



TOWN COUNCIL WORK SESSION

Monday, April 1, 2019 @ 7:00 p.m.
Town Hall Council Chambers

TOWN/STAFF RELATED ITEMS

1. Humane Society of Warren County Request to Use Trolleys for “Waggin for Dragons” Event – *TM*
2. Proposed five (5) year renewal of Tower Site Lease Agreement, as amended, Shenandoah Personal Communications, LLC (“Shentel”) – *Town Attorney*
3. Update on Façade Improvement Program – *Director of Planning/ Zoning*
4. Update on the Building/Maintenance Code (Chapter 9) – *Director of Planning/ Zoning*

COUNCIL/MAYOR RELATED ITEMS:

5. Continued Discussion of FY2019-2020 Tax Rate (*Mayor Tharpe*)
6. Discussion with Legal Counsel on Related EDA Issues
7. Council Discussion/Goals (*time permitting*)
8. CLOSED MEETING – Consultation with Legal Counsel

Motion to Go Into Closed Meeting

I move that Council convene and go into Closed Meeting for the purpose of consultation with legal counsel employed by Town Council regarding specific legal matters, specifically, what legal recourse, if any, to take against the owner of 294 W Strasburg Road, for not having a separate Town water/sewer connection, and what action to take to rectify the matter, all of which requires the provision of legal advice by such counsel, pursuant to Section 2.2-3711. A. 8. of the Code of Virginia.

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

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

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Work Session Agenda Form

Item # 1

DATE: April 1, 2019

AGENDA ITEM: Humane Society of Warren County Request to Use Trolleys for their “Waggin for Dragons” Event

SUMMARY: Executive Director of the Humane Society of Warren County is requesting the use of two Town trolleys on August 3, 2019 from 7:30am – 5:00pm to ferry visitors and participants to their “Waggin’ for Dragons” event from local parking areas to the event location. The cost for the usage will be \$1,159.00 for two trolleys and \$518.50 for one trolley.

May 2015 – first request to use the Town trolley

June 2016 – Council approved the donation of up to \$600.00 toward the use of the trolley

March 2017 – Council approved the donation of \$1,037.00 for the use of two trolleys

May 2018 – Council approved the donation of \$1,159.00 for the use of two trolleys

Letter of Request is attached and costs for use of the trolleys

BUDGET/FUNDING: unfunded

STAFF RECOMMENDATION: Staff recommend approval of one (1) trolley for the event due to Warren County having access to a trolley/bus for the transit services they provide.

Work Session



March 13, 2019

Joseph E. Waltz, Town Manager

P.O. Box 1560

Front Royal, VA 22630

Dear Mr. Waltz,

The Humane Society of Warren County would like to request the use of two town trolleys on August 3, 2019 from 7:30am until 5:00pm.

The trolleys will be used to ferry visitors and participants of our Waggin' for Dragon event from the parking areas to the event location.

Please let me know if you require additional information.

Sincerely,

Meghan Bowers

Executive Director



Charter Transportation Price Estimate

* Date of estimate: 03/25/2019

Client: Town of Front Royal

Contact Information: Felicia Hart fhart@frontroyalva.com 540/533-5561

Date of Event: Saturday, August 3, 2019

Type of Event: Humane Society Event

Passengers:

of vehicles: 1 Trolley

Pick up location(s): Lowes – Rivereton Commons 80 Riverton Commons Dr. Front Royal, VA

Target – Crooked Run Plaza 10 Crooked Run, Front Royal, VA

Drop off location(s): Front Royal Country Club 902 Country Club Dr. Front Royal, VA

Travel itinerary:

7:45 AM pre trip and depart the yard

8:00-4:00 continuous shuttle between locations

4:15 back in the yard

Estimated price: 1 trolley for 8.5 hours at \$61.00/hr. (Government rate) = \$518.50

Eric Lev Dahl, Virginia Rides Coordinator

eric@varides.org

540-338-7285

** Estimate is valid for 60 days from date listed. Availability not guaranteed without deposit and contract.*



Charter Transportation Price Estimate

* Date of estimate: 03/25/2019

Client: Town of Front Royal

Contact Information: Felicia Hart fhart@frontroyalva.com 540/533-5561

Date of Event: Saturday, August 3, 2019

Type of Event: Humane Society Event

Passengers:

of vehicles: 2 trolleys

Pick up location(s): Lowes – Rivereton Commons 80 Riverton Commons Dr. Front Royal, VA

Target – Crooked Run Plaza 10 Crooked Run, Front Royal, VA

Drop off location(s): Front Royal Country Club 902 Country Club Dr. Front Royal, VA

Travel itinerary:

7:45 AM pre trip and depart the yard

8:00-4:00 continuous shuttle between locations

4:15 back in the yard

Estimated price: 2 trolleys for 8.5 hours at \$61.00/hr.(Government rate) = \$1037.00

Travel time to and from Loudoun for the 2nd trolley 2 hours at \$61.00/hr. = \$122.00 Total \$1159.00

Eric Lev Dahl, Virginia Rides Coordinator

eric@varides.org

540-338-7285

** Estimate is valid for 60 days from date listed. Availability not guaranteed without deposit and contract.*

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Work Session Agenda Form

Item # 2

DATE: April 1, 2019

AGENDA ITEM: Proposed five (5) year renewal of Tower Site Lease Agreement, as amended, Shenandoah Personal Communications, LLC ("Shentel", formerly Shenandoah Personal Communications Company).

SUMMARY: Shenandoah Personal Communications, LLC, dba Shentel, currently under lease with the Town for use of the Town's Fairgrounds Road water tank and "floor space", through October 31, 2019, has proposed a "Third Amendment to Tower Site Lease Agreement" for four (4) additional five (5) year renewal terms, with the first five (5) year term commencing November 1, 2019, and with each successive five (5) year renewal term to be approved by the Town in its sole and absolute discretion. Shentel is currently paying \$2,750.00 per month. The agreement provides for an automatic ten percent (10%) increase in rent upon the commencement of each renewal term.

BUDGET/FUNDING:

None.

STAFF RECOMMENDATION:

The Town Attorney and the Town Manager recommend approval of the "Third Amendment to Tower Site Lease Agreement", providing for as many as four (4) additional five (5) year terms, with the first five (5) year term commencing November 1, 2019.

Work Session



February 26, 2019

Via UPS

Joseph E. Waltz, Town Manager
Town of Front Royal
102 E. Main Street
Front Royal, VA 22630

RE: Extension of Tower Site Lease Agreement dated October 14, 1999, between the Town of Front Royal, Lessor, and Shenandoah Personal Communications Company (now Shenandoah Personal Communications, LLC, "Shentel"), Lessee; as renewed by First Renewal of Tower Site Lease Agreement dated February 23, 2004; Second Renewal dated May 26, 2009 and Third Renewal by Letter Agreement dated September 11, 2013, and as amended by Amendment to Tower Site Lease Agreement-Second Renewal dated January 17, 2013 and Second Amendment to Tower Site Lease Agreement-Second Renewal dated April 1, 2014 (collectively, the "Lease") for PCS Cell Site located on Water Tank at 395 Fairgrounds Road, Front Royal, VA 22630 Shentel Site 03158 Nineveh

Dear Mr. Waltz:

The Lease referenced above will expire on the 31st day of October, 2019. Shentel desires to remain at this location and would like to extend the Lease for four (4) additional five (5) year renewal terms.

Enclosed for your review is a draft Third Amendment which will extend the term of the Lease for four (4) additional five (5) year renewal terms and update the paragraphs in regard to rent and notice addresses.

Please contact me as soon as possible either by email at Diane.Lafever@emp.shentel.com or by telephone at (540) 984-5806, so that we can discuss this matter.

We look forward to continuing our business relationship with you. Thank you for your assistance.

Sincerely yours,

Diane H. LaFever
Leasing Coordinator

cc: George M. Sonnett, Jr., Esquire
Assistant Town Attorney
Town of Front Royal
P.O. Box 1560
Front Royal, VA 22630



THIRD AMENDMENT TO TOWER SITE LEASE AGREEMENT

THIS THIRD AMENDMENT TO TOWER SITE LEASE AGREEMENT ("Third Amendment") is made and entered into as of this _____ day of _____, 2019, by and between the TOWN OF FRONT ROYAL, a Virginia municipal corporation, as "Lessor", and SHENANDOAH PERSONAL COMMUNICATIONS, LLC, a Virginia limited liability company, of Post Office Box 459, 500 Shentel Way, Edinburg, VA 22824, as "Lessee".

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a Tower Site Lease Agreement dated October 14, 1999, as renewed by First Renewal of Tower Site Lease Agreement dated February 23, 2004; Second Renewal dated May 26, 2009 and Third Renewal by Letter Agreement dated September 11, 2013; and as amended by Amendment to Tower Site Lease Agreement-Second Renewal dated January 17, 2013 and Second Amendment to Tower Site Lease Agreement-Second Renewal dated April 1, 2014 (collectively, the "Lease"); and

WHEREAS, pursuant to the Lease, Lessee leases from Lessor certain property located at 395 Fairground Road, Front Royal, Warren County, Virginia ("Leased Premises"); and

WHEREAS, Lessee has requested to extend the term of the Lease upon the completion of the final Renewal Term on October 31, 2019 and as described in the Lease; and

WHEREAS, Lessor and Lessee have mutually agreed to amend the terms of the Lease, subject to the terms and conditions hereof.

NOW, THEREFORE in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

(1) Section 2(a) of the Lease shall be amended to provide that this Lease may be renewed, upon written request by the Lessee and written agreement by the Lessor, for seven (7) successive additional five-year terms (the "Renewal Term"). Such written request shall be made by the Lessee on or about the fourth anniversary of the Lease or extension thereof, as the case may be. Lessor, in its sole discretion, shall approve or deny the request for extension within sixty (60) days. Failure to act within sixty (60) days shall constitute denial. It is agreed that upon execution of this Third Amendment this Lease will renew for the Renewal Term commencing as of November 1, 2019 and ending on October 31, 2024.

(2) Lessee agrees to pay Lessor, in advance, commencing November 1, 2019, monthly rent in the amount of Three Thousand Twenty-Five Dollars (\$3,025.00). For each Renewal Term thereafter, should Lessee and Lessor choose to exercise their option to renew, rent for each Renewal Term will be the monthly rent in effect for the final year of the then current term increased by ten percent (10%)

(3) The addresses set forth in Section 14 of the Lease shall be amended as follows:

Lessor:

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

Lessee:

Shenandoah Personal Communications, LLC
ATTN: Lease Administrator
P.O. Box 459
500 Shentel Way
Edinburg, VA 22824

With copy to:

Shenandoah Personal Communications, LLC
ATTN: General Counsel
P.O. Box 459
500 Shentel Way
Edinburg, VA 22824

(4) All other terms, conditions, covenants and responsibilities set forth in the Lease not specifically amended herein, are hereby ratified and affirmed and shall continue to be in full force and effect.

WITNESS the following signatures and seals:

LESSOR:

TOWN OF FRONT ROYAL
A Virginia Municipal Corporation

BY: _____ (SEAL)

Name: _____

Title: _____

LESSEE:

SHENANDOAH PERSONAL COMMUNICATIONS, LLC
A Virginia Limited Liability Company

BY: _____ (SEAL)

William L. Pirtle, Senior Vice President, Sales and Marketing

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Work Session Agenda Form

Item # 3

DATE: April 1, 2019

AGENDA ITEM: Update on Façade Improvement Program
Director of Planning/Zoning

SUMMARY: Town Staff will provide a presentation on April 1, 2019 regarding the status of the Façade Improvement Program. The final report from the architect, received March 15, 2019, is attached for Town Council's reference on the first round of applications.

BUDGET/FUNDING: No change.

STAFF RECOMMENDATION: No action required by Town Council.

Work Session



Front Royal Downtown Revitalization: Phase 1

Front Royal, Virginia

Project #: 2018-0040

Date: March 14, 2019



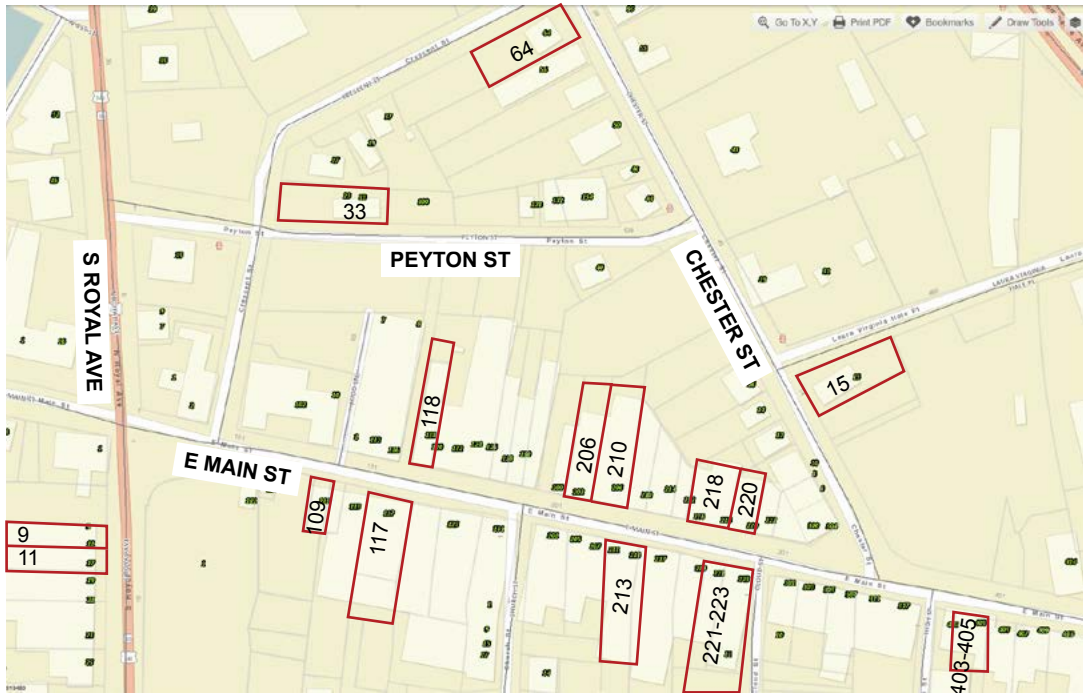
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213 NORTH AUGUSTA STREET, STAUNTON, VA 24401
PHONE 540.886.6230 FAX 540.886.8629
www.frazierassociates.com



ARCHITECT:
FRAZIER ASSOCIATES
ARCHITECTURE • COMMUNITY DESIGN • WAYFINDING

OWNER:
Town of Front Royal
P.O. Box 1560
Front Royal, VA 22630
540.631.2727

PROJECT AREA MAP



GENERAL NOTES

1. Contractor shall be responsible for providing permits, work and materials in accordance with all codes, ordinances, and regulation applicable at the project location.
2. These drawings are intended to provide sufficient information to obtain a building permit and convey general design intent to the Contractor. Additional technical advice and detailing may be required for successful completion of this project and is the Contractor's responsibility.
3. Contractor shall be responsible for checking contract documents, field conditions, and dimensions for accuracy and confirming that all work is buildable as shown before proceeding with construction. If there are any discrepancies or omissions which would interfere with satisfactory completion of the work, the Contractor shall obtain a clarification from the Architect before proceeding with the work in question.
4. Dimensions are not adjustable, unless noted (+/-). The Contractor shall not scale drawings.
5. Contractor is responsible for the means, methods, and techniques of construction, safety precautions in connection with the work, and for the acts or omissions of subcontractors.
6. Install all manufactured items, materials, and equipment in strict accordance with manufacturer's recommended specifications.
7. "Typical" (Typ.) means identical for all conditions that match original condition illustrated unless otherwise noted. "Similar" (Sim.) means comparable characteristics of the condition noted. "Align" means noted separate components of construction shall be in line with each other.
8. Contractor shall maintain site in clean and orderly condition at all times.
9. Contractor shall protect all surfaces not involved with the work from any damage.
10. Contractor shall repair all surfaces damaged during the installation of any new building system to match the finish, appearance and texture of adjacent, existing, undamaged surfaces.
11. Contractor shall provide a one year warranty on all work.

DRAWING INDEX

Cover Sheet		
Building 1	9 South Royal Avenue	1 Sheet
Building 2	11 South Royal Avenue	1 Sheet
Building 3	109 East Main Street	1 Sheet
Building 4	117 East Main Street	1 Sheet
Building 5	118 East Main Street	1 Sheet
Building 6	206 East Main Street	1 Sheet
Building 7	210 East Main Street	1 Sheet
Building 8	213 East Main Street	1 Sheet
Building 9	218 East Main Street	1 Sheet
Building 10	220 East Main Street	1 Sheet
Building 11	221-223 East Main Street	2 Sheets
Building 12	403-405 East Main Street	1 Sheet
Building 13	15 Chester Street	1 Sheet
Building 14	64 Chester Street	1 Sheet
Building 15	33 Peyton Street	1 Sheet

Front Royal Downtown Revitalization: Phase 1
Front Royal, Virginia

REVIEW SET



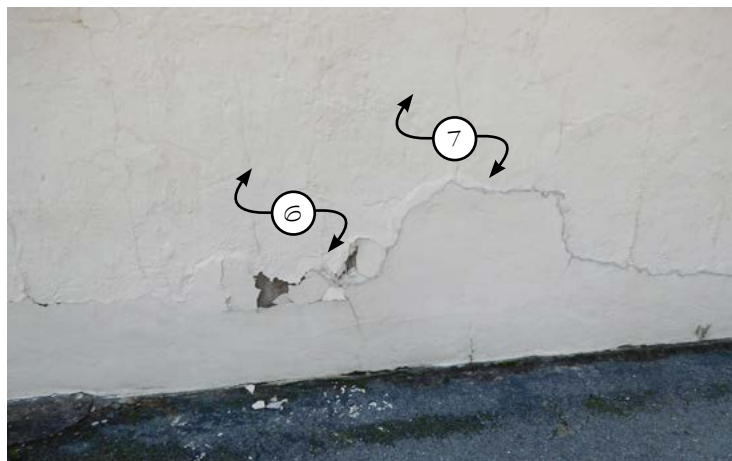
1 EXISTING ROYAL STREET FACADE
NOT TO SCALE



2 EXISTING SIDE FACADE
NOT TO SCALE

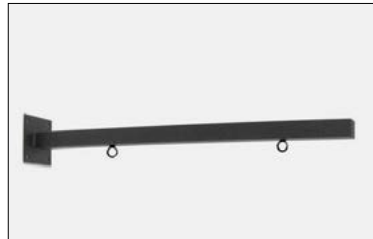


3 EXISTING REAR FACADE
NOT TO SCALE



4 EXISTING STUCCO CONDITION
NOT TO SCALE

FINISHES AND COLORS:
PAINT: Benjamin Moore or approved equal.
P-1: BM AF-95 Hush (11 S Royal wall color)
P-2: BM AF-400 Elemental (9 S Royal front and side elevation wall color)
P-3: BM 1055 Algonquin Trail (one-story building wall color)
P-4: BM AF-5 Frostone (11 S Royal trim color)
P-5: BM 1616 Stormy Sky (bulkhead and canopy)
P-6: BM 2092-20 Sienna (one-story bulkhead)



SIGN BRACKET

KEYNOTES:

1. Remove existing projecting sign. Patch canopy at attachment points.
2. Scrape, prime and paint canopy trim and columns, P-5.
3. Scrape, prime and paint lower facade and door, walls of two-story area P-3, bulkhead and door of two-story area P-5; walls of one-story area P-3, bulkhead of one-story area P-6.
4. Install two new metal or PVC projecting signs, attached to front edge of canopy, approximately 24" tall by 36" wide, using black iron sign brackets, Sign Bracket Store Heavy Duty Straight Arm Bracket With Rings, 40" bracket or equal. Tenants to provide sign face content.
5. Side elevation: repair spalled brick on upper side facade and repoint as needed, approximately 100 square feet.
6. Side elevation: repair loose and damaged parging using breathable parging, Sakrete One Coat fiber stucco or equal.
7. Side elevation: scrape, prime and paint side elevation brick, block and stucco, using breathable finish.
8. Additive bid item: screen trash area with lattice screen, height and design to match adjacent lattice; include three lattice doors for access to trash, electric meters, and mechanical equipment.



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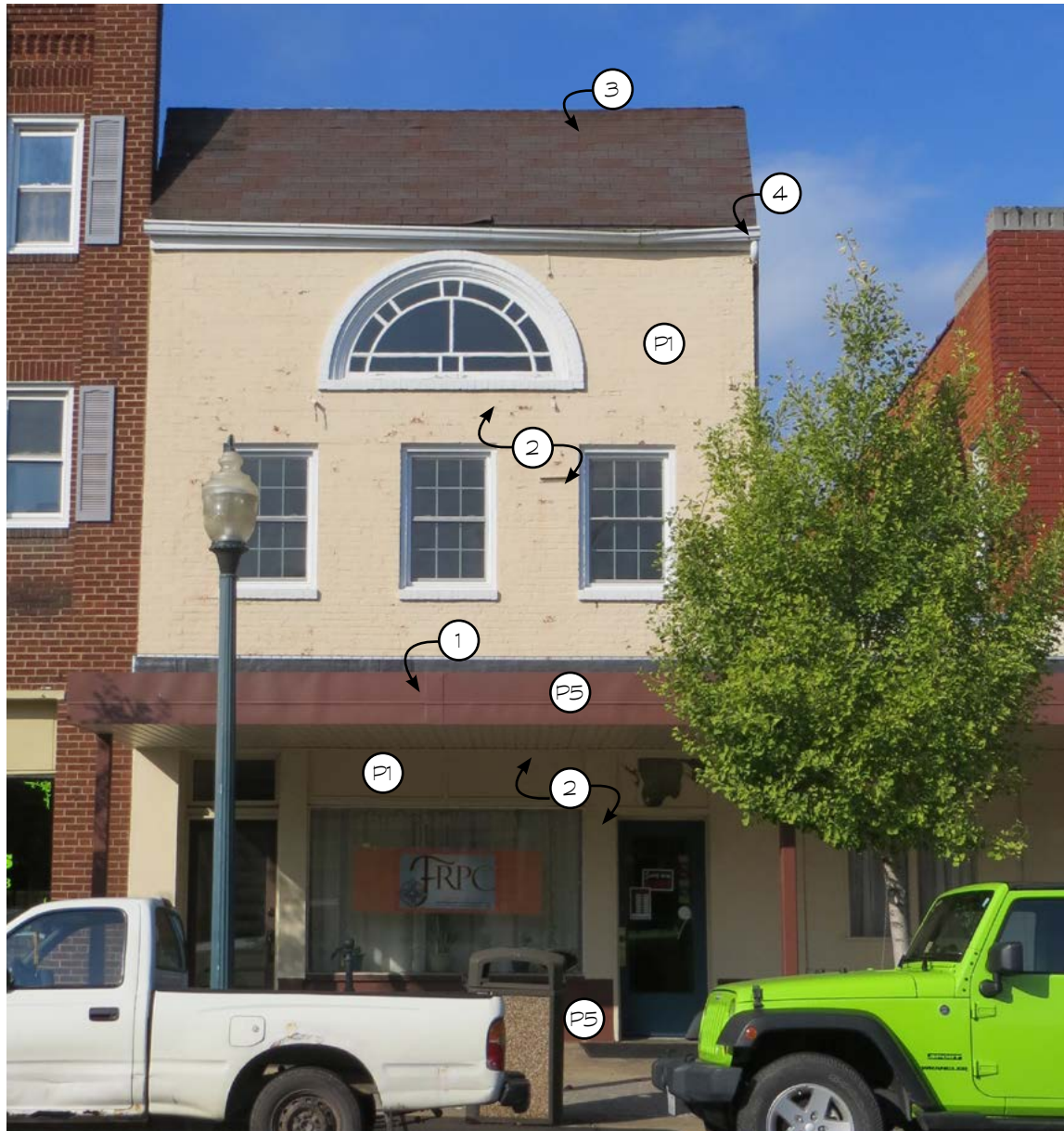
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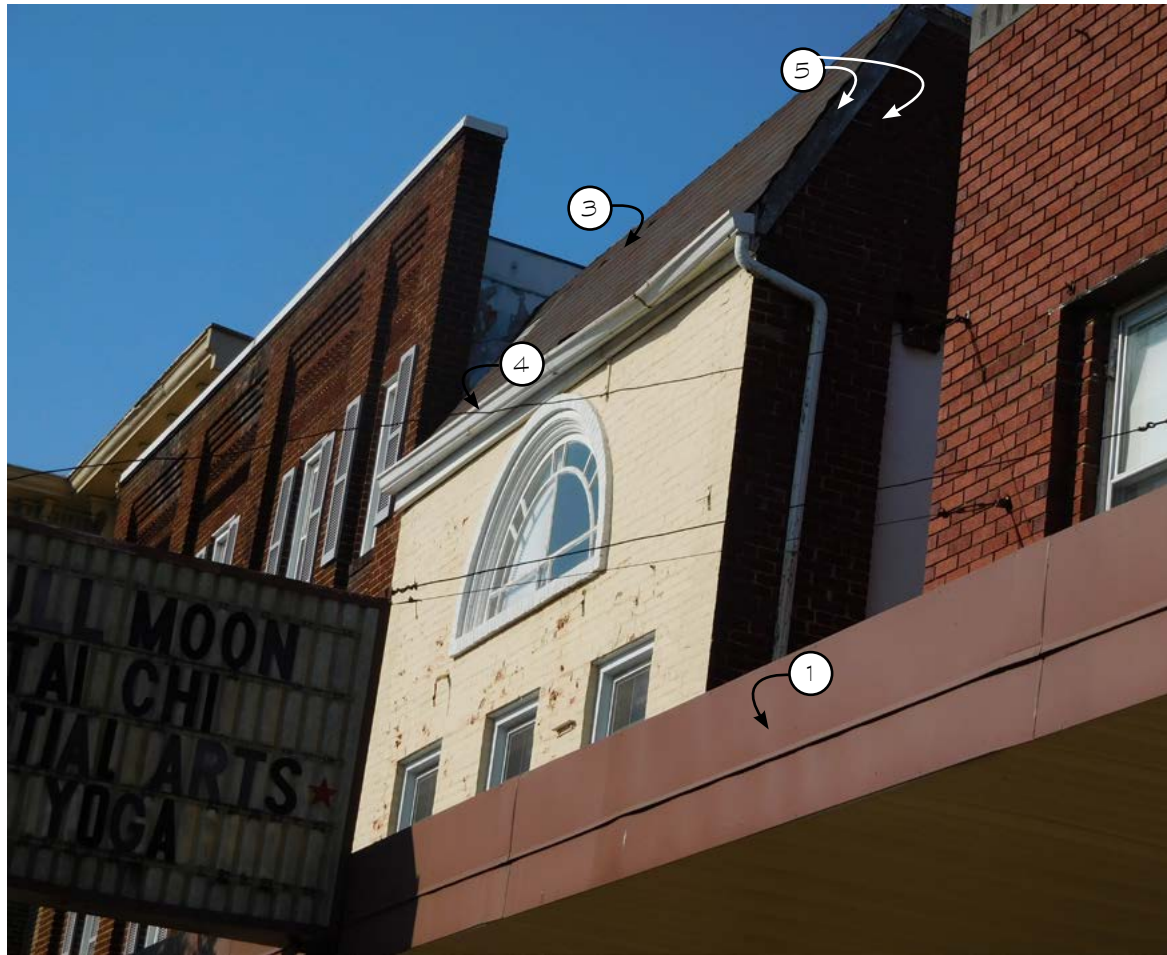
9 South Royal Avenue
Front Royal, Virginia

3/14/2019
2018-0040

BUILDING
1
SHEET 1 OF 1



1 EXISTING ROYAL STREET FACADE
NOT TO SCALE



2 EXISTING UPPER FACADE
NOT TO SCALE

KEYNOTES:

1. Scrape, prime and paint existing canopy trim and columns, P-5.
2. Scrape, prime and paint upper and lower facades, wall color P-1; bulkhead, P-5; doors, P-5; and trim, P-4.
3. Replace roof shingles with new asphalt shingles.
4. Replace gutter and downspout with new prefinished aluminum gutter and downspout, profiles to match existing, finish color P-4.
5. Replace rake board along side elevation with new wood rake board, profile to match existing; prime and paint, finish color P-4.

FINISHES AND COLORS:

PAINT: Benjamin Moore or approved equal.
P-1: BM AF-95 Hush (11 S Royal wall color)
P-2: BM AF-400 Elemental (9 S Royal front and side elevation wall color)
P-3: BM 1055 Algonquin Trail (one-story building wall color)
P-4: BM AF-5 Frostline (11 S Royal trim color)
P-5: BM 1616 Stormy Sky (bulkhead and canopy)
P-6 BM 2092-20 Sienna (one-story bulkhead)



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11 South Royal Avenue
Front Royal, Virginia

3/14/2019
2018-0040

BUILDING
2
SHEET 1 OF 1



1 EXISTING MAIN STREET FACADE
NOT TO SCALE

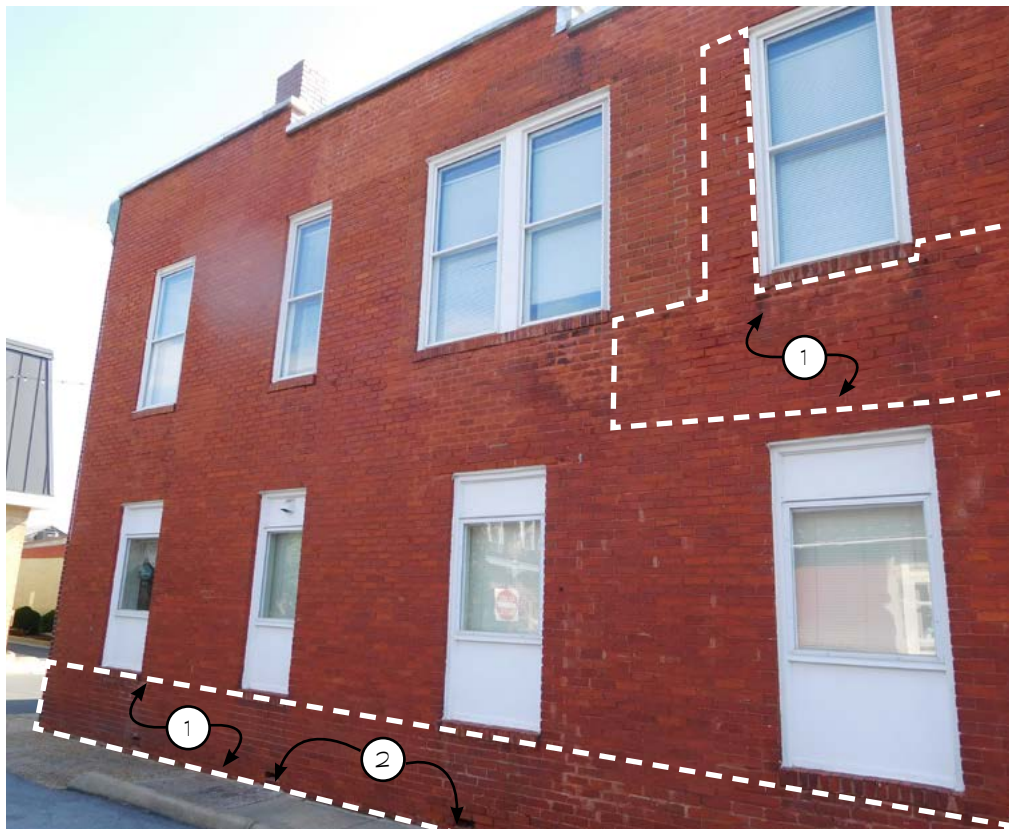


2 EXISTING REAR FACADE
NOT TO SCALE

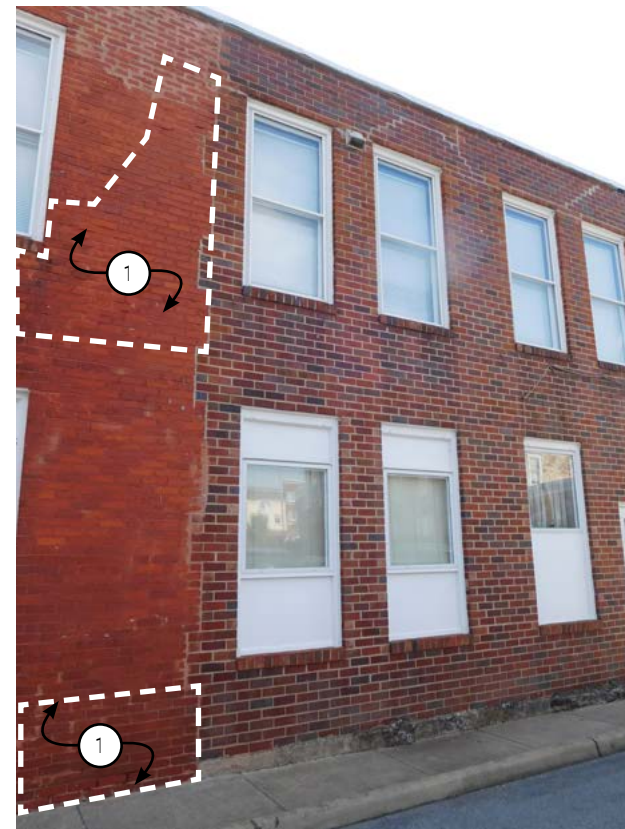
- KEYNOTES:
1. Side elevation: repair and repoint brick as needed, approximately 150 square feet.
 2. Side elevation: add black plastic foundation vents in areas of missing bricks.
 3. Rear elevation: scrape, prime and paint steel stairs landing, railings and posts. NOTE: The stair attachment to the brick structure warrants a structural investigation which is not part of this contract.
 4. Replace storm doors, one on side elevation and one on rear elevation, with new white aluminum storm doors, West Window Company Model 53-42 or equal, standard black hardware.
 5. Remove metal parapet cap. Repair precast coping. Reinstall metal cap.



3 EXISTING PARAPET CAP
NOT TO SCALE



4 EXISTING SIDE FACADE
NOT TO SCALE



5 EXISTING SIDE FACADE
NOT TO SCALE



6 EXISTING SIDE FACADE
NOT TO SCALE



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109 East Main Street
Front Royal, Virginia

3/14/2019
2018-0040

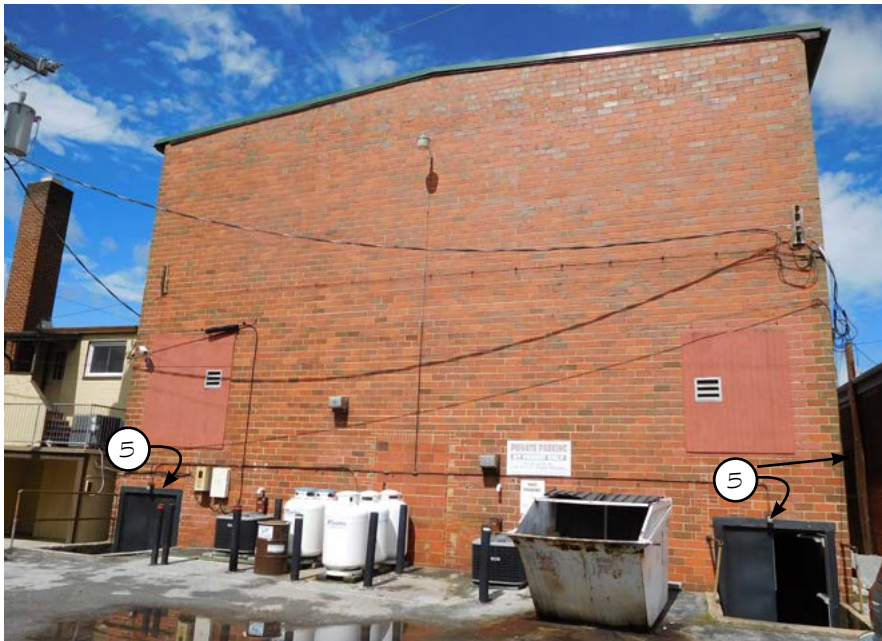
BUILDING
3
SHEET 1 OF 1



1 EXISTING MAIN STREET FACADE
NOT TO SCALE



2 PROPOSED MAIN STREET FACADE
NOT TO SCALE



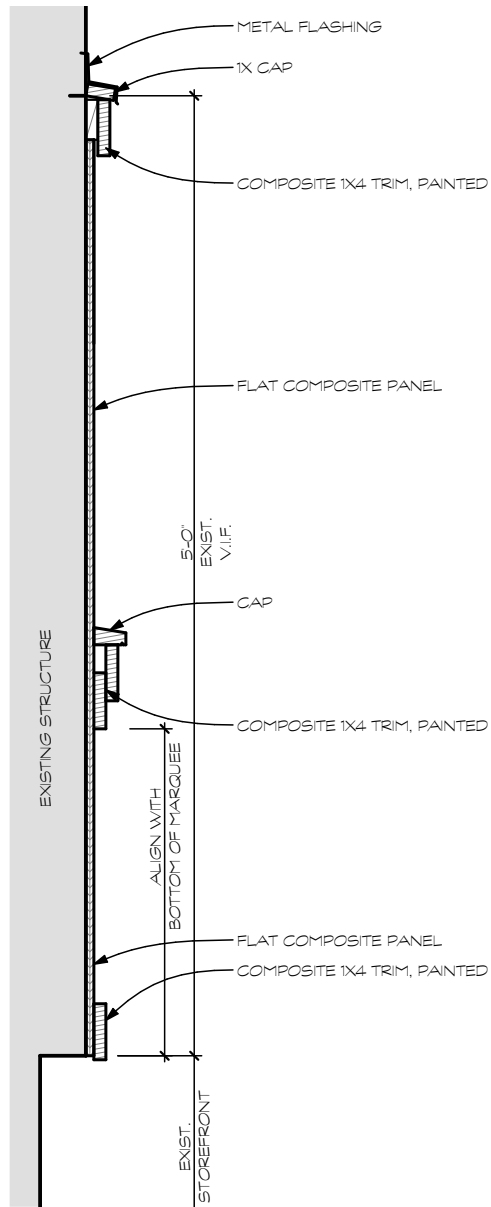
3 EXISTING REAR FACADE
NOT TO SCALE

- KEYNOTES:
1. Repair marquee, repair flashing and caulking as needed; prepare and paint marquee including ceiling underneath, match existing colors.
 2. Remove vertical siding above storefront area. Replace with wood or composite paneling and horizontal trim. Prime and paint, P-3 flat panels, P-2 projecting trim.
 3. Scrape, prime and paint facade, walls P-1, cornice, window trim, and parapet coping P-2, painted areas around storefront and wood doors P-3.
 4. Prepare and paint coping of upper parapet walls with elastomeric coating for waterproofing, finish color P-2.
 5. At rear and alley elevations, provide gooseneck lighting, two on rear elevation above exit doors, four along alley. Lights to be Barn Light Electric Original Warehouse Gooseneck Light, 14" shade, G22 Gooseneck Arm, black finish. All wiring to meet code and no exposed conduit permitted. Coordinate exact locations with owner.

FINISHES AND COLORS:
PAINT: Sherwin Williams or approved equal.
P-1: SW 6053 Reddened Earth
P-2: SW 7006 Extra White
P-3: SW 7046 Anonymous



LIGHT FIXTURES



4 TRANSOM DETAIL
1" = 1'-0"



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117 East Main Street
Front Royal, Virginia

3/14/2019
2018-0040

BUILDING
4
SHEET 1 OF 1



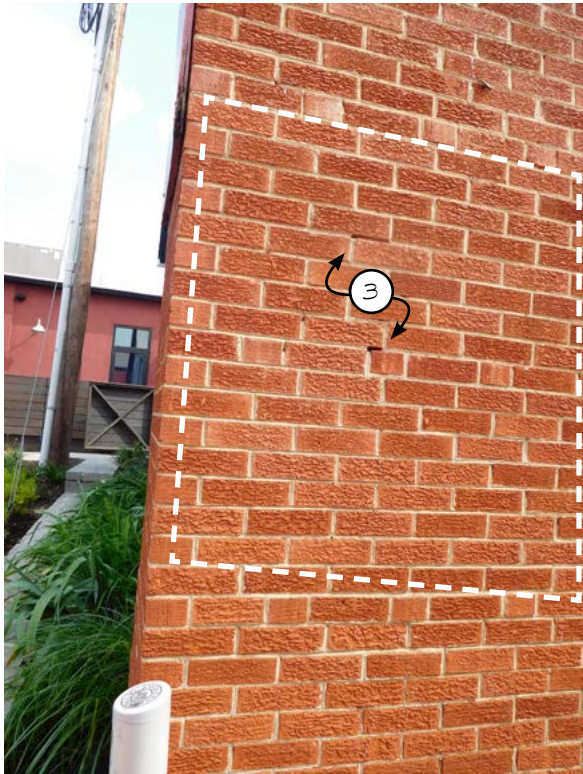
1 EXISTING MAIN STREET FACADE
NOT TO SCALE



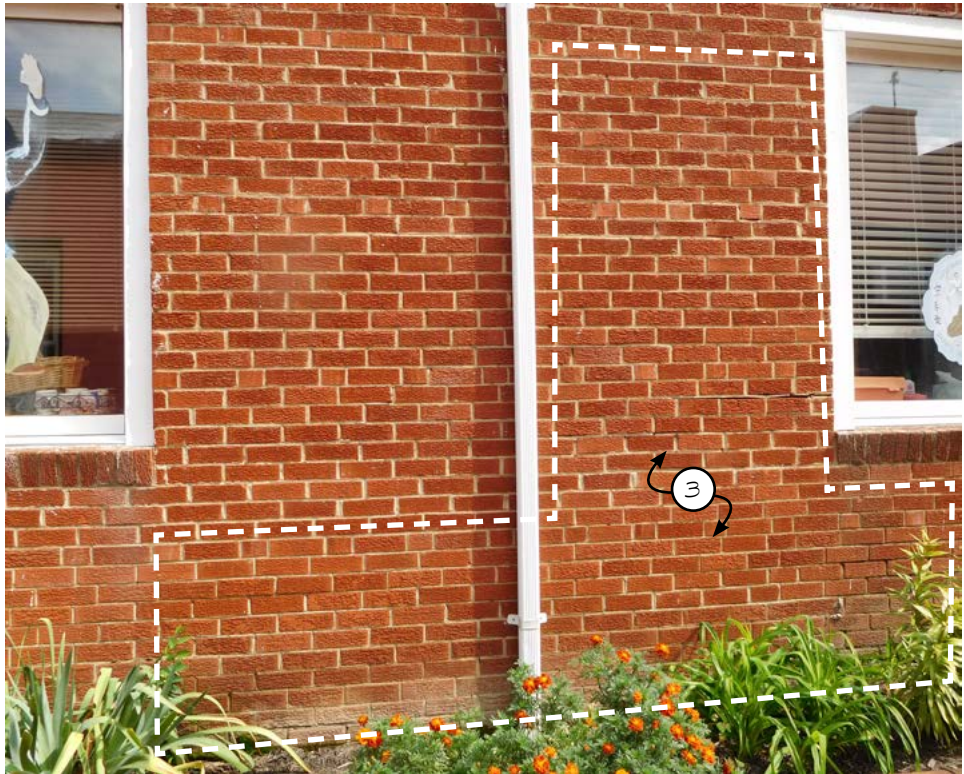
2 EXISTING SIDE FACADE
NOT TO SCALE



3 EXISTING SIDE FACADE AND ROOF
NOT TO SCALE



4 SIDE FACADE BRICK POINTING
NOT TO SCALE



KEYNOTES:

1. Add decorative composite window header trim with flashing to divert water to upper floor windows, three on front facade and four on side facade, finish color white, Fypon 9" window crosshead or equal.
2. Add two metal or PVC projecting signs on front elevation, approximately 24" tall by 36" wide, using black iron sign brackets, Sign Bracket Store Haiku 40" bracket or equal. Tenants to provide sign face content.
3. Repair and repoint brick on side elevation, approximately 150 square feet. Replace broken bricks with brick to match existing. Owner to have structural assessment completed before cosmetic pointing of cracks in brick.
4. Patch standing seam metal roof with reinforcement fabric; paint roof with elastomeric roof coating.



WINDOW CROSSHEAD



SIGN BRACKET



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118 East Main Street
Front Royal, Virginia

3/14/2019
2018-0040

BUILDING
5
SHEET 1 OF 1



1 EXISTING MAIN STREET FACADE
NOT TO SCALE



2 EXISTING REAR FACADE
NOT TO SCALE

- KEYNOTES:
1. Replace five upper floor windows on Main Street facade with new aluminum clad double hung one over one windows, size to match existing, finish color white.
 2. Rear elevation: replace storefront framing and glass to match new aluminum framed storefront on Main Street elevation with 1" insulated glass.
 3. Rear elevation: replace four upper floor windows with new aluminum clad double hung one over one windows, size to match existing, finish color white.



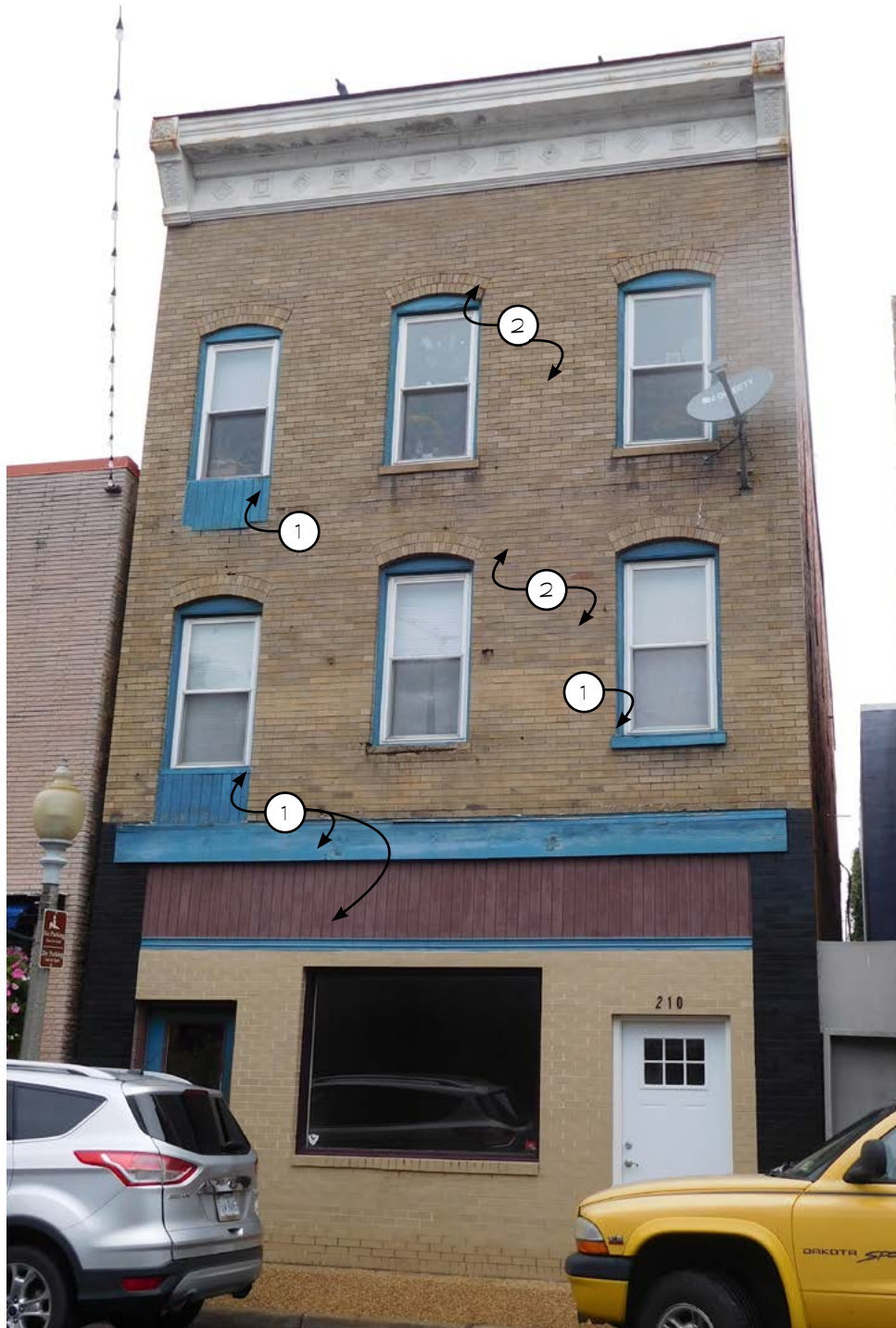
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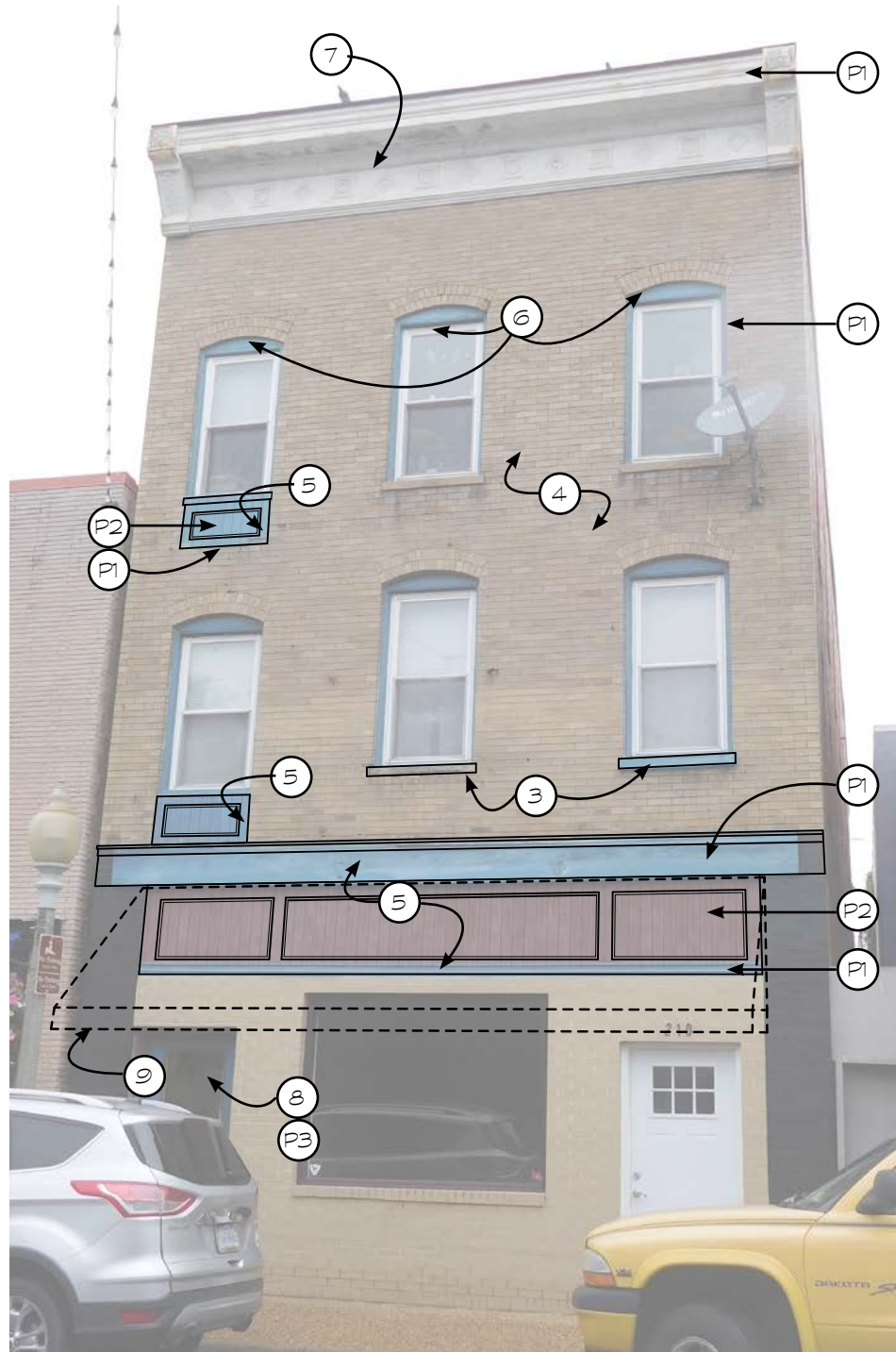
206 East Main Street
Front Royal, Virginia

3/14/2019
2018-0040

BUILDING
6
SHEET 1 OF 1



1 EXISTING MAIN STREET FACADE
NOT TO SCALE

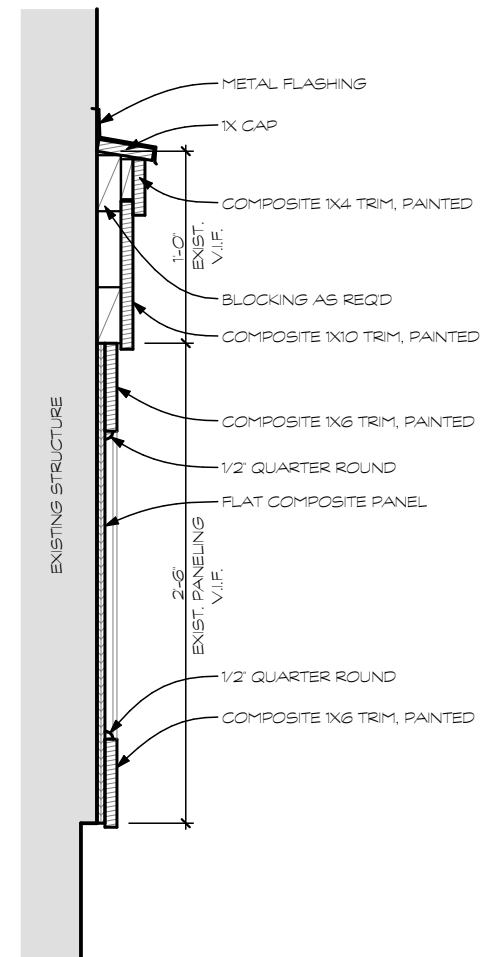


2 PROPOSED MAIN STREET FACADE
NOT TO SCALE

FINISHES AND COLORS:
PAINT: Sherwin Williams or approved equal.
P-1: SW 7006 Extra White
P-2: SW 7531 Canvas Tan
P-3: SW 6034 Arresting Auburn
AWNING: Sunbrella
4640 Black Cherry

KEYNOTES:

1. Remove vertical paneling above storefront and below two windows, and remove wood covering window sill.
2. Repoint and repair brick as needed, approximately 100 square feet; reattach loose brick and replace missing brick to match existing.
3. Replace two precast sills with new precast sills to match existing third floor window sill profile.
4. Clean brick on upper facade.
5. Provide new composite recessed panels and trim below two windows and at transom area. Prime and paint, P-1, recessed panels P-2.
6. Repair window trim; scrape, prime and paint, P-1.
7. Repair metal cornice as needed; scrape, prime and paint, P-1. Refer to National Park Service Preservation Tech Note #2.
8. Scrape, prime and paint wood door, P-3.
9. Additive bid item: provide fabric awning at storefront, minimum 3' projection.



3 SIGN BAND DETAIL
1" = 1'-0"



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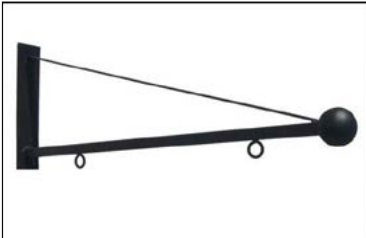


210 East Main Street
Front Royal, Virginia

3/14/2019
2018-0040

BUILDING
7
SHEET 1 OF 1

FINISHES AND COLORS:
PAINT: Sherwin Williams or approved equal.
P-1: 6232 Misty
P-2: 6252 Ice Cube
P-3: 7615 Sea Serpent
P-4: 6255 Morning Fog



SIGN BRACKET



LIGHT FIXTURES



1 EXISTING MAIN STREET FACADE
NOT TO SCALE



2 PROPOSED MAIN STREET FACADE
NOT TO SCALE



1 EXISTING MAIN STREET FACADE
NOT TO SCALE



1 EXISTING MAIN STREET FACADE
NOT TO SCALE

KEYNOTES:

1. Repair wood storefront trim, replace any rotten parts as needed with profiles to match existing; scrape, prime and paint, P-3.
2. Replace storefront windows at right storefront only, black frame to match other existing storefronts with 1" insulated glass.
3. Scrape, prime and paint front elevation, decorative paint scheme as shown, P-1, P-2, P-3 and P-4.
4. Provide five lights in locations shown, Barn Light Electric Goodrich Duncan Gooseneck Lights or equal, with 24" adjustable gooseneck arm, black finish. All wiring to meet code, no exposed conduit permitted.
5. Replace existing signs and sign brackets with three black iron Sign Bracket Store Triangle Ball Hanging Blade Sign Brackets or equal, 40" projection, for metal or PVC signs to be provided by owner. Patch stucco at removed sign brackets.
6. Rear elevation: provide fabric awning over left rear entrance, 4' projection. Relocate signs as needed.
7. Rear elevation: provide fabric awning over right rear entrance, 3' projection. Relocate signs.
8. Rear elevation and alley: provide six lights, Barn Light Electric Goodrich Duncan Gooseneck Lights or equal, with 24" adjustable gooseneck arm, black finish. All wiring to meet code, no exposed conduit permitted. Coordinate location with owner.



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213 East Main Street
Front Royal, Virginia

3/14/2019
2018-0040

BUILDING
8
SHEET 1 OF 1



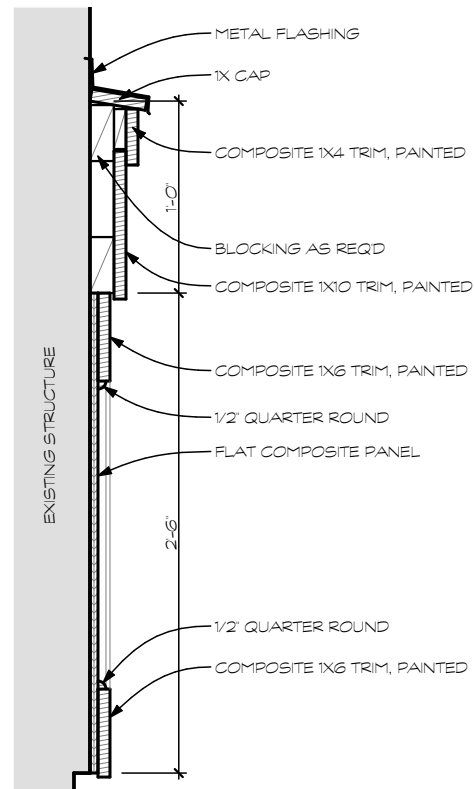
1 EXISTING MAIN STREET FACADE
NOT TO SCALE



2 PROPOSED MAIN STREET FACADE
NOT TO SCALE



2 EXISTING SIDING AND CORNICE
NOT TO SCALE



2 STOREFRONT CORNICE DETAIL
NOT TO SCALE

KEYNOTES:

1. Repair cornice: replace rotten wood as needed with materials and profiles to match existing. Scrape, prime, paint, finish color P-2.
2. Front elevation siding: patch holes, scrape, prime and paint, finish color P-1.
3. Replace left storefront (at 216) to match existing aluminum frame new storefront at 218, with 1" insulated glass.
4. Replace six upper floor windows with new fiberglass double hung one over one windows, size to match existing, finish color to match trim color P-2.
5. Point brick as needed at storefront bulkhead areas, approximately 80 square feet.
6. Additive Bid Item: Provide composite storefront cornice and sign band.
7. Additive Bid Item: Provide two fabric awnings in locations shown, minimum 3' projection.

FINISHES AND COLORS:

PAINT: Sherwin Williams or approved equal.

P-1: SW 7680 Lanyard

P-2: SW 7012 Creamy



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218 East Main Street
Front Royal, Virginia

3/14/2019
2018-0040

BUILDING
9
SHEET 1 OF 1



1 EXISTING MAIN STREET FACADE
NOT TO SCALE



2 PROPOSED MAIN STREET FACADE
NOT TO SCALE

KEYNOTES:

1. Paint accent areas as shown to create frame around brick sign band area, black to match existing black; paint piers and bulkhead, match existing black.
2. Replace center door with new wood door, design to match existing door; prime and paint, white to match existing white.
3. Scrape, prime and paint standing seam metal roof, finish color silver.
4. Replace gutter with new prefinished aluminum half round gutter to match existing size, finish color white.
5. Additive Bid tem: add two fabric awnings in areas indicated, minimum 3' projection. Move existing wall sign up to stucco wall; relocate projecting signs as needed; patch and paint stucco at existing sign locations.

FINISHES AND COLORS:

PAINT: Sherwin Williams or approved equal.

P-1: match existing white

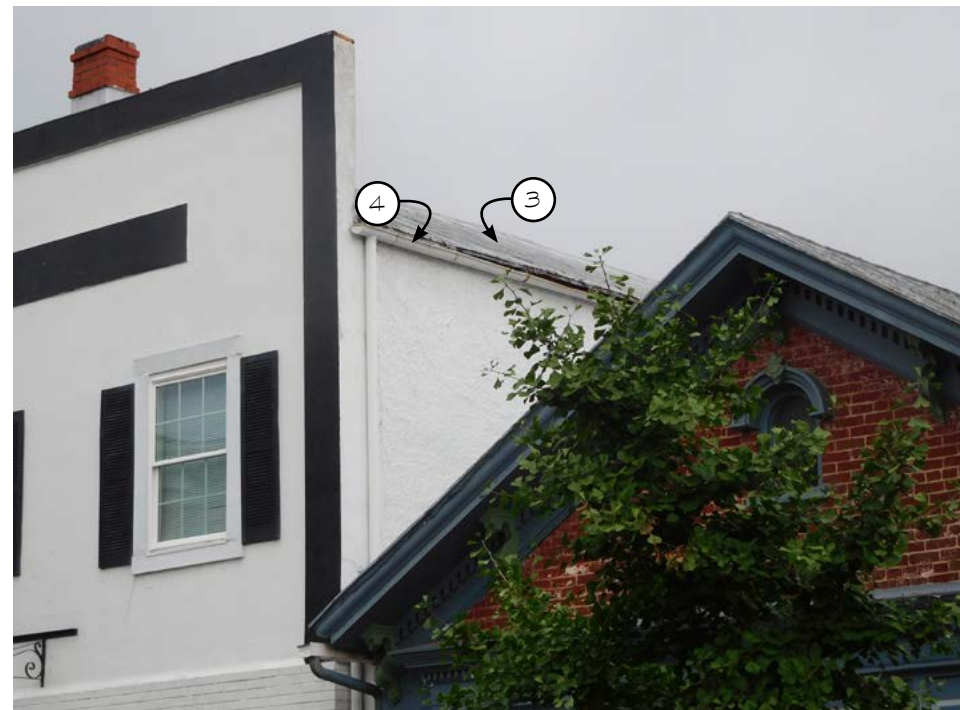
P-2: match existing black

AWNINGS: Sunbrella

Option 1: 4989 Hatteras Raven

Option 2: 4798 Burgundy/Black/

White



3 EXISTING ROOF AND GUTTER
NOT TO SCALE



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220 East Main Street
Front Royal, Virginia

3/14/2019
2018-0040

BUILDING
10
SHEET 1 OF 1



1 EXISTING MAIN STREET FACADE
NOT TO SCALE



2 PROPOSED MAIN STREET FACADE
NOT TO SCALE



4 UPPER FACADE AND CORNICE
NOT TO SCALE

KEYNOTES:

1. Front elevation: remove paneling above storefront. Replace with cornice and panels. Prime and paint, P-1, recessed panels P-2.
2. Repair cornice: replace rotten wood as needed with materials and profiles to match existing. Clean brick.
3. Clean vinyl siding.
4. Scrape, prime, paint window trim, cornice, and roof cap, colors trim P-1, storefront panels P-2, pediments on cornice and windows P-3.
5. Repair and repoint brick at storefront bulkhead areas, replace broken and missing bricks with bricks to match existing. Clean brick.
6. Provide new awning with exposed frame and open sides, approximately 37 linear feet, 3' projection.
7. Side elevation: scrape, prime, paint stucco, P-1.
8. Repair rear soffit and fascia at stucco portion of building, replace rotten areas with materials and profiles to match existing as needed. Scrape, prime and paint, P-1.
9. Side elevation: repair garage door. Scrape, prime and paint garage door, P-2.
10. Rear elevation: remove unused sign panels. Repair wall at attachment points.
11. Outbuilding: scrape, prime and paint workshop building siding and trim, all four elevations, walls and trim P-2, doors P-1.

FINISHES AND COLORS:

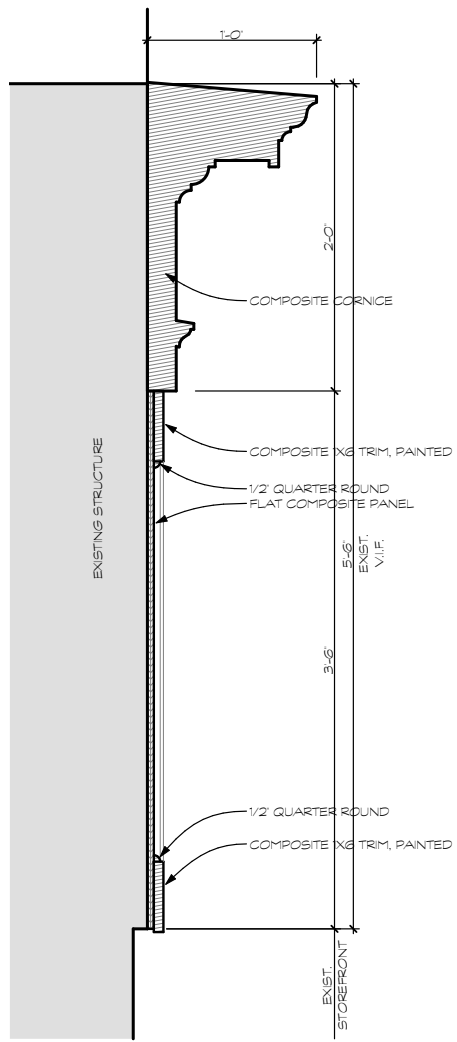
PAINT: Sherwin Williams or approved equal.
P-1: SW 7067 Cityscape
P-2: SW 7069 Iron Ore
P-3: SW 7501 Threshold Taupe
Awning: Sunbrella
4684 Slate



5 AWNING EXAMPLE
1" = 1'-0"



3 BULKHEAD BRICK
NOT TO SCALE



6 TRANSOM DETAIL
1" = 1'-0"



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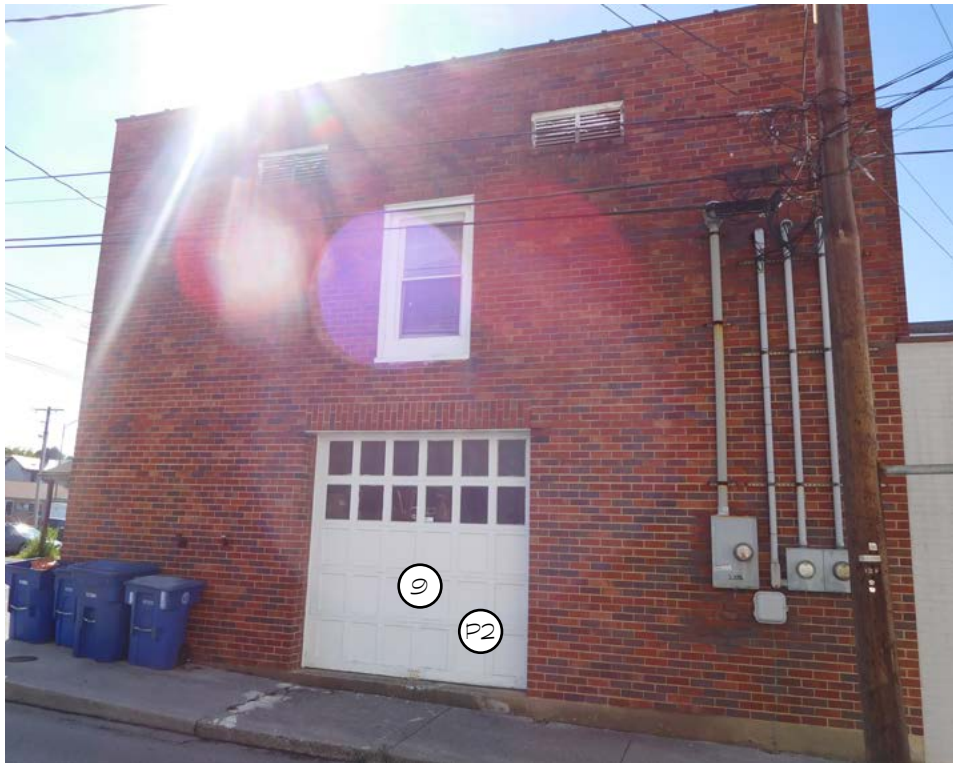
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221-223 East Main Street
Front Royal, Virginia

3/14/2019
2018-0040

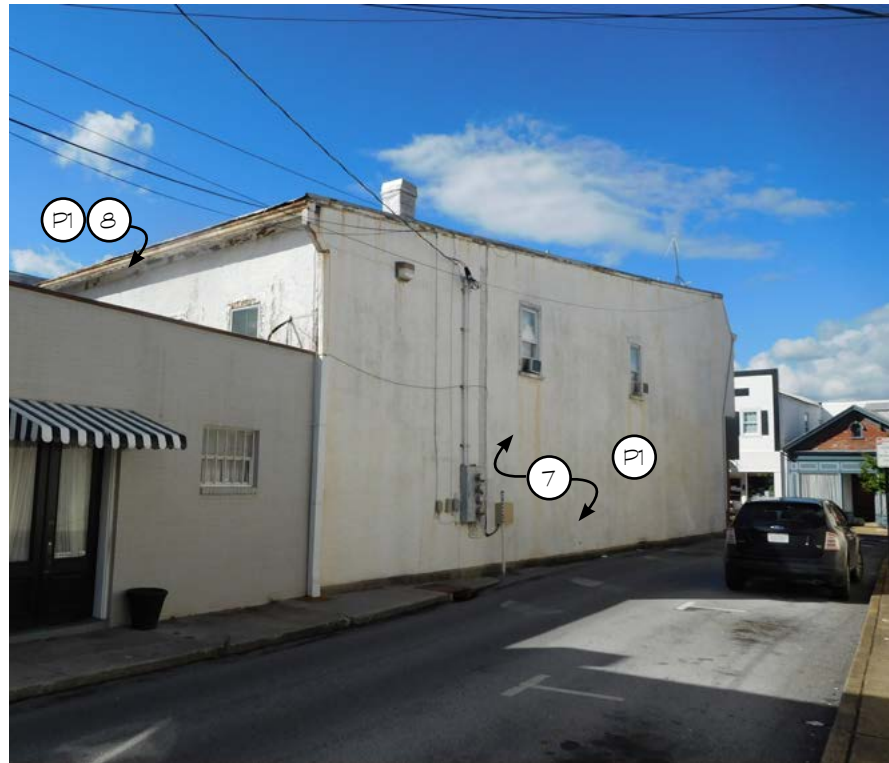
BUILDING
11
SHEET 1 OF 2



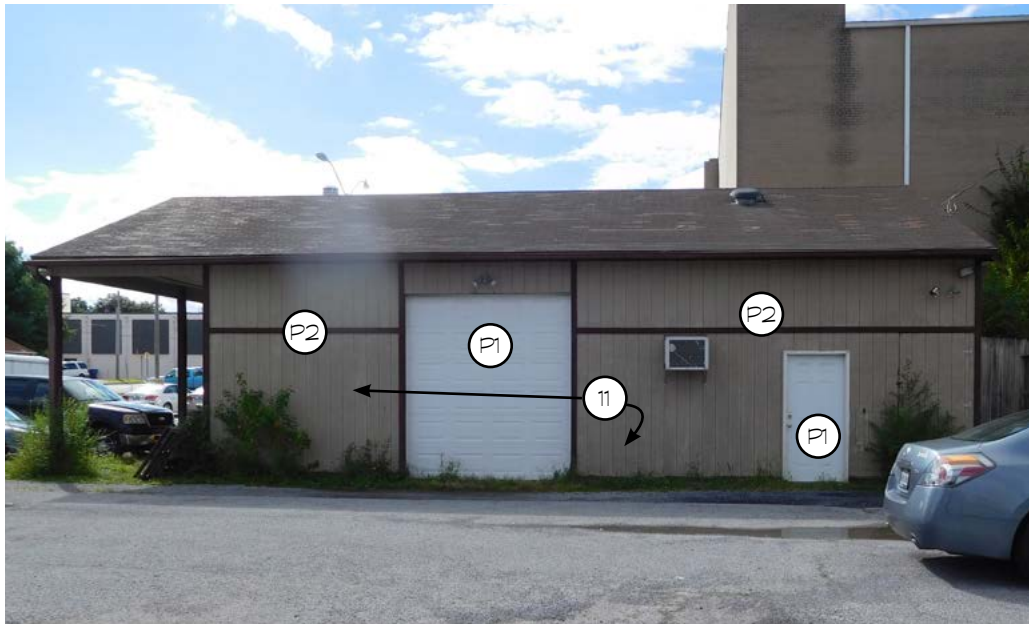
1 EXISTING CLOUD STREET FACADE
NOT TO SCALE



1 EXISTING CLOUD STREET FACADE
NOT TO SCALE



1 EXISTING CLOUD STREET FACADE
NOT TO SCALE



1 EXISTING OUTBUILDING
NOT TO SCALE



1 EXISTING REAR FACADE
NOT TO SCALE

KEYNOTES:

1. Front elevation: remove paneling above storefront. Replace with cornice and panels. Prime and paint, P-1, recessed panels P-2.
2. Repair cornice: replace rotten wood as needed with materials and profiles to match existing.
3. Clean vinyl siding.
4. Scrape, prime, paint window trim, cornice, and roof cap, colors trim P-1, storefront panels P-2, pediments on cornice and windows P-3.
5. Repair and repoint brick at storefront bulkhead areas, replace broken and missing bricks with bricks to match existing. Clean brick.
6. Provide new awning with exposed frame and open sides, approximately 37 linear feet, 3' projection.
7. Side elevation: scrape, prime, paint stucco, P-1.
8. Repair rear soffit and fascia at stucco portion of building, replace rotten areas with materials and profiles to match existing as needed. Scrape, prime and paint, P-1.
9. Side elevation: repair garage door. Scrape, prime and paint garage door, P-2.
10. Rear elevation: remove unused sign panels. Repair wall at attachment points.
11. Outbuilding: scrape, prime and paint workshop building siding and trim, all four elevations, walls and trim P-2, doors P-1.

FINISHES AND COLORS:

PAINT: Sherwin Williams or approved equal.
P-1: SW 7067 Cityscape
P-2: SW 7069 Iron Ore
P-3: SW 7501 Threshold Taupe

Awning: Sunbrella
4684 Slate



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221-223 East Main Street
Front Royal, Virginia

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2018-0040

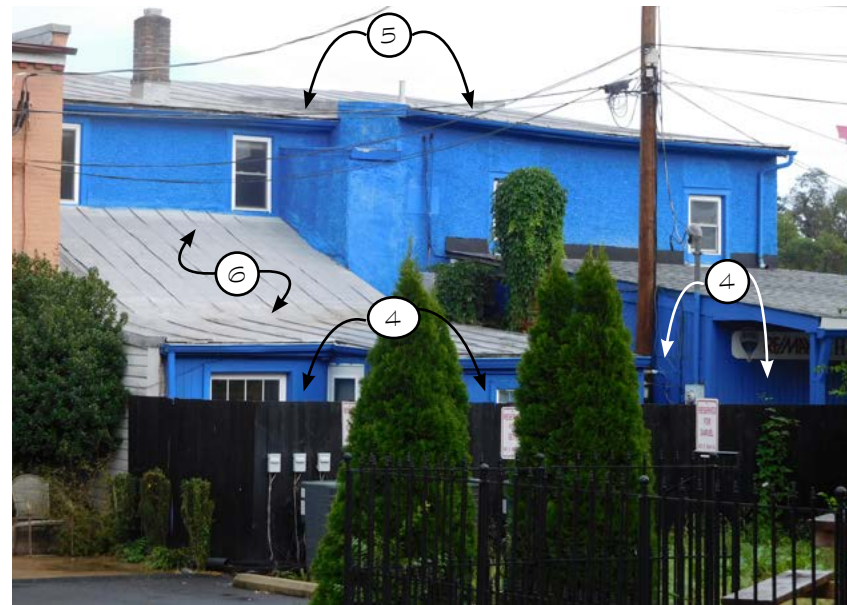
BUILDING
11
SHEET 2 OF 2



1 EXISTING MAIN STREET FACADE
NOT TO SCALE



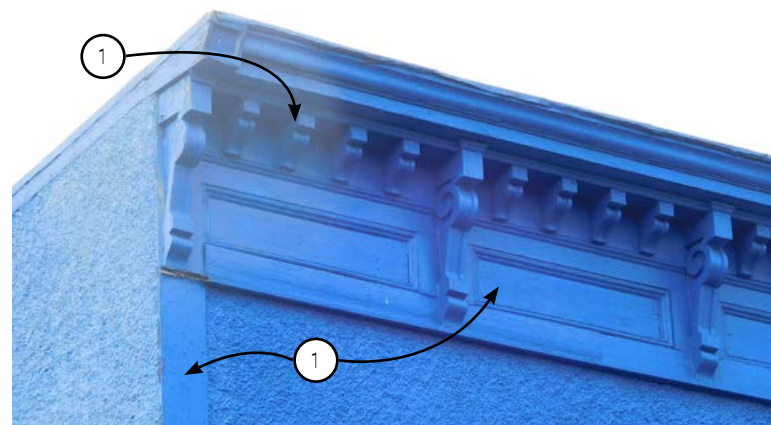
2 EXISTING REAR FACADE
NOT TO SCALE



3 EXISTING ROOF
NOT TO SCALE



4 EXISTING REAR FACADE
NOT TO SCALE



5 EXISTING CORNICE DETAIL
NOT TO SCALE

KEYNOTES:

1. Repair wood cornice. Use epoxy consolidant as needed, replace any rotten wood with new wood to match existing profile.
2. Repair wood window trim around all five upper floor windows. Use epoxy consolidant as needed, replace any rotten wood with new wood to match existing profile.
3. Scrape, prime, and paint cornice, window trim, and corner boards, color to match existing white window trim color.
4. Rear facade: remove all T-111 siding, replace with horizontal composite fly ash 1 x 8 Channel Bevel profile siding. Paint to match existing blue color.
5. Replace upper metal roof with new prefinished standing seam metal roof.
6. Replace lower metal roof with new prefinished standing seam metal roof. Existing asphalt roof to remain.



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403-405 East Main Street
Front Royal, Virginia

3/14/2019
2018-0040

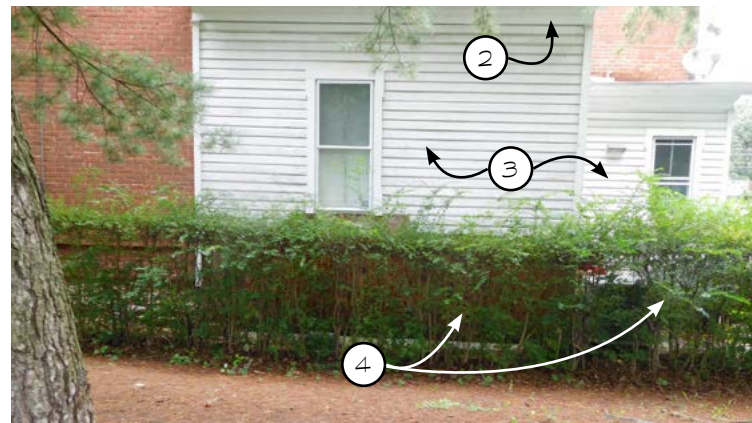
BUILDING
12
SHEET 1 OF 1



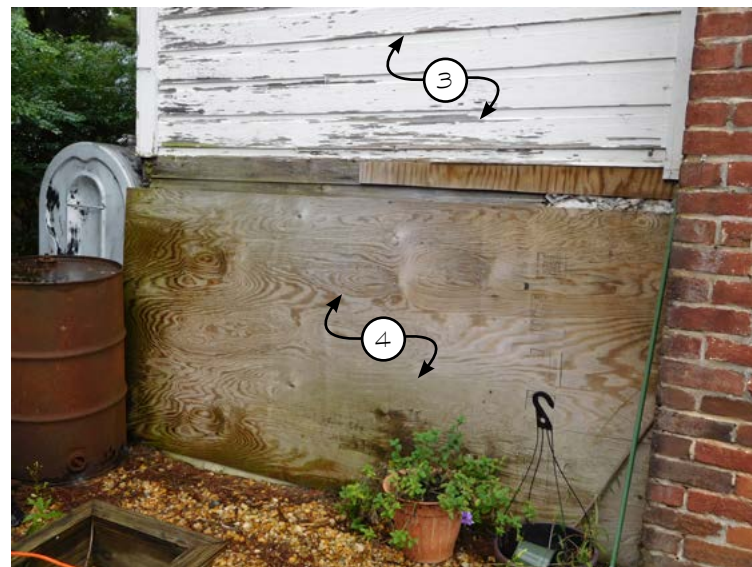
1 EXISTING SOUTHWEST FACADE
NOT TO SCALE



3 EXISTING NORTHWEST FACADE
NOT TO SCALE



3 EXISTING FRAME ADDITIONS
NOT TO SCALE



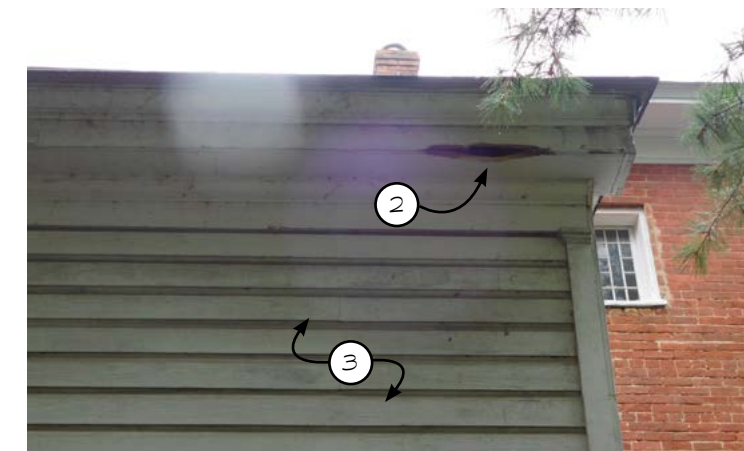
4 EXISTING FRAME ADDITIONS
NOT TO SCALE



5 TYPICAL WINDOW SILL
NOT TO SCALE

KEYNOTES:

1. Replace rotten second floor window sills, two single windows and one double window, with mahogany, sapele, or Spanish Cedar sills, profile and length to match existing; prime and paint white to match existing trim paint.
2. Repair soffit and fascia at rear addition. Replace wood as needed with profiles to match existing. Prime and paint white to match existing trim.
3. Repair German lap siding at all sides of frame additions - replace any rotten boards with new wood boards to match existing profile. Scrape, prime and paint, white to match existing trim.
4. Remove plywood below siding at all sides of frame additions. Verify substrate. Install new fly ash composite siding, 1 x 8 Cove/Dutch Lap profile, to continue to the ground. Paint, white to match existing trim.
5. Repair Northwest porch skirt board: replace with materials and profile to match existing as needed. Prime and paint, white to match existing.
6. Scrape, prime and paint front (southwest) porch and side (northwest) porch - floor, steps, skirt board, columns, beams, ceilings, railings, and all trim. Colors to match existing.



6 SOFFIT/FASCIA REPAIR
NOT TO SCALE



7 NORTHWEST PORCH SKIRT BOARD
NOT TO SCALE



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15 Chester Street
Front Royal, Virginia

3/14/2019
2018-0040

BUILDING
13
SHEET 1 OF 1



1 EXISTING CHESTER STREET FACADE
NOT TO SCALE

KEYNOTES:

1. Scrape, prime and paint all metal roofs, P-5.
2. Point brick on porch piers as needed.
3. Repair existing wood siding and trim; replace rotten wood as needed with new wood to match existing profiles.
4. Scrape, prime and paint siding (P-1), trim (P-2), porch columns and beams (P-2), and porch ceilings (P-3).
5. Repair porch floors, replace boards to match existing profile as needed; scrape, prime and paint (P-6).
6. Replace all existing wood windows with new wood one over one double hung windows to match existing dimensions and profiles, finish color P-2.
7. Replace existing gutters with new half round prefinished aluminum gutters with round downspouts, finish color P-2.
8. Provide new gutters on porches, half round pre-finished aluminum gutters with round downspouts, finish color P-2.
9. Replace existing brick walk with new concrete walk, dimensions to match existing.

FINISHES AND COLORS:

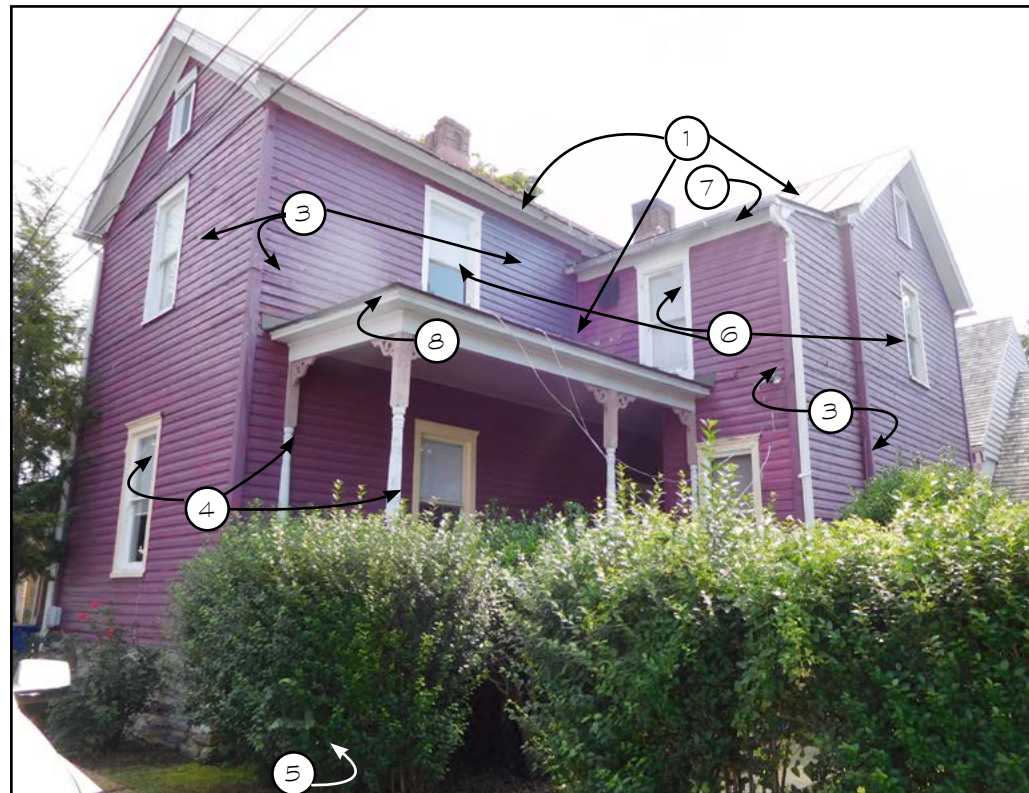
PAINT: Sherwin Williams or approved equal.
P-1: siding: SW 7718 Oak Creek
P-2: trim: SW 7002 Downy
P-3: porch ceilings: SW 6505 Atmospheric
P-4: accent: SW 9177 Salty Dog
P-5 roof: dark gray
P-6 porch floor: gray



4 TYPICAL WINDOW
NOT TO SCALE



3 EXISTING CRESCENT STREET FACADE
NOT TO SCALE



5 EXISTING REAR FACADE
NOT TO SCALE



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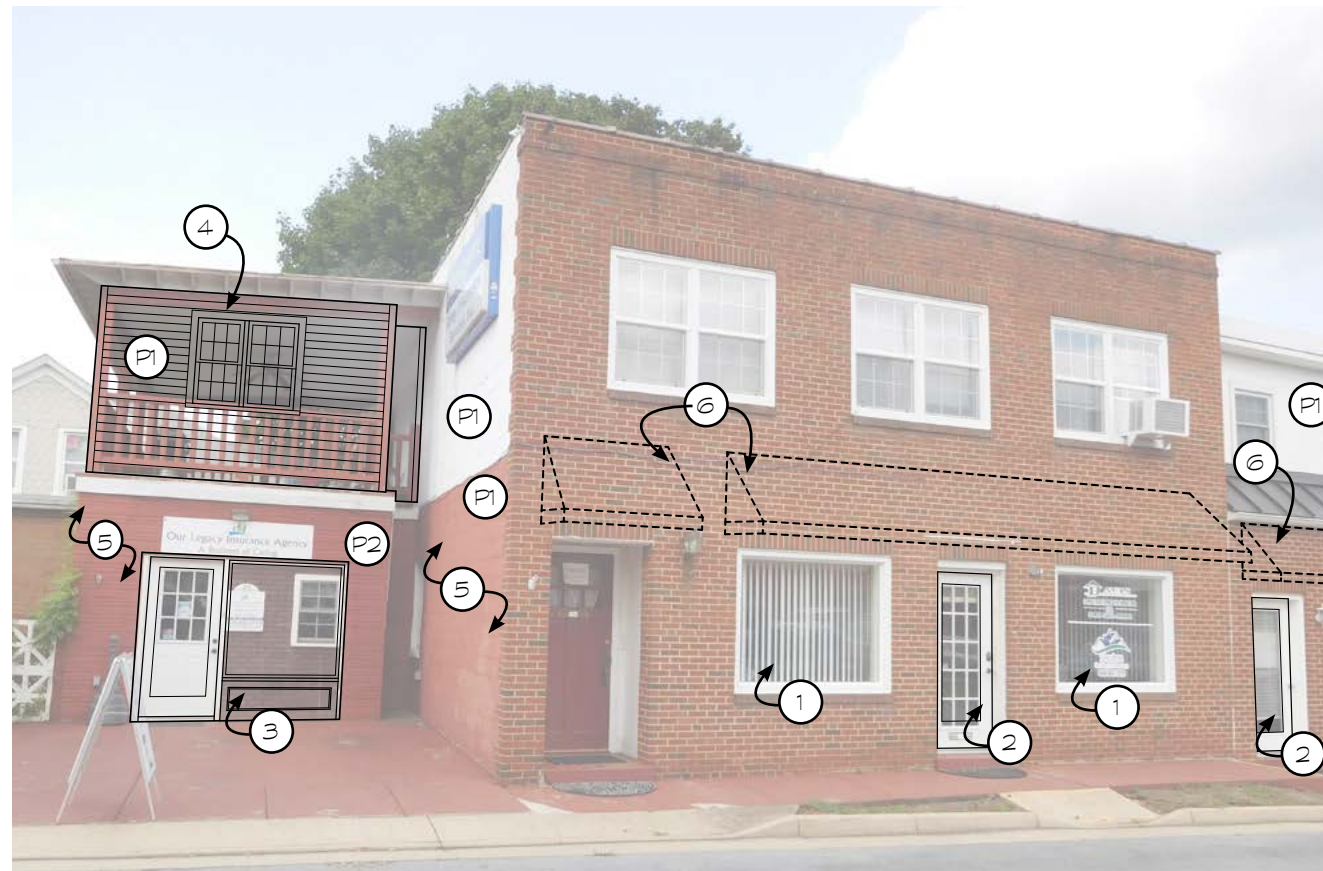
64 Chester Street
Front Royal, Virginia

3/14/2019
2018-0040

BUILDING
14
SHEET 1 OF 1



1 EXISTING PEYTON STREET FACADE
NOT TO SCALE



2 PROPOSED PEYTON STREET FACADE
NOT TO SCALE



3 EXISTING PEYTON STREET FACADE
NOT TO SCALE



4 EXISTING SIDE FACADE
NOT TO SCALE

KEYNOTES:

1. Replace three picture windows with new clad picture windows, finish color white.
2. Replace two business entrance doors with new full light commercial doors.
3. Remove door, window, and infill in garage door opening at left portion of facade. Replace with commercial door and storefront window, recessed panel below storefront window.
4. Enclose open second floor porch with wood framing, composite siding, and paired windows over new storefront area. New windows to match the upper floor windows on brick portion of the building.
5. Scrape, prime and paint previously painted CMU and formed stone areas on front and side elevations, colors P-1 and P-2.
6. Provide three new fabric awnings with 3' projection: one over residential entrance door, two over commercial doors and windows as shown.

FINISHES AND COLORS:

PAINT: Sherwin Williams or approved equal.

P-1: SW 7713 Tawny Tan

P-2: SW 7715 Pottery Urn

AWNING: Sunbrella fabric
4989 Hatteras Raven



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33 Peyton Street
Front Royal, Virginia

3/14/2019
2018-0040

BUILDING
15
SHEET 1 OF 1

4



Work Session Agenda Form

Item # 4

DATE: April 1, 2019

AGENDA ITEM: Update on Building/Maintenance Code
Director of Planning/Zoning

SUMMARY: During the Town Council Work Session on April 1, 2019, Town Staff will provide an update on research options for enforcement of the Town's recently adopted Maintenance Code.

To enforce the recently adopted Maintenance Code, the Town is required to 1) appoint a qualified Maintenance Code Official, and 2) appoint a Board of Maintenance Code Appeals. Both the Maintenance Code Official and Board of Maintenance Code members must meet certain qualification requirements. Previous direction from Town Council was for Town Staff to explore cost-effective (low cost) approaches to accomplish these prerequisites. Town Council input was also received to start the program small and focus primarily on complaints and derelict buildings.

Maintenance Code Official

Town Staff researched outsourcing options for staffing the Maintenance Code Official position. Options are very limited for this type of consulting work. The only business firm found within the region that provides these services is the Berkley Group (Bridgewater, VA). Town Staff met with the Town of Strasburg and with the Berkley Group created a draft proposal where the Town of Front Royal would employ the professional through the Berkley Group for 60% of the week (.6 FTE) and the Town of Strasburg would employ the professional for the remaining 40% (.4FTE). Based on the Berkley Group's rate schedule and draft agreement, this would cost the Town of Front Royal \$54,600 and the Town of Strasburg \$39,000. Unfortunately, the Town of Strasburg pulled out of the proposal due to budget limitations. Following this action by Strasburg, the Berkley Group made it known that the Town of Front Royal would need to employ the professional for 1 FTE for it to be cost feasible for them to offer the service. This would be a cost equivalent of \$80,400 per year. No benefits would be provided by the Town for the contracted position. Alternatively, the Town could advertise for a new position.

Board of Maintenance Code Appeals

Town Staff met with Warren County Board of Supervisors in a work session and discussed if it would be feasible for the Town to utilize the County's Board of Building Code Appeals (BOBCA). Using the County's Board of Building Code Appeals for the Town's Maintenance Code would be more efficient in terms of time to establish and cost. During the Work Session with the Board of Supervisors, most Board members were open to the idea but wanted to get input from the members of their Board of Building Code Appeals. The Town is presently waiting for this input. The Town could also use the members of the County's BOBCA, but through its own Board.

BUDGET/FUNDING: Previous Budget: \$40,000. Draft Budget: \$37,000. Total = \$77,000

STAFF RECOMMENDATION: Outsourcing options researched are over the amount of available funds, and therefore, not an option unless Town Council allocates additional funding. Town Staff recommends advertising for the position as a Town employee using available funds.

Work Session

**AGREEMENT BETWEEN
THE BERKLEY GROUP AND
TOWN OF FRONT ROYAL, VIRGINIA FOR
NON-PROFESSIONAL SERVICES**

This Agreement entered into on this ____ day of _____, 2019 by and between The Berkley Group, LLC, a limited liability company organized under the laws of the Commonwealth of Virginia, having offices at P.O. Box 181, Bridgewater, Virginia 22812 (Federal EIN # 27-3021021), and hereafter called "The Berkley Group", and the Town of Front Royal, a political subdivision of the Commonwealth of Virginia, having its administrative office at 102 East Main Street, Front Royal VA, 22630, and hereafter called "the Client".

WITNESSETH:

WHEREAS, the Client desires to retain the services of The Berkley Group to perform non-professional services, and

WHEREAS, The Berkley Group desires to provide the Client with such services as authorized by the Client, and represents that it is organized and authorized to conduct business within the Commonwealth of Virginia;

NOW, THEREFORE, the parties do mutually agree as follows:

SECTION 1. STATEMENT/SCOPE OF WORK.

- A. The Berkley Group will provide services to Client once issued individual Work Orders for each task assigned constituting the Scope of Services ("Scope of Services"/"Services") as set forth in this Agreement.
- B. The Berkley Group will use both its staff and Subcontractors to provide the Services to Client.
- C. The Berkley Group and its Subcontractors are and shall remain independent contractors in performing the Services under this Agreement.

SECTION 2. COMPENSATION, METHOD OF PAYMENT, TIME OF PERFORMANCE AND TERMINATION.

- A. **Compensation.** Client shall compensate The Berkley Group for the Services performed based upon the terms described within the Fee Schedule plus an indirect cost rate for overhead as specified in each task order ("Compensation").
- B. **Payment to The Berkley Group.** Client shall pay The Berkley Group for the Services performed as set forth in the payment schedule for each Work Order. All invoices shall be due within thirty (30) days of the invoice date. Payments later than sixty (60) days shall be subject to a fifteen percent (15%) late charge fee.

- C. ***Time of Performance.*** The Berkley Group shall commence performance of the Services on _____, 2019 and shall continue such performance through _____, 2019 ("Term"). The Term shall automatically renew each year for up to five (5) years, and may thereafter be extended for additional periods by written agreement of the parties pursuant to Section 6 of this Agreement, but shall remain subject to termination for non-appropriation of funding.
- D. ***Termination for Convenience.*** Either the Client or The Berkley Group may terminate this Agreement at anytime, by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before such effective date.
- (1) In the event of termination, all finished and unfinished documents and other materials produced by The Berkley Group specifically for the Client shall become the property of the Client.
 - (2) In the event of termination, The Berkley Group shall be paid for the Services performed prior to the effective date of termination. For any incomplete services, Client will provide The Berkley Group with compensation equivalent to 80% of the total executed Work Order value for the assigned task. Upon request, The Berkley Group will provide the Client with documentation of the Services performed prior to the effective date of termination.
 - (3) Termination for non-appropriation by the Client shall be made pursuant to this section.
- E. ***Termination for Default [Breach or Cause].*** The Client or The Berkley Group may terminate this Agreement for default for failure to comply with the terms of this Agreement by giving a written notice to the other party of such termination specifying the effective date thereof, at least 15 days before such effective date. The notice shall set forth the nature of the default of the Agreement.
- (1) In the event of termination by the Client, The Berkley Group shall be paid for Services performed up to the effective date of termination in accordance with the manner of performance set forth in the Agreement. If it is later determined that The Berkley Group had an excusable reason for not performing such as natural disasters or other events which are beyond the control of The Berkley Group, the Parties may agree for The Berkley Group to continue to provide the Services.

- (2) After receipt of written notice from the Client setting forth the nature of said breach or default, The Berkley Group may request, and the Client may agree, to provide The Berkley Group time to remedy any breach or default to the satisfaction of Client. If the Client does not agree to allow The Berkley Group to remedy the default, The Berkley Group shall immediately cease providing Services.

SECTION 3. RESPONSIBILITIES OF THE BERKLEY GROUP.

- A. The Berkley Group agrees to use the records and information gathered or otherwise used pursuant to this Agreement for the advancement of the interests of Client, and as further provided in Section 5.D. of this Agreement.
- B. The Berkley Group will not substitute staff or Subcontractors assigned to this Agreement without the prior written consent of Client.
- C. The Berkley Group will provide all services under this Agreement in a manner consistent with applicable laws, professional standards and its best efforts.
- D. The Berkley Group, its staff and Subcontractors shall comply with Client's standards for acceptable workplace conduct and safety, and shall all times conduct themselves in a professional manner.
- E. The Berkley Group shall perform in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry and The Berkley Group shall obtain all permits or permissions required to comply with such laws, rules or regulations.
- F. The Berkley Group and its Subcontractors shall maintain commercial general liability insurance to cover their actions or omissions. Upon request, shall provide the Client with evidence of such insurance.

SECTION 4. RESPONSIBILITIES OF THE CLIENT.

- A. Without charge to The Berkley Group, Client agrees to provide all policies, information, communications, records, data, information and forms which are available to the Client and needed by The Berkley Group in order to perform the Services, and not to include any confidential files or documents subject to confidentiality laws.
- B. Auxiliary Town Hall on-site assignments only – the Client shall provide appropriate office space, desk, phone, computer, internet access, e-mail account, paper, access to copy machines, vehicles and other reasonably necessary office equipment, supplies or facilities for The Berkley Group during the time that The Berkley Group is on site.

- C. Auxiliary Town Hall on-site assignments only – the Client shall defend The Berkley Group and its respective staff or Subcontractor in any legal proceedings by a third party arising out of the performance of duties on behalf of the Client.
- D. The Client shall communicate any concerns about The Berkley Group staff or Subcontractor performance to The Berkley Group representative set forth in Section 5, unless otherwise specifically set forth within the Scope of Services.
- E. Auxiliary Town Hall on-site assignments only – the Client agrees not to hire staff of The Berkley Group as Client's own employee during the Term of this Agreement, and for six (6) months following termination of this Agreement.

SECTION 5. ADMINISTRATION OF THE AGREEMENT.

- A. All notices and communications with respect to the terms of this Agreement and the performance of the Services shall be through the Party Representatives. The Party Representatives are:

Client's representative shall be:

Mr. Joseph Waltz

Town Manager
Title

540-635-8007
Phone Number

jwaltz@frontroyalva.com
email

The Berkley Group's representative shall be:

Andrew D. Williams

Chief Operating Officer
Title

(540) 560-2202
Phone Number

drew@bgllc.net
email

- B. ***Incorporated Provisions.*** This Agreement shall be performed in accordance with the applicable, required contractual provisions set forth in the Client's purchasing or procurement regulations, and the Virginia Public Procurement Act, §§ 2.2-4300, *et seq.*, VA Code Ann., in effect at the time of this Agreement, pertaining to non-discrimination § 2.2-4310 and - 4311, compliance with immigration laws § 2.2-4311.1, drug-free workplace § 2.2-4312, which provisions are incorporated herein by reference.

- C. ***Contractual.*** Disputes with respect to this Agreement shall be governed by § 2.2-4363 VA Code Ann. or similar provision in Client's purchasing or procurement regulations.
- D. ***Ownership and Status of Documents.***
 - (1) All documents prepared by The Berkley Group specifically for the Client shall become the property of the Client upon completion of Services, or the earlier termination of this Agreement. The Berkley Group shall have the right to retain appropriate copies of all such documents for its records upon client' approval, and to reuse any template documents which it prepared for the Client. All materials, including without limitation, documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (together the "Materials"), which are furnished to The Berkley Group by Client or which are development in the process of performing the Services, or embody or relate to the Services, the Client Information or the Innovations (as defined below), are the property of Client, and shall be returned by The Berkley Group to Client promptly at Client's request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason.
 - (2) Records prepared by The Berkley Group specifically for the Client shall be kept confidential by The Berkley Group until released or approved for release by the Client. The Berkley Group will cooperate with the Client in complying with the requirements of § 2.2-4342 VA Code Ann. and any requirements of the Virginia Freedom of Information Act applicable to such records.
 - (3) The Berkley Group shall maintain financial records, supporting documents, statistical records, and other records pertinent to this Agreement for three (3) years from the date of final payment, and make those records available to the Client upon written request.

SECTION 6. CHANGES TO AGREEMENT.

- A. Any modification or change to this Agreement must be set forth in a written Addendum to this Agreement and signed by authorized representatives of both parties.
- B. The parties hereto may, from time to time, propose changes in the attached Scope of services or in The Berkley Group's performance requirements. Such changes must be mutually agreed upon by the parties in writing, signed by the authorized representatives of both parties.

SECTION 7. MISCELLANEOUS PROVISIONS.

- A. Protection of Confidential Information. The Berkley Group agrees that at all times during or subsequent to the performance of the Services, The Berkley Group will keep confidential and not divulge, communicate, or use Client's Information, except for The Berkley Group's own use during the Term of this Agreement to the extent necessary to perform the Services. The Berkley Group further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, Client's Information from Client's principal place of business, without prior written approval of Client.
- B. Liability. The Client shall not be liable for injury or death occurring to The Berkley Group or any of its employees or other assistants in the course of performing this Agreement unless the harm or death is caused by the Client's gross negligence.
- C. Hold Harmless. The Berkley Group hereby indemnifies and holds harmless the Client, its subsidiaries, and affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever ("Loss") which may in any way arise from the Services performed by The Berkley Group hereunder, the work of employees of The Berkley Group while performing the Services of The Berkley Group hereunder, or any breach or alleged breach by The Berkley Group of this Agreement, including the warranties set forth herein. The Client shall retain control over the defense of, and any resolution or settlement relating to, such Loss. The Berkley Group will cooperate with the Client and provide reasonable assistance in defending any such claim including paying costs incurred in defending claims.
- D. Taxes. The Client shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of The Berkley Group or any other person consulted or employed by The Berkley Group in performing Services under this Agreement. All such costs shall be The Berkley Group's responsibility.

SECTION 8. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered in the Commonwealth of Virginia and shall be governed by laws of the Commonwealth of Virginia, both as to interpretation and performance.
- B. Any action of law, suit of equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Warren County, Virginia.

SECTION 9. SEVERABILITY.

If, for any reason, any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, the remaining parts, terms, and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be illegal, invalid, void, or unenforceable.

{{ SIGNATURE PAGES FOLLOW }}

Non-Professional Services Agreement

The Berkley Group and Client hereby agree to the terms of this Agreement by signing below.

FOR THE TOWN OF FRONT ROYAL

ATTEST:

Joseph Waltz, Town Manager

Date: _____

FOR THE BERKLEY GROUP:

ATTEST:

Darren K. Coffey, CEO

Andrew D. Williams, COO

Date: _____

FEE SCHEDULE
CONTRACT STAFF SERVICES

The Berkley Group presents the following fee schedule related to the above-referenced service contract. This contract contemplates two fee structures possible depending on your locality’s needs. These two models are as follows:

(1) The Auxiliary Town Hall (ATH) fee structure is primarily utilized when performing services on-site for assistance with special projects (e.g., project management) or day-to-day activities (e.g., planning technician responsibilities). The ATH model is designed to fluctuate with the level of service a locality requires and is based on full-time equivalents (FTEs). Work orders will be developed for each role/position/project and approved by the locality prior to initiating any work.

Auxiliary Town Hall Rate Structure

FTE	Hours Per Year	Hours Per Month	Hours Per Week	Rate	Admin Overhead	Hourly Rate	Total	Golden Crescent Hourly Rate	Golden Crescent Rate*
0.1	208	17	4	\$ 12,500	\$ 2,500	\$ 72.12	\$ 15,000	\$ 86.54	\$ 18,000
0.2	416	35	8	\$ 19,500	\$ 3,900	\$ 56.25	\$ 23,400	\$ 67.50	\$ 28,080
0.3	624	52	12	\$ 29,500	\$ 5,900	\$ 56.73	\$ 35,400	\$ 68.08	\$ 42,480
0.4	832	69	16	\$ 32,500	\$ 6,500	\$ 46.88	\$ 39,000	\$ 56.25	\$ 46,800
0.5	1040	87	20	\$ 39,000	\$ 7,800	\$ 45.00	\$ 46,800	\$ 54.00	\$ 56,160
0.6	1248	104	24	\$ 45,500	\$ 9,100	\$ 43.75	\$ 54,600	\$ 52.50	\$ 65,520
0.7	1456	121	28	\$ 50,000	\$ 10,000	\$ 41.21	\$ 60,000	\$ 49.45	\$ 72,000
0.8	1664	139	32	\$ 55,500	\$ 11,100	\$ 40.02	\$ 66,600	\$ 48.03	\$ 79,920
1.0	2080	160	40	\$ 67,000	\$ 13,400	\$ 38.65	\$ 80,400	\$ 46.38	\$ 96,480
1.2	2496	208	48	\$ 78,000	\$ 15,600	\$ 37.50	\$ 93,600	\$ 45.00	\$ 112,320
1.4	2912	243	56	\$ 89,000	\$ 17,800	\$ 36.68	\$ 106,800	\$ 44.01	\$ 128,160
1.6	3328	277	64	\$ 103,000	\$ 20,600	\$ 37.14	\$ 123,600	\$ 44.57	\$ 148,320
1.8	3744	312	72	\$ 117,000	\$ 23,400	\$ 37.50	\$ 140,400	\$ 45.00	\$ 168,480
2.0	4160	347	80	\$ 135,000	\$ 27,000	\$ 38.94	\$ 162,000	\$ 46.73	\$ 194,400

*Golden Crescent Rate is [Base Rate x 20%] due to cost and salary differentials in that geography. Applies to the area of Virginia generally incorporating Greater Northern Virginia, Fredericksburg, Richmond, and Hampton Roads (Berkley Group Golden Crescent Map available on request).

(2) The Traditional Model: fee structure is intended to be utilized for special projects, and on an as-needed basis as either a lump sum fee or cost-plus fee, whichever the locality desires. Specific work orders will be developed for each task and approved by the locality prior to initiating any work. The Berkley Group will work closely with staff to develop fee schedules based upon the desired scope of work and availability of funds. The basis for determining project fees will utilize the following schedule:

PERSONNEL RATE SCHEDULE	
Position	Hourly Rate
Principal-in-Charge/Owner	\$ 275.00
Project Manager/Planning	
Director	\$ 220.00
Environmental Engineer	\$ 200.00
Principal Planner	\$ 190.00
Senior Planner	\$ 175.00
Environmental Planner	\$ 150.00
Planner	\$ 125.00
GIS Staff	\$ 100.00
Administrative Assistant	\$ 80.00

Auxiliary Town Hall

An Innovative Service That Redefines How Work Gets Done

Government is changing.

Are you ready?

We are local government professionals who understand the challenges facing leaders and managers:

- ◆ Staff Turnover
- ◆ Constrained Budgets
- ◆ State/Federal Mandates
- ◆ Increased Expectations

HOW CAN YOU DO MORE FOR YOUR COMMUNITY?



ENABLING LEADERS AND MANAGERS TO SERVE AND IMPROVE COMMUNITIES

The Auxiliary Town Hall is your support service that helps you manage daily workloads, plan tomorrow's needs, and bring an objective local government perspective to make it happen. *The Berkley Group is a team of seasoned professionals who have served in a variety of local government positions.* We can provide you with either on- or off-site support and tailor it specifically to your organizational needs.

ABOUT THE AUXILIARY TOWN HALL

- ◆ The Berkley Group provides experienced, flexible staff to public entities (i.e., towns, cities, counties, planning districts) at their needed level of service. *We act as a true extension of your staff.*
- ◆ We are a team of professionals with extensive public service experience and the expertise to develop and implement local policies.
- ◆ Designed to fit the "right person to the right job."
- ◆ Services tailored uniquely to the needs of your locality.

AREAS OF EXPERTISE

- ◆ Planning
- ◆ Public Works
- ◆ Project Admin/Management
- ◆ Stormwater Assistance
- ◆ Floodplain Management
- ◆ Resiliency/Sustainability

Northern Virginia • Blacksburg • Charlottesville • Harrisonburg • Lexington • Richmond

540.560.2202 | info@bgllc.net | bgllc.net

ABOUT US

Helping localities achieve their goals is a passion for the Berkley Group's founders – Darren Coffey and Drew Williams. When they formed The Berkley Group in 2010, they did so with the belief that local government's resources are shrinking while expectations for delivering real-world results are greater than ever before.



OTHER SERVICES

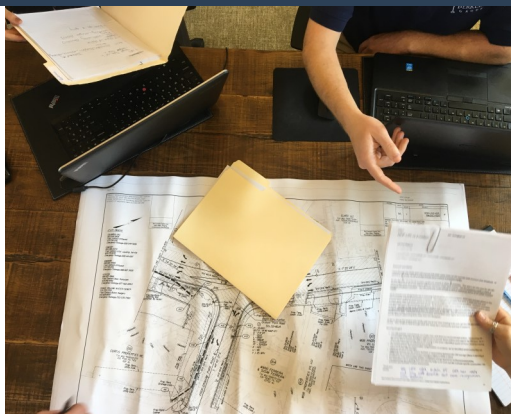
We partner with local governments and public agencies to assist with an array of services. We work to be a true extension of your staff looking for modern solutions to multi-disciplined challenges. The Berkley Group services include:

- ♦ Executive Transition Assistance
- ♦ Planning & Community Development
- ♦ Civic Engagement
- ♦ Organizational Strategic Assessment
- ♦ Environmental Planning
- ♦ Resiliency/Sustainability

OUR EXPERTISE. YOUR SUCCESS.



The Berkley Group is a proud partner of the Virginia Association of Counties (VACo).



Northern Virginia • Blacksburg • Charlottesville • Harrisonburg • Lexington • Richmond

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Exhibit A
Work Order 1: Property Maintenance Inspection Services
DRAFT
_____, 2019

I. SCOPE OF SERVICES

The Berkley Group will provide on-site planning support to the Town of Front Royal in the capacity of a Maintenance Code Official. The position will be on-site two (5) days a as a **1.0 FTE**. The position will have the resources of the Berkley Group and the company will provide the additional support as needed. The duties and functions of the position will be as follows:

Maintenance Code Official

The position will assist the Town with property maintenance code inspection and enforcement functions. Work includes coordinating the town's property maintenance program; This position coordinates closely and regularly with Town staff along with local boards and commissions as necessary. Position reports to the Planning & Zoning Director.

- A. Regular and reliable attendance.
- B. Administer and enforce the Town's Maintenance Code Regulations, pursuant to Town Code, Chapter 9, that includes, but is not limited to, adoption of the Virginia Uniform Building Code, Part III, Virginia Maintenance Code.
- C. Inspect properties as appropriate in relationship with the administration and enforcement of the Town's Maintenance Code Regulations.
- D. Maintain organized files and records related to the above.
- E. Answer phone calls, letters, and other types of correspondence related to job duties.
- F. Maintains confidential information related to cases and responds to FOIA requests in coordination with the Town Attorney and Planning & Zoning Director.
- G. Inspects and evaluates existing structures and properties for determination of code compliance.
- H. Responds and investigates complaints related to property maintenance.
- I. Coordinates with the Warren County Building Inspections Department where building permits are required in relationship to code enforcement.
- J. Consults with contractors, tenants and property owners on code compliance matters where appropriate to assist with addressing code compliance issues.
- K. Coordinates with Town Attorney and Planning & Zoning Director on enforcement actions taken beyond notices of violation, such as, but not limited to, summons and warrants to property owners.
- L. Oversees administration policies in coordination with the Planning & Zoning Director.
- M. Prepares evidence and testifies in court on code violation cases as needed.
- N. Prepares a variety of reports and correspondence on inspection and compliance matters.
- O. Keeps records and properly documents activities and responses regarding inspections and enforcement actions.
- P. Institutes comprehensive review of specific code compliance problems as determined appropriate.

- Q. Prioritize work time activities with concurrence with the Director of Planning & Zoning.
- R. Coordinates with the Deputy Zoning Administrator as appropriate and efficient related to the enforcement of other Town Code violations that overlap with enforcement activities related to the Town's Maintenance Code Regulations.
- S. Provide reports or information to state agencies that oversee enforcement of the Virginia Uniform Building Code, Part III, Virginia Maintenance Code, when required.
- T. Attend workshops, seminars conferences, or other professional development activities as [available authorized by the Director of Planning & Zoning](#).
- U. Maintain required certification and training required under the Virginia Uniform Building Code, Part III, Virginia Maintenance Code, or as otherwise may be authorized by the Director of Planning & Zoning.
- V. Check and review a variety of data for accuracy, completeness, and conformance to established standards and procedures.
- W. Use GIS (ArcGIS) and permitting software (Emergo) as necessary and/or useful to perform job duties or assist with other activities of the Department of Planning & Zoning.
- X. Assist other staff within the Department of Planning & Zoning with appropriate updates to the Town Website in relationship to the above job duties.
- Y. Participate as needed with the appointed Board of Maintenance Code Appeals.
- Z. Provide reports and performance tracking information to the Director of Planning & Zoning.
- AA. Occasionally attend public meetings with the Planning Commission, Town Council, or other commissions, boards or agencies when related to the above job duties.
- BB. Perform all job duties professionally and ethically and in conformity with the standards for other employees of the Town, as detailed within the Town's Employee Handbook.
- CC. Maintain appropriate working relations with other Town Staff and other local officials and agencies.
- DD. Perform other related tasks as required.

II. TERM OF SERVICE

These services will be provided to the Town of Front Royal beginning July 1, 2019 for a minimum of one year commensurate with the terms of the Master Agreement. Per the Master Agreement, the contract may be terminated by either party at any point by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before such effective date.

III. FEE

The cost to provide these services will be \$80,400 annually (hourly rate of \$39.65), until or unless otherwise amended by another task order. Payment will be made to The Berkley Group as invoiced on a monthly basis.