATED ITEMS

1. Presentation from Town's Health Insurance Carrier – *The Local Choice (TLC)*
2. Blue Ridge Heritage Project Request for Memorial Site – *Darryl Merchant*
3. Continued Discussion of Proposed Adoption of Tethering Restrictions for Dogs Ordinance – *T.A*
4. Continued Discussion of Proposed Adoption of Towing Board Ordinance – *Town Attorney*
5. Special Use Permit for amendment of an existing special use permit related to a garage at 8 W. 14th Street – Seymour Robinson, Jr. – *Director of Planning/ Zoning*
6. Special Use Permit for permission to develop a nonconforming lot in R-1 District on E. 13th Street Dwight Dunton, Jr. – *Director of Planning/ Zoning*
7. Solid Waste Update – *Director of Public Works*

COUNCIL/MAYOR RELATED ITEMS:

8. Discussion of Land Exchange Agreement between the Afton Inn and the former Town Hall
9. Continued Discussion of Property Maintenance Code Amendments and Establishment of a Rental Inspection District
10. Continued Discussion of Curb and Gutter Assessments
11. Resubmission of Ordinance Amendment to Chapter 170 "Weeds and Debris" – *Mayor Tharpe*
12. Sidewalks and Street Lights on Progress Drive – *Councilman Morrison*
13. Council Discussion/Goals (*time permitting*)
14. CLOSED MEETING – 1) Potential Development and 2) McKay Spring

Motion to Go Into Closed Meeting

I move that Council convene and go into Closed Meeting for the following purposes: **(1)** Discussion and consideration of a potential public-private partnership under the provisions of The Public-Private Education Facilities and Infrastructure Act of 2002, related to potential development at or near the intersection of Shenandoah Avenue and the new bridge at the south end of the South Fork of the Shenandoah River, under the following specific provisions of the Freedom of Information Act: (A) Discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the governmental unit would be adversely affected, pursuant to Section 2.2-3711. A. 6. of the Code of Virginia; and (B) Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, pursuant to Section 2.2-3711. A. 7. of the Code of Virginia; and, **(2)** The disposition of publicly held real property, specifically, the McKay Springs property, 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

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.

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Item No. __1__

Town of Front Royal, Virginia Work Session Agenda Form

Date: 10-16-17

Agenda Item: The Local Choice Healthcare

Summary: Representatives will be present to discuss and answer questions regarding healthcare plan.

Council Discussion: Council takes desired action

Staff Evaluation: Staff will be in attendance

Budget/Funding: Director of Finance will be in attendance

Legal Evaluation: Town Attorney will be present.

Staff Recommendations: Staff will be in attendance

Town Manager Recommendation: Town Manager will be in attendance

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action

Consensus Poll on Action: ____ (Aye) ____ (Nay)

Work Session

2



Town of Front Royal, Virginia Work Session Agenda Form

Date: October 16, 2017

Agenda Item: Blue Ridge Heritage Project Request for Memorial Site

Summary: Chairman of the Front Royal/Warren County Chapter of the Blue Ridge Heritage Project, Darryl Merchant is seeking permission from the Town Council to locate a memorial on town-owned property located on the north side of Criser Road between the Burrell Brooks Park and Happy Creek. The memorial is to acknowledge and honor those individuals who were displaced when the Commonwealth of Virginia used eminent domain to acquire their land to create the Shenandoah National Park. A flagpole, two benches and information signage will also be included on the site. Construction costs are to be paid for through fundraising efforts of the local chapter.

Council Discussion: Council takes desired action at a regularly scheduled meeting

Staff Evaluation: Staff will be in attendance

Budget/Funding: Director of Finance will be available

Legal Evaluation: Town Attorney will be available

Staff Recommendations: Staff will be in attendance

Town Manager Recommendation: Town Manager will be available.

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action

Consensus Poll on Action: ____(Aye) ____ (Nay)

Work Session

1 September 2017

Mayor Hollis Tharpe and
Members of the Front Royal Town Council
102 E. Main Street
Front Royal, VA 22630

RE: Blue Ridge Heritage Project.

Dear Mayor and Members of the Town Council,

In the late 1920s and in the 1930s, the Commonwealth of Virginia used the power of eminent domain to acquire land for donation to the federal government in order to create the Shenandoah National Park. From over a thousand individual tracts of land, more than 500 families and individuals were displaced.

The Blue Ridge Heritage Project seeks to acknowledge and honor the people whose sacrifices made it possible for us to have the Park.

Our Vision is to:

-Develop a monument site in each of the eight counties where land was acquired to create the Park; and to

-Educate visitors about the lives and culture of the people who lived in the mountains through living history presentations, exhibits and demonstrations.

The Town of Front Royal borders the Shenandoah National Park along the south side of Criser Road. The North Entrance to the Park (Skyline Drive, Mile 0) is located just south of town and is a major source of tourism for our community.

To accomplish our goal, the Blue Ridge Heritage Project is seeking to develop a memorial site in each of the eight counties where land was acquired for the Park (Albemarle, Augusta, Greene, Madison, Page, Rappahannock, Rockingham and Warren). Nearly 13,600 acres of Warren County is located within the Park, comprised of some 115 different parcels, 75+ property owners with 32 family surnames.

Each memorial site will reflect the particular unique culture of each community. The memorial itself will be an obelisk constructed from local stone in the shape of a chimney. A bronze plaque will contain the surnames of the local displaced families or individuals. Educational displays and signage will tell the story of the creation of the Park and the impact it had on the local community.

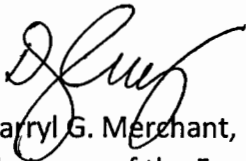
The Blue Ridge Heritage Project is seeking permission from the Town Council to locate the memorial on town-owned land located on the north side of Criser Road, between the county owned Burrell Brooks Park and Happy Creek. This location is also the southern terminus of the Town's Happy Creek Trail.

This ideal location provides excellent public access and would be a great amenity for the hiking trail.

The site itself would consist of a 16-ft x 22-ft area with an all-weather surface. The stone chimney would be approximately 5-ft wide and 9-ft tall. A flagpole, two benches and information signage would also be included. Construction costs to be paid for by the fundraising efforts of the local chapter of the Blue Ridge Heritage Project.

Thank you for your time and consideration.

Sincerely,



Darryl G. Merchant,
Chairman of the Front Royal Warren County Chapter of the
Blue Ridge Heritage Project.

P.O. Box 1508

Front Royal, VA 22630

540-683-6878

Are you a Child of the Blue Ridge?

The following surnames are listed as having land in Warren County
being purchased for the creation of the Shenandoah National Park:

ALESHIRE **BARNHART** **BAILEY** **BEATY** **BORDEN**
CARTER **CLATTERBUCK** **COMPTON** **COOK** **CORBIN**
FOX **FRISTOE** **HARTLEY** **HICKERSON** **HILLIDGE**
JOHNSON **JONES** **KENNER** **MANUAL** **MARLOWE**
MATTHEWS **MERCHANT** **MILLAR** **MILLER**
MORRISON **OVERALL** **POMEROY** **SETTLE**
THOMPSON **VAUGHT** **WALTERS** **WEAVER**



In accordance with the guidelines established by the Blue Ridge Heritage Project, the Front Royal Warren County Chapter is working on the following:



BRHP Monument
Madison County, Va.

1. Developing a local memorial site.
The memorial is to consist of a stone chimney with a bronze plaque containing the surnames of affected families.
2. Collect information regarding the history of the families involved.

If you have ancestors who lived on the mountain, we would love to hear from you. We are seeking Photographs, Newspaper Clippings, Family Tree Charts, Maps or Oral Histories of all those who worked and lived within the Park Boundaries.

You are also welcome to join our group. Send us your contact information and we will keep you informed of our meetings and project status.
Thank You!

Front Royal - Warren County Committee

Contact: Darryl G. Merchant
P.O. Box 1508
Front Royal, Va. 22630
Heritage@measure-map.com
540-683-6878



The Displaced

In the late 1920s and into the 1930s, the Commonwealth of Virginia used the power of eminent domain to acquire land for donation to the federal government in order to create Shenandoah National Park. From 1,081 individual tracts of land, more than 500 families and individuals were displaced from their homes so that the park could be established.

The Blue Ridge Heritage Project will acknowledge and honor the people whose sacrifices made it possible for us to have the Shenandoah National Park to enjoy today and into the future.

CONTACT US

Facebook Group Page

www.facebook.com/groups/BlueRidgeHeritageProject/

Proposed Memorial Sites

Albemarle County
Augusta County
Greene County
Madison County
Page County
Rappahannock County
Rockingham County
Warren County

**Be a part of a group in your
county today!**

Please join us in the process of planning and
creating these memorials or to simply learn more.

Bill Henry
(434)985-7905
OnaRock01@yahoo.com

Blue Ridge Heritage Project is a 501(C)(3)
non-profit for federal tax purposes.

"And some there be,
which have no memorial
who are perished as
though they had never
been"



**Blue Ridge
Heritage Project**

BRHP Project

Our Vision is to:

- Develop a monument site in each of the eight counties where land was acquired to create Shenandoah National Park; and
- Educate visitors about the lives and culture of the people who lived in the mountains through living history presentations, exhibits, and demonstrations.



Photos courtesy of Larry Lamb and NPS archives.

BRHP Sites

The goal is to establish a site in each of the eight counties where land was acquired for Shenandoah National Park (Albemarle, Augusta, Greene, Madison, Page, Rappahannock, Rockingham, and Warren). In order to recognize their contributions and their losses, each site will contain a memorial to the people from that county whose land was acquired for the park. Through educational displays, cultural displays and demonstrations the project hopes to accurately depict the people's lives and to help preserve their lifestyle, crafts, music, and traditions. Each county's site will reflect the particular culture of the community. Visitors to a site will gain a greater appreciation for the impact the park had on individual lives in general and for that

particular community. Altogether, the eight sites will create an understanding of life in the Blue Ridge Mountains.

How to Get Involved

- Share the project with family, friends and community members interested in the history of the Blue Ridge Mountains.
- Join your local committee to assist with developing a site in your county.
- Participate in committees for fundraising, public relations and/or site development.
- Ask about joining the BRHP advisory council.
- Like and Share BRHP on Facebook (see address on back.)
- Contribute your time, talents, and money to help promote the project.

Contact information can be found on the back of the brochure.



PROPOSED MEMORIAL SITE
FRONT ROYAL - WARREN COUNTY
Blue Ridge Heritage Project



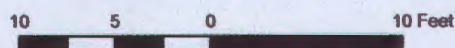
VICINITY MAP

200 100 0 200 Feet

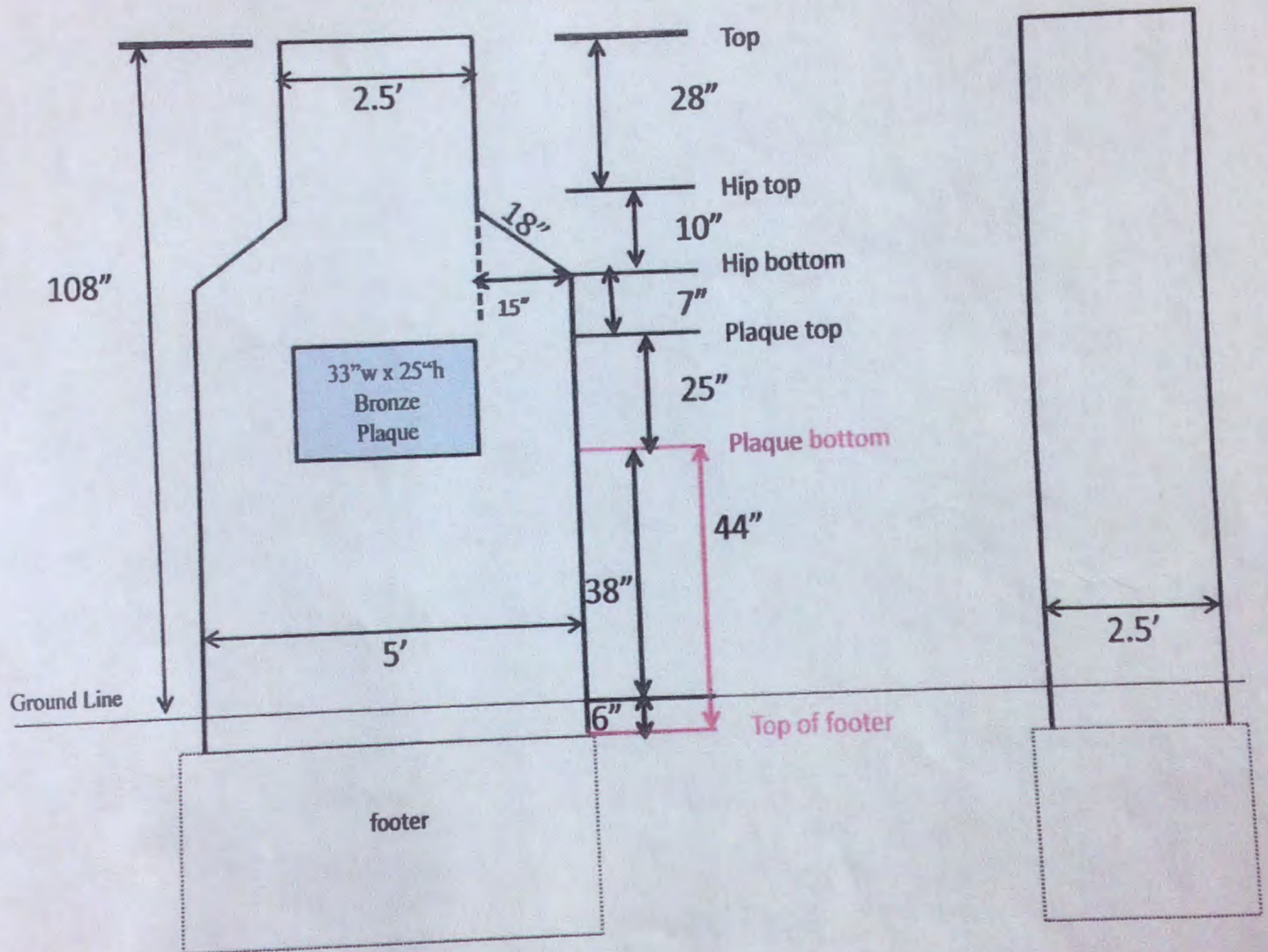
PROPOSED MEMORIAL SITE
FRONT ROYAL - WARREN COUNTY
Blue Ridge Heritage Project



SITE DETAIL



MADISON MOUNTAIN MEMORIAL CHIMNEY DESIGN



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Town of Front Royal, Virginia Work Session Agenda Form

Date: October 16, 2017

Agenda Item: CONSIDERATION OF ADOPTION OF SECTION 66-11.1 TETHERING RESTRICTIONS FOR DOGS/CANINES

Summary: Proposed Section 66-11.1, Tethering Restriction for Dogs/Canines, a mirror ordinance to an ordinance which was adopted by the County of Warren on September 19, 2017, mirrored for ease of enforcement by Warren County Animal Control, is authorized by Virginia Code § 3.2-6543 *et seq.* to prevent cruelty to animals. As proposed, dogs and canines (dogs and wild dog hybrids) either are, in certain circumstances, or are not to be kept on a tether, or else are to be provided adequate shelter, so as to protect the animal from injury or from extreme weather conditions, such as extreme cold or extreme heat, to protect young dogs, or a or to protect female animals in heat from unwanted males. This proposed ordinance has come about as a result of practical observation and experience from both Animal Control Officers and from concerned citizens. A number of other jurisdictions have also adopted similar ordinances, including Alexandria City, Arlington County, Chesapeake City, Danville City, Fairfax City, Fairfax County, Fauquier County, Hampton City, Newport News City, Norfolk City, Northhampton County, Portsmouth City, Richmond City, Town of Smithfield, Staunton City, Suffolk City, and Virginia Beach City.

Council Discussion: Council is requested to consider whether or not it wants to adopt a mirror ordinance to the County's canine tethering ordinance.

Staff Evaluation: From a standpoint of law enforcement, as well as prevention of possible animal cruelty, adoption of a mirror ordinance to the County's tethering restrictions for dogs and other canines would be helpful, according to the County's Animal Control.

Budget/Funding: As Animal Control measures which involve housing canines which need to be picked up and housed are enforced by Warren County's Sheriff's Office Animal Control Officers, direct Town budgeting and funding are expected to be relatively minimal, instead being paid through County-wide (including within already within the Town) budgeting and funding.

Legal Evaluation: The Town Attorney will be available to answer legal questions.

Staff Recommendations: See Staff Evaluation above.

Town Manager Recommendation: See Staff Evaluation above.

Council Recommendation:

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

Work Session

AN ORDINANCE TO ORDAIN SECTION 66-6.1 OF THE WARREN COUNTY CODE
TO AUTHORIZE TETHERING FOR DOGS AND OTHER CANINES MEETING
CERTAIN REQUIREMENTS; TO PROHIBIT CERTAIN TETHERING PRACTICES
FOR DOGS AND OTHER CANINES; AND TO SET THE PENALTY FOR VIOLATING
THE ORDINANCE

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that Section 66-6.1 of the Warren County Code (Tethering Restrictions for Dogs and Other Canines) be ordained as follows:

CHAPTER 66. ANIMALS

Article I. GENERAL PROVISIONS

§ 66-6.1. Tethering Restrictions for Dogs and Other Canines.

This ordinance is passed pursuant to Va. Code § 3.2-6543 *et seq.* which authorizes localities to pass ordinances preventing cruelty to animals.

- A. **“Tether” shall mean, when used as a noun, any device, including but not limited to a chain, leash, cable, tie down, or tie out, attached to a stationary point or object, trolley or run used to contain or restrain a dog or other canine (as used in this ordinance, “canine” shall mean a hybrid of the domestic dog and any other species of the *Canidae* family). When used as a verb, “tether” shall mean to attach such a device to a dog or other canine.**
- B. **No person shall tether or cause to be tethered any dog or other canine except when the tether meets the following conditions:**
- (1) **Appropriate to the age and size of the dog or other canine, and the tether shall weigh no more than ten percent (10%) of the animal’s weight;**
 - (2) **Attached to the dog or other canine by a properly applied collar, halter, or harness configured so as to protect the dog or other canine from injury and prevent the dog or other canine or tether from becoming entangled with other objects or animals, or from extending over an object or edge that could result in the strangulation or injury of the dog or other canine;**
 - (3) **At least three times the length of the dog or other canine, as measured from the tip of its nose to the base of its tail, except when the dog or other canine is being walked on a leash or is attached by a tether to a lead line; and**
 - (4) **Utilized for farming activities as provided under Code of Virginia Title 3.2.**
- C. **It shall be unlawful for a person to tether any dog or other canine:**
- (1) **When the dog or other canine is four months old or younger;**
 - (2) **When the dog or other canine is a female in estrus;**

- (3) When the temperature is less than thirty-two degrees Fahrenheit or greater than ninety degrees Fahrenheit unless the dog or other canine is provided adequate shelter under Virginia Code § 3.2-6500;
 - (4) If the tether weighs more than ten percent (10%) of the dog's or other canine's body weight;
 - (5) On the same tether concurrently with another dog or canine; or
 - (6) For longer than twelve hours in any twenty-four hour period on a movable tether such as a cable run or for longer than four hours in any twenty-four hour period on a fixed tether.
- D. Any person found to be in violation of this section shall be guilty of a Class 3 misdemeanor, punishable by a fine not to exceed \$500. Nothing contained in this section shall be interpreted as limiting the authority of any animal control officer or other law enforcement officer to seize the unlawfully tethered dog or other canine pursuant to his or her authority under Virginia Code § 3.2-6569.

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION

Language proposed to be deleted is ~~lined through~~.

Language proposed to be added is underlined.

Adopted: September 19, 2017



Clerk, Board of Supervisors
County of Warren, Virginia

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Town of Front Royal, Virginia Work Session Agenda Form

Date: October 16, 2017

Agenda Item: CONSIDERATION OF ADOPTION OF TOWN-COUNTY JOINT TOWING BOARD, SECTIONS 158-64 TO 158-69

Summary: The Town's Police Department and the County's Sheriff's Office each have need of using commercial tow company operators, both to tow disabled vehicles and to tow traffic infractors who for whatever reason are then-disabled to drive. Currently, both law enforcement agencies use "Tow Company Rotation Agreements", whereby local tow company operators who wish to be placed on a list to be used by the law enforcement agencies are called on a rotating, 24 hour on-call basis to make tows. Unfortunately, both agencies have encountered difficulties with this mechanism, particularly to regulate tow companies who over-charge citizens for tows in relation to what are standard fees in the industry locally, tow company operators who do not have proper equipment to make particular tows such as when a tractor trailer needs a tow, and no mechanisms in place to ensure that tows are made in a timely fashion, and to properly regulate tow parking facilities. The proposed ordinance seeks to address all these issues. In order to do so, the Code of Virginia requires the adoption of a towing advisory board appointed by the governing body, which Va. Code § 46.2-1217 states: *"Prior to adopting an ordinance or entering into a contract pursuant to this section, the local governing body shall appoint an advisory board to advise the governing body with regard to the appropriate provisions of the ordinance or terms of the contract. The advisory board shall include representatives of local law-enforcement agencies, towing and recovery operators, and the general public."* State Code further allows for the appointment of joint towing boards where the towing ordinances are to be mirrored between the Town and the County and to cover mutual geographic territories (Town and County), and to be used by multiple law enforcement agencies, in this case, the Town Police Department, the County Sheriff's Office, and the State Police. Warren County adopted its Joint Towing Board ordinance on September 19, 2019, contingent on Town Council adopting its. It is my understanding that the Front Royal Police Department is in solid agreement with this proposed ordinance, as it has been asking for the adoption of this ordinance for some time.

Council Discussion: Council is requested to consider whether or not it wants to adopt a mirror ordinance to the County's Joint Town Board ordinance.

Staff Evaluation: From a standpoint of law enforcement, as well as to prevent confusion by towing operators, adoption of a mirror ordinance to the County's ordinance, would be helpful, to both law enforcement agencies as well as tow operators and the general public.

Budget/Funding: Funding of tows is by persons needing and using tows, so funding by the Town is minimal to none.

Legal Evaluation: The Town Attorney will be available to answer legal questions.

Staff Recommendations: See Staff Evaluation above.

Town Manager Recommendation: See Staff Evaluation above.

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action

Consensus Poll on Action: (Aye) (Nay)

AN ORDINANCE TO ORDAIN AND AMEND CHAPTER 158 BY ADDING SECTIONS 158-54 to 172-69 OF THE TOWN OF FRONT ROYAL MUNICIPAL CODE TO CREATE A JOINT TOWING BOARD THAT CONSIDERS APPLICATIONS OF TOWING RECOVERY BUSINESSES TO BE ADDED TO A TOWING LIST FROM WHICH THE WARREN COUNTY SHERIFF'S OFFICE, TOWN OF FRONT ROYAL POLICE DEPARTMENT AND VIRGINIA STATE POLICE CAN REQUEST A TOWING OPERATOR TO PERFORM TOWING SERVICES AT THE SCENE OF AN EMERGENCY OR ACCIDENT

BE IT ORDAINED BY THE FRONT ROYAL TOWN COUNCIL that of the Town of Front Royal Municipal Code be ordained and amended by adding Sections 158-54 to 158-69, as follows:

CHAPTER 158. VEHICLES AND TRAFFIC

LAW ENFORCEMENT REQUESTED TOWING

158-54 PURPOSE

The purpose of this article is to ensure proper storage, availability and service by persons and firms authorized to provide towing services at the request of the Warren County Sheriff's Office, the Front Royal Police Department, Virginia State Police and other law enforcement personnel. The Towing Operators are deemed independent contractors and not employees of Warren County, the Town of Front Royal, Virginia State Police, or other law enforcement agencies assigned to Warren County or Front Royal.

158-55 DEFINITIONS

Application means an application for towing service within Warren County.

Towing Operator means a towing firm or service, with an established business office and location within Warren County, which meets the requirements of this article and has entered into an agreement to provide towing and recovery services at the request of the Sheriff's Office, Police Department or other law enforcement personnel.

County means Warren County, Virginia.

DMV means Commonwealth of Virginia Division of Motor Vehicles.

Emergency means a critical traffic problem, snow storm, ice storm, hurricane or other extreme weather condition; parade or similar public event; disaster or similar event.

Joint Towing Board means the Joint Advisory Board on Towing which consists of seven (7) members: three (3) law enforcement officers, including one from the Sheriff's Office, one from

the Police Department and one from Virginia State Police, three (3) representatives of Towing and Recovery Businesses and one (1) citizen.

Law Enforcement Personnel or Law Enforcement Agency means a law enforcement officer of Warren County, Town of Front Royal, Virginia State Police or agency of such officers or other law enforcement agency assigned to Warren County.

Police Department means the Town of Front Royal Police Department.

Receipt means a printed, numerated and dated receipt that include tow company name, company address and telephone number and receipt signed by owner/operator.

SCC means Commonwealth of Virginia State Corporation Commission.

Sheriff's Office means the Warren County Sheriff's Office.

Suspension means temporary removal from the Towing List for a violation of this article or breach of the towing service agreement.

Termination means permanent removal from Towing List and rescission of towing service agreement.

Towing List means the list maintained of the Towing Operators authorized to respond the Sheriff's Office, Police Department or other law enforcement personnel's request for the towing of vehicles.

Towing Operators means those who own, lease, or operate a Towing Recovery Business.

Towing Recovery Business means any person, including a business offering services involving the use of a tow truck, including those engaged in the business of (1) removing disabled vehicles, parts of vehicles, or cargo to facilities for repair or safekeeping; and (2) restoring to the highway or other location vehicles that have come to rest where they can't be operated. Such business shall have at least one (1) location, consisting of an office and storage lot, within Warren County for at least six (6) months.

Towing Service Agreement means the agreement between the Joint Towing Board and the Towing Operator.

Town means the Town of Front Royal, Virginia.

158-56 GENERAL MINIMUM REQUIREMENTS

A) Required Vehicles and Equipment.

- (1) The Towing Recovery Business shall have available at least one (1) of the following vehicles with valid Virginia license plates, inspection sticker and SCC/DMV license.
 - (i) Tow Truck equipped with a wrecking crane capable of lifting a minimum of 8,000 pounds and up to a maximum of 10,000 pounds or the gross vehicle weight rating. Tow truck must be equipped with a wheel lift capable of lifting a minimum of 1,500 pounds.
 - (ii) Flatbed Wrecker with at least an 8,000 pound winch and capable of transporting a maximum of 7,000 pounds or the gross vehicle weight rating.
- (2) Each of the vehicles above shall be originally designed as tow trucks.
- (3) Each of the vehicles above shall be equipped with the following:
 - (i) A chassis rated with sufficient gross vehicle weight to match the maximum capacity of the crane mounted thereon;
 - (ii) All-weather tires on the rear wheels;
 - (iii) At least one (1) fire extinguisher;
 - (iv) At least two (2) operable amber revolving or flashing emergency lights, mounted on the highest part of the vehicle and visible from all sides;
 - (v) One (1) operable air tank, when not equipped with air brakes. Flatbed Wreckers are exempt from this requirement;
 - (vi) One (1) heavy-duty street broom and one (1) shovel;
 - (vii) Dollies, scotch blocks and snatch block;
 - (viii) Gas and oil absorbent material;
 - (ix) Reflective vest, shirt or jacket; and
 - (x) Vehicle tow lights.
- (4) Heavy Duty Wreckers.
 - (i) For those Towing Operators who desire to be on the heavy-duty wrecker list, they shall own or lease a minimum of two (2) towing/recovery trucks and at least one (1) road tractor. One (1) Truck shall have a minimum of 60,000 pounds rating and the second truck shall have a minimum 40,000 pounds rating. All units shall have winches rated at a minimum of 20,000 pounds. All units must have a boom that raises and lowers, extends and retracts by hydraulics. All units must have a hydraulic under-lift rated to raise 12,000 pounds at full extension.
 - (ii) Towing Operators shall own, lease or have a written agreement with a subcontractor for the following:
 - (a) Lowboy hydraulic operated trailer capable of transporting a wrecked or disabled road tractor and/or debris;
 - (b) Trailer forty-five (45) foot or longer box trailer;
 - (c) Dump truck, dump trailer or container;

- (d) Air cushions designed for and capable of up righting a loaded tractor and trailer;
- (e) A skid steer loader, forklift or wheel loader capable of moving cargo and/or debris from the highway; and
- (f) Adequate personnel to off-load cargo.
- (iii) All loads must be secured with two-wheeled straps or safety chains.
- (iv) All equipment must be equipped with legally required light and safety equipment.
- (v) All equipment must be in good working order with all equipment required in this article.

B) Storage and Security of Vehicles

- (1) All Towing Operators shall have a secured lot for vehicles towed under this article. Vehicles shall be stored at all times in said storage lot, storage facility or building or an adjacent service bay.
- (2) A Towing Operator shall maintain and own or lease a dedicated storage area able to contain all towed vehicles towed by the operator. Storage area shall be fully enclosed by a commercial grade fence which is at least six (6) feet tall, or enclosed by a permanent structure, have adequate lighting and remain reasonably clear of debris. Towing Operators shall not share storage lots unless the shared storage lot is divided by a six-foot high stationary fence with a separate locked entrance to each storage area.
- (3) The storage lot shall have a sign posted identifying the firm's name and telephone number. Wrecker service facilities and equipment, including vehicles, office, telephone lines, office equipment and storage facilities may not be shared with another wrecker service. Vehicles towed at the request of Law Enforcement Personnel must be placed in storage owned or leased and operated by the wrecker service on the Towing List.
- (4) The storage lot shall have a graveled or paved surface.

C) Insurance

- (1) No Towing Service Agreement shall be signed until the Towing Operator has provided evidence of the following insurance coverage for the duration of the Towing Service Agreement by a company or companies licensed to do business in the commonwealth. Any changes or lapses in insurance coverage shall immediately be reported to the Joint Towing Board.
 - (i) The Towing Operator shall be required to carry garage keeper's legal liability insurance in the minimum amount of seventy-five thousand dollars (\$75,000.00) to cover fire, theft, windstorm, vandalism and explosion for each

lot. Towing Operators on the heavy-duty wrecker list shall be required to carry garage keeper's legal liability insurance in the minimum amount of two hundred thousand dollars (\$200,000.00).

- (ii) Insurance sufficient to protect itself from any and all claims of loss, damage or bodily injury, resulting from its acts or incurred in the operation of the Towing Operator's business equipment and vehicles pursuant to the Towing Service Agreement in the amount of seven hundred fifty thousand dollars (\$750,000.00) or the amount required by the state (vehicle liability policy).
 - (iii) Insurance sufficient to cover claims under the Worker's Compensation Act, if applicable, for all of its employees. If any work is sublet, the subcontractor shall provide similar coverage.
- (2) The Towing Operator shall indemnify and hold harmless the Sheriff's Office, Police Department, Virginia State Police, Warren County and Town of Front Royal, all other law enforcement agencies assigned to Warren County including their agents, employees and representatives from any and all claims, casualties, damages or injuries arising out of its actions pursuant to the agreement.

158-57 APPLICATION FOR AGREEMENT

- A) Any Towing Operator desiring to perform towing work at the request a Law Enforcement Agency shall submit an application for towing service in duplicate to the Joint Towing Board. Prior performance and reputation in the community, as reported through the office of citizen and consumer affairs and criminal history record information as supplied by applicant, will be considered when a Towing Operator applies to perform towing services under the Towing Service Agreement.
- B) In order to be qualified for towing under this article, a Towing Operator shall operate the Towing Recovery Business at said location within Warren County for a minimum of six (6) months prior to applying for towing under this article. The six-month waiting period may be waived for applicants who are currently authorized to tow under this article.
- C) A Towing Operator may not make any changes that alter the information that was submitted in the application unless first notifying the Joint Towing Board.
- D) The Application shall be submitted on forms provided by the Joint Towing Board and includes the following information:
 - (1) The name of the Towing Recovery Business to include the owners, members and/or corporate officers.
 - (2) The home and business addresses and phone numbers of the Towing Recovery Business, owners, members and/or officers.

- (3) The location, size and security features of the storage lot on which the towed vehicles will be stored. The storage facility shall be described in detail to include the size, the lighting and the separate entrance. The storage facility may be a building or a lot which shall be a minimum of one thousand five hundred (1,500) square feet for regular Towing Operators or a minimum of three thousand (3,000) square feet for heavy-duty Towing Operators.
- (4) The location in which the public must go to in order to claim stored vehicles.
- (5) A statement of availability to provide towing service on a continuous twenty-four-hours-a-day basis each day of the year.
- (6) A list of the towing equipment, its size and capacity. Towing Operators shall maintain and register all trucks. A copy of property taxes showing taxes paid on trucks and equipment domiciled within the county or town and each vehicle registration must be submitted on an annual basis with application or reapplication.
- (7) A complete list of insurance policies, carriers and agents which would be in effect upon execution of the Towing Services Agreement. Proof of the policy will be filed with the Joint Towing Board. This information will include amount of coverage limits and include worker's compensation, if applicable.
- (8) A statement that the Towing Operator accepts reasonable responsibility for any personal property left in towed and stored vehicles, as may be otherwise determined by law, along with a description of the secure place which will be used to store the property left in towed or stored vehicles. A statement that the Towing Operator accepts reasonable responsibility for a towed vehicle from the time hookup starts, until vehicle reaches the intended destination.
- (9) Towing Operators must list two (2) telephone numbers at which they can be reached on a twenty-four-hour-a-day basis. Specific times and days denoting business hours versus nonbusiness hours must accompany the telephone number. Name of business and telephone number must be posted in a conspicuous place at the place of business.
- (10) A statement from the zoning office of the local government entity in which the Towing Recovery Business is located that the storage lot listed on the application meets all required zoning requirements.
- (11) A statement from the Treasurer and/or the town finance office that all financial obligations are paid. All Towing Operators must be current in all financial obligations to the County and/or Town.
- (12) A copy of declaration of personal property or business personal property on registered equipment must be submitted annually.
- (13) All applicants shall pay an application fee, as established by the Joint Towing Board, remitted to and collected by the Joint Towing Board

158-58 INSPECTIONS OF TOWING OPERATOR

- A) All of the tow trucks, required equipment and storage facilities shall be inspected and approved by the Joint Towing Board prior to use. In addition, all tow trucks and required equipment shall conform to the provisions of Code of Virginia, § 46.2-1000 et seq. The Joint Towing Board may periodically inspect all wreckers, equipment and storage facilities utilized under this article. There will be an annual inspection of all wreckers, equipment and storage facilities utilized under this article. For heavy-duty wreckers a CVSA sticker will also be required.
- B) There shall be an annual inspection fee, as established by the Joint Towing Board, remitted to and collected by the Joint Towing Board.
- C) The Joint Towing Board shall give the Towing Operator written notice when the equipment or storage facility is found to be unacceptable.
- D) Tow trucks and equipment or storage facilities that fail the inspection shall not be used by a Towing Operator in the performance of its obligations under a Towing Services Agreement until they pass inspection.
- E) Failure to comply with any of the conditions stated above will result in suspension of the Towing Operator from the Towing List until the corrections have been made. If the corrections are not made within ten (10) calendar days, the Towing Operator shall be terminated from the Towing List.
- F) All applications for new Towing Operators to be included on the Towing List or applications for renewals of Towing Operators shall be submitted to and shall only be received and processed by the Joint Towing Board from May 1 to May 30 of each calendar year. The calendar year for the application of this article shall be July 1 to June 30.

158-59 APPLICATION APPROVAL

- A) The Joint Towing Board shall conduct an investigation to determine the accuracy of the information contained in the application and shall inspect the storage lot and equipment to be used.
- B) Upon completion of the investigation, the Joint Towing Board shall determine whether the applicant meets the requirements of this article. If the Joint Towing Board finds the applicant qualified, he shall approve and sign the Towing Services Agreement. The applicant's name shall be placed on the Towing List in a rotating order.

- C) If the Joint Towing Board finds the applicant unqualified, it shall indicate in writing the reasons and return the application to the applicant.

158-60 DUTIES AND REQUIREMENTS OF TOWING OPERATORS

- A) Towing Operators shall, at the request of and as directed by Law Enforcement Personnel, tow vehicles in the County or Town in a manner that is damage-free to the vehicle being towed. Towing Operators shall comply with all applicable federal, state and local laws and regulations, including but not limited to, the securing of all necessary federal, state and local licenses. All Towing Operators shall display a WT-Tag (tow truck for hire) and/or an IRP-Tag (international registration plan).
- B) All Towing Operators shall have the Towing Recovery Business' name, town, state and telephone numbers printed on both sides of the towing vehicle in letters and numerals of such size, shape and color as to be readily legible during daylight hours from a distance of fifty (50) feet while the vehicle is not in motion. No magnetic sign shall be used on vehicles. Decals are permissible. The Towing Operator shall provide a business card to Law Enforcement Personnel before leaving the scene. Each Towing Operator must be registered with the Virginia Department of Motor Vehicles in the name of the Towing Recovery Business and insured by the Towing Recovery Business.
- C) Towing Operators shall provide twenty-four-hours-per-day towing service each day of the year.
- D) Towing Operators shall have available at all times sufficient and qualified personnel to receive calls and execute the towing.
- E) If a Towing Operator determines additional equipment is needed, the Law Enforcement Personnel shall contact a different Towing Operator on the Towing List.
- F) Towing Operators shall notify all Law Enforcement Agencies during normal business hours forty-eight (48) hours prior to a change in their phone number. No answering service is allowed.
- G) The Towing Operator agrees to arrive on the scene within thirty (30) minutes of receiving a call. If the Towing Operator fails to meet the specified time limit, the Law Enforcement Personnel will notify a second Towing Operator. Once the second Towing Operator has been requested, services from the first Towing Operator are considered canceled and the first Towing Operator is not due any payment. Heavy-duty Towing Operators will have a forty-five (45) minute time limit to arrive on scene.

- H) If in the judgment of the Joint Towing Board, excessive delays are caused by circumstances within the Towing Operator's control, the Joint Towing Board may recommend the Towing Operator be suspended/terminated from the Towing List.
- I) Towing Operators shall have only those tow trucks owned or lease purchased by them responding to calls for service.
- J) If a tow truck is not available, then the Towing Operator shall immediately indicate to the dispatcher that it cannot respond and the reason why. The dispatcher shall then notify the next Towing Operator on the list.
- K) Towing Operators may use crossovers located on the interstates or public highways that are prohibited when directed to do so by Law Enforcement Personnel pursuant to Code of Virginia, § 46.2-920.1.
- L) All Towing Operators must possess a valid Virginia driver's license or commercial driver's license, and medical certificate as may be required and be qualified to operate the tow vehicle and its equipment.
- M) All Towing Operators shall decline a service call if they consumed alcohol and or used any drug or narcotic, either by a doctor's prescription or of their own free will within eight (8) hours prior to a call for service.
- N) Towing Operators shall remove all litter, glass and debris caused by the incident which necessitated towing, including ordinary and reasonable quantities of oil and gas spillage as determined by the Law Enforcement Personnel on the scene. If circumstances warrant additional charges, they will be thoroughly documented and itemized.
- O) All Towing Operators shall have the capability to accept cash and credit card as payment for services under the agreement in the field at the time services are rendered.
- P) The Towing Operator shall tow vehicles to any destination requested by the vehicle owner or any Law Enforcement Personnel, after financial obligations have been finalized. The Towing Operator shall not tow vehicles outside of the Warren County limits.
- Q) Any Towing Operator permanently ceasing to provide towing/recovery services shall, within fifteen (15) days, notify the Joint Towing Board in writing.

158-61 RESPONSIBILITIES AND RECORDS OF TOWING OPERATORS

- A) If an owner or lien holder fails to claim any vehicle or if the Towing Operator wants to satisfy any lien which it has on a vehicle, it shall be the Towing Operator's responsibility to dispose of or sell the vehicle in compliance with the Virginia State Code.
- B) The Towing Operator shall be reasonably responsible for vehicles towed and any contents from the time the vehicle is towed until one (1) of the following events occur:
 - (1) The vehicle is delivered to a location specified by the owner or other authorized person;
 - (2) The vehicle and property is released to and accepted by the owner or authorized person in the same condition as originally towed; or
 - (3) The vehicle is otherwise disposed of according to law.
- C) Towing Operators shall secure all personal property at the scene of a collision to the extent possible and preserve personal property in a vehicle which is about to be towed.
- D) The Towing Recovery Business shall keep records of all vehicles which have been towed pursuant to the Towing Services Agreement. These records shall include, at a minimum, the date and time of tow, the vehicle's license number and state of issue, the vehicle's identification number, the year, make, model and color of the vehicle, the location from which it was towed, the charges for towing and storage, the disposition of vehicle and date of disposition.
 - (1) Such records shall be available for inspection by the Joint Towing Board during the Towing Recovery Business' normal business hours.
 - (2) The Towing Recovery Business shall retain a copy of these records for a period of at least twelve (12) months from the date of the tow.
- E) Towing Operators shall promptly arrange for the release of vehicles towed or stored pursuant to this article. There shall be an attendant available from the hours of 8:00 a.m. through 5:00 p.m., except on weekends and state holidays, for the purpose of permitting inspections or releasing stored vehicles. After hours the owner or attendant must be available by telephone. The owner or attendant must be available twenty-four-hours-a-day, each day of the year for the purpose of releasing stored vehicles.
 - (1) Towing Operators, upon receiving a request to release or permitting an inspection of a stored or seized vehicle from the owner, operator or other authorized person, shall release that vehicle to the owner or other authorized person between the hours 8:00 a.m. and 5:00 p.m. within a thirty-minute timeframe.
 - (2) Towing Operators, upon receiving a request to release or permit an inspection of a stored vehicle by an owner or authorized person during other than normal business hours, shall allow and otherwise require two (2) hours' notice for the release of such

- motor vehicle. The foregoing notice provision shall apply likewise for the release of personal property and contents within the vehicle. All fees charged for any off-hour release/inspection shall be no more than one (1) day of storage.
- (3) Upon request, Towing Operators shall distribute to the owner, operator or authorized agent a copy of the complaint procedures form.
 - (4) Towing Operators shall not release any vehicle designated as "seized" or "seized for forfeiture" by a Law Enforcement Agency until the Towing Operator obtains permission from the requesting agency. The Towing Operator shall bill the requesting agency for the cost of the tow.
- F) Towing Operators shall not release any vehicle that has a "hold" on property contained within such vehicle without first obtaining authorization from the requesting Law Enforcement Agency.
- G) Whenever the Towing Operator is requested to remove a vehicle and the owner of the vehicle, or their authorized agent or driver, is not at the scene at the time of the tow, Law Enforcement Personnel is requested to complete a tow sheet form that includes the following:
- (1) Owners name and address, if known;
 - (2) Description of the vehicle and any visible prior damage;
 - (3) Storage facility name and address;
 - (4) Inventory of accessible contents of the vehicle; and
 - (5) One (1) copy shall be given to the Towing Operator, one (1) copy to the owner of the vehicle and one (1) copy retained by the Law Enforcement Agency.
- H) All records relating to Towing Operator's application and insurance shall be made available for inspection by the Joint Towing Board after a Freedom of Information Act request is filed.

158-62 ROTATION SYSTEM

- A) The Joint Towing Board shall ensure that Towing Operators are called on a rotating basis according to the Towing List. Being placed on the Towing List does not guarantee a particular number or quantity of calls; does not guarantee an equivalent number of calls to every Towing Operator on the list; nor entitle any Towing Operator on the list to any compensation as a consequence for not being called in accordance with the Towing List or when removed from the Towing List.
- B) The owner or operator of a vehicle to be towed shall be asked to specify the Towing Operator of his choice, whether or not authorized by Law Enforcement Personnel, unless the vehicle constitutes a traffic hazard and the requested Towing Operator will have an unacceptable response time. If the owner or operator requests a specific Towing

Operator, the Law Enforcement Personnel shall complete an owner request form which shall be signed by the owner or operator of the vehicle.

- C) The Law Enforcement Personnel shall not call any Towing Operator who does not have a Towing Services Agreement unless all Towing Operators on the Towing List are unavailable or an Emergency exists. In the event of an emergency or no availability of Towing Operators on the Towing List, Law Enforcement Personnel and the Virginia Department of Motor Vehicles (VDOT) can request Towing Recovery Businesses outside of Warren County.
- D) In an emergency, a supervisor of a Law Enforcement Agency may call a Towing Operator out of sequence in order to shorten response time to the scene of the incident. However, any Towing Operators which are randomly used during suspensions of the Towing List must be reported to communications for record purposes.
- E) Law Enforcement Personnel at the scene may reject the services of the Towing Operator dispatched when the Towing Operator arrives with inadequate equipment to perform the tow. Unfitness shall include, but not limited to, possession of inadequate equipment to perform the tow, or operated by personnel who, due to drugs, alcohol or other incapacity, are not likely to perform the tow safely. In the event that the Towing Operator is determined to be unfit, Law Enforcement Personnel shall notify communications to dispatch the next Towing Operator on the Towing List and shall file a written report with the Joint Towing Board
- F) Law Enforcement Personnel will call another Towing Operator if the first Towing Operator fails to answer the telephone or receives a busy signal after two (2) attempts.
- G) If the Towing Operator does not answer the telephone or refuses the call, the Towing Operator loses that turn in rotation and will not be called until the Towing List rotates to their name again. If the Towing Operator responds to a call, it shall be placed at the bottom of the Towing List, unless the Towing Operator through no fault of its own is not used and receives no compensation for the call. In that event, it shall be placed back at the top of the Towing List.

158-63 COMPENSATION

- A) All costs incident to towing and storage shall be paid by the owner or other authorized person of the towed and stored vehicle to the Towing Operator. In those cases involving "seized" vehicles, the owner shall reimburse the requesting Law Enforcement Agency for the towing costs.

- B) The towing and storage fees charged by the Towing Operator shall be reasonable in light of those charged by other Towing Operators in the county for comparable service. There shall be no additional charges for mileage. No charges imposed for the storage of vehicles for a period of twenty-four (24) hours or less shall exceed charges imposed for one (1) day of storage.
- C) An itemized receipt for payment, which sets forth the cost of towing, excessive cleanup, storage, and repairs shall be issued to the owner/operator or other authorized person. Said receipt shall also include a signature line for the owner/operator or other authorized person acknowledging receipt of the vehicle.
- D) All Towing Operators shall submit their current pricing to the Joint Towing Board related to towing, recovery, winching, storage charges and administrative charges. No administrative charges shall be incurred for the first twenty-four (24) hours of storage and no administrative fee or charge shall exceed ninety-five dollars (\$95.00). Written notice of these fees shall be available at the request of the owner or operator of the vehicle's request.

158-64 Solicitation by Towing Operators SOLICITATION BY TOWING OPERATORS

- A) No Towing Operator shall respond to an accident, scene of an emergency or mechanical breakdown for the purpose of towing vehicles unless specifically called there by Law Enforcement Personnel, or the person involved in the accident or emergency. Violation of this section shall result in suspension from the Towing List for thirty (30) days for the first offense, sixty (60) days for the second offense, and termination from the Towing List for a third offense for a period of twelve (12) months.
 - (1) The Law Enforcement Personnel shall direct the Towing Operator to leave even if the Towing Operator would otherwise have been called to the location.
 - (2) The Law Enforcement Personnel may direct the Towing Operator to provide necessary services in such instances when immediate assistance is necessary to protect persons or property.
- B) Towing Operators are prohibited from soliciting business at the scene of accidents, emergencies or mechanical breakdowns.

158-65 PROHIBITED PRACTICES

- A) A violation of any of the following may subject the Towing Operator to suspension from the Towing List:
 - 1) Deliberate failure of a Towing Operator to respond to calls;
 - 2) Securing a Towing Services Agreement by fraud or concealment of a material fact;

- 3) Violation of the Towing Services Agreement;
- 4) Chronic or repeated violations of this article;
- 5) A single violation of this article including not limited to:
 - i) Running unauthorized calls;
 - ii) Overcharges;
 - iii) Alcohol or drug use;
 - iv) Tardiness more than five (5) times in a six-month period;
 - v) Failure to notify the Joint Towing Board with immediate changes regarding insurance, taking on new members, owners, corporate officers or any other changes regarding anything listed in the Application;
 - vi) Fraudulent acts with respect to this article;
 - vii) Failure to comply with the rules and regulations of Code of Virginia § 46.2-2820 et seq.; or
 - viii) Violate any laws of the Commonwealth of Virginia, the County of Warren, or the Town of Front Royal, which are considered a felony or misdemeanor.

158-66 COMPLAINTS

- A) Any Towing Operator who believes he has been unfairly treated by Law Enforcement Personnel may file a written complaint with the Joint Towing Board.
- B) Any person who believes a violation of this article has occurred may file a complaint against a Towing Operator. Joint Towing Board will provide the complainant with a complaint form to be filled out and returned to the Joint Towing Board. The complaints shall be investigated by the Joint Towing Board.
- C) After an investigation of the complaint, the Joint Tow Board shall notify the complainant of the results of the investigation and any action as a result of the complaint.
- D) The local office of the Virginia State Police shall use the Towing List on law enforcement requested calls in Warren County. By agreement with the local office of the Virginia State Police, the Joint Towing Board shall investigate towing complaints for both state and county calls. Any imposed disciplinary action shall be binding on all law enforcement initiated calls for towing service.

158-67 SUSPENSION OR TERMINATION OF TOWING OPERATORS

- A) Any Law Enforcement Agency, upon investigation of the facts, may recommend that a Towing Operator be heard by the Joint Towing Panel for any violation of the provisions of this article.

- B) The Joint Towing Board shall provide the Towing Operator with written notice of said violation. Notification of the date, time and location of a hearing on the violation shall also be provided.
- C) The Joint Towing Board has the authority to suspend or terminate Towing Operators through due process.

158-68 APPEALS PROCESS AND HEARING

- A) In the event that a representative from a Towing and Recovery Business that sits on the Joint Towing Panel lodges a complaint against another Towing Operator, said representative shall abstain from the hearing.
- B) The Law Enforcement Personnel involved in the incident shall be responsible for presenting the allegations against a Towing Operator to the Joint Towing Panel members and may call witnesses and ask questions of any witness.
- C) If complainant is not present, the complaint form will be presented to the Joint Towing Panel as complainant's evidence/testimony.
- D) The Towing Operator shall be allowed an opportunity to attend the hearing and bring any witnesses that were directly involved in the incident where the accused Towing Operator was charged with a violation of this article. The Towing Operator will be allowed to present evidence/testimony supporting his/her case to the Joint Towing Panel. The Towing Operator may make an opening statement, ask witnesses questions and make a closing statement.
- E) No attorneys will be allowed to attend this administrative hearing on behalf of a complainant or defendant.
- F) No witnesses, except for those being questioned, will be allowed in the room during the administrative hearing.
- G) The Joint Towing Panel, after hearing evidence presented, shall render a decision. If the accused Towing Operator is present, the chairman presiding over the hearing shall immediately verbally notify the accused of the decision. A written notification shall be prepared and sent to the Towing Operator through first class postage with the U.S. Postal Service and a copy of the decision will be sent to each Law Enforcement Agency. If the Towing Operator is not present at the conclusion of the hearing to receive the verbal

notification of the panel, the Towing Operator shall waive the right to immediate notification of the decision.

H) The decision of the Joint Towing Panel is final.

158-69 AMENDMENTS TO ORDINANCE

- A) The Joint Towing Board will recommend revisions to this ordinance to the Warren County Board of Supervisors and the Front Royal Town Council.
- B) All proposed revisions shall be discussed with the Joint Towing Board and their input will be considered in each proposed revision.
- C) Revisions shall be in effect from the date on which the amendments to the Town and County Code with identical language are adopted by the Warren County Board of Supervisors and the Front Royal Town Council.
- D) Towing Operators on the Towing List shall be given written notification of any amendments ten (10) days prior to the revision being adopted.

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Town of Front Royal, Virginia
Work Session Agenda Form

Date: October 16, 2017

Agenda Item: Special Use Permit (SUP) #FRSPU-000471-2017 by Seymour Robinson, Jr. for amendment of an existing special use permit related to an automobile garage.
Director of Planning & Zoning

Summary: Attached with this coverage is a Staff Report with detailed information on the request, including the recommendations of the Planning Commission. Also attached is a copy of the application submittal from the applicant.

Council Discussion: This agenda item is scheduled for a work session review on February 6, 2017.

Staff Evaluation: The Planning Commission recommended approval of the special use permit application, with the following conditions. The Planning Commission also made a recommendation to Town Council that the Town consider adding a sidewalk along the front of the property and marking the alley.

SUP Conditions (recommended by Planning Commission)

1. This special use permit is only valid for the purpose of authorizing an automobile garage with NO body work and painting services.
2. No more than sixteen (16) vehicles shall be kept or parked on the site at one time.
3. At least ten (10) parking spaces shall be striped for customer parking.
4. Outdoor Storage shall NOT be allowed on the property, except in conformance with Town Code 175-44.
5. The adjacent alley and travel lane through the front parking area shall be kept free and clear of vehicles.
6. Vehicles shall NOT be kept or parked within 5 feet of the curb along the property frontage. Furthermore, for the life of the special use permit, the public shall have right-of-passage over the 5-foot wide area and the Town shall have the authority to paint a line on the existing asphalt to delineate the walkway.
7. Town Council, or other designated representative, may inspect the property at any reasonable time to ensure compliance with local regulations, including, but not limited to, the conditions placed on this special use permit. Upon inspection of the property, if it is found that the property is not in compliance with local regulations, including but not limited to, the conditions of this special use permit, the Town may revoke this special use permit after notice to the applicant and public hearing.

Budget/Funding: n/a

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 Recommendations:

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

Work Session



TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING



STAFF REPORT FOR THE SEPTEMBER 20, 2016 PLANNING COMMISSION MEETING
Updated for October 16, 2017 Town Council Work Session

APPLICATION #:

FRSPU-000471-2017

APPLICANT:

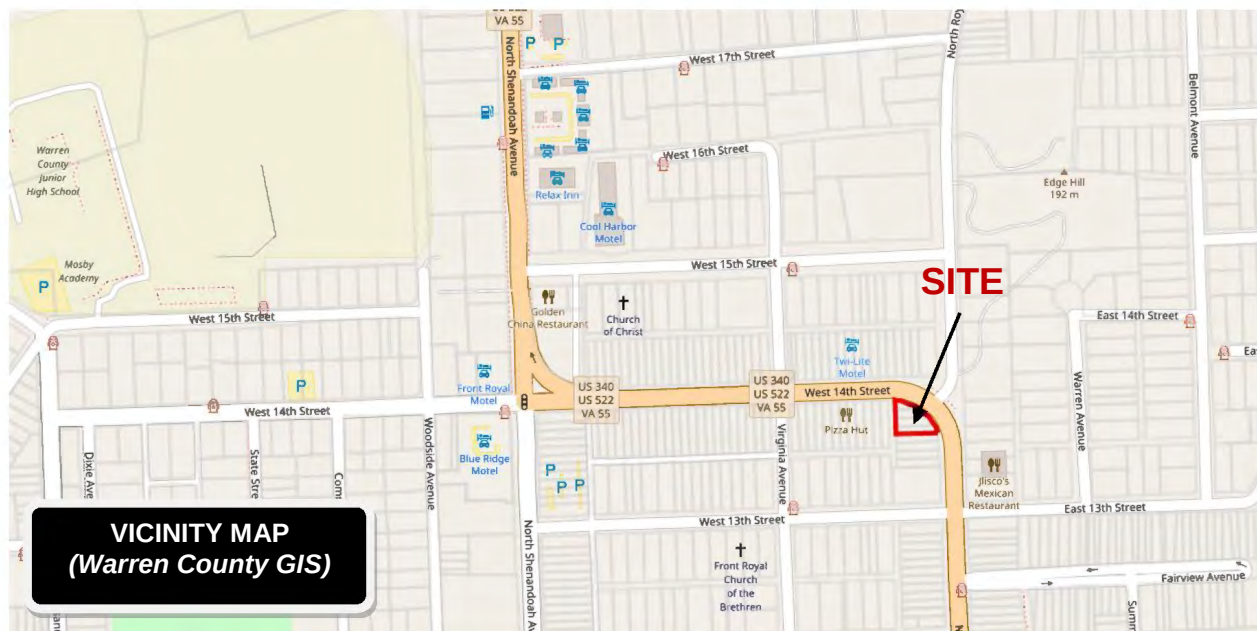
Seymour Robinson, Jr. on behalf of the
property owner Mark Smoot

APPLICATION SUMMARY:

The Applicant has submitted a special use permit to modify existing special use conditions that were approved on April 10, 2000 for an automobile garage that did paint and body work. Specifically, the applicant would like the requirement for a fence removed. The applicant's application is attached (**Attachment 1**).

GENERAL INFORMATION:

Site Address	8 W. 14 th Street		
Zoning District	C-1, Community Business District		
Overlay Districts	Historic Area – NO	Floodway – NO	Entrance Corridor – YES
Tax IDs	20A2-4-56, lot 9-12		
Location	The subject lot is located on E. 13 th Street, between 16 E. 13 th Street to the west and a vacant lot to the east that is in the northwest corner of the intersection at E. 13 th Street and Warren Avenue.		
Existing Use	Automobile Garage (formerly a car dealership, and formerly an automobile garage with painting and body work)		
Proposed Use	Automobile Garage (without painting and body work)		







ADDITIONAL INFORMATION:

Background

Town Code 175-39.B. requires a special use permit for automobile garage. Town Code 175-110.3 includes additional performance standards for automobile garage with painting and/or body work services.

The applicant was informed by Town Staff that fencing was required pursuant to the first condition of Special Use Permit SP99-11-117, issued

Legal Venue

by the Town on April 10, 2000. The existing special use permit was established when the building was used for an automobile garage with body work and painting. The current applicant does not desire to offer these services. Town Code 175-110.3.C. requires part cars for automobile garages with body work and/or painting services to be screened.

The Town is authorized to require a special use permit for certain uses within any zoning district under Virginia Code §15.2-2286. Some specific uses are granted protection from regulation from localities by the Virginia Code, including agriculture uses, small scale conversion of biomass to alternative fuel, certain residential uses, private tents, farm wineries, assisted living facilities, and group homes.

The issuance of a special use permit is subject to such conditions as are deemed necessary by the Front Royal Town Council after recommendations of the Front Royal Planning Commission. Prior to an action by Town Council or a recommendation by the Planning Commission, a public hearing is required for special use permits.

This particular property is also located within the Entrance Corridor.

Review

Provided that there are no part cars, junk or inoperative vehicles kept on the property, removal of the fence is appropriate in staff's opinion.

Town Staff has recognized that the property line for the subject lot goes to the roadway and does not include a public sidewalk. This is a safety concern for pedestrians.

Staff has observed car parts being kept outside of the building. Such outdoor storage is not allowed in the C-1 District, nor the Entrance Corridor, unless fully screened. Staff has spoken with the owner, and the owner has no objection to allowing passage over the sidewalk area and having the vehicles parked back off the curb. The Town may want to speak with the owner about acquisition of this area so a standard sidewalk can be installed. The owner has indicated that he would be open to discuss this.

Below are the conditions of the current special use permit:

- 1) Within sixty (60) days of special use permit approval, the applicant shall install the required fencing and make modifications to bring the painting operation into compliance with the Virginia Uniform Building Code and electric codes and shall receive the approval of the Warren County Building Official;
- 2) Within thirty (3) days of special use permit approval the applicant shall obtain a business license for the operation of a vehicle repair and painting business;
- 3) Within sixty (6) days of special use permit approval, the applicant shall pay all business license fees for the past three calendar years

- (maximum allowed by law);
- 4) No more than sixteen (16) vehicles shall be stored on the site at one time, with no more than ten (10) vehicles outside the fenced enclosure – the solid wood fence will be installed on the northeast portion of the property to screen vehicles awaiting major body work;
 - 5) The parking lot shall be striped to delineate the ten (10) vehicle spaces;
 - 6) The facility shall be maintained in conformance with the Standards in Section 175-110.3; and
 - 7) Failure to comply with the provisions of the special use permit will void the special use permit.

Below are the recommended conditions for replacing the conditions above, in association with the current application:

- 1. This special use permit is only valid for the purpose of authorizing an automobile garage with NO body work and painting services.**
- 2. No more than sixteen (16) vehicles shall be kept or parked on the site at one time.**
- 3. At least ten (10) parking spaces shall be striped for customer parking.**
- 4. Outdoor Storage shall NOT be allowed on the property, except in conformance with Town Code 175-44.**
- 5. The adjacent alley and travel lane through the front parking area shall be kept free and clear of vehicles.**
- 6. Vehicles shall NOT be kept or parked within 5 feet of the curb along the property frontage. Furthermore, for the life of the special use permit, the public shall have right-of-passage over the 5-foot wide area and the Town shall have the authority to paint a line on the existing asphalt to delineate the walkway.**
- 7. Town Council, or other designated representative, may inspect the property at any reasonable time to ensure compliance with local regulations, including, but not limited to, the conditions placed on this special use permit. Upon inspection of the property, if it is found that the property is not in compliance with local regulations, including but not limited to, the conditions of this special use permit, the Town may revoke this special use permit after notice to the applicant and public hearing.**

*Update:
Planning
Commission
Action*

The Planning Commission recommended approval of the subject application at their meeting on September 20, 2017, with the conditions recommended by Town Staff. The Planning Commission also recommended that Town Council consider adding a sidewalk along the front of the site. In addition, the adjacent property owner requested that the Town consider markings and/or signage to demarcate the alley that is adjacent to the property so people do not park in the alley.

ATTACHMENTS: Attachment 1: Special Use Permit Application & submitted attachments to the application



TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING
102 EAST MAIN STREET
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FRONT ROYAL, VA 22630

Main: 540.635.4236
Fax: 540.631.2727
Internet: www.frontroyalva.com

~~SLIP~~ ~~FRSP~~ 471-2017

SPECIAL USE PERMIT REQUEST

APPLICANT

NAME Seymour Robinson PHONE (540) 635-9290
ADDRESS ~~811~~ 8 West 14th Street
E-MAIL overallauto@gmail.com

PROPERTY DESCRIPTION

PROPERTY ADDRESS 8 W 14th Street
TAX MAP 20A2 SECTION 4 BLOCK 56 LOT 9-12
SUBDIVISION NAME N/A ACREAGE .20

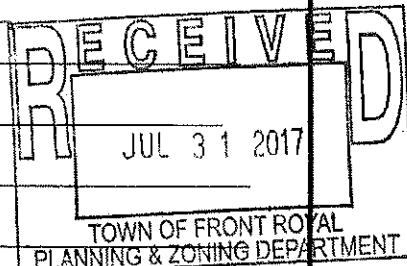
REQUEST

ZONING DISTRICT Commercial C-1

PROPOSED USE OF PROPERTY Auto repair

SPECIFIC SPECIAL USE PERMIT REQUEST

Auto repair shop



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

1. Survey/Plat of property showing all **existing** improvements.
(10 copies if larger than 11" X 17")
2. Site Plan Application pd @ Finance w/credit card 7-31-17
3. Application Fee of \$400.00 (Checks payable to the Town of Front Royal)
4. Additional information as required by the Department of Planning & Zoning.

CERTIFICATION

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

Signature [Signature] Date 7/28/17

By submitting this application, the applicant grants permission to Town officials and employees to enter upon the property, which is the subject of this application, during reasonable hours and for purposes related to the application process.

Receipt # pd @ Finance w/credit Date Paid 7-31-17
card

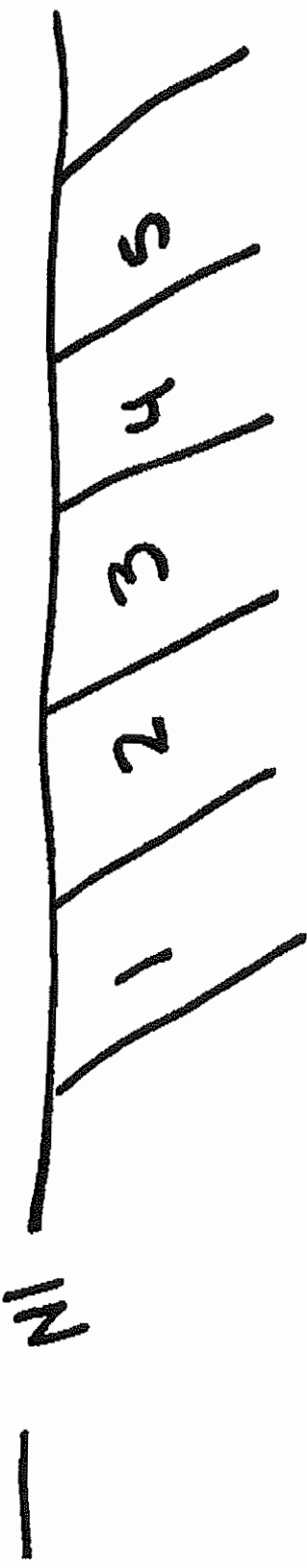
8/6/10

OVERALL AUTO
BUILDING

HAND-
CAP

10 parking spots
all painted + designated

but



ROAD

8/8/17

Drawing of
parking plan

Overall Auto

2 pgs including cover

fax (540)-631-2727

Attn: Jeremy Camp
Planning + Zoning

Seymour Robinson (540) 635-9290



TOWN OF FRONT ROYAL

DEPARTMENT OF PLANNING AND ZONING

P.O. Box 1560

FRONT ROYAL, VA 22630

(540) 635-4236

FAX (540) 631-9006

SPECIAL PERMIT

SP99-11-117

At their meeting on April 10, 2000, the Front Royal Town Council granted a SPECIAL PERMIT to:

**Mr. Mark Smoot
Smoots Auto Center
8 W. 14th Street
Front Royal, Virginia 22630**

To conduct motor vehicle painting and body work in a C-1 Community Business District, located at 8 West 14th Street. Tax Map 20A2, Section 4, Block 56, Lots 9, 10, 11 & 12.

This SPECIAL PERMIT incorporates the application and all plans as submitted with the application, and the following conditions:

Within sixty (60) days of special use permit approval, the applicant shall install the required fencing and make modifications to bring the painting operation into compliance with the Virginia Uniform Statewide Building code and electrical codes and shall receive the approval of the Warren County Building Official;

Within thirty (30) days of special use permit approval, the applicant shall obtain a business license for the operation of a vehicle repair and painting business;

Within sixty (60) days of special use permit approval, the applicant shall pay all business license fees for the past three calendar years (maximum allowed by law);

No more than sixteen (16) vehicles shall be stored on the site at one time, with no more than ten (10) vehicles stored outside the fenced enclosure - the solid wood fence will be installed on the northeast portion of the property to screen vehicles awaiting major body work;

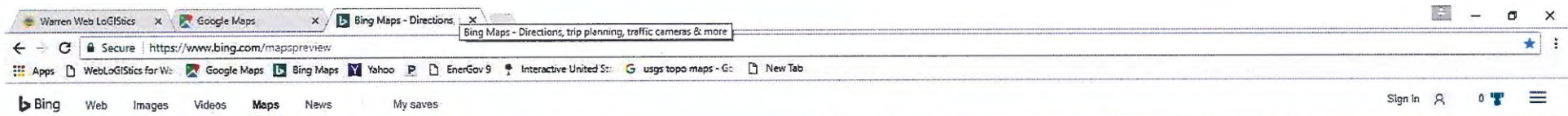
The parking lot shall be striped to delineate the ten (10) vehicle spaces;

The facility shall be maintained in conformance with the Standards in Section 175-110.3; and

Failure to comply with the provisions of the special use permit will void the special use permit.

This SPECIAL PERMIT applies only to the property noted herein and is not transferable to any other property.


Kimberley P. Fogle, AICP
Director of Planning



6

Town of Front Royal, Virginia
Work Session Agenda Form

Date: October 16, 2017

Agenda Item: Special Use Permit (SUP) #FRSPU-000484-2017 by Dwight Dunton, Jr. for permission to develop a nonconforming lot in the R-1 District.
Director of Planning & Zoning

Summary: Attached with this coverage is a Staff Report with detailed information on the request, including the recommendations of the Planning Commission. Also attached is a copy of the application submittal from the applicant.

Council Discussion: This agenda item is scheduled for a work session review on February 6, 2017.

Staff Evaluation: The Planning Commission recommended approval of the special use permit application, as submitted. The Planning Commission's motion also included the following statements for the record:

- 1) *The applicant is advised to purchase the adjacent vacant lot if it becomes available and consolidate it with the subject lot. This will increase the property value of the future house and allow the house to be expanded in the future.*
- 2) *It is recommended that any future applications for a house on the adjacent vacant lot, whether made by the current or future owner be denied. A house on the vacant adjacent lot cannot meet the minimum corner lot setback requirements.*
- 3) *The applicant is advised to decrease the front setback of the proposed house to more closely match the setback of the adjacent house, while still meeting minimum setback requirements of the Town Code.*

Budget/Funding: n/a

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 Recommendations:

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

Work Session



TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING



STAFF REPORT FOR THE SEPTEMBER 20, 2016 PLANNING COMMISSION MEETING

Updated for October 16, 2017 Town Council Work Session

APPLICATION #:

FRSPU-000484-2017

APPLICANT:

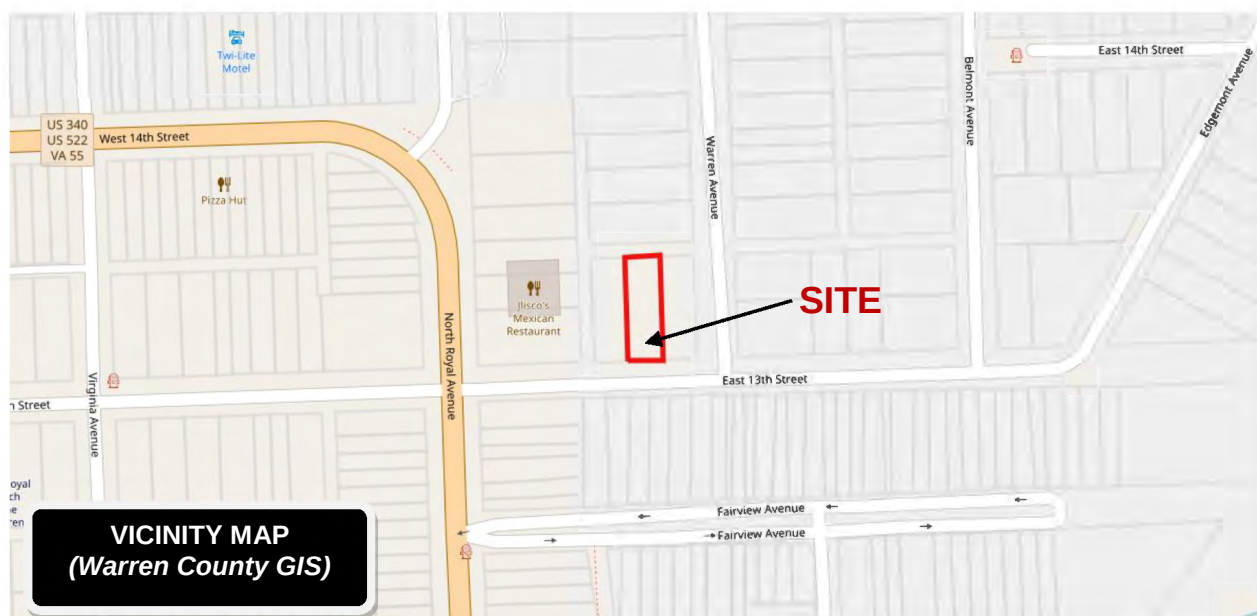
Dwight Dunton, Jr.

APPLICATION SUMMARY:

The Applicant has submitted a special use permit to construct a single family detached dwelling on a nonconforming lot in the R-1 District. The applicant's application is attached (**Attachment 1**).

GENERAL INFORMATION:

<i>Site Address</i>	No address currently.		
<i>Zoning District</i>	R-2, Residential District		
<i>Overlay Districts</i>	Historic Area – NO	Floodway – NO	Entrance Corridor – NO
<i>Tax IDs</i>	20A3-4-55, lot 25		
<i>Location</i>	The subject lot is located on E. 13 th Street, between 16 E. 13 th Street to the west and a vacant lot to the east that is in the northwest corner of the intersection at E. 13 th Street and Warren Avenue.		
<i>Existing Use</i>	Vacant lot		
<i>Proposed Use</i>	Single-Family Detached Dwelling		





ADDITIONAL INFORMATION:

Background

Town Code 175-128.A. establishes special rules for developing on nonconforming lots in the R-1 District. These rules differ from the rules for other districts, which pursuant to Town Code 175-125.B., do not include rules related to the existing lot size and lot width, provided that the setback and other requirements of the Town Code are complied with. In the R-1 District, nonconforming lots must meet special criteria if they are to be developed, and in cases where the minimum lot width or minimum lot area are less than 80% of the R-1 District Standard, a special use permit is required. The applicant's lot is less than 80% of the minimum standards for the R-1 District, therefore a special use permit application is required.

Below are the minimum lot width and minimum lot area requirements for the R-1 District, as specified under Town Code 175-13 for lots serviced by public water and public sewer:

- **Minimum Lot Width: 75 feet**
- **Minimum Lot Area: 10,000 square feet**

The applicants lot is as follows:

- **Subject Lot Width: 50 feet**
- **Subject Lot Area: 7,500 square feet**

Below is the exact language from Town Code 175-128.A. and 175-128.B:

175-128 NONCONFORMING LOTS OF RECORD

A. Except as hereinafter provided, the minimum lot width and lot area shall be required for the establishment of any new lot, or use of a lot, in the R-1 Residential District. Wherever possible, the consolidation of existing nonconforming lots is encouraged to meet the minimum lot size requirements. All new construction shall conform to the yard dimensions and all other regulations for the R-1 Residential District.

1. The Administrator may issue an administrative variance of up to twenty percent (20%) of the required lot width and/or area, where it is found that the proposed new construction is consistent with the structure size, orientation and pattern of development on the street and in the immediate neighborhood.

2. On lots with an area or lot width of less than eighty percent (80%) of the minimum required, approval for construction may be granted by special permit by the Town Council, where the Council finds the application meets the following conditions:

a. The proposed structure has a finished floor area of not less than ninety percent (90%) of the amount of finished floor area prevalent in comparative

<i>Legal Venue</i>	homes. Finished floor areas do not include basement areas. b. The proposed structure is compatible with comparative homes in terms of building orientation, scale, proportion and site layout. c. The site grading provides for adequate drainage on and off the site, without any adverse impact onto adjoining properties. 3. For the purpose of this section, comparative homes shall mean characteristics that are present in at least sixty percent (60%) of the homes located on both sides of the street in the immediate block where the proposed structure is located. 4. The Council may approve a reduction of the side yard requirement, by not more than forty percent (40%), where necessary, to achieve increased compatibility with other structures in the immediate block. B. In any other residential district, a single dwelling may be erected on any single lot of record, notwithstanding limitations imposed by other provisions of this chapter. This provision shall apply even though such lot fails to meet the requirements for lot area and/or lot width, that are generally applicable in the district, provided that yard dimensions shall conform to the regulations for the district in which such lot is located. All other uses, except a single dwelling, are required to meet the minimum lot area requirements for the district in which it is located. The Town is authorized to require a special use permit for certain uses within any zoning district under Virginia Code §15.2-2286. Some specific uses are granted protection from regulation from localities by the Virginia Code, including agriculture uses, small scale conversion of biomass to alternative fuel, certain residential uses, private tents, farm wineries, assisted living facilities, and group homes. The issuance of a special use permit is subject to such conditions as are deemed necessary by the Front Royal Town Council after recommendations of the Front Royal Planning Commission. Prior to an action by Town Council or a recommendation by the Planning Commission, a public hearing is required for special use permits.
<i>Review</i>	175-128.A. allows for new development of nonconforming lots in the R-1 District when certain criteria are met. These criteria are shown below with commentary from Town Staff. a. The proposed structure has a finished floor area of not less than ninety percent (90%) of the amount of finished floor area prevalent in comparative homes. Finished floor areas do not include basement areas.

COMPARATIVE	SQUARE FEET
1	720
2	1688
3	921
4	2200
5	1802
6	1715
7	1664
90 % Average	1377
Proposed House	1438

The proposed house exceeds 90% of the amount of finished floor area prevalent in comparative homes.

b. The proposed structure is compatible with comparative homes in terms of building orientation, scale, proportion and site layout.

Building Orientation – *The applicant's proposed house faces the front of the lot.*

Scale – *The proposed house appears to have a similar scale to other comparative houses and lots in the area. The Lot for Comparative 1 is about the same size as the applicants. The other lots are a little larger but all are nonconforming.*

Proportion – *The applicant's proposed house has similar proportions to the comparative houses. All of the comparative houses are either 1 ½ or 2 stories.*

The applicant's proposed house has a proposed setback of 35.5 feet, which is setback greater than comparative homes on the same street. Staff would recommend the applicant moving the house forward to the extent allowed by the Town Code to create a more consistent street frontage.

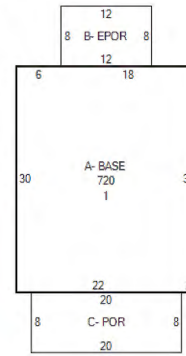
No driveway or parking is shown for the proposed house.

c. The site grading provides for adequate drainage on and off the site, without any adverse impact onto adjoining properties.

The applicant has submitted no information regarding drainage.

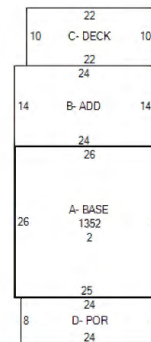
Below are other comparative houses on the immediate block that have frontage on Jefferson Avenue:

Comparative House #1: 16 E. 13th Street



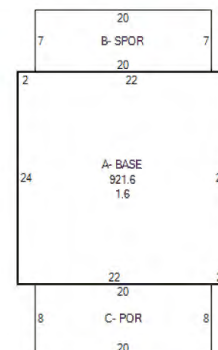
- Square Feet: 720 (w/unfinished basement)
- 1-story, Vinyl siding exterior
- 3 bedrooms, 1 bath
- Driveway: Yes – Garage: Yes (detached)
- Rounded Taxable Value: \$94,900
- Lot Size: .172 acres
- Owner Occupied: No (based on vamanet)

Comparative House #2: 1320 Warren Ave.



- Square Feet: 1688 (w/unfinished basement)
- 2-story, Stucco exterior
- 4 bedrooms, 1 bath
- Driveway: Yes – Garage: No
- Total Assessed Value: \$100,100
- Lot Size: .206 acres
- Owner Occupied: Unknown (based on vamanet)

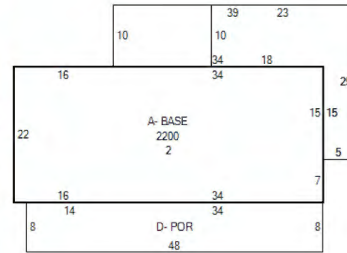
Comparative House #3: 1317 Warren Ave.



- Square Feet: 921 (w/unfinished basement)
- 1 ½ stories, Stucco exterior
- 2 bedrooms, 1 bath
- Driveway: Yes – Garage: Yes (detached)

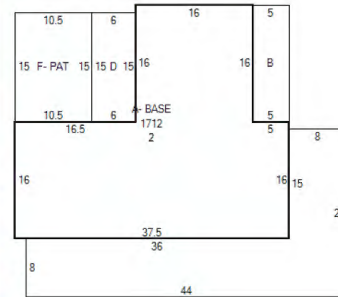
- Total Assessed Value: \$85,600
- Lot Size: .206 acres
- Owner Occupied: Yes (based on vamanet)

Comparative House #4: 1311 Warren Ave.



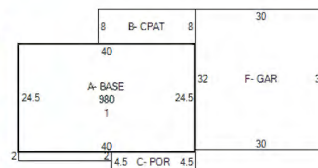
- Square Feet: 2200 (w/unfinished basement)
- 2 stories, Vinyl siding exterior
- 3 bedrooms, 1 bath
- Driveway: Yes – Garage: Yes (detached)
- Total Assessed Value: \$155,200
- Lot Size: .171 acres
- Owner Occupied: Unknown (based on vamanet)

Comparative House #5: 1303 Warren Ave.



- Square Feet: 1802
- 2-story, Vinyl siding exterior
- 4 bedrooms, 2 bath
- Driveway: Yes – Garage: No
- Total Assessed Value: \$106,300
- Lot Size: .207 acres
- Owner Occupied: Unknown (based on vamanet)

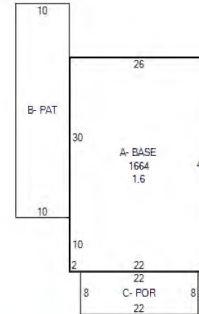
Comparative House #6: 18 Fairview Ave.



- Square Feet: 1715 (w/ unfinished basement)
- 2-level split foyer, Aluminum siding and brick exterior

- 3 bedrooms, 2 bath
- Driveway: Yes – Garage: Yes (frame)
- Total Assessed Value: \$168,200
- Lot Size: .344 acres (on multiple lots)
- Owner occupied: Yes (based on vamanet)

Comparative House #7: 22 Fairview Ave.



- Square Feet: 1664 (w/unfinished basement)
- 1½ stories, Stucco exterior
- 3 bedrooms, 1 ½ bath
- Driveway: Yes
- Garage: Yes (detached)
- Total Assessed Value: \$135,800
- Lot Size: .309 acres (on multiple lots)
- Owner Occupied: Yes (based on vamanet)

Staff has forwarded the following questions to the applicant, and the applicant will be prepared to address these before or after the meeting with the Planning Commission.

- 1) How will stormwater be managed on the site to prevent drainage issues?
- 2) Where will the driveway and parking spaces be located?
- 3) Can you acquire the lot to the east? If this property could be consolidated into the proposed house lot there would be no need for a special use permit.

If the applicant addresses the above issues adequately Staff does not object to approval of the special use permit. Additional housing in the Town is needed, provided that the development is done appropriately.

Before issuance of a zoning permit for construction, the applicant will be required to obtain approval of this special use permit. In addition, the applicant is required to submit for a zoning permit application and complete the house location plan to address all requirements of the Town Code, and to pay all applicable utility connection and other fees that are required by Town Code.

Following a public hearing and discussion, the Planning Commission recommended approval of the special use permit by the following motion:

Vice Chairman Jones moved to recommend approval to Town Council of special use permit application FRSPU-000484, as submitted, to allow construction of a single-family dwelling on Tax Map 20A3-4-55, lot 25. I further move that the following conditional recommendations be made part of the record:

- 1) The applicant is advised to purchase the adjacent vacant lot if it becomes available and consolidate it with the subject lot. This will increase the property value of the future house and allow the house to be expanded in the future.*
- 2) It is recommended that any future applications for a house on the adjacent vacant lot, whether made by the current or future owner be denied. A house on the vacant adjacent lot cannot meet the minimum corner lot setback requirements.*
- 3) The applicant is advised to decrease the front setback of the proposed house to more closely match the setback of the adjacent house, while still meeting minimum setback requirements of the Town Code.*

Seconded by Commissioner Gushee.

**VOTE: Yes – Langfitt, McFadden, Gushee, Jones
Absent – Marshner, Davis**

ATTACHMENTS: Attachment 1: Special Use Permit Application & submitted attachments to the application



TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING
102 EAST MAIN STREET
P.O. BOX 1560
FRONT ROYAL, VA 22630

Main: 540.635.4236
Fax: 540.631.2727
Internet: www.frontroyalva.com

~~SUP~~ FRSPU 484-2017

SPECIAL USE PERMIT REQUEST

APPLICANT

NAME DWIGHT D Denton Jr PHONE 703-597-7154
ADDRESS 13311 Lee Hwy Washin 22747
E-MAIL SteviRobinson@icloud.com

PROPERTY DESCRIPTION

PROPERTY ADDRESS W 13th Street
TAX MAP 20A3 SECTION 4 BLOCK 55 LOT 25
SUBDIVISION NAME Shenandoah town ACREAGE 0.17

REQUEST

ZONING DISTRICT R-1
PROPOSED USE OF PROPERTY Residential
SPECIFIC SPECIAL USE PERMIT REQUEST yes
To be able to acquire a Building permit
to SFD on lot - on A non conforming lot

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

1. Survey/Plat of property showing all **existing** improvements.
(10 copies if larger than 11" X 17")
2. Site Plan Application
3. Application Fee of \$400.00 (Checks payable to the Town of Front Royal)
4. Additional information as required by the Department of Planning & Zoning.

CERTIFICATION

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

Signature Dwight D Denton Jr Date 8/16/17

By submitting this application, the applicant grants permission to Town officials and employees to enter upon the property, which is the subject of this application, during reasonable hours and for purposes related to the application process.

Receipt # 326186

Date Paid 8-16-17 Check # 3131

Revised 2-15-13

mail Agenda to
1169 Elm Street
Front Royal, VA 22630

Contact: Lissa Hubbard
540.327-4715



**Two Story- 24 x 32 Each Floor 719 SQ. feet
- Totaling 1438 SQ. Feet Finished**

Three Bedrooms, 2 Bath

**Front Porch 11'4 x 7'0 Wood Flooring & Vinyl
Railing**

Vinyl Siding / Crawl Space (No Basement)

20' WIDE ALLEY

S 89°00'00" E

50.00'

150.00'

T.M. 20A3-4-55
LOT 25
7,500 SQ. FT.

150.00'

15.0'

11.0'

32.0'

PROPOSED
DWELLING

24.0'

15.0'

11.0'

35.5'

35.5'

S 01°00'00" W

50.00'

50.00'

50.00'

N 89°00'00" W

E. 13TH ST.

60' WIDE

20' WIDE ALLEY

N 01°00'00" E

NO TITLE REPORT WAS
FURNISHED TO THIS OFFICE.
SUBJECT TO ANY AND ALL
EASEMENTS OF RECORD.

DERIVATION OF TITLE TO:
DWIGHT DUNTON, JR.
PER INST. # 100004470.

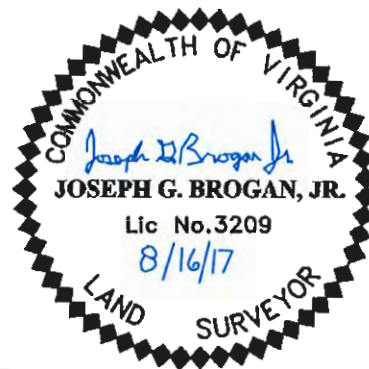
AND
DERIVATION OF TITLE TO:
DWIGHT D. DUNTON, III AND
MARQUIS P. DUNTON
PER INST. # 970004235.

PROPERTY SITUATED OUTSIDE
THE LIMITS OF THE FEMA
FLOOD ZONE.

PROPERTY ZONED R-1.
PLAT REF: D.B. S/300

PLAT SHOWING PROPOSED
DWELLING ON LOT 25
BLOCK 55, FRONT ROYAL
RIVERTON IMP. CO.
TOWN OF FRONT ROYAL
WARREN COUNTY, VA.

WARREN AVE.



PREPARED BY:
BROGAN LAND SURVEYING, PLC
P.O. BOX 1578
FRONT ROYAL, VA. 22630-0034
TEL. & FAX (540) 635-5657
AUGUST 16, 2017

← TO NORTH ROYAL AVE.

7



Item No. 7

Town of Front Royal, Virginia Work Session Agenda Form

Date: October 16, 2017

Agenda Item: Update on the Solid Waste Review

Summary: Staff will update on the evaluation of the solid waste division to determine if the Town can continue to provide the service level to our citizens and recover all cost to be a sustainable enterprise fund.

Council Discussion: Informational update for Council

Staff Evaluation: Staff will provide update on the business case along with measures to reduce overall cost including the new single-stream recycling program

Budget/Funding: Finance Director will be in attendance

Legal Evaluation: Town Attorney will be in attendance

Staff Recommendations: Informational update for Council

Town Manager Recommendation: Town Manager will be available

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action

Consensus Poll on Action: ____ (Aye) ____ (Nay)

Work Session

8



Town of Front Royal, Virginia Work Session Agenda Form

Date: October 16, 2017

Agenda Item: Discussion of Land Exchange Agreement between the Afton Inn and the former Town Hall

Summary: Discussion on the covenants and conditions with the land exchange between the Afton Inn and the former Town Hall. One of the items for discussion tonight is the placement of an historical plaque on the former Town Hall. According to the Land Exchange Agreement, Town Council will have to approve the plaque's appearance, informative content, and place of placement.

Council Discussion: Discussion on the covenants and conditions in the agreements along with the overall design appearance, informative content, and place of placement for the historical plaque for the former Town Hall

Staff Evaluation: Staff will be available

Budget/Funding: N/A

Legal Evaluation: Town Attorney will be available

Staff Recommendations: Staff will be available

Town Manager Recommendation: Town Manager will be available

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action

Consensus Poll on Action: ____ (Aye) ____ (Nay)

Work Session

LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT ("AGREEMENT") is made as of this day of June 11th, 2014, by and between AFTON INN, L.L.C., a Virginia Limited Liability Company; party of the first part, hereinafter referred to as "Afton Inn, L.L.C.", and the ECONOMIC DEVELOPMENT AUTHORITY, a political subdivision of the Town of Front Royal and the County of Warren as authorized by the Commonwealth of Virginia, party of the second part, hereinafter referred to as the "EDA".

WHEREAS, Afton Inn, L.L.C. is the owner of the real property located within the Town of Front Royal, County of Warren, Virginia 22630 (hereinafter, the "Town") at the intersection of East Main Street and Crescent Street with an official property address of 2 East Main Street, Town of Front Royal, Warren County, Virginia, 22630, also known as Tax Map 20A8 4 14, upon which is located a structure commonly known as the "Afton Inn", or as the "Afton Inn Hotel", and is hereinafter referred to as the "Afton Inn"; and

WHEREAS, the EDA is the owner or contract owner of the building situate on real property located at 16 North Royal Avenue, Town of Front Royal, Warren County, Virginia 22630, formerly being the Town Hall for the Town of Front Royal, situate between the Front Royal United Methodist Church and the First Baptist Church of Front Royal, as well as a two story building immediately to the west (rear) of the former Town Hall, both of which buildings are hereinafter referred to as the "Town Hall", which said property does not include the parking lot on the west side of Union Street that has heretofore served the Town Hall property; and

WHEREAS, Afton Inn, L.L.C. and the EDA wish to exchange their properties under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agreed as follows:

1. DEFINITIONS.

The Afton Inn and the Town Hall are hereinafter sometimes individually referred to as the "Exchange Property" or collectively as the "Exchange Properties."

A party who is intending to convey title to an Exchange Property at Closing is sometimes referred to hereinafter as "Grantor Party" and a party who is intending to accept title to an Exchange Property at Closing is sometimes referred to hereinafter as "Grantee Party."

2. THE EXCHANGE TERMS.

Afton Inn, L.L.C. and the EDA acknowledge that the Afton Inn and the Town Hall are of like kind and equal value. Pursuant to Section 1031 of the Internal Revenue Code (26 U.S.C. § 1031), Afton Inn, L.L.C. will convey the Afton Inn to the EDA and the EDA will convey the Town Hall to the Afton Inn, L.L.C. at closing. At closing, each Grantor Party will execute and deliver at that Grantor Party's expense a special warranty deed with English covenants of title conveying marketable title to each respective Exchange Property to the other Grantee Party, as follows: Title to the Exchange Property shall be good of record and fact, free of liens and encumbrances, subject only to those restrictions to which Buyer has not objected in accordance with Section 7 (the "Permitted Exceptions").

Afton Inn, L.L.C. shall convey to the EDA all of the Afton Inn, L.L.C.'s right, title and interest to the Afton Inn, which includes the improvement thereon, together with all easements, rights, privileges, and appurtenances belonging to same, together with any restrictions of record which do not interfere or prevent the EDA from utilizing the Afton Inn in any manner deemed appropriate by the EDA, but free and clear of all liens, encumbrances, encroachments and special assessments levied or assessed. The EDA shall convey the Town Hall to the Afton Inn, L.L.C. all of the EDA's right, title and interest to the Town Hall, which includes the improvements thereon, together with all easements, rights, privileges, and appurtenances belonging to same, together with any restrictions of record (except the "Restrictive Covenants" hereinafter described) which do

not interfere or prevent Afton Inn, L.L.C. from utilizing the Town Hall in any manner permitted by the Town's Zoning Ordinance or other applicable laws or regulations, but free and clear of all liens, encumbrances, encroachments and special assessments levied or assessed, and subject to the restrictive covenants (the "Restrictive Covenants") hereinafter set forth. Afton Inn, L.L.C. acknowledges the exterior of the Town Hall has historical and aesthetic value that the Town Council of Front Royal, Virginia (hereinafter, the "Town Council") requires to be preserved in accordance with said Restrictive Covenants, which Restrictive Covenants shall not merge with the deed to the Town Hall from the EDA to Afton Inn, L.L.C. or any subsequent deed, and shall be covenants real and shall pass with the title to the Town Hall and shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such Restrictive Covenants. These Restrictive Covenants shall be as follows:

(a) The Town Hall shall be photographed contemporaneously with Closing, and copies given to Afton Inn, L.L.C. and the EDA. The exterior appearance of the Town Hall shall retain the stone face appearance, the white trim, the appearance and style of windows and doors, including the historic, multi-pane appearance thereof, that they had at the time of Closing (provided, however, that replacement windows and doors may be of currently manufactured material that maintains the aesthetic appearance of wood).

(b) Roofing material of the Town Hall shall be metal.

(c) No portion of the Town Hall or the building to the immediate west (rear) of the former Town Hall building itself (which will convey to Afton Inn, L.L.C. with the Town Hall itself) shall be demolished without the written consent of the Town Council.

(d) The former Town Hall building itself and the building to the immediate west (rear) of the former Town Hall building itself shall at all times be kept and maintained in a good state of repair.

(e) Five (5) Year Right of First Refusal. During the first five (5) years from the date of closing hereunder, prior to the consummation of a sale or other conveyance of the Town Hall to any other person or entity, Afton Inn, L.L.C. shall notify the Town Manager of the Town, by personal delivery or by certified mail, return receipt requested, at 102 East Main Street, Front Royal, Virginia 22630, as to the terms and conditions of the proposed sale or other conveyance. Within thirty (30) days of delivery or receipt of said notice the Town shall notify Afton Inn, L.L.C. of the Town's intention to purchase the Town Hall upon identical terms and conditions as the proposed sale or other conveyance; subject, however, to the provision that, if Afton Inn, L.L.C. notifies Town Council's of its intent to sell or convey the Town Hall to any other person within five (5) years from the date Afton Inn, L.L.C. acquires title to the Town Hall, Town Council must vote, by not less than an ordinance or resolution passed by a recorded affirmative vote of three fourths of all members elected to Town Council, to purchase or accept title to the Town Hall upon such terms and conditions as aforesaid. The Town shall then consummate the purchase of the Town Hall within Sixty (60) days of the receipt of notification of the proposed sale or other conveyance.

(f) A metal plaque signifying the historical significance of Town Hall, approved in advance prior to its placement upon Town Hall by Town Council as to the plaque's appearance, informative content, and place of placement, which approval shall not unreasonably be withheld, shall be erected, at the expense of Afton Inn, L.L.C. within one (1) year of Afton Inn, L.L.C.'s acquisition of Town Hall, and permanently maintained on the exterior premises of Town Hall. Employees, officers, agents, and contractors of the Town shall have and retain the right in perpetuity to enter upon, go onto, and remain upon the exterior premises of the Town Hall Property from time to time, at reasonable times upon the giving of reasonable advance notice to the owner of the Town Hall, using reasonable care not to unreasonably damage the Town Hall Property, for the purpose of maintaining, repairing, or replacing the plaque, and to cut or remove any shrubbery, plant material or other items that may be obstructing the view of the plaque from ordinary observation from passersby from North Royal Avenue or from the

sidewalk on the West side of North Royal Avenue, and without liability to the owner of the Town Hall property for the same and, further, without liability to the Town its employees, officers, agents, and contractors by the owner of the Town Hall property for the same.

(g) The Restrictive Covenants may be amended from time to time by written mutual agreement by the then owner of the Town Hall property and the Town Council.

3. NO FURTHER ENCUMBRANCES.

Each Grantor Party covenants that it will not further encumber its Exchange Property prior to Closing without the written consent of the Grantee Party and that it will not voluntarily create or cause or permit a lien or encumbrance to attach to the Exchange Property between the date of this Contract and Closing; any monetary lien or encumbrance so attaching, as well as any existing monetary lien or encumbrance, including any existing mortgage, deed of trust, judgment lien or similar lien against the Exchange Property which can be discharged by the payment of money, shall be discharged by the Grantor Party at or prior to Closing.

4. DEDICATIONS AND EASEMENTS.

After the Effective Date of this Agreement, but prior to Closing, neither Grantor Party will dedicate, gift, transfer, mortgage or convey any interest in Grantor Party's Exchange Property without written consent from Grantee Party, which may be withheld for any reason.

5. DELIVERIES OF MATERIALS.

Promptly, but in no event later than five (5) days following the Effective Date of this Agreement, each party shall deliver to the other party the following:

(a) A true and complete copy of all owners' policies of title insurance, if any, previously obtained by or in the actual or constructive possession of the Grantor Party with respect to the Grantor Party's Exchange Property.

(b) All surveys, engineering, geotechnical, environmental or similar reports in the Grantor Party's actual or constructive possession relating to the Exchange Property.

(c) Copies of all notices of any violation relating to the Exchange Property which is uncorrected, if any.

(d) Copies of documents related to work done on the Exchange Property by Grantor Party, its agents or contractor, of which the Grantor Party has in its actual or constructive possession or control.

(e) Copies of any development plans, whether complete or preliminary, for any past or present contemplated repairs, renovations and/or improvements to the Exchange Property, including, but not limited to, past plans for the redevelopment of the Alton Inn for mixed commercial uses.

6. TESTS AND INSPECTIONS.

(a) Each Exchange Party, its respective agents, servants, employees, engineers, invitees and/or designees, at each's respective risk and expense, shall have the full right from and after the Effective Date to enter upon the other Exchange Party's Exchange Property at any reasonable time and from time to time, for purposes of conducting studies, environmental audits, investigations and the like with respect to such Exchange Property.

(b) Each Exchange Party shall have the right to terminate this Contract, by written notice to the other Exchange Party sent on or before **Thirty (30)** days after the Effective Date (the "Study Period"), in its sole and absolute discretion, (i) if an Exchange Party is dissatisfied with the results of any inspections, studies or due diligence conducted with respect to the Exchange Property or (ii) if an Exchange Party is dissatisfied with any materials furnished to it pursuant to the terms of this Contract. In the event that one Exchange Party shall terminate this Contract pursuant to the provisions of this paragraph, this Agreement shall immediately become null and void and no party shall have any further liability to the other. The failure of the a respective Exchange Party to give the other Exchange Party written notice of termination by the end of the Study Period shall constitute a waiver of this contingency by that Exchange Party.

(c) If a Grantee Party enters the Exchange Property prior to settlement, the Grantor Party shall: (i) keep the Exchange Property free and clear of any and all liens or claims resulting therefrom; (ii) to the extent allowed by the Constitution and laws of Virginia, defend, indemnify and hold harmless the other Grantor Party against and from any claim or liability imposed or sought to be imposed upon the entering Exchange Party as a result of actions by the entering Grantee Party, its employees, agents, architects and engineers on the Exchange Property; and (C) agree not to unreasonably damage or harm the Exchange Property.

(d) Afton Inn L.L.C. acknowledges that it has received and has had the opportunity to review all currently-available environmental and asbestos-testing reports in the possession of the EDA or in the possession of the Town of Front Royal, and that Afton Inn L.L.C. agrees to complete the exchange of the properties in their as-is, where-is condition with full knowledge of the contents of such reports.

(e) Afton Inn L.L.C. acknowledges that it has had the opportunity to tour and inspect the interior and exterior of the former Town Hall building and property, and that Afton Inn L.L.C. agrees to complete the exchange of the properties in their as-is, where-is condition with full knowledge of the physical condition of the former Town Hall buildings, including the present condition of the electrical, plumbing, heating and air conditioning systems of the buildings, as well as the physical condition of the windows, window sills, doors, framing, floors and stairs of the buildings.

(f) Afton Inn L.L.C. acknowledges that it will make no demands for repairs, maintenance, upkeep, demolition, remodeling, or renovations of the former Town Hall buildings as a condition of the completion of the exchange.

(g) Afton Inn L.L.C. acknowledges that, as a result of the exchange, it will acquire no rights to any parking spaces other than those contained within the Town Hall

property, as defined above, and that the lack of other parking spaces shall not be an impediment to the completion of the property exchange.

7. TITLE INSURANCE.

Within a reasonable time, not to exceed thirty (30) days after the Effective Date, each Grantee Party shall obtain a title insurance commitment (the "Commitment") from a title insurance company of the Grantee Party's choice and at the cost of each Grantee Party, on the Exchange Property to be acquired by each Grantee Party. Within fifteen (15) days after receipt of such Commitments, each Grantee Party shall deliver to Grantor Party a copy of a title insurance commitment (the "Commitment") bearing an effective date subsequent to the Effective Date hereof in favor of Grantee Party for an owner's title insurance policy insuring marketability of the title to the Exchange Property in the amount of the Exchange Property's appraised value underwritten by a title insurance company acceptable to and selected by Grantee Party which is licensed to do business in the Commonwealth of Virginia for an owner's title insurance policy on the most recent Standard ALTA Policy form. The copy of the Commitment shall be accompanied by a written statement of any objections to Grantor Party's title to the Exchange Property as disclosed by the Commitment. Any matter not objected to by Grantee Party within fifteen (15) days of its receipt of such Commitment shall be deemed approved exceptions to title by Grantee Party. Prior to Closing, Grantor Party shall deliver to Grantee Party a written statement of any objections which Grantor Party could not, upon the exercise of due diligence in good faith, cure prior to or concurrent with Grantee Party's acquisition of the Exchange Property. If Grantor Party gives notice to Grantee Party of any objections which cannot be cured, then Grantee Party shall have the option of: (i) waiving such objections and proceeding with this Agreement or (ii) terminating this Agreement, and thereupon this Agreement shall be null and void and neither Grantor Party nor Grantee Party shall have any further obligations hereunder. In addition to the terms and conditions of this Agreement, land title law of Virginia and the title standards approved by the Virginia Bar Association to the date of examination of title shall serve as a guide of marketability of title; Grantee Party shall be responsible for the expense of a title

insurance policy issued on the Exchange Property to be transferred to the Grantee Party.

8. COVENANTS, REPRESENTATIONS AND WARRANTIES OF GRANTOR PARTIES.

In order to induce the Grantee Parties to enter into this Agreement and to exchange the Exchange Properties, and in addition to the warranties and representations contained elsewhere in this Agreement, the Grantor Parties make the following representations, warranties and covenants, each of which is material and is relied upon by the Grantee Parties, and each of which shall be true as of the date hereof and as of the date of Closing.

(a) Grantor Party owns good and marketable fee simple title to its Exchange Property, free and clear of liens, encumbrances, restrictions and easements of any kind whatsoever, excepting only those matters disclosed herein.

(b) No actions, suits or proceedings have been instituted or threatened against or affecting the Grantor Property or the Exchange Property at law or in equity or before any federal, state, municipal or local governmental authority, department, commission, board, bureau, agency or instrumentality thereof.

(c) Grantor Party has not received notice of violation of any building, zoning, health or other ordinances, resolutions, statutes or regulations of any government or governmental agencies, with respect to the use, occupation, maintenance, condition or operation of the Property or any part thereof which has not been cured.

(d) None of the materials which have been provided to Grantee Party pursuant to the terms of Paragraph 5 hereof are untrue or incomplete in any material adverse respect as of the date they were prepared, and that none of the materials, documents and financial information which have been provided to Grantee prior to execution of this Contract are untrue or incomplete in any material adverse respect as of the date they were prepared. Grantor Party shall continue to provide Grantee Party with

copies of all material documents of the nature described in Paragraph 4 hereof, which Seller receives prior to Closing.

(e) Neither the execution of this Contract nor the consummation of the transactions contemplated hereby will: (A) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which the Grantor Party is a party; or (B) violate any restriction to which the Grantor Party is subject.

(f) Grantor Party, its agents, tenants or licensees have not placed or allowed to be placed on the Exchange Property, and Grantee Party's inspection during the Study Period reveals the Exchange Property (including the land, and any improvements) are free of, any material amounts of waste or debris, and Grantor Party, its agents, employees, members and managers have not placed or allowed to be placed on the Exchange Property, and to the knowledge of the Grantor Party, the Exchange Property is free of all contamination including: (i) any "Hazardous Waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; (iii) any substance the presence of which on the Exchange Property is prohibited by any other federal, state, or local law applicable to the Exchange Property; (iv) underground storage tanks; and (v) no landfill has occurred on the Exchange Property and no debris has been buried or placed on the Exchange Property.

(g) The Exchange Property does not contain any cemeteries or graveyards, and the Exchange Property is not subject to any easements for access to any cemeteries or graveyards.

(h) Grantor Party is not bankrupt or insolvent under any applicable federal or state standard, nor has filed for protection or relief under any applicable bankruptcy or creditor protection statute nor has any such Party been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute.

Grantor Party is not entering into the transactions described in this Agreement with intent to defraud any creditor or to prefer the rights of one creditor over any other. The Exchange Parties have each negotiated this Agreement at arms'-length and the consideration to be exchanged represents fair value for the assets to be transferred.

(i) No petition, application or proceeding is pending or threatened to alter the zoning of the Exchange Properties. Except for the Permitted Exceptions, Grantor Parties have made no commitments relative to the Exchange Properties whether verbally or in writing, to any governmental authority or any neighboring property owner, which would be binding on the Exchange Parties, except as contained herein, after the Closing.

(j) There are not now pending or threatened eminent domain or condemnation proceedings which would affect the Exchange Properties or any part thereof.

(k) There is no pending moratorium on, or other impediment to, immediate public sewer and water availability which is applicable to any portion of the Exchange Properties.

(l) The Exchange Properties have not been used for purposes of mining or explorations for mineral, chemicals or other natural resources.

(m) The Grantor Parties will not take or cause to be taken any action, or fail to perform any obligation, which would cause any of the foregoing representations or warranties to be untrue as of the Closing. The Grantor Parties shall immediately notify the Grantee Party, in writing, of any event or condition known to Grantor Party which occurs prior to Closing hereunder, which causes a change in the facts relating to, or the truth of, any of the above representations or warranties.

(n) In addition to, but not in limitation of, other default remedies herein elsewhere stated, in the event that any of the aforesaid representations and/or warranties are not true, shall not have been complied with or shall not have transpired now or at the time of Closing, Grantee Party, at any time prior to or at Closing, may declare this Agreement null and void and of no further effect. In addition, Grantee Party may

exercise any and all of its other rights at law or in equity with respect to any breach or in truth concerning said covenants, representations and/or warranties.

9. POSSESSION; RISK OF LOSS.

(a) Except for Grantee Party's right of inspection as set forth in paragraph 6 above, possession of the Exchange Property shall be given to the Grantee Party as of the date of Closing, free and clear of any personal property and/or possessory interests of any parties, other than demolition debris and materials within the interior of the Alton Inn.

(b) The Exchange Property shall be held at the risk of Grantor Party until Closing hereunder or possession has been given to Grantee Party, whichever occurs first.

10. GRANTOR PARTY'S DELIVERIES AND CONDITIONS PRECEDENT TO GRANTEE PARTY'S OBLIGATIONS.

In addition to other conditions precedent set forth elsewhere in this Agreement, Grantor Party shall deliver to Grantee Party at the Closing all of the following, the delivery of which shall be a condition to Grantee's obligation to consummate the purchase of the Property.

(a) Warranty Deed. A General Warranty deed containing English Covenants of Title, said document shall be prepared by Grantor Party at its expense.

(b) Original Documents. Originals of all surveys, plats, engineering reports, studies, environmental studies and other documents delivered by Grantor Party to Grantee party under Paragraph 5 hereof, together with an assignment of all of Grantor Party's right, title and interest in any construction drawings and subdivision documents, and an assignment of Grantor Party's contract with the engineer preparing such documents (with all obligations of Grantor Party paid in full) in a form reasonably acceptable to Grantor Party.

(c) Additional Documents. Such additional customary documents as may be reasonably requested by Grantee Party or Grantee Party's title company to consummate the transactions described herein and to cause the title company to issue and deliver its title policy subject only the Permitted Exceptions and such other exceptions to which Grantee party consents.

(d) Conditions to Grantee's Obligation. Grantee Party's obligation hereunder to complete Closing shall be conditioned upon the following:

- (i) Each of Grantor Party's representations and warranties as set forth in Section 8 being true as of the date of Closing. Notwithstanding that certain of Grantor Party's representations and warranties may be limited to the extent of Grantor Party's knowledge of the facts stated therein, the condition precedent to Grantee Party's obligation to settle hereunder set forth in this Section 8(b) shall not be so limited [except as to paragraphs 6(g), 6(h) 6(j), and 6(o)], and the satisfaction of said conditions shall depend upon the actual correctness as of the time of settlement of the facts stated in all such representations and warranties.

(e) Restrictive Covenants. EDA must have delivered, no less than twenty (20) days after the effective date hereof, in writing to Aston Inn, LLC for its review and approval, which approval shall not be unreasonably withheld in the form and content in which they are to be recorded, Restrictive Covenants as referred to herein and listed above in Section 2(a) through 2(g), both inclusive. If, after having received such written Restrictive Covenants in a timely fashion, Aston Inn has raised no objection in writing with EDA prior to the end of the Study Period, said Restrictive Covenants shall be deemed to be agreed to by Aston Inn, LLC on behalf of itself and/or its successors in title. Said Restrictive Covenants shall not be personal to Aston Inn, LLC but shall be considered to be covenants running with the land.

II. TAXES.

Real estate taxes on the Exchange Property prior to the date of Closing shall be paid by Grantor Party. Real estate taxes on the Exchange Property after the date of Closing shall be paid by Grantee Party. The taxes for the year of the date of Closing shall be prorated based upon the then most current property valuations and upon the most current tax rate as determined by law.

12. CLOSING.

Closing shall occur within Ninety (90) days from the Effective Date of this Agreement; provided that the title commitments have been completed and the agreed Closing Agent shall be prepared to conduct the Closing within that time.

13. ADJUSTMENTS, PRORATIONS, AND CLOSING COSTS.

(a) Any taxes, general or special, and all other public or governmental charges or assessments against the Exchange Property which are, or may be, payable on an annual basis (including benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements, completed or commenced, on or prior to the date hereof, or subsequent thereto), shall be adjusted and apportioned as of the date of Closing and are to be assumed and paid thereafter by Grantee Party, said adjustment apportionment to be on the basis of the fiscal year for which assessed, whether or not such assessments had been levied as of the date of Closing.

(b) All other charges, if any and fees customarily pro-rated and adjusted in similar transactions shall be pro-rated and adjusted in similar transactions shall be pro-rated at Closing and thereafter assumed by the Grantee party. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable, the parties shall pro-rate on the best available information, subject to adjustment upon receipt of the final bill or statement.

(c) The parties shall each pay the cost of all documentary stamps, recordation taxes and transfer taxes in accordance with their respective obligations imposed by applicable provisions of the Code of Virginia.

14. NO REAL ESTATE COMMISSION AND FINDER'S FEE.

The parties agree that no party hereto shall be liable for any real estate broker's commission, agent's commission, or finder's fee, in connection with the transaction contemplated by this Agreement. Each party warrants to the other party that it shall indemnify and hold harmless for any and all claims of any person for broker's or agent's commissions or finder's fees in connection with this transaction.

15. CONDITION OF EXCHANGE PROPERTY.

(a) Grantee Party acknowledges that its representatives or agents have examined the Exchange Properties prior to entering into this Agreement. This Agreement is based upon Grantee Party's inspection of the Exchange Property and not upon any representation or warranties or conditions by Grantor Party's agents. Grantee Party acknowledges Grantor Party is conveying the Exchange Property on an "as is" basis, except for the warranties and representations as provided in this Agreement and the warranties in the general warranty deed.

(b) Afton Inn LLC represents and warrants to EDA that its intentions with respect to the Town Hall are to accomplish the highest and best use of the property with all deliberate speed and consistent with all applicable statutes, codes, rules and regulations affecting the property. Afton Inn LLC agrees that it and its successors and assigns, will submit to the appropriate governmental authority all required applications and permits with supporting documentation required by any and all statutes, code, rules and regulations, observe the standards of applicable building codes, submit to any and all required inspections by appropriate governmental authority and at all times abide by the Restrictive Covenants imposed upon the Property as described hereinabove.

(c) Afton Inn, LLC, and its successors and assigns, at all times after Closing shall keep and maintain the former Town Hall building and the building to the immediate west (rear) of the former Town Hall building in a good state of repair. Within fifteen (15) days immediately prior to Closing, the County Building Code Official or his designee shall inspect the former Town Hall building and the building to the immediate west (rear) of the former Town Hall building, and shall make a record, including photographs, of the conditions of the said buildings. The same Official or his designee, or a Town Building Codes Official or his designee in the event the Town creates such a position, shall have the right, at reasonable times thereafter and upon reasonable advance notice to Afton Inn LLC, its successors and assigns, periodically to re-enter the buildings for further inspection to ensure that the buildings are being kept and maintained in a good state of repair, without deterioration, and that necessary repairs are being accomplished to maintain the good state of repair.

(d) In the event Afton Inn, LLC, and its successors and assigns fail to maintain the said buildings described in subparagraphs (b) and (c) above, the Town Council and/or the EDA shall have the right to purchase the Town Hall from the owner thereof at a price to be determined by the average of three independent appraisers, one retained by the Town Council or EDA, one retained by the owner of Town Hall, and a third to be selected by the first two and paid equally by the Town Council or EDA and the owner of Town Hall. This term shall survive Closing.

16. DEFAULT.

If all conditions and other events precedent to the Grantor Party's obligations to consummate the transactions contemplated by this Contract have been satisfied or waived, but the Grantor Party fails, refuses or is unable to consummate the exchange contemplated by this Agreement, or to perform any other obligation required by this Agreement, then the Grantee Party shall be entitled to any right or remedy at law or equity, including actions for specific performance and/or damages.

17. NON-FOREIGN STATUS.

At the date of Closing, Afton Inn, L.L.C. shall deliver to the EDA the Certification of Non-Foreign Status duly executed and containing such other information as may be required by Internal Revenue Code Section 1445 and the Regulations issued thereunder.

18. ASSIGNMENT.

In the case of the assignment of this Agreement by either of the parties, prompt notice shall be given to the other party, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignors. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this Agreement.

19. SEVERABILITY.

If any non-economic mutual term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

20. FURTHER ASSURANCES.

Each undersigned party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. The Exchange Parties agree to use their best efforts in cooperation to carry out the intent of this Agreement and to provide quality and efficient development sites for both Exchange Parties.

21. INTERPRETATIONS.

Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

22. CONSTRUCTION.

Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

23. MERGER.

All representations and warranties made herein are not intended to survive Closing and shall be merged in the deed unless otherwise stated in this Agreement.

24. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

25. NOTICE AND DEMANDS.

Notice, demand, or other communication mandated by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or

certified mail, postage prepaid, return receipt requested, or delivered personally at the address stated below

26. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in two (2) or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

27. GOVERNING LAW.

All aspects of this Agreement shall be governed by the laws of the Commonwealth of Virginia.

28. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

29. NOTICES.

Neither party shall be deemed to be in default hereunder, unless and until, it shall have been sent Notice of such default by the other party, and shall have failed to cure the default within ten (10) days of the date of such notice. Each party shall be responsible for Notices. Any notice or demand under this Agreement shall be in writing and sent by (a) registered or certified mail, return receipt requested, postage prepaid, (b) by recognized overnight courier service such as Federal Express, as follows, or (c) by facsimile transmission as long as a copy is sent by the methods described in clauses (a) or (b).

Notice to Afton Inn, L.L.C:

Alton Inn, LLC
8201 Euclid Avenue
Manassas Park, VA 20111

With a copy to:
John E. Carter, PC.
4103 Chain Bridge Road - Suite 101
Fairfax, VA 22030

Notice to EDA:

Executive Director
400-D Kendrick Lane
Front Royal, VA 22630

With a copy to:
Blair D. Mitchell, Esq.
County Attorney
220 N. Commerce Avenue, Suite 100
Front Royal, VA 22630

Notice to Town:

Town Manager
102 East Main Street
Front Royal, VA 22630

With a copy to:
Town Attorney
102 East Main Street
Front Royal, VA 22630

Any such notice or demand shall be deemed given three (3) days after same has been deposited in the United States mail as aforesaid, or the next business day after deposited with a recognized overnight courier. Either party by notice to the other in accordance with the above, may designate a substitute address for such notice or demand and thereafter such substitute address shall be used for the giving of notice or demand.

30. EFFECTIVE DATE OF AGREEMENT.

The Effective Date of this Agreement shall be the date upon which both Parties agree to all of the terms and conditions set forth herein, as evidenced by the latest date set forth next to the parties signatures below.

31. MISCELLANEOUS.

(a) The titles of the paragraphs are inserted as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

(b) This Agreement is the result of the combined draftsmanship and/or review of both parties and/or their respective agents; accordingly, there shall be no presumption or interpretation of this Contract based on its having been drafted by one or the other.

(c) Each party shall reasonably cooperate with the other in connection the satisfaction of any condition or obligation which must be satisfied by closing pursuant to the terms of this Agreement, and in connection therewith each party agrees to execute any document contemplated by the terms of this Agreement, which may be reasonably requested by the other party. Specifically, each party agrees to sign all applications, documents and governmental submissions in connection with the exchange of the exchange Properties by the Parties, and to appear at any governmental hearings in support of these exchanges.

(d) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall be of the essence of each and every provision of this Agreement.

(e) No party hereto shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance

involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

(f) No determination by any court, governmental or administrative entity or otherwise that any provision of this Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (i) any other such provision, or (ii) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

(g) Nothing in the provisions of this Agreement shall be deemed in any way to create between the parties hereto any relationship of partnership, joint venture or association, and the parties hereto hereby disclaim the existence of any such relationship.

SIGNATURE LINES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year below shown.

AFTON INN, LLC
a Virginia Limited Liability Company

By: [Signature]
Managing Member

STATE OF VIRGINIA

CITY/COUNTY OF [Signature], TO-WIT:

The undersigned, a Notary Public in and for the jurisdiction aforesaid, does hereby certify that [Signature] whose signature as Managing Member of Afton Inn, LLC, a Virginia limited liability company, is affixed to the foregoing document, appeared before the undersigned in said jurisdiction and acknowledged the same to be his free act and deed on behalf of said limited liability company.

WITNESS the following signature and seal this 2nd day of June, 2014.

My Commission expires on the _____ day of _____

[Signature]

Notary Public

Registration Number _____



Marta M. Johnson
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #127647
My Commission Expires
August 31, 2014



Marta M. Johnson
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #127647
My Commission Expires
August 31, 2014

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the
day and year below shown.

**ECONOMIC DEVELOPMENT AUTHORITY, a
political subdivision of the Town of Front
Royal and the County of Warren**

By: Patricia S. Wines
Patricia S. Wines, Chairman

**STATE OF VIRGINIA
COUNTY OF WARREN, TO-WIT:**

The undersigned, a Notary Public in and for the jurisdiction aforesaid, does
hereby certify that PATRICIA S. WINES, Chairman of the Board of Directors of the
EDA, whose signature as such is affixed to the foregoing document on behalf of the
Economic Development Authority acknowledged the same to be her free act and deed on
behalf of said Authority.

WITNESS the following signature and seal this June 11, 2014.

My commission expires on the 30 day of April, 2018.

Michelle A. Henry
Notary Public
7360170
Registration Number



OFFICIAL RECEIPT
WARREN COUNTY CIRCUIT
DEED RECEIPT

DATE: 06/24/14 TIME: 15:30:05 ACCOUNT: 187CLR140002928 RECEIPT: 14000006234
CASHIER: JXS REG: WK35 TYPE: DOD PAYMENT: FULL PAYMENT
INSTRUMENT : 140002928 BOOK: PAGE: RECORDED: 06/24/14 AT 15:30
GRANTOR: TOWN COUNCIL OF THE TOWN OF FRONT ROYAL VA EX: N LOC: CO
GRANTEE: TOWN COUNCIL OF THE TOWN OF FRONT ROYAL VA EX: N PCT: 100%
AND ADDRESS : , .
RECEIVED OF : TOWN OF FRONT ROYAL
CHECK: \$17.00 034561
DESCRIPTION 1: DEED OF DEDICATION PAGES: 5 OP 0
2: NAMES: 0
CONSIDERATION: .00 A/VAL: .00 MAP:
PIN:
301 DEEDS 14.50 145 VSLF 1.50
035 VOF FEE 1.00
TENDERED : 17.00
AMOUNT PAID: 17.00
CHANGE AMT : .00

CLERK OF COURT: JENNIFER R. SIMS

PAYOR'S COPY
RECEIPT COPY 1 OF 2

WARREN COUNTY, VIRGINIA
LAND RECORDS

000074 JUN 24 ±

This deed is exempt from the recordation taxes imposed pursuant
to §58.1-811(A)(3) – Grantee's and §58.1-811(C)(4) – Grantor's

Consideration: \$0.00

Assessment \$0.00

Prepared by: Douglas W. Napier
County Attorney
102 E. Main Street
Front Royal, Virginia 22630
Telephone: (540) 635-7872

Tax Map Reference No.: 20A5-11-15

DEED OF DEDICATION OF RESTRICTIVE COVENANTS

THIS DEED OF DEDICATION OF RESTRICTIVE COVENANTS, made and dedicated by the Town Council of the Town of Front Royal, Virginia (the "Town Council"), to and upon that improved real property, being a stone façade building, located on the west side of North Royal Avenue at 16 North Royal Avenue, Town of Front Royal, Warren County, Virginia, formerly being the Town Hall for the Town of Front Royal, Virginia, situate between the current Front Royal United Methodist Church, and the current First Baptist Church of Front Royal, as well as a two story building immediately to the west (rear) of the said stone facade structure which was the former Town Hall building property, both of which buildings and the real estate upon which they are located are hereinafter referred to collectively as the "Town Hall", which said property does not include the current parking lot on the west side of Union Street that has heretofore served the Town Hall property; which restrictive covenants contained herein shall run with the land and shall inure to the benefit of, and be binding upon, the owners, heirs, executors, administrators, successors in title, and assigns of the owners of the Town Hall.

WHEREAS, Town Council acknowledges the exterior of the Town Hall has historical and aesthetic value that the Town Council desires and requires to be preserved in accordance with these Restrictive Covenants, which Restrictive Covenants shall not merge with or be extinguished by any successive deeds or conveyances to the Town Hall from any owner of the Town Hall to any subsequent owner or lien holder, and shall be covenants real and shall pass with the title to the Town Hall and shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such Restrictive Covenants. These Restrictive Covenants shall be as follows:

WARREN COUNTY, VIRGINIA
LAND RECORDS

000075 JUN 24 ±

(a) The Town Hall shall be photographed contemporaneously with the Closing and settlement of the title from the Economic Development Authority ("EDA") a political subdivision of the Front Royal and the County of Warren as authorized by the Commonwealth of Virginia, and Afton Inn, L.L.C., and copies given to Afton Inn, L.L.C. and the EDA. The exterior appearance of the Town Hall shall retain the stone face appearance, the white trim, the appearance and style of windows and doors, including the historic, multi-pane appearance thereof, that they had at the time of Closing (provided, however, that replacement windows and doors may be of currently manufactured material that maintains the aesthetic appearance of wood).

(b) Roofing material of the Town Hall shall be metal.

(c) No portion of the Town Hall or the building to the immediate west (rear) of the former Town Hall building itself (which will convey to Afton Inn, L.L.C. with the Town Hall itself) shall be demolished without the written consent of the Town Council.

(d) The former Town Hall building itself and the building to the immediate west (rear) of the former Town Hall building itself shall at all times be kept and maintained in a good state of repair.

(e) Prior to the consummation of a sale or other conveyance of the Town Hall to any other person or entity, Afton Inn, L.L.C. shall notify the Town Manager of the Town of Front Royal, by personal delivery or by certified mail, return receipt requested, at 102 East Main Street, Front Royal, Virginia 22630, as to the terms and conditions of the proposed sale or other conveyance. Within thirty (30) days of delivery or receipt of said notice the Town may notify Afton Inn, L.L.C. of the Town's intention to purchase the Town Hall of its intention to purchase the Town Hall upon identical terms and conditions as the proposed sale or other conveyance; subject, however, to the provision that if Afton Inn, L.L.C. notifies Town Council's of its intent to sell or convey the Town Hall to any other person within five (5) years from the date Afton Inn, L.L.C. acquires title to the Town Hall, that Town Council has voted, by not less than by an

000076 JUN 24 11

ordinance or resolution passed by a recorded affirmative vote of three fourths of all members elected to Town Council, to purchase or accept title to the Town Hall upon such terms and conditions as aforesaid. The Town shall then consummate the purchase of the Town Hall within Sixty (60) days of the receipt of notification of the proposed sale or other conveyance.

(f) A metal plaque signifying the historical significance of Town Hall, approved in advance prior to its placement upon Town Hall by Town Council as to the plaque's appearance, informative content, and place of placement, which approval shall not unreasonably be withheld, shall be erected, at the expense of Afton Inn, L.L.C. within one (1) year of Afton Inn, L.L.C.'s acquisition of Town Hall, and permanently maintained on the exterior premises of Town Hall. Employees, officers, agents, and contractors of the Town shall have and retain the right in perpetuity to enter upon, go onto, and remain upon the exterior premises of the Town Hall Property from time to time, at reasonable times upon the giving of reasonable advance notice to the owner of the Town Hall, using reasonable care not to unreasonably damage the Town Hall Property, for the purpose of maintaining, repairing, or replacing the plaque, and to cut or remove any shrubbery, plant material or other items that may be obstructing the view of the plaque from ordinary observation from passersby from North Royal Avenue or from the sidewalk on the West side of North Royal Avenue, and without liability to the owner of the Town Hall property for the same.

(g) The Restrictive Covenants may be amended from time to time by written mutual agreement by the then owner of the Town Hall property and the Town Council.

(h) The right to monitor and enforce these covenants against Afton Inn LLC and its successors is hereby reserved unto the employees, officers and agents of the Town of Front Royal, Virginia.

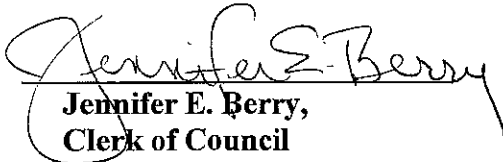
[SIGNATURES AND ACKNOWLEDGMENT PAGE FOLLOWING]

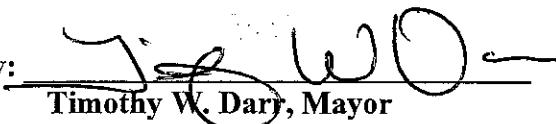
WARREN COUNTY, VIRGINIA
LAND RECORDS

000077 JUN 24 2014

Town of Front Royal, Virginia,
A Municipal Corporation

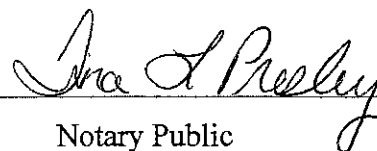
ATTEST:


Jennifer E. Berry,
Clerk of Council

By: 
Timothy W. Darr, Mayor

STATE OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

The foregoing instrument was acknowledged before me this 23 day of June,
2014, by Timothy W. Darr, Mayor of the Town of Front Royal, Virginia, a Municipal
Corporation, on behalf of said Municipal Corporation.

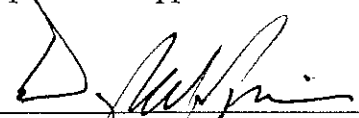

Notary Public

My commission expires: 7/31/14

Registration No: 173753



Prepared and approved as to form:


Douglas W. Napier, Town Attorney

Date 06-24-2014

WARREN COUNTY, VIRGINIA
LAND RECORDS

000078 JUN 24 2014

INSTRUMENT #140002928
RECORDED IN THE CLERK'S OFFICE OF
WARREN COUNTY ON
JUNE 24, 2014 AT 03:30PM

JENNIFER R. SIMS, CLERK
RECORDED BY: JXS



THIS MEMORANDUM OF AGREEMENT ("AGREEMENT" or "MOA")
is made as of this day of 23rd day of June 2014, by and between THE TOWN OF FRONT ROYAL, VIRGINIA, a Virginia Municipal Corporation and political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "Town", party of the first part, and the ECONOMIC DEVELOPMENT AUTHORITY, a political subdivision of the Town of Front Royal and the County of Warren as authorized by the Commonwealth of Virginia, party of the second part, hereinafter referred to as the "EDA".

WHEREAS, Afton Inn, LLC, a Virginia limited liability company, is the owner of the real property located within the Town of Front Royal, County of Warren, Virginia 22630 (hereinafter, the "Town") at the intersection of East Main Street and Crescent Street with an official property address of 2 East Main Street, Town of Front Royal, Warren County, Virginia, 22630, also known as Tax Map 20A8 4 14, upon which is located a structure commonly known as the "Afton Inn", or as the "Afton Inn Hotel", and is hereinafter referred to as the "Afton Inn" or "Afton Inn property".

WHEREAS, the Town is the owner of that real property between Union Street and North Royal Avenue improved by building situate located at 16 North Royal Avenue, Town of Front Royal, Warren County, Virginia 22630, formerly being the Town Hall for the Town of Front Royal, situate between the Front Royal United Methodist Church and the First Baptist Church of Front Royal, as well as a two story building immediately to the west (rear) of the former Town Hall, both of which buildings are hereinafter referred to as the "Town Hall", or "Town Hall property".

WHEREAS, the Town is also owner of a parking lot on the west side of Union Street between the Maddox Funeral Home and the First Baptist Church of Front Royal, which said parking lot is **not** included as a part of the Town Hall property to be exchanged pursuant to this Agreement, but which the Town intends to maintain as a municipal parking lot available to all persons, subject only to reasonable time restraints described on posted signs.

WHEREAS, Afton Inn and the Town wish to exchange their properties under the terms and conditions set forth herein.

WHEREAS, in accordance with the express authority granted by the in Virginia Code § 15.2- 4901, the EDA has been formed by ordinances of the Town and the County of Warren, Virginia, among other things, for the purposes of inducing commercial enterprises to locate and remain in the Commonwealth of Virginia and for developing trade, increasing commerce, and promoting industry, and the safety, health, welfare, convenience, and prosperity of the inhabitants of the Commonwealth, which powers shall be exercised for the benefit of said inhabitants.

WHEREAS, all parties hereto wish to see the Afton Inn property ultimately put to a use, especially economic development, that especially benefits to the maximum degree the inhabitants of the Town of Front Royal and the County of Warren, and the parties agree that under the statutory framework applicable to the parties, and given the parameters given the EDA as to how the EDA might be able to deal with the Afton Inn property as set forth in this MOA, the parties agree that economic development of the Town and County and the public benefit and common good will be more timely and accurately served by allowing the EDA to select the ultimate owner and user of the Afton Inn property

WHEREAS, Virginia Code § 15.2- 953 expressly provides that any locality may make gifts, donations and appropriations of public funds, of personal property or of any real estate and donation to industrial development authorities, such as the EDA, for the purposes of promoting economic development.

NOW, THEREFORE, WITNESSETH, to that end, and in consideration of the premises and the mutual covenants contained herein, the Town and EDA agree as follows:

1. Provided that Afton Inn, LLC, has agreed, in a legally binding agreement, to deed the Afton Inn property to the EDA as set forth in paragraph no. 2 below, the Town will deed, by deed of gift with special warranty of title, the Town Hall property to the EDA, in accordance with the terms and conditions of that certain Land Exchange Agreement (the "Land Exchange Agreement") between Afton Inn, LLC, and the EDA, including the Restrictive Covenants contained therein, which Land Exchange Agreement is attached hereto and incorporated by reference herein and made a part hereof.

2. Paragraph no. 1 above is conditioned upon the condition that Afton Inn, LLC, has agreed, in a legally binding agreement, to deed, by deed of general warranty of title, the Afton Inn property to the EDA, in accordance with the terms and conditions of said Land Exchange Agreement.

3. The Afton Inn property is in close physical proximity and next door to the current Town Administration Building located at 102 East Main Street, Town of Front Royal, Virginia. The Town has clearly identifiable interests in the use to be made, and the appearance, of the Afton Inn property, as the General Assembly has recognized, among other places, in Virginia Code § 15.2- 1801. Therefore, the parties agree that EDA will not convey the Afton Inn property to any party to be used for any purpose ("future purpose") not approved in writing by the Town Council of the Town ("Town Council") not less than forty five (45) days in advance of said conveyance, said approval to not unreasonably be withheld; provided that the Town shall not withhold approval for any use now allowed by-right or by special use permit within the Downtown Business Zoning District (C-2) under the Town Code, with the exception of *[whatever Council may feel is inappropriate for the site, which may include fire/rescue station, libraries, billiard parlors and pool rooms, recreation centers, funeral homes, single-family and two-family units, auto service stations, farmers' markets, boarding house, new and used auto and truck sales]*. Further, the parties agrees that no deed or lease or other written instrument or document concerning the future use of the Afton Inn property by any party ("future use document"), whether improved by the current structure or to become improved by a new structure or no structure, or whether the property is to become unimproved, shall have any legal force or effect or validity, unless said future use document shall contain written restrictions and conditions concerning the permissible uses and external appearances of said Afton Inn property which are approved in writing by Town Council not less than forty five (45) days in advance of execution of said future use document, which approval shall not unreasonably be withheld, which said future use document shall be recorded among the land records of the County of Warren. EDA shall, and shall be responsible for, giving the Town timely notice in writing of such future purpose and future use document.

4. During the EDA's ownership of the Afton Inn property the Town will be responsible for the payment of any and all repairs, maintenance, upkeep and insurance policies for the Afton Inn property incurred by the EDA, provided the Town has agreed in writing to the incurring of such expenses by the EDA, and shall pay any invoices therefor within thirty (30) days of receipt of such invoices from the EDA, or its vendors.

5. Upon sale or lease of the Afton Inn property, the proceeds therefrom will be paid over by the EDA to the Town, subject to the following in paragraphs 5.A., 5.B., 5.C. and 5.D. below:

A. EDA shall pay for, or cause for the payment of at the expense of some party other than the Town, the release of any deeds of trust or other monetary liens encumbering the Afton Inn property, if any such shall remain, and for the Virginia grantor's tax on the deed of conveyance, if such should at the time be applicable. In addition, EDA shall be obligated to pay for all legal fees, if any, for attorneys representing EDA who have been retained by EDA, if any.

B. Town shall not be obligated to pay for any cost, fees, or expenses relative to the sale, conveyance, transfer of, or the settlement of Closing on the Afton Inn property by the EDA to any party.

C. No realtor's or broker's or similar fees or commissions will be paid by the Town, as no realtor has been used or employed by the Town or on the Town's behalf in conjunction with this transaction.

D. Except as provided in paragraph no. 5.A., B. and C. herein, EDA shall be entitled to retain from the sales proceeds an amount equal to any sums it has paid without reimbursement from the Town during its ownership of the Afton Inn property for documented expenses relating to the ownership, management, maintenance, repairs, and marketing for sale or lease of the Afton Inn property.

6. The Town agrees to waive any and all fees associated with the application for and granting of any special use permit for the Afton Inn property that is filed by the EDA.

7. The Town agrees to waive any off-street parking requirements for the development and use of the Afton Inn property, or to count parking spaces in the Peyton Street parking lot immediately behind the Town Administration Building as spaces available for the user of the Afton Inn property.

8. The Town agrees that, during the ownership of the Afton Inn property by the EDA, the Town shall not require the EDA to perform any repairs, maintenance or demolition of any part of the Afton Inn building unless the Town agrees to bear the cost of such repairs, maintenance and/or demolition.

9. The Town agrees to grant a demolition permit to the EDA, without charging any fees therefor to the EDA, for the demolition of the Afton Inn building in the event that the EDA is unable to sell the Afton Inn property to an acceptable buyer within a reasonable period of time after the property exchange, and the EDA and Town agree that demolition of the building is in the best interests of the EDA and the Town.

10. Each party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. The parties agree to use their best efforts in cooperation to carry out the intent of this Agreement.

11. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, as the parties shall be deemed to have jointly prepared this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

12. Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

13. All representations and warranties made herein are intended to survive all settlement closings on the Afton Inn property and shall not be merged in the deed unless otherwise stated in this Agreement.

14. This Agreement contains the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

15. Notice, demand, or other communication mandated by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally at the address stated below.

16. This Agreement may be executed in two (2) or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

17. All aspects of this Agreement shall be governed by the laws of the Commonwealth of Virginia.

18. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

19. Any notice or demand under this Agreement shall be in writing and sent by (a) registered or certified mail, return receipt requested, postage prepaid, (b) by recognized overnight courier service such as Federal Express, as follows, or (c) by facsimile transmission as long as a copy is sent by the methods described in clauses (a) or (b).

Notice to EDA:

Executive Director

Economic Development Authority
404 Kendrick Lane
Front Royal, VA 22630

Notice to Town:

Town Manager
Town of Front Royal
102 East Main Street
Front Royal, VA 22630

Any such notice or demand shall be deemed given three (3) days after same has been deposited in the United States mail as aforesaid, or the next business day after deposited with a recognized overnight courier. Either party by notice to the other in accordance with the above, may designate a substitute address for such notice or demand and thereafter such substitute address shall be used for the giving of notice or demand.

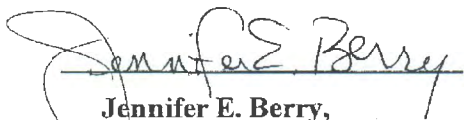
WITNESS the following:

[SIGNATURES AND ACKNOWLEDGEMENTS NEXT TWO PAGES FOLLOWING]

“TOWN”

**Town of Front Royal, Virginia,
a Municipal Corporation**

ATTEST:


Jennifer E. Berry,
Clerk of Council

By: 
Timothy W. Darr, Mayor

*APPROVED AS TO FORM
Dagmar W. Nelson
TOWN ATTORNEY*

STATE OF VIRGINIA

COUNTY OF WARREN, TO-WIT:

The foregoing instrument was acknowledged before me this 23 day of June, 2014, by Timothy W. Darr, Mayor of the Town of Front Royal, Virginia, a Municipal Corporation, on behalf of said municipal corporation.

Tina L. Presley

Notary Public

Registration No: 173753

"EDA"

A Political Subdivision

of the Town of Front Royal

and The County of Warren as

authorized by the Commonwealth of Virginia.



By: _____

Patricia S. Wines, Chairman

STATE OF VIRGINIA

COUNTY OF WARREN, TO-WIT:

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by Patricia S. Wines, Chairman, on behalf of the EDA.

Notary Public

Registration No: _____

Front Royal Town Hall

The Town of Front Royal Develops from LeHewtown

The community of LeHewtown was settled in 1754 by Peter LeHew, a successful tobacco planter and land prospector from Brent Town, a large land-grant community near the port of Dumfries, Virginia on the Potomac River. LeHewtown was located on Happy Creek close by the intersection of three Native American trading paths that led southeast to Chester's Gap in the Blue Ridge Mountains, north to Chester's Ferry on the Shenandoah River, and southwest to the Page Valley. This nexus of trade routes became known as the Town Square, and today is the intersection of Main Street and Chester Street. The LeHew family partitioned and sold most of their lands following Peter LeHew's death in 1783. Locals and newcomers to the area bought partitioned building lots at this intersection, and in 1788 applied for a charter from the State of Virginia to incorporate as a town. The new town was granted its charter under the name "Frontroyall" on November 15th of that year, the name change reflecting the role the area had played during the French & Indian War (1754-1763) as the frontier of the Royal British Empire.

Early Town Meetings

Early meetings of the Gentlemen Trustees, as the Town Councilmen were then known, took place in local taverns, which in the late 18th century often served as public meeting places in small Virginia communities. Taverns served food and could also provide lodging. Those in Front Royal in that period were simple two-story log structures with residential quarters for the owner's family occupying the second floor. After the 1836 formation of Warren County – a development which made Front Royal a county seat – the Trustees could meet in the new Warren County Courthouse. Council also apparently met in Williams Chapel on Chester Street during the Civil War, likely a result of occasional military occupation of the Courthouse, and also met in the Masonic Lodge on Main Street in the early 1900s.

Town Hall Needed

From 1788 until 1935 the needs of the tiny government of the Town of Front Royal were few. The town's population only measured in the hundreds until the late 1800s, and in addition to the Trustees there were rarely more than two employees hired by the town to provide clerical services, street maintenance and law enforcement. By the early 1930s, however, several catalysts moved local government to create a Town Hall. The first was the advent of the Progressive Era reform of local governance. Instead of volunteer trustees acting as both decision-makers and staff, a new organization known as the council-manager system – developed in Staunton, Virginia in 1908 – allowed for a professional staff to be managed by a Town Manager who reported to a Town Council. Front Royal had adopted this form of local government by the early 1930s. The second development spurring the need for a Town Hall was the activity throughout the Great Depression by the Federal government to find worthy construction projects for the Works Progress Administration (WPA) and urban landscaping for the Civilian Conservation

Corps (CCC). The highways leading to and through Front Royal were built or expanded at this time, creating Royal Avenue north of Main Street, along which the CCC planted trees. This road development and urban landscaping expanded Front Royal, and created an environment in which a town hall would appear more appropriate. Finally, Front Royal experienced a boom in population beginning in the mid-to-late 1930s due to the many WPA and CCC activities in the area as well as the arrival of the enormous American Viscose plant. A new form of town government, a WPA in search of public building projects, and a growing population all demanded a building to match the fast-developing Town of Front Royal.

Town Hall is Built: 1935-1936

Front Royal sited the plat for the new Town Hall appropriately along the newly constructed Royal Avenue. Within a block from the Warren County Courthouse, this location was central to the town. On March 25, 1935 the Public Works Administration opened bids for construction of the new “municipal building,” rejecting every bid because they exceeded the appropriations authorized under PWA loans and grants. The appropriated amount for the new building was \$36,000, but the bids had ranged from \$39,900 – \$43,000. After adjusting the appropriations and re-advertising the project, Peters Construction Company out of Norfolk, Virginia was awarded the contract on May 29, 1935, their winning bid amounting to \$34,811.45. Peters Construction Company also held the winning bid for the new Warren County Courthouse, and agreed to construct both from stone quarried in the Massanutten Mountains. Work was to begin within 10 days of the contract being awarded, and was to be completed in 8 months. By mid-November of 1935 construction on the new municipal building was progressing quickly, the plastering being nearly complete. Mild winter weather received some credit for the rapid advancement of the project. In late January, 1936 the new municipal building was ready for occupation, and Monday February 3 from 6:00pm-10:00pm was advertised as the building’s “At Home” event, an open-house for the public to visit and view the new offices, which included the Fire Department and the Community Library. Officials and employees were to be stationed at their posts to explain each room’s designed use. *The Warren Sentinel* on February 6 announced that, due to “cold weather and icy pavements, and the failure of new furniture for the Town Manager’s office to arrive” the “At Home” event was postponed until further notice, but that the public was welcome to visit the new building at any time during the day. It was official: Front Royal had a new Town Hall. The Town Hall building served the community in this capacity for nearly eight decades, at which time the offices of the town government were relocated.

Patrick Farris



FRONT ROYAL

Home of Front Royal

A Short History of the Town

The town of Front Royal was founded in 1792 by John L. Smith, a pioneer of the Shenandoah Valley. The town was named "Front Royal" because it was the first town to be founded in the valley. The town was founded on the site of a small settlement that had been founded in 1754 by John L. Smith. The town was founded on the site of a small settlement that had been founded in 1754 by John L. Smith.



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9



Town of Front Royal, Virginia Work Session Agenda Form

Date: October 16, 2017

Agenda Item: Continued Discussion of Property Maintenance Code Amendments and Establishment of a Rental Inspection District

Summary: Town Council held a public hearing on September 25, 2017 for adoption of a Property Maintenance Code and Establishment of a Rental Inspections District. Council voted to postpone the first reading to discuss in more detail in a work session and vote on the first reading at the next regular meeting held after the work session, which will be October 23, 2017. Council held a public hearing to receive public input on August 28, 2017. Those minutes are attached.

Council Discussion: Council takes desired action at the October 23, 2017 meeting

Staff Evaluation: Staff will be available

Budget/Funding: Director of Finance will be available

Legal Evaluation: Town Attorney will be available

Staff Recommendations: Staff will be available

Town Manager Recommendation: Town Manager will be available.

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action

Consensus Poll on Action: ____ (Aye) ____ (Nay)

Work Session

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

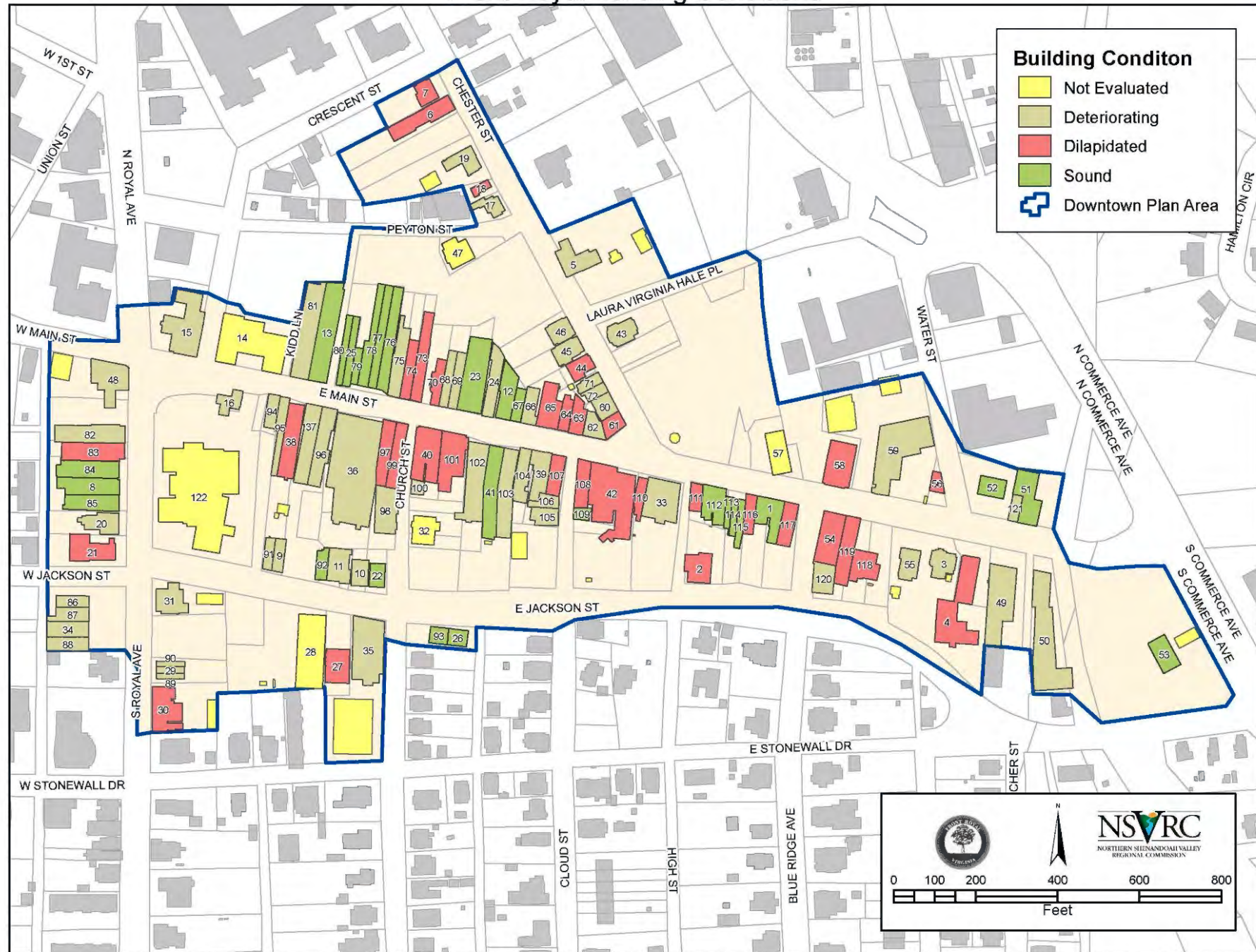
4. Affordable and diverse housing for many income levels, with accountable landlords.

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.

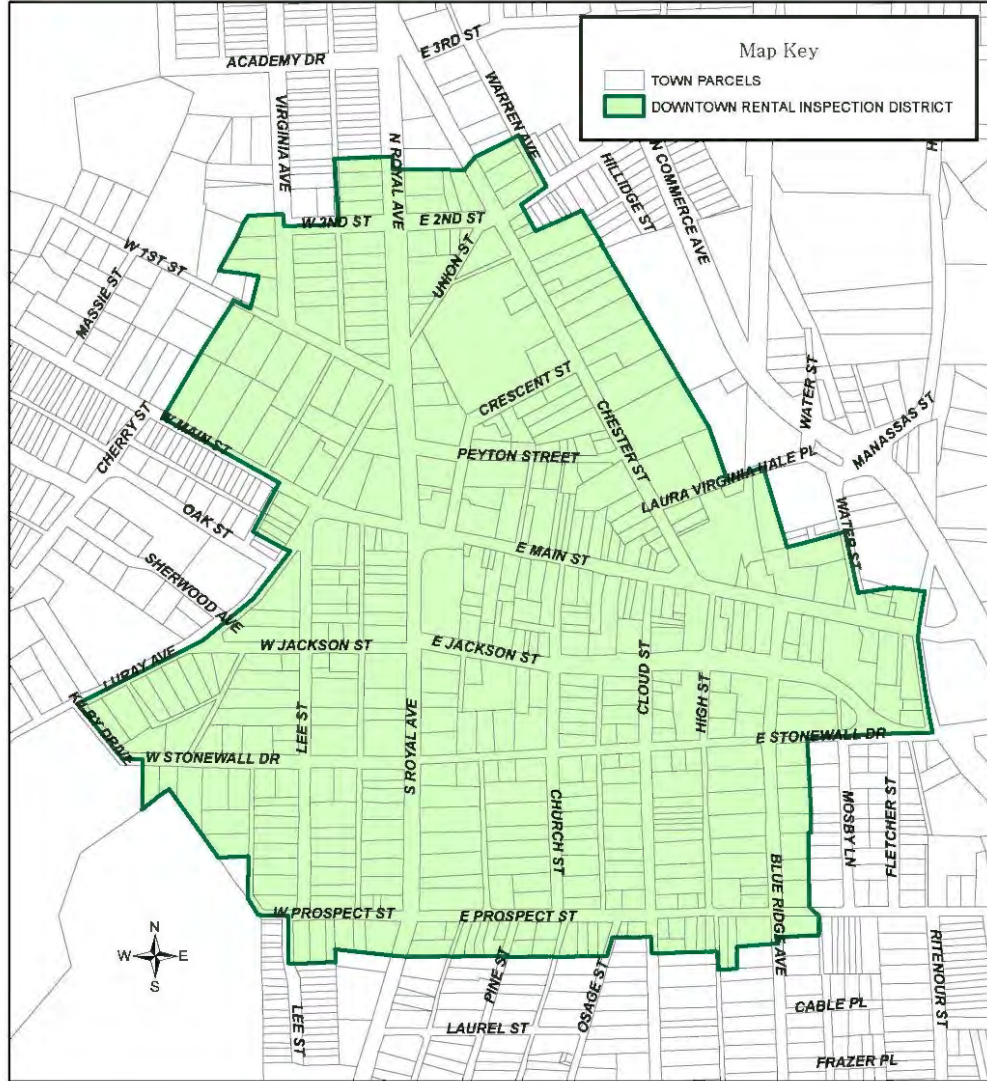
PROPERTY MAINTENANCE & RENTAL INSPECTIONS

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.

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

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

1. 2014 US Census reported population estimates.

2. 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.

3. The City of Winchester is divided into 4 Rental Inspection areas, each managed by a different inspector.

4. Fees show the fees for the Initial Inspection/1st Re-inspection/ 2nd Re-inspection

5. 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.

- 270 C. There shall be no fee for the initial inspection required by this article or the first re-
271 inspection. If all violations are not corrected at the time of the first re-inspection,
272 then the fee for the second and any subsequent re-inspection for the original
273 violation shall be one hundred dollars (\$100.00).
- 274 D. The Maintenance Code Official, or his or her duly authorized agent, shall have the
275 right to inspect any rental dwelling unit within a residential rental inspection district
276 or other individual residential dwelling units subject to this article at any reasonable
277 time, in order to carry out an inspection required by this section. The owner,
278 managing agent, occupant, or other person in charge of the premises shall permit
279 the Maintenance Code Official, or his or her duly authorized agent, access to any
280 dwelling unit within a residential rental inspection district or any individual residential
281 dwelling unit subject to this article for the purpose of conducting an inspection
282 authorized by this article. In the event the Maintenance Code Official or his or her
283 authorized agent is denied access to a dwelling unit, he or she may apply for an
284 administrative search warrant in order to gain access to the premises.
- 285 E. Nothing in this article shall prohibit an inspection of any residential rental dwelling
286 unit or individual residential dwelling unit subject to this article for a violation of the
287 Virginia Uniform Statewide Building Code, pursuant to a complaint, as required
288 herein.
- 289 F. The owner or managing agent may appeal the Maintenance Code Official's
290 determination of a violation of the Maintenance Code to the Board of Appeals.

291
292
293 **9-305. INITIAL AND PERIODIC INSPECTIONS OF MULTI-FAMILY DWELLING**
294 **UNITS.**
295

- 296 A. If a multi-family development has more than ten (10) dwelling units, in the initial and
297 periodic inspections, the Maintenance Code Official shall inspect not less than two
298 (2) and not more than ten (10) percent of the dwelling units of that multi-family
299 development, which includes all of the multi-family buildings which are part of that
300 multi-family development. However, no inspection fee shall be charged for more
301 than ten (10) dwelling units. Two (2) family dwellings and multi-family dwelling units
302 with three (3) to nine (9) dwelling units are not exempt from the inspection
303 requirements of this article.
- 304 B. The inspected dwelling units of a multi-family development shall be selected by the
305 Maintenance Code Official. At the time of inspection, no violations of the Virginia
306 Uniform Statewide Building Code shall exist. If the Maintenance Code Official
307 determines upon inspection of the sampling of dwelling units that there are
308 violations of the Maintenance Code that affect the safe, decent and sanitary living
309 conditions for the tenants of such multi-family dwelling unit, the Maintenance Code
310 Official may inspect as many dwelling units as necessary to enforce the
311 Maintenance Code.
- 312 C. If the dwelling units that are inspected are in compliance with the provisions and all
313 other applicable codes and ordinances, then a rental certificate of compliance shall
314 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.

- 405
- 406 A. Owners of real property within the Town shall remove, repair or secure any building,
- 407 wall or any other structure which might endanger the public health or safety of other
- 408 residents of the Town.
- 409
- 410 B. If an owner fails to do so, the building official may send the owner notice of his or
- 411 her obligations under this section. Such notice shall be:
- 412
- 413 (1) In writing, mailed by certified mail, return receipt requested, sent to the last
- 414 known address of the property owner; and
- 415
- 416 (2) Published in a newspaper having general circulation in the locality in
- 417 accordance with the applicable provisions of Code of Virginia §§ 15.2-1426,
- 418 15.2-1427.
- 419
- 420 C. The Town, through its own agents or employees, may remove, repair or secure any
- 421 building, wall or any other structure which might endanger the public health or
- 422 safety of other residents of the Town if the owner and lien holder of the property
- 423 fails to do so within thirty (30) days following the later of the return of the certified
- 424 mail receipt or newspaper publication. However, if the structure is deemed to pose a
- 425 significant threat to public safety and such fact is stated in the notice, the Town may
- 426 take action to prevent unauthorized access to the building within seven days of such
- 427 notice. Repair of the structure may include maintenance work to the exterior of a
- 428 building to prevent deterioration of the building or adjacent buildings.
- 429
- 430 D. In the event the Town, through its own agents or employees removes, repairs or
- 431 secures any building, wall or any other structure pursuant to this section, the cost or
- 432 expenses thereof shall be chargeable to and paid by the owners of such property
- 433 and may be collected by the Town as taxes and levies are collected.
- 434
- 435 E. Every charge authorized by this section which remains unpaid shall constitute a lien
- 436 against such property ranking on a parity with liens for unpaid local taxes and
- 437 enforceable in the same manner as provided Code of Virginia (1950), Title 58.1,
- Chapter 39, Articles 3 and 4, as amended.
- 438
- 439 F. The remedies provided by this section are in addition to, and not in lieu of, any other
- 440 remedy provided by general law or by the Building Code.

441 **9-404 THROUGH 9-409. Reserved**

442

443 **9-410 DEFINITIONS.**

444

445 The following words, terms and phrases, when used in this chapter, shall have the

446 meanings ascribed to them in this section, except where the context clearly indicates a

447 different meaning:

448

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)

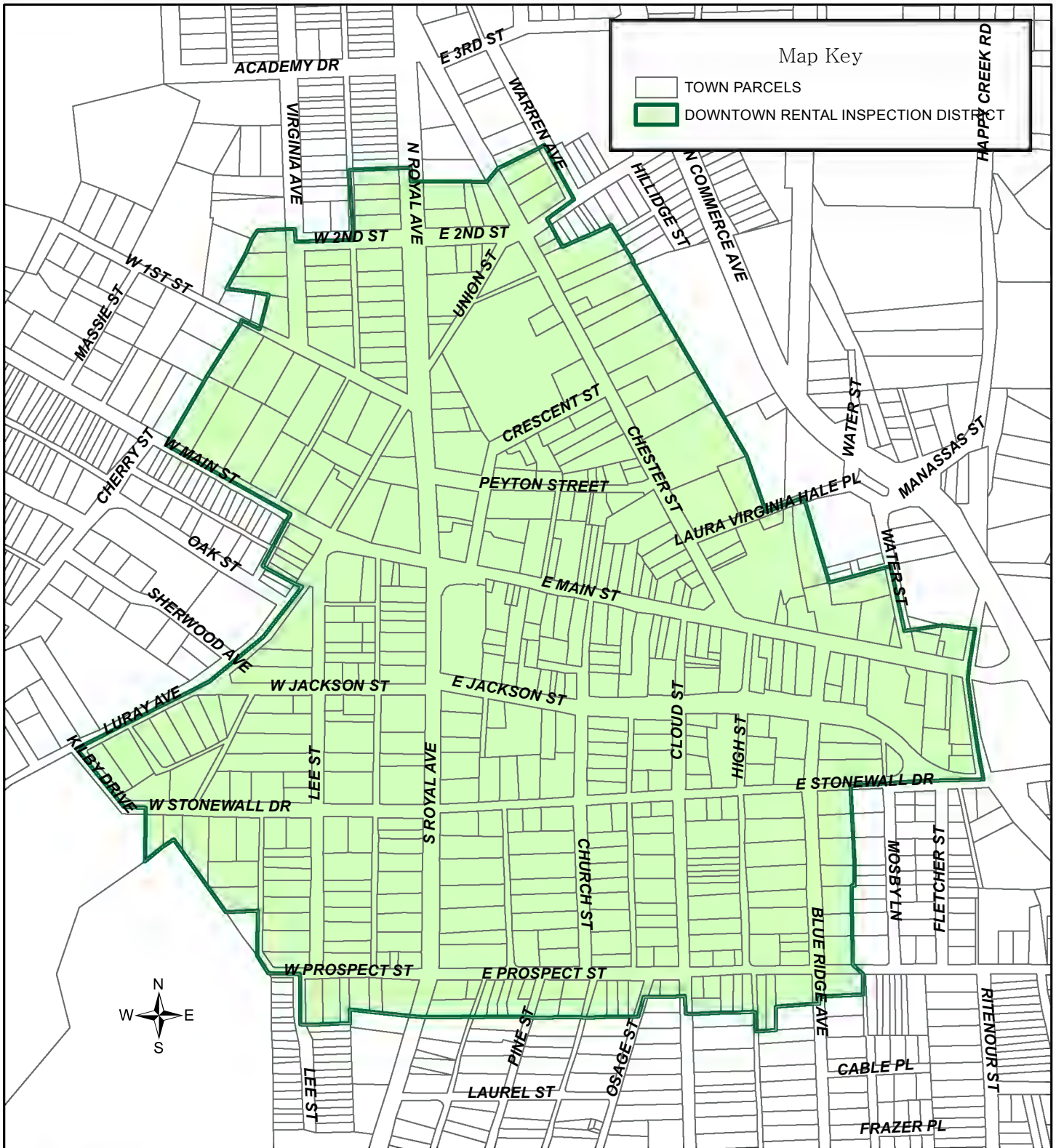
FOR REFERENCE PURPOSES ONLY - Virginia Code §36-3, Definitions.

"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 a least 110 degrees Fahrenheit to every required faucet. Gas water heaters must be installed properly, including the gas supply line and exhaust vent, and should not be located in any bathroom, bedroom or any other occupied room that is normally closed.

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

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

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

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

Interior of Building

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

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

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

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

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

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

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

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

RENTAL CERTIFICATE OF COMPLIANCE PROGRAM

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

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

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

RENTAL INSPECTION

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

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

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

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

BUILDING PERMITS

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

When Permits are Required

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

Examples of major work that requires a permit include:

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

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

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

Who May Get a Permit

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

Who May do the Work Under a Permit

A property owner or qualified contractor may perform the work.

If you have any questions, please contact:

Building Permits

Code Enforcement

Planning & Zoning

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

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

AUGUST 28, 2017

PUBLIC HEARING TO RECEIVE PUBLIC INPUT on Proposed Establishment of a Property Maintenance Code and Rental Inspection Program within the Town

Summary: Council is requested to receive public input on the proposed establishment of a Property Maintenance Code and Rental Inspection Program within the Town.

Mayor Tharpe opened the public hearing.

Linda Allen, of 416 Salem Avenue, noted that the proposed ordinance is simple, is not as unrestricted as it could be, and should not restrict realtors for the most part. She added that this Code is critical to the residents with low paying jobs and those tenants with rentals with lead base paint. Ms. Allen stated that tenants are being manipulated and some landlords are refusing to help those in run down structures. She listed health and safety violations in the community for some families.

William Huck, of 409 E. Main Street, stated that when he moved into his commercial location on Main Street and they have put into over \$60,000 to bring matters to Code and to living standards. He asked for a property maintenance code in place because he cares about the community and because tenants should have their living places taken care of. Mr. Huck noted that more landlords should care about the housing they provide to residents in Front Royal.

Joan Harding, 218 Lee Street, stated that she had served almost ten years on the Board of Architectural Review. She stated that many apartments along Main Street are some of the sketchiest places she has ever seen. Ms. Harding noted that the rental units need to be maintained, as do other structure in the community.

As no one else came forward to speak, the public hearing was closed.

Council takes no action.

10



Town of Front Royal, Virginia Work Session Agenda Form

Date: October 16, 2017

Agenda Item: Continued Discussion of Curb and Gutter Assessments

Summary: Town Council discussed the curb and gutter assessments in a work session on September 18, 2017 and asked that continued discussion be held. Continued research was conducted by Staff and is attached. A forced assessment by Council has not been performed since 1996. The protocol (attached) is what the procedure was at that time. The letter and abstract are examples of what was done in 1996 to accomplish the forced assessment. Chapter 48 of the Town Code is the Procedure for Taxes or Assessments for Local Improvements.

Council Discussion: Council takes desired action in voluntary and/or forced assessment of curb and gutter installation.

Staff Evaluation: Staff will be available

Budget/Funding: The current cost for curb and gutter is \$35.00 a linear foot and sidewalk at a cost of \$4.60 per square foot ; Director of Finance will be available.

Legal Evaluation: Town Attorney will be available.

Staff Recommendations: Staff will be available

Town Manager Recommendation: Town Manager will be available.

Council Recommendation:

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

Work Session

**PROTOCOL
FOR FORCED CURB/GUTTER/SIDEWALK ASSESSMENTS**

1. Once Town Council agrees to assess property owners for curb/gutter/sidewalk property owners are identified along the area that is to be assessed with assistance from the Planning Department.
2. Once the list of property owners is identified and received by the Clerk of Council a public hearing is scheduled. The Council is required by State Code to hold a public hearing whenever a property owner is being considered for assessment. The purpose of the hearing is to allow citizens the opportunity to inform Council of information that they may not otherwise be aware.
3. The morning following Council's approval, the Clerk of Council shall prepare the abstract forms for the Town Manager's signature. The Clerk shall also arrange for a check to be prepared for the cost of recording the assessments. The Clerk shall ensure that the abstracts are recorded in both the Judgment Book and in the Land Records Book at the Warren County Courthouse, preferably that same morning.
4. After being recorded, the original copy of the abstracts is given to the Director of Finance. The Director will give them to the appropriate staff member in the Finance Department who shall make note in the Town's Lien Book/ledger assessment book that the liens are recorded at the Warren County Courthouse.
5. Following completion of the project, the Administrative Assistant for the Public Works Department shall transmit a memorandum to the Director of Finance authorizing the billing of property owners. This memorandum shall include all back-up materials, such as addresses and tax map numbers, necessary for the billing. In addition, the Clerk of Council shall transmit a copy of the assessment ordinance, which includes the interest rate for the project, to the Director of Finance.
6. The Finance Director or appropriate Finance Department staff member shall bill the individual property owners in accordance with the policies contained in the Town Code and the assessment ordinance for the project.
7. Once the bill is paid in full, the Finance staff member shall notify the Director of Finance that the bill has been satisfied. The Director of Finance will notify the appropriate Finance staff member to cause the liens at the Courthouse to be released and shall make note of the release in the Town's Lien Book. A copy of the release shall be sent to the Clerk of Council.

May 2, 1996

«name»
«address»
«city», «state» «zip»

Dear «salutation»,

The Town Council of the Town of Front Royal, Virginia will hold a public hearing on Tuesday, May 28, at 8:00 p.m. in the Town Hall Council Chambers to consider a request to assess for and install curb & gutter and/or sidewalk along portions of Stonewall, W. Main, Cloud and High Streets where gaps currently exist. This project has been requested as a result of a street overlay project that is planned for these streets in the near future or was recently completed. The installation of curb and gutter extends the life of the street, saving tax dollars. The installation of sidewalk allows for improved pedestrian access. Your property was identified as lacking these improvements. If approved by Council, your assessment will be as follows:

«tax_map»
«assessment»

Attached is a list of the proposed affected property owners. Copies of the above request, including a sketch plat, are available for inspection in the Office of the Town Manager. You are invited to attend this hearing to express your views.

Very truly yours,

Rhonda S. North, CMC/AAE
Clerk of Council

RSN\

Enclosures

SIDEWALK ABSTRACT

Abstract of a Resolution of the Town of Front Royal, Virginia authorizing the installation of sidewalk, which abstract is to be recorded in the Judgment Lien Docket Book in the Clerk's Office of the Circuit Court of Warren County, Virginia, pursuant to Section 15.1-247 of the Virginia Code of 1950 as amended.

THIS IS TO CERTIFY that by resolution of the Town Council of the Town of Front Royal, Virginia, at a meeting held on _____, sidewalk was authorized to be installed at _____ and an assessment was authorized against the owners of said property, namely:

XXXXXXXXXX AND XXXXXXXXXXX XXXXX

The property which will be affected by the proposed sidewalk is listed as follows:

**TAX MAP XXXX, DOUBLE CIRCLE X, BLOCK XX, LOT X, X, X, & XX
DEED BOOK XXX - PAGE XXX**

Front Royal, Warren County, Virginia, and the cost of said installation which will be assessed against the land owners is \$_____ per square foot.

The Clerk of the Circuit Court of Warren County, Virginia is requested to record this abstract in the Judgment Lien Docket Book of his office and index the same in the name of the Town of Front Royal, Virginia and in the name of _____.

Given under my hand this _____day of _____, _____.

TOWN MANAGER
TOWN OF FRONT ROYAL, VIRGINIA

Estimated Sidewalk

Assessment: \$_____ (LOT X - \$_____
 (LOT X - \$_____
 (LOT X - \$_____

State of Virginia

County of Warren, to-wit:

I, _____, a Notary Public in and for the State and County aforesaid, do hereby certify that _____, whose name is signed as Town Manager of the Town of Front Royal, Virginia, to the foregoing writing bearing date of _____ day of _____, _____, has this day acknowledged the same before me in my County and State aforesaid.
My commission expires _____.

Given under my hand this _____ day of _____, _____.

Notary Public & Registration

SIDEWALK FORCED ASSESSMENTS

Virginia Avenue – November 28, 1994

Chester Street – September 11, 1995

N. Royal Ave/14th Street – November 13, 1995

Crescent Street – April 8, 1996

Main Street, Highview Street, Stonewall Drive, etc. – May 28, 1996

N. Royal Avenue/14th Street – June 10, 1996

May 11, 1998

2-8-98

**RESOLUTION TO ESTABLISH A "POLICY
FOR ASSESSMENT FOR THE INSTALLATION
OF LOCAL IMPROVEMENTS"**

WHEREAS, the Town of Front Royal wishes to provide a process whereby landowners/property owners may enter into agreements with the Town for voluntary assessments to install or construct curbs, gutters and/or sidewalks in areas abutting public streets maintained by the Town; and

WHEREAS, the Town encourages the installation or construction of curb, gutter and/or sidewalk finding it to benefit the citizens of the Town through improved pedestrian access, improved storm water drainage, and prolonged street life; and

WHEREAS, the voluntary installation or construction of curb, gutter and/or sidewalk has become more prevalent; and

WHEREAS, the Town Council desires consistency and uniformity in the exercise of the Council's assessment authority.

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Front Royal, Virginia, that the following policy is adopted pertaining to the voluntary assessment for the installation or construction of certain local improvements: sidewalks, curb & gutter, by agreement which may be amended or modified from time to time to better serve the needs of the Town of Front Royal. The Town Council having made the above findings, it is ordered that: curb, gutter and/or sidewalk abutting public streets maintained by the Town be installed or constructed where the abutting landowner/property owner has agreed to voluntary assessment for such improvement at the amount and terms set forth herein, in Chapter 48 of the Town Code, in §15.2-104 and Article II (§§ 15.2-2404, et seq.) of Chapter 24 of Title 15.2 of the Code of Virginia, and such further administrative provisions as the Town Manager may deem necessary to implement the policy expressed therein.

The Town Manager may refuse the request of any landowner to install or construct any particular improvement or agree to an assessment by agreement and refer the matter to the Town Council for decision if he determines that the particular installation or construction is not an appropriate use of Town funds or is contrary to the infrastructure needs of the Town.

I. Landowners wishing to voluntarily agree to assessment for the installation or construction of curb, gutter and sidewalk abutting their property along public streets maintained by the Town, may enter into a written agreement, prepared by the Town Attorney, with the Town of Front Royal for said installation or construction. Any voluntary agreement for the installation of a local improvement

shall be subject to any terms of Chapter 48 of the Code of the Town Front Royal applicable to voluntary agreements. As a part of any agreement, the landowner must pay for the installation or construction of the following improvements at the rate and terms as set out below, where applicable:

- A. For the installation, construction, improvement, replacement, use or enlargement of sidewalks or other walkways by agreement between the Town and the landowner, the assessment to landowners shall not exceed one dollar and fifty cents (\$1.50) per square foot of walkway improved.
- B. For the installation, construction, improvement, replacement, use or enlargement of curbs & gutters by agreement between the Town and the property owner, the assessment to landowners shall not exceed six dollars (\$6.00) per linear foot of curb and gutter improved.

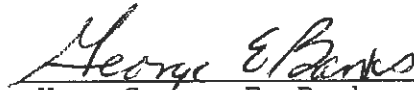
II. Landowners may pay for the improvements as follows:

- A. The landowner pays the entire amount of voluntary assessment for the improvement, as set out above, at the time when the application is approved and the agreement ratified and no lien on the abutting property shall be recorded.
- B. The landowner may enter into an agreement, secured by a lien on the abutting property, with the Town allowing for payment in nine (9) equal installments over a period of eight (8) years. The first installment shall be due after substantial completion of the improvement, which date of completion shall be determined by the Director of the Department of Public Works, having oversight of the improvement, to which he shall certify in writing to the Director of Finance who shall then bill the landowner forthwith. The first installment payment will be due and payable 30 days after the billing date. A lien will be recorded in the Warren County Courthouse against the affected property immediately after the agreement is ratified. Interest will be charged on the unpaid balance at the rate of a one-year U.S. Treasury Bill from the time the improvement is substantially completed. An administrative fee of \$25 will be charged to all landowners applying for improvements by installment payments which shall be paid at the time the application is approved and the agreement ratified, which fee shall be credited to the cost of any amount assessed against the landowner for the improvement and deducted from the amount of the first installment. The landowner may pay the entire amount of the assessment at any time. If the first installment or any other annual installment is not paid within thirty (30) days after the

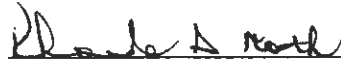
due date, then the entire unpaid balance shall be declared due and payable and collected in any manner permitted by law.

The Town Manager shall be responsible for implementing this policy and establishing such further procedure or terms for the administration of this policy as he may find appropriate and not in conflict with Federal or State law, the Town Code, or this policy, now or as amended.

APPROVED:


Hon. George E. Banks, MAYOR

ATTEST:


Rhonda S. North, CMC/AEE
CLERK OF COUNCIL

This resolution was adopted by the Town Council of the Town of Front Royal, Virginia on the 11th day of May, 1998.

This resolution has been approved as to form and legality.


John B. Arledge, TOWN ATTORNEY

May 11, 1998
Date

RESOLUTION

WHEREAS, on May 11, 1998, the Town Council adopted a "Policy for Assessment for the Installation of Local Improvements" setting forth voluntary assessment procedures in a consistent and uniform manner; and,

WHEREAS, the Council wishes to amend this Policy to increase the rates and terms outlined therein; and

WHEREAS, for ease in research and clarity, it is preferable that the 1998 Policy be rescinded and that Council adopt a new Policy, which would include the increased rates;

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Front Royal, Virginia that the Policy contained in resolution # R-8-98 is hereby rescinded and that the following Policy be approved in its place.

**"POLICY FOR ASSESSMENT FOR THE
INSTALLATION OF LOCAL IMPROVEMENTS"**

WHEREAS, the Town of Front Royal wishes to provide a process whereby landowners/property owners may enter into agreement with the Town for voluntary assessments to install or construct curbs, gutters and/or sidewalks in areas abutting public streets maintained by the Town; and

WHEREAS, the Town encourages the installation or construction of curb, gutter and/or sidewalk finding it to benefit the citizens of the Town through improved pedestrian access, improved storm water drainage, and prolonged street life; and

WHEREAS, the voluntary installation or construction of curb, gutter and/or sidewalk has become more prevalent; and

WHEREAS, the Town Council desires consistency and uniformity in the exercise of the Council's assessment authority.

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Front Royal, Virginia, that the following policy is adopted pertaining to the voluntary assessment for the installation or construction of certain local improvements: sidewalks, curb & gutter, by agreement which may be amended or modified from time to time to better serve the needs of the Town of Front Royal. The Town Council having made the above findings, it is ordered that: curb, gutter and/or sidewalk abutting public streets maintained by the Town be installed or constructed where the abutting landowner/property owner has agreed to voluntary assessment for such improvement at the amount and terms set forth herein, in Chapter 48 of the Town Code, in § 15.2-104 and Article II (§ 15.2-2404, et seq.) of Chapter 24 of Title 15.2 of the Code of Virginia, and such further administrative provisions as the Town Manager may deem necessary to implement the policy expressed therein.

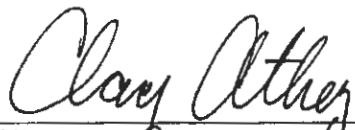
The Town Manager may refuse the request of any landowner to install or construct any particular improvement or agree to an assessment by agreement and refer the matter to Town Council for decision if he determines that the particular installation or construction is not an appropriate use of Town funds or is contrary to the infrastructure needs of the Town.

- I. Landowners wishing to voluntarily agree to assessment for the installation or construction of curb, gutter and sidewalk abutting their property along public streets maintained by the Town, may enter into a written agreement, prepared by the Town Attorney, with the Town of Front Royal for said installation or construction. Any voluntary agreement for the installation of a local improvement shall be subject to any terms of Chapter 48 of the Code of the Town of Front Royal applicable to voluntary agreements. As a part of any agreement, the landowner must pay for the installation or construction of the following improvements at the rate and terms as set out below, where applicable:
 - A. For the installation, construction, improvement, replacement, use or enlargement of sidewalks or other walkways by agreement between the Town of Front Royal and the landowner, the assessment to landowners shall not exceed two dollars and twenty-five cents (\$2.25) per square foot of walkway improved.
 - B. For the installation, construction, improvement, replacement, use or enlargement of curbs & gutters by agreement between the Town and the property owner, the assessment to landowners shall not exceed nine dollars (\$9.00) per linear foot of curb and gutter improved.
- II. Landowners may pay for the improvements as follows:
 - A. The landowner pays the entire amount of voluntary assessment for the improvement, as set out above, at the time when the application is approved and the agreement ratified and no lien on the abutting property shall be recorded.
 - B. The landowner may enter into an agreement, secured by a lien on the abutting property, with the Town allowing for payment in nine (9) equal installments over a period of eight (8) years. The first installment shall be due after substantial completion of the improvement, which date of completion shall be determined by the Director of Public Works & Utilities, having oversight of the improvement, to which he shall certify in writing to the Director of Finance who shall then bill the landowner forthwith. The first installment payment will be due and payable 30 days after the billing date. A lien will be recorded in the Warren County Courthouse against the affected property immediately after the agreement is ratified. Interest will be charged on the unpaid balance at the rate of a one-year U.S. Treasury Bill from the time the improvement is substantially completed. An administrative fee of \$25 will be charged to all landowners applying for improvements by installment payments which

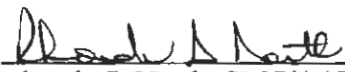
shall be paid at the time the application is approved and the agreement ratified, which fee shall be credited to the cost of any amount assessed against the landowner for the improvement and deducted from the amount of the first installment. The landowner may pay the entire amount of the assessment at any time. If the first installment or any other annual installment is not paid within thirty (30) days after the due date, then the entire unpaid balance shall be declared due and payable and collected in any manner permitted by law.

The Town Manager shall be responsible for implementing this policy and establishing such further procedures or terms for the administration of this policy as he may find appropriate and not in conflict with Federal or State law, the Town Code, or this policy, now or as amended.

APPROVED:

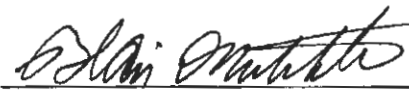

Clifford L. Atley, Jr., MAYOR

ATTEST:


Rhonda S. North, CMC/AAE
Clerk of Council

This resolution was adopted by the Town Council of the Town of Front Royal, Virginia on the 26th day of February, 2001.

This resolution has been approved as to form and legality.


Blair D. Mitchell, Town Attorney

Date: March 1, 2001

12-27-01

R-28-01

RESOLUTION

WHEREAS, on February 26, 2001, the Town Council adopted a revised "Policy for Assessment for the Installation of Local Improvements" setting forth voluntary assessment procedures in a consistent and uniform manner; and,

WHEREAS, the Council wishes to amend this Policy to increase the rates and terms outlined therein to more closely reflect actual costs of construction; and

WHEREAS, for ease in research and clarity, it is preferable that the February 26, 2001 Policy be rescinded and that Council adopt a new Policy, which would include the increased rates;

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Front Royal, Virginia that the Policy contained in resolution # R-9-01 is rescinded effective March 1, 2002 and that the following Policy be approved in its place.

"POLICY FOR ASSESSMENT FOR THE INSTALLATION OF LOCAL IMPROVEMENTS"

WHEREAS, the Town of Front Royal wishes to provide a process whereby landowners/property owners may enter into agreement with the Town for voluntary assessments to install or construct curbs, gutters and/or sidewalks in areas abutting public streets maintained by the Town; and

WHEREAS, the Town encourages the installation or construction of curb, gutter and/or sidewalk finding it to benefit the citizens of the Town through improved pedestrian access, improved storm water drainage, and prolonged street life; and

WHEREAS, the voluntary installation or construction of curb, gutter and/or sidewalk has become more prevalent; and

WHEREAS, the Town Council desires consistency and uniformity in the exercise of the Council's assessment authority.

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Front Royal, Virginia, that the following policy is adopted pertaining to the voluntary assessment for the installation or construction of certain local improvements: sidewalks, curb & gutter, by agreement which may be amended or modified from time to time to better serve the needs of the Town of Front Royal. The Town Council having made the above findings, it is ordered that: curb, gutter and/or sidewalk abutting public streets maintained by the Town be installed or constructed where the abutting landowner/property owner has agreed to voluntary assessment for such improvement at the amount and terms set forth herein, in Chapter 48 of the Town Code, in § 15.2-104 and Article II (§ 15.2-2404, et seq.) of Chapter 24 of Title 15.2 of the Code of Virginia, and such further administrative provisions as the Town Manager may deem necessary to implement the policy expressed therein.

The Town Manager may refuse the request of any landowner to install or construct any particular improvement or agree to an assessment by agreement and refer the matter to Town Council for decision if he determines that the particular installation or construction is not an appropriate use of Town funds or is contrary to the infrastructure needs of the Town.

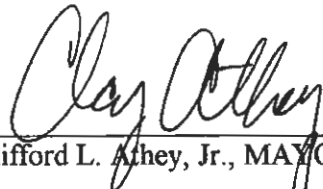
- I. Landowners wishing to voluntarily agree to assessment for the installation or construction of curb, gutter and sidewalk abutting their property along public streets maintained by the Town, may enter into a written agreement, prepared by the Town Attorney, with the Town of Front Royal for said installation or construction. Any voluntary agreement for the installation of a local improvement shall be subject to any terms of Chapter 48 of the Code of the Town of Front Royal applicable to voluntary agreements. As a part of any agreement, the landowner must pay for the installation or construction of the following improvements at the rate and terms as set out below, where applicable:
 - A. For the installation, construction, improvement, replacement, use or enlargement of sidewalks or other walkways by agreement between the Town of Front Royal and the landowner, the assessment to landowners shall not exceed three dollars (\$3) per square foot of walkway improved.
 - B. For the installation, construction, improvement, replacement, use or enlargement of curbs & gutters by agreement between the Town and the property owner, the assessment to landowners shall not exceed twelve dollars (\$12.00) per linear foot of curb and gutter improved.
- II. Landowners may pay for the improvements as follows:
 - A. The landowner pays the entire amount of voluntary assessment for the improvement, as set out above, at the time when the application is approved and the agreement ratified and no lien on the abutting property shall be recorded.
 - B. The landowner may enter into an agreement, secured by a lien on the abutting property, with the Town allowing for payment in nine (9) equal installments over a period of eight (8) years. The first installment shall be due after substantial completion of the improvement, which date of completion shall be determined by the Director of Public Works & Utilities, having oversight of the improvement, to which he shall certify in writing to the Director of Finance who shall then bill the landowner forthwith. The first installment payment will be due and payable 30 days after the billing date. A lien will be recorded in the Warren County Courthouse against the affected property immediately after the agreement is ratified. Interest will be charged on the unpaid balance at the rate of a one-year U.S. Treasury Bill from the time the improvement is substantially completed. An administrative fee of \$25 will be charged to all landowners applying for improvements by installment payments which shall be paid at the time the application is approved and the agreement

ratified, which fee shall be credited to the cost of any amount assessed against the landowner for the improvement and deducted from the amount of the first installment. The landowner may pay the entire amount of the assessment at any time. If the first installment or any other annual installment is not paid within thirty (30) days after the due date, then the entire unpaid balance shall be declared due and payable and collected in any manner permitted by law.

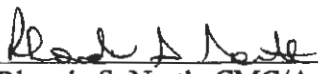
The Town Manager shall be responsible for implementing this policy and establishing such further procedures or terms for the administration of this policy as he may find appropriate and not in conflict with Federal or State law, the Town Code, or this policy, now or as amended.

This resolution shall be effective March 1, 2002.

APPROVED:

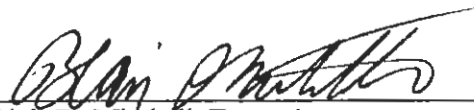

Clifford L. Afhey, Jr., MAYOR

ATTEST:


Rhonda S. North, CMC/AAE
Clerk of Council

This resolution was adopted by the Town Council of the Town of Front Royal, Virginia on the 17th day of December, 2001.

This resolution has been approved as to form and legality.


Blair D. Mitchell, Town Attorney

Date: Dec. 28, 2001

9-13-04

RESOLUTION

WHEREAS, ~~on February 26, 2001~~, the Town Council adopted a revised "Policy for Assessment for the Installation of Local Improvements" setting forth voluntary assessment procedures in a consistent and uniform manner and setting the rates for voluntary participation at \$3 per foot of walkway improvements and \$12 per lineal foot of curb and gutter improvements; and,

WHEREAS, the Council wishes to amend this Policy to ~~increase the rates and terms outlined therein to more closely reflect actual costs of construction~~ terminate any new enrollments in the voluntary curb and gutter improvement program after September 13, 2004; and

WHEREAS, ~~for ease in research and clarity, it is preferable that the February 26, 2001 Policy be rescinded and that Council adopt a new Policy, which would include the increased rates;~~

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Front Royal, Virginia that the Policy ~~contained in resolution # R-9-01 is rescinded effective March 1, 2002 and that the following Policy be approved in its place~~ is amended to read as follows:

"POLICY FOR ASSESSMENT FOR THE INSTALLATION OF LOCAL IMPROVEMENTS"

WHEREAS, the Town of Front Royal wishes to provide a process whereby landowners/property owners may enter into agreement with the Town for voluntary assessments to install or construct curbs, gutters and/or sidewalks in areas abutting public streets maintained by the Town; and

WHEREAS, the Town encourages the installation or construction of curb, gutter and/or sidewalk finding it to benefit the citizens of the Town through improved pedestrian access, improved storm water drainage, and prolonged street life; and

WHEREAS, the voluntary installation or construction of curb, gutter and/or sidewalk has become more prevalent; and

WHEREAS, the Town Council desires consistency and uniformity in the exercise of the Council's assessment authority.

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Front Royal, Virginia, that the following policy is adopted pertaining to the voluntary assessment for the installation or construction of certain local improvements: sidewalks, curb & gutter, by agreement which may be amended or modified from time to time to better serve the needs of the Town of Front Royal. The Town Council having made the above findings, it is ordered that: curb, gutter and/or sidewalk abutting public streets maintained by the Town be installed or constructed where the abutting

landowner/property owner has agreed to voluntary assessment for such improvement at the amount and terms set forth herein, in Chapter 48 of the Town Code, in § 15.2-104 and Article II (§ 15.2-2404, et seq.) of Chapter 24 of Title 15.2 of the Code of Virginia, and such further administrative provisions as the Town Manager may deem necessary to implement the policy expressed therein.

The Town Manager may refuse the request of any landowner to install or construct any particular improvement or agree to an assessment by agreement and refer the matter to Town Council for decision if he determines that the particular installation or construction is not an appropriate use of Town funds or is contrary to the infrastructure needs of the Town.

1. Landowners wishing to voluntarily agree to assessment for the installation or construction of curb, gutter and sidewalk abutting their property along public streets maintained by the Town, may enter into a written agreement, prepared by the Town Attorney, with the Town of Front Royal for said installation or construction. Any voluntary agreement for the installation of a local improvement shall be subject to any terms of Chapter 48 of the Code of the Town of Front Royal applicable to voluntary agreements. As a part of any agreement, the landowner must pay for the installation or construction of the following improvements at the rate and terms as set out below, where applicable:
 - A. For the installation, construction, improvement, replacement, use or enlargement of sidewalks or other walkways by agreement between the Town of Front Royal and the landowner, the assessment to landowners shall not exceed three dollars (\$3) per square foot of walkway improved.
 - B. For the installation, construction, improvement, replacement, use or enlargement of curbs & gutters by agreement between the Town and the property owner, the assessment to landowners shall not exceed twelve dollars (\$12.00) per linear foot of curb and gutter improved.
- II. Landowners may pay for the improvements as follows:
 - A. The landowner pays the entire amount of voluntary assessment for the improvement, as set out above, at the time when the application is approved and the agreement ratified and no lien on the abutting property shall be recorded.
 - B. The landowner may enter into an agreement, secured by a lien on the abutting property, with the Town allowing for payment in nine (9) equal installments over a period of eight (8) years. The first installment shall be due after substantial completion of the improvement, which date of completion shall be determined by the Director of Public Works & Utilities, having oversight of the improvement, to which he shall certify in writing to the Director of Finance who shall then bill the landowner forthwith. The first installment payment will be due and payable 30 days after the billing date. A lien will be recorded in the Warren County Courthouse against the affected property immediately after the agreement

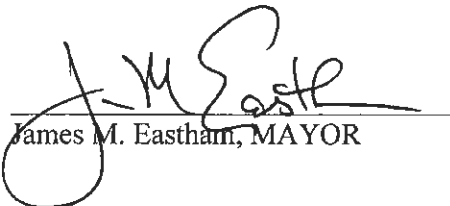
is ratified. Interest will be charged on the unpaid balance at the rate of a one-year U.S. Treasury Bill from the time the improvement is substantially completed. An administrative fee of \$25 will be charged to all landowners applying for improvements by installment payments which shall be paid at the time the application is approved and the agreement ratified, which fee shall be credited to the cost of any amount assessed against the landowner for the improvement and deducted from the amount of the first installment. The landowner may pay the entire amount of the assessment at any time. If the first installment or any other annual installment is not paid within thirty (30) days after the due date, then the entire unpaid balance shall be declared due and payable and collected in any manner permitted by law.

The Town Manager shall be responsible for implementing this policy and establishing such further procedures or terms for the administration of this policy as he may find appropriate and not in conflict with Federal or State law, the Town Code, or this policy, now or as amended.

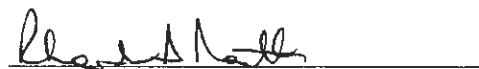
The Town shall not accept additional voluntary agreements for curb and gutter after September 13, 2004, until this policy is further amended at a later date.

This resolution shall be effective upon passage.

APPROVED:


James M. Eastham, MAYOR

ATTEST:


Rhonda S. North, MMC
Clerk of Council

This resolution was adopted by the Town Council of the Town of Front Royal, Virginia on the 13th day of September, 2004.

This resolution has been approved as to form and legality.


Blair D. Mitchell, Town Attorney

Date: Sept 23, 2004

Chapter 48**PROCEDURE FOR TAXES OR ASSESSMENT FOR LOCAL IMPROVEMENTS****Sections:**

- 48-1 AUTHORITY TO IMPOSE TAXES OR ASSESSMENTS FOR LOCAL IMPROVEMENTS; PURPOSES**
- 48-2 (RESERVED)**
- 48-3 HOW IMPOSED**
- 48-4 (RESERVED)**
- 48-5 HOW COST ASSESSED OR APPORTIONED**
- 48-6 (RESERVED)**
- 48-7 VOLUNTARY AGREEMENTS**
- 48-8 THROUGH 10 (RESERVED)**
- 48-11 ASSESSMENTS TO BE REPORTED TO THE DIRECTOR**
- 48-12 (RESERVED)**
- 48-13 NOTICE TO LANDOWNER OF AMOUNT OF ASSESSMENT**
- 48-14 HOW NOTICE GIVEN; OBJECTIONS**
- 48-15 APPEAL TO COURT; DUTY OF CLERK OF GOVERNING BODY, ETC**
- 48-16 HOW SUCH APPEAL TRIED; LIEN OF JUDGEMENT; WHEN TO TAKE EFFECT; HOW ENFORCED**
- 48-17 DOCKETING OF ABSTRACTS OF RESOLUTIONS OR ORDINANCES**
- 48-18 INSTALLMENT PAYMENT OF ASSESSMENTS**
- 48-19 RELEASE OF LIENS DOCKETED**
- 48-20 (RESERVED)**

Adopted by Town Council 5-11-98 (*Repealed Section 134-56 – 134-63 and 142-8 – 142-16 at time of adoption*)

48-1 AUTHORITY TO IMPOSE TAXES OR ASSESSMENTS FOR LOCAL IMPROVEMENTS; PURPOSES

The Town may impose taxes or assessments upon the owners of abutting property for constructing, improving, replacing or enlarging the sidewalks upon existing streets, for improving and paving existing alleys, and for the construction or the use of sanitary or storm water management facilities, retaining walls, curbs and gutters. Such taxes or assessments may include the legal, financial or other directly attributable costs incurred by the Town in creating a district, if a district is created, and financing the payment of the improvements. The taxes or assessments shall not be in excess of the peculiar benefits resulting from the improvements to such abutting property owners. No tax or assessment for retaining walls shall be imposed upon any property owner who does not agree to such tax or assessment.

In addition to the foregoing, the Town Council may impose taxes or assessments upon the owners of abutting property for the construction, replacement or enlargement of waterlines; for the installation of street lights; for the construction or installation of canopies or other weather

protective devices; for the installation of lighting in connection with the foregoing; and for permanent amenities, including, but not limited to, benches or waste receptacles.

Other than by voluntary agreement, any tax or assessment imposed for a local improvement shall be set by the Town Council by ordinance as provided herein.

The Town's assessment ordinances and policies shall be construed and interpreted to comply with the laws of the United States and the Commonwealth of Virginia, granting no additional rights or interest to the landowner and no additional restrictions or limitations upon the assessment authority of the Town than imposed by Federal and State law.

48-2 (RESERVED)

48-3 HOW IMPOSED

Such improvements may be ordered by the Town Council and the cost thereof apportioned in pursuance of an agreement between the governing body and the abutting landowners, and, in the absence of such an agreement, the cost of improvements which is to be defrayed in whole or in part by such tax or assessment, may be ordered on a petition from not less than three-fourths (3/4) of the landowners to be affected thereby or by a two-thirds (2/3) vote of all the members elected to the Town Council. Notice shall be given to the abutting landowners, notifying them when and where they may appear before the Town Council, or such committee or administrative board or other similar board of the Town which the Town Council may appoint for that purpose and to whom the matter of assessment may be referred, to be heard in favor of or against such improvements.

48-4 (RESERVED)

48-5 HOW COST ASSESSED OR APPORTIONED

The cost of such improvement, when the same shall have been ascertained, shall be assessed or apportioned by the Town Council, or by some committee thereof, or by any officer or board authorized by resolution of the Town Council to make such assessment or apportionment, between the Town and the abutting property owners when less than the whole is assessed, provided that, except when it is otherwise agreed between the Town and the landowner, that portion assessed against the abutting property owner or owners shall not exceed one-half of the total cost.

Notwithstanding any other provision of this Chapter, any portion of the cost of such improvements not funded by such special assessment may be paid from federal or state funds received by the Town for such purpose.

48-6 (RESERVED)

48-7 VOLUNTARY AGREEMENTS

Assessments put on by agreement between the Town and a landowner for local improvements and associated facilities shall comply with the Town's **"POLICY FOR ASSESSMENT FOR THE INSTALLATION OF LOCAL IMPROVEMENTS"** as approved by the Town Council. *Resolution attached 2004*
A copy of the written policy is to be available to the public at the Town Hall during the normal business hours of the Town government.

48-8 THROUGH 10 (RESERVED)**48-11 ASSESSMENTS TO BE REPORTED TO THE DIRECTOR OF FINANCE;
POSTPONEMENT OF PAYMENT BY CERTAIN PROPERTY OWNERS**

The amount assessed against each landowner, or for which he is liable by agreement, shall be reported as soon as practicable to the Director of Finance, who is the collector of taxes for the Town of Front Royal, or his designee, who shall enter the same as provided for other taxes.

The Town Council may provide for the postponement of the payment of such assessment by certain elderly or permanently and totally disabled property owners meeting certain conditions until the sale of the property or the death of the last eligible owner. Eligibility for postponement shall be subject to the conditions set forth in Virginia Code § 58.1-3211 and Town of Front Royal Code § 75-17.1 for such elderly or permanently and totally disabled persons.

The Town Council may provide, in the specific assessment ordinance, for the postponement of the payment of such assessment until the property owner actually connects to the public utility system. However, if the property is conveyed between the time the assessment is made and the time the property owner actually connects to the public utility system, then the entire amount due under the assessment becomes due and payable on the day of the conveyance. In any event, the entire amount of assessment due shall be paid no later than ten years from the creation of the assessment or district.

Unless otherwise provided for in the specific assessment ordinance, the entire amount of the assessment, or the first installment if the landowner is permitted and elects to make payment in installments, shall be due 30 days after the billing date. Upon substantial completion of the improvement, the Town Department overseeing the improvement shall immediately certify in writing to the Department of Finance the date of substantial completion, the Department of Finance shall then immediately cause a bill to be mailed, which date of mailing shall be the billing date, to each abutting landowner stating the amount due, which shall include the amount of the assessment and filing fees, and indicate the date due. Failure of the landowner to receive the mailed bill shall not relieve the landowner of the obligation to make prompt payment.

The Director of Finance shall enter those assessments postponed by the Town Council in accordance with the conditions prescribed as provided for other taxes, but the eligible property owner shall have the option of payment or postponement.

48-12 (RESERVED)**48-13 NOTICE TO LANDOWNER OF AMOUNT OF ASSESSMENT**

When the assessment or apportionment is not fixed by agreement, notice thereof, and of the amount so assessed or apportioned, shall be given to each of the abutting owners who shall be cited to appear before Town Council, committee, officer or board having charge of the matter, not less than ten days thereafter, at the time and place designated, to show cause, if he can, against such assessment or apportionment.

48-14 HOW NOTICE GIVEN; OBJECTIONS

The notice may be given by personal service on all persons entitled to such notice, except (i) notice to an infant, a mentally incapacitated person or other person under a disability may be served on his guardian, conservator or committee; (ii) notice to a nonresident may be mailed to him at his place of residence or served on any agent of his having charge of the property or on the tenant of the property; or (iii) in any case when the owner is a nonresident or when the owner's residence is not known, such notice may be given by publication in a newspaper having general circulation in the Town once a week for four successive weeks. In lieu of such personal service on the parties or their agents and of such publication, the notice to 0 parties may be given by publishing the same in a newspaper having general circulation in the Town, once a week for two successive weeks; the second publication shall be made at least seven days before the parties are cited to appear. Any landowner wishing to make objections to an assessment or apportionment may appear in person or by counsel and state such objections.

48-15 APPEAL TO COURT; DUTY OF CLERK OF GOVERNING BODY, ETC

If a property owner's objections are overruled, he shall, within thirty days thereafter, but not afterwards, have an appeal as of right to the Circuit Court for the County of Warren. When an appeal is taken, the Clerk of the Town Council or the officer having charge of the matter, shall immediately deliver to the Clerk of the Court the original notice relating to the assessment, with the judgment of the governing body, committee, officer or board endorsed thereon, and the clerk of the court shall docket the same.

48-16 HOW SUCH APPEAL TRIED; LIEN OF JUDGEMENT; WHEN TO TAKE EFFECT; HOW ENFORCED

Such appeal shall be tried by the court in a summary way, without pleadings in writing and without a jury, after ten days' notice to the Town of Front Royal and the hearing shall be *de novo*. The amount finally assessed against or apportioned to each landowner, or fixed by agreement with him, as hereinbefore provided, shall be a lien enforceable in equity on his abutting land, from the time when the work of improvement has been completed, subject to his right of appeal and objections as aforesaid. Such lien shall be enforceable against any person deemed to have had notice of the proposed assessment under § 48-17, but if no abstract of the resolution or ordinance authorizing the improvement is docketed as provided in § 48-17, such lien shall be

void as to all purchasers for valuable consideration without notice and lien creditors until and except from the time it is duly admitted to record in the County of Warren.

48-17 DOCKETING OF ABSTRACTS OF RESOLUTIONS OR ORDINANCES

When any improvement is authorized for which assessments may be made against the abutting landowners, the Town Council may, before the amount to be finally assessed against or apportioned to each landowner or fixed by agreement is determined, and shall after such amount is finally determined, cause to be entered in the judgment lien book in the Circuit Court Clerk's office for the County of Warren, pursuant to Virginia Code § 15.2-104, an abstract of the resolution or ordinance authorizing such improvement showing the ownership and location of the property to be affected by the proposed improvement and the estimated amount or final amount that will be assessed against or apportioned to each landowner or fixed by agreement with him and the same shall be indexed in the name of the owner of the property. The Town Council may additionally, at the option of the Town Council, cause such abstract to be recorded in the deed book of the Circuit Court Clerk's office for the County of Warren, pursuant to Virginia Code § 15.2-2412. Such assessment shall be a lien solely on the abutting land as provided in § 48-16.

After the completion of the improvement, any estimated amount shall be amended, to show the amount finally assessed against or apportioned to each landowner or fixed by agreement with him, which final amount shall in no event exceed the estimated amount for the improvements as initially authorized. The amount finally assessed against or apportioned to each landowner may be greater than the initially assessed amount when the increased amount is for additional work being performed when the work was requested by the landowner and the additional work and its estimated amount is written into a separate agreement between the Town and the affected landowner. From the time of the docketing of such abstract, any purchaser of, or creditor acquiring a lien on, any of the property described therein shall be deemed to have had notice of the proposed assessment.

Any fee charged by the Clerk of the Circuit Court for recording an abstract of the assessment evidencing a lien for an assessment on an abutting property, shall be paid by the Town and be added to the amount of the lien.

48-18 INSTALLMENT PAYMENT OF ASSESSMENTS

Persons against whom the assessments have been made may pay such assessments in equal installments over a period of eight (8) years or if provided for within the specific assessment ordinance, up to 18 years. Such assessments may be paid in equal annual installments; provided, however, that one-ninth (1/9) of the assessment on an 8 year payment period, or the equivalent *pro rata* share if a longer installment period is provided, shall be paid on or before the due date, and the balance shall be paid in equal, proportional, annual installments thereafter together with interest on the unpaid balances at an annual interest rate, as set in the assessment ordinance, not to exceed the rate of one-year United States Treasury Bills at the time the assessment ordinance is adopted, which rate shall be determined by the Director of Finance. Such installments shall become due at the same time that real estate taxes become due and payable in the Town, and the amount of each installment, including principal and interest, shall be shown on a bill mailed not

later than fourteen days prior to the installment due date to each such person by the treasurer or his designee. If any annual installment is not paid within thirty (30) days after the due date, then the entire unpaid balance shall be declared due and payable and collected in any manner permitted by law.

48-19 RELEASE OF LIENS DOCKETED

The Director of Finance or his designee shall upon discharge of a lien docketed for an assessment as provided for herein by payment in full of the entire balance of the amount of any assessment and interest, deliver a certificate of payment to the property owner and shall execute any other certificate or release, partial or otherwise, as may be required by law. Upon presentation of the certificate, the clerk of the circuit court of Warren County shall mark the lien satisfied in the amount noted on the certificate.

48-20 (RESERVED)

(Ord. No. 6-98 Added Entire Chapter 5-11-98-Effective Upon Passage)

SEPTEMBER 18, 2017 WORK SESSION

3. Review of Curb/Gutter Assessment – Vice Mayor Tewalt

Summary: Vice Mayor Tewalt has requested that Council review the Curb and Gutter Assessment

Policy. Research was conducted by Staff and included in the worksession packet.

Council Discussion: Vice Mayor Tewalt explained the history of the curb and gutter assessment program. He noted that previously the ordinance was eliminated and he would like the assessment reinstated. Vice Mayor Tewalt noted that the Town previously charged half of what the cost was to the resident; with the resident doing a lien, they made payments, or they paid it in full from the beginning. Councilman Sealock noted that most property owners come in and request a waiver and the erosion and water issues then fall to the Town when the improvements are not made. Mr. Sealock stated that the Council should not allow waivers for curb and gutter installation for new homes.

Councilman Connolly asked about curb and gutter and how much longer the asphalt lasts when the curb and gutter is installed. Mr. Tewalt stated that it can add 5-8 years to the paving job. He noted that when streets are paved, and there are 3-5 homes that need curb and gutter, then those property owners needed to be approached and encouraged to be placed on the assessment list.

Mr. Waltz noted that pricing and more information needed to be pulled together to and then it would return to Council during worksession.

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Town of Front Royal, Virginia Work Session Agenda Form

Date: October 16, 2017

Agenda Item: Resubmission of the Ordinance Amendment to Chapter 170 "Weeds and Debris"

Summary: Mayor Tharpe has asked that Council consider reviewing the proposed amendments to Chapter 170 "Weeds and Debris" that were denied by Town Council on November 9, 2015. Attached is the Ordinance Amendment as submitted to Council in 2015 and minutes.

Council Discussion: Council takes desired action.

Staff Evaluation: Staff will be available

Budget/Funding: Director of Finance will be available

Legal Evaluation: Town Attorney will be available

Staff Recommendations: Staff will be available

Town Manager Recommendation: Town Manager will be available.

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action

Consensus Poll on Action: ____ (Aye) ____ (Nay)

Work Session

AN ORDINANCE TO AMEND FRONT ROYAL TOWN CODE CHAPTER 170 “WEEDS AND DEBRIS”

WHEREAS, the proposed modifications will improve the Town’s ability to effectively enforce regulations governing high grass and trash removal in a timely manner; and,

NOW THEREFORE, BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia, that Chapter 170 of the Front Royal Town Code is hereby amended as follows:

Section 170-1 DEFINITIONS

For the purposes of this Chapter, the following words shall have the meanings respectively ascribed to them by this Section:

DEBRIS - Includes cuttings of weeds, trees or bushes, trash, junk, ~~discarded motor vehicles~~ or any other material which may provide a hiding place for snakes or rats, or anything or any condition which may be a fire ~~menace~~ **hazard**, breeding place for mosquitoes or which gives off obnoxious or offensive odors.

GRASS, WEEDS AND OTHER FOREIGN GROWTH – Plants other than grass and weeds that the provisions of this Chapter also require property owners to cut, including poison ivy, poison oak, poison sumac, and invasive alien plants that are identified by the Virginia Department of Conservation and Recreation; however, the following are specifically excluded as being classified as foreign growth when they are routinely maintained and kept in reasonably good health: shrubs and flowers that are customarily used for ornamental purposes, common garden vegetables, fruit, trees, and underbrush within a forest or woodland area. ~~Includes grass, weeds, brush, poison ivy, poison oak, honeysuckle or any other vegetable growth other than trees, ornamental shrubbery, flowers and garden vegetables.~~

Section 170-2 REMOVAL OF HIGH GRASS, WEEDS AND FOREIGN GROWTH

- A. ~~Between May 1st and September 1st of each year, t~~The owner of any ~~vacant~~ **developed** or undeveloped property **located** within the Town, ~~including such property upon which buildings or other improvements are located,~~ shall **whenever any such growth exceeds a height of ten inches (10”), cut the grass, weeds and other foreign growth on such property or any part thereof**, excluding areas that are farther than one hundred (100) feet from the principal building on such property, and from any building situated on an adjacent property. Nothing herein shall apply to property zoned for or in active farming operation. Any such owner failing, ~~refusing or neglecting to cut or remove~~ such grass, weeds and ~~other~~ foreign growth, ~~after ten (10) days notice,~~ shall be in violation of this Section and, ~~upon conviction,~~ shall be subject to a civil penalty of **not to exceed** fifty dollars (\$50) for the first such violation or violations arising from the same set of operative facts, and a civil penalty of \$100 for subsequent violations not arising from the same set of operative facts occurring within 12 months of the first violation. ~~Each business day during which the same violation is found to have existed shall constitute a separate offense, however, the total amount of civil penalties arising from the same set of operative facts in a 12 month period shall not exceed \$3,000.~~ Each business day during which the same violation is found to have existed shall constitute a separate offense. In no event shall a series of violations arising from the same set of operative facts result in civil penalties

exceeding \$3,000 in a twelve (12) month period. Alternatively, the Town Manager, should he deem it necessary, may, after ten (10) days' written notice to the owner of record, with one such notice being sufficient notice for the entire growing season, have such grass weeds or foreign growth cut by the Town's agents or employees, in which event the costs and expenses thereof shall be chargeable to and paid by the owner of such property, and any such charges may be collected by the Town as taxes are collected. Every charge authorized by this Section with which the owner of such property shall have been assessed and which remains unpaid shall constitute a lien against such property ranking on a parity with liens for unpaid taxes and enforceable in the same manner as provided in Articles 3 (§58.1-3940 et seq.) and 4 (§58.1-3965 et seq.) of Chapter 39 of Title 58.1.

- B. ~~Whenever the grass, weeds or other foreign growth attains the height of fifteen (15) inches or more, whether such property is vacant or occupied, it shall be presumed to threaten the health, safety and general welfare of the residents of the Town. Under such circumstances, the Town Manager may after ten (10) days notice to the owners or occupants thereof, have such grass, weeds, and other foreign growth cut by its agents, contractors or employees, and the costs and expenses thereof shall be charged to and paid by the owner of such property, and may be collected as taxes and levies are collected, and shall constitute a lien upon such property until such charges are paid. Any owner of property who is aggrieved by the decision of the Town Manager, under paragraph A above, this provision~~ Subsection may note an appeal of the herein described notice within ten (10) days of the date of its receipt, in which case, all efforts to cause said grass, weeds, or foreign growth etc., to be cut by the Town shall cease until the appeal has been decided by the Town Council.

Section 170-3 REMOVAL OF TRASH; TOWN ACTION ON FAILURE OF OWNER TO REMOVE.

~~Whenever the Town Council deems it necessary, because of unsightly, unsanitary or hazardous conditions, the owner of any property in the town shall, after reasonable notice, remove therefrom any and all trash, garbage, refuse, litter and other substances which might endanger the health of other residents of the town, and should the owner fail, refuse or neglect to comply with the notice, he shall be subject to a fine not to exceed fifty dollars (\$50.), or, if the Town Council deems it necessary, it may, after reasonable notice, have such trash, garbage, refuse, litter and other substances which might endanger the health of other residents of the town, removed by its agents or employees, and the costs and expenses thereof shall be chargeable to and paid by the owner of such property and may be collected by the town as taxes and levies are collected, and such charge shall constitute a lien upon such property until paid.~~

- A. The owner of property located within the Town shall, when the Town Manager, acting as agent for the Town Council, determines that trash, garbage, litter, debris and/or other substances exist on the property, which might endanger the health or safety of other residents of the Town, after ten (10) days' notice, remove therefrom any and all such trash, garbage, refuse, litter, debris and other substances in a manner authorized by law. Any such owner failing to comply with the notice shall be subject to a civil penalty of fifty dollars (\$50) for the first such violation or violations arising from the same set of operative facts, and a civil penalty of one hundred dollars (\$100) for subsequent violations not arising from the same set of operative facts occurring within twelve (12) months of the first violation. Each business

day during which the same violation is found to have existed shall constitute a separate offense. In no event shall a series of violations arising from the same set of operative facts result in civil penalties exceeding three thousand dollars (\$3,000) in a twelve (12) month period. ~~The owner of property located within the Town shall, when the Town Manager, acting as agent for the Town Council, determines that trash, garbage, refuse, litter, debris and/or other substances exist on the property, which might endanger the health or safety of other residents of the Town, after ten (10) days' notice, remove therefrom any and all such trash, garbage, refuse, litter, debris and other substances to comply with such notice within then (10) days of receipt by disposing of such trash, garbage, refuse, litter, debris, or other substance in a manner authorized by law, shall be guilty of a Class IV misdemeanor.~~ Alternatively, the Town Manager, should he deem it necessary, may, after ten (10) days' notice, have such trash, garbage, refuse, litter, debris and other substances, which might endanger the health of other residents of the Town, removed by Town's agents or employees, in which event the costs and expenses thereof shall be chargeable to and paid by the owner of such property and any such changes may be collected by the Town as taxes are collected. Every charge authorized by this Section with which the owner of such property shall have been assessed and 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 in Articles 3 (§58.1-3940 et seq.) and 4 (§58.1-3965 et seq.) of Chapter 39 of Title 58.1.

- B. Any owner aggrieved by the decision of the Town Manager, under paragraph A above, may appeal the herein described notice within ten (10) days of the date of its receipt, in which case, all efforts to cause said grass, weeds, or foreign growth to be cut by the Town shall cease until the appeal has been decided by Town Council.

Section 170-4 NOTICE TO OWNER WHEN UNKNOWN.

If the owner of the ~~land~~ property ~~or lot is unknown or cannot be found~~, the notice mentioned in Sections 170-2 and 170-3 may be given to ~~his~~ the owner's agent and tenant or, if none, then such notice may be given by publication of the same once in a newspaper published ~~one (1) of the newspapers published or circulated in the T~~Town.

This ordinance shall become effective upon passage.

APPROVED:

Hollis L. Tharpe, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____2017, upon the following recorded vote:

John P. Connolly	Yes/No	Christopher S. Morrison	Yes/No
Gary Gillispie	Yes/No	William Sealock	Yes/No
Jacob Meza	Yes/No	Eugene R. Tewalt	Yes/No

A public hearing on the above was held on _____,2017 having been advertised in the Northern Virginia Daily on _____,2017 and _____,2017.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

OCTOBER 13, 2015

PUBLIC HEARING – Ordinance to Amend Town Code Chapter 170 “Weeds and Debris” (1st Reading)

Summary: Council is requested to affirm on its first reading an Ordinance to amend Chapter 170 “Weeds and Debris”. If approved the proposed modifications will improve the Town’s ability to effectively enforce regulations governing high grass and trash removal in a timely manner, as presented.

Councilman Connolly moved seconded by Vice Mayor Tharpe that Council affirm on its first reading and Ordinance to amend Chapter 170 “Weeds and Debris”, as presented.

Councilman Egger seconded by Councilman Funk that Council amend the first paragraph of Section 170-3 (A), by replacing the beginning of the current paragraph with this text:

“The owner of property located within the Town shall, when the Town Manager, acting as agent for the Town Council, determines that trash, garbage, litter, debris and/or other substances exist on the property, which might endanger the health or safety of other residents of the Town, after ten (10) days' notice, remove therefrom any and all such trash, garbage, refuse, litter, debris and other substances in a manner authorized by law. Any such owner failing to comply with the notice shall be subject to a civil penalty of fifty dollars (\$50) for the first such violation or violations arising from the same set of operative facts, and a civil penalty of one hundred dollars (\$100) for subsequent violations not arising from the same set of operative facts occurring within twelve (12) months of the first violation. Each business day during which the same violation is found to have existed shall constitute a separate offense. In no event shall a series of violations arising from the same set of operative facts result in civil penalties exceeding three thousand dollars (\$3,000) in a twelve (12) month period.”

Vice Mayor Tharpe noted that he would like the matter discussed at the next worksession. Mr. Connolly voiced support of more discussion on the amendment text, noting that those in a short sale situation may be charged \$100 per day during the change of address time period, which concerns him.

Vote: Yes – Connolly, Egger, Funk, Hrbek and Tharpe

No – N/A

Abstain – N/A

Absent – Tewalt

(Mayor Darr did not vote as there was no tie to require his vote)

(On the Amendment)

Councilman Funk noted that he had some concerns with not punishing the landlords of the property, but rather the elderly and those in poor health. He stated that he would be voting against the matter as presented.

Vote: Yes – Egger, Hrbek and Tharpe

No – Connolly and Funk

Abstain – N/A

Absent – Tewalt

(Mayor Darr did not vote as there was no tie to require his vote)

(By Roll Call; On Motion as Amended)

NOVEMBER 9, 2015

**COUNCIL APPROVAL – Ordinance to Amend Town Code Chapter 170
“Weeds and Debris” (2nd Reading)**

Summary: Council is requested to adopt on its second and final reading and Ordinance to amend Chapter 170 “Weeds and Debris”. If approved the proposed modifications will improve the Town’s ability to effectively enforce regulations governing high grass and trash removal in a timely manner. On October 13, 2015, Council affirmed the first reading for ordinance to amend Chapter 170 with the following amendment: “The owner of property located within the Town shall, when the Town Manager, acting as agent for the Town Council, determines that trash, garbage, litter, debris and/or other substances exist on the property, which might endanger the health or safety of other residents of the Town, after ten (10)

days' notice, remove therefrom any and all such trash, garbage, refuse, litter, debris and other substances in a manner authorized by law. Any such owner failing to comply with the notice shall be subject to a civil penalty of fifty dollars (\$50) for the first such violation or violations arising from the same set of operative facts, and a civil penalty of one hundred dollars (\$100) for subsequent violations not arising from the same set of operative facts occurring within twelve (12) months of the first violation. Each business day during which the same violation is found to have existed shall constitute a separate offense. In no event shall a series of violations arising from the same set of operative facts result in civil penalties exceeding three thousand dollars (\$3,000) in a twelve (12) month period.”

The Assistant Town Attorney suggests the following additional amendment: 170-3 B. Any owner aggrieved by the decision of the Town Manager, under paragraph A above, may appeal the herein described notice within ten (10) days of the date of its receipt, in which case, all efforts to cause said grass, weeds, or foreign growth to be cut by the Town shall cease until the appeal has been decided by Town Council.

Councilman Egger moved, seconded by Councilman Hrbek that Council adopt on its second and final reading an Ordinance to amend Chapter 170 “Weeds and Debris” with the amendment approved by Town council on October 13, 2015 and the additional amendment by Assistant Town Attorney as presented.

Mr. Napier noted that the property owner is responsible for the maintaining of the property, in response to Councilman Tewalt’s question. He added that ultimately the owner of the property is responsible. Mr. Tewalt expressed concern with the matter as presented, as the grass is down to 10 inches, and now there would be chickens, and more Town employees would eventually be required. He reiterated that more employees would be necessary. He stated that he would not be able to support the matter as presented.

Councilman Connolly expressed concern with the penalties, adding that for some the fees could be unintended, especially those in a short sale situation. He noted that he was not convinced the fees shown were appropriate.

Vote: Yes – Egger and Hrbek

No – Connolly, Funk, Tewalt and Tharpe

Abstain – N/A

Absent – N/A

(Mayor Darr did not vote as there was no tie to require his vote)

(By Roll Call)

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Town of Front Royal, Virginia
Work Session Agenda Form

Date: October 16, 2017

Agenda Item: Sidewalks and Street Lights on Progress Drive

Summary: Council is requested to discuss the placement of sidewalks and street lights on Progress Drive per Councilman Morrison. This item was discussed at a work session held September 18, 2017. Attached is the cost estimate that was presented to Council at that time.

Council Discussion: Council takes desired action

Staff Evaluation: Staff will be in attendance

Budget/Funding: Finance Director will be in attendance

Legal Evaluation: Town Attorney will be in attendance

Staff Recommendations: Staff will be in attendance

Town Manager Recommendation: Town Manager will be in attendance

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action

Consensus Poll on Action: ____ (Aye) ____ (Nay)

Cost Estimate for Sidewalks and Lights - Progress Drive

Category	Items	Quantity	Estimated Cost	Actual Cost	Total Estimated	Total Actual
Curb & Gutter		1,940	\$30.00		\$58,200.00	\$0.00
Sidewalk	Survey	1	\$2,000.00		\$2,000.00	\$0.00
	Concrete	3524	\$33.00		\$116,292.00	\$0.00
	Handicap ramps	4	\$1,000.00		\$4,000.00	\$0.00
Lights	Light poles	13	\$2,000.00		\$26,000.00	\$0.00
	Wire and misc. material	1	\$4,000.00		\$4,000.00	\$0.00
Total			\$9,063.00	\$0.00	\$210,492.00	\$0.00

Cost estimate for sidewalks on both sides of Progress Drive, sidewalks completed by contractor and the installation of light poles will be done in-house.

Subtotal	\$210,492.00	\$0.00
Unexpected Costs - Add 15%	\$31,573.80	\$0.00
Total	\$242,065.80	\$0.00

5/4/17 Rev 1

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