



TOWN COUNCIL WORK SESSION

Monday, November 20, 2017 @ **6:45 pm**

Town Hall Council Chambers

1. **CLOSED MEETING** – Board of Architectural Review(BAR) Interview

Motion to Go into Closed Meeting

I move that Town Council go into closed meeting for the discussion, consideration, or interviews of prospective candidates for, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public appointees of Town Council to the Board of Architectural Review, pursuant to Section 2.2-3711.A.1 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.

TOWN/STAFF RELATED ITEMS

2. Mutual Aid Agreements – *Director of Energy*
3. Request for East Main Street to Become One Way – *Director of Planning/ Zoning*
4. Continued Discussion of IT Federal and W. Main Street Extension – *Director of Planning/ Zoning*
5. Continued Discussion of Fixed Term Financing Option for New Police Dept – *Director of Finance*

COUNCIL/MAYOR RELATED ITEMS:

6. Assignment of Motions to Council Members During a Regular Meeting – *Mayor Tharpe*
7. Continued Discussion of Curb/Gutter Assessments
8. Continued Discussion of Property Maintenance Code Amendments and Establishment of a Rental Inspection District
9. Council Discussion/Goals *(time permitting)*

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Town of Front Royal, Virginia Work Session Agenda Form

Date: November 20, 2017

Agenda Item: Mutual Aid Agreements

Summary: The Towns Energy Services Department is requesting that Council have staff sign two mutual aid agreements. By signing the agreements, it would allow the Town Energy services to receive mutual aid in the event of a natural disaster or an emergency that would affect the Towns electrical system. It would also allow the Energy services staff to help other localities in emergency situations

- 1) Municipal Electric Power Association of Virginia Agreement for Emergency Assistance.
- 2) American Public Power Association Mutual Aid Agreement.

Council Discussion: If desired, Council will approve at November 27 Regular Meeting

Staff Evaluation: Staff will be available

Budget/Funding: N/A

Legal Evaluation:

Staff Recommendations: Staff recommend approval of the Mutual aid agreements

Town Manager Recommendation:

Council Recommendation:

- Additional Work Session Regular Meeting No Action
Consensus Poll on Action: ___(Aye) ___(Nay)

Work Session

MUNICIPAL ELECTRIC POWER ASSOCIATION OF VIRGINIA
AGREEMENT FOR EMERGENCY ASSISTANCE

THIS AGREEMENT made on _____ by and between the City of Bedford, the City of Blacksburg, the City of Blackstone, the City of Bristol, the Town of Culpeper, the City of Danville, the Town of Elkton, the City of Franklin, the Town of Front Royal, the City of Harrisonburg, the City of Manassas, the City of Martinsville, the City of Radford, the Town of Richlands, the City of Salem, and the Town of Wakefield each of which is a municipal corporation of the Commonwealth of Virginia (herein sometimes referred to singularly as “Municipality” or collectively as “Municipalities”).

PREAMBLE

A. The Municipalities wish to enter into a mutual agreement for furnishing personnel, equipment, apparatus, supplies and materials (hereafter Emergency Services) for the aid and assistance of each and every Municipality who is a signatory of this Agreement for the purpose of restoring electric services in the event of natural disasters or other emergencies.

B. Each Municipality is willing to provide Emergency Services for the purpose of restoring such electric services subject to the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual rights and obligations set forth in this Agreement and other good and valuable consideration, **IT IS AGREED** as follows:

1. Term. The term of this Agreement shall commence when signed by any two Municipalities. Each Municipality shall become a party to this Agreement by its execution hereof. Any Municipality may withdraw from this Agreement by giving thirty (30) days written notice to all other parties of its desire to so withdraw. Any Municipality which withdraws shall have no rights or obligations under this Agreement after the effective date of withdrawal.

2. Emergency Assistance. In the event of a natural disaster or other emergency affecting a Municipality’s electric system, each Municipality upon the request of any other Municipality, shall furnish Emergency Services from its electric department as required by

the requesting Municipality unless the requested Municipality in its sole discretion determines that by doing so will imperil the operation of its electric system. Nothing in this Agreement shall be construed to deprive any Municipality of its discretion to decline to send its Emergency Services in aid of a requesting Municipality under any circumstances whether or not obligated by contract to do so and neither the Municipality nor any of its councilmen, commissioners, officers, agents or employees may be held liable in any civil or criminal action for declining to provide Emergency Services to a Municipality under this Agreement.

3. Compensation for Emergency Services. The Municipality receiving Emergency Services under this Agreement shall compensate the Municipality furnishing such services as provided in Exhibit A which is attached hereto. All sums due under this Agreement shall be due and payable within thirty (30) days after receipt of invoice.

4. Personnel of the Municipality. Personnel furnished by a Municipality pursuant to this Agreement shall be conclusively deemed, for all purposes, to remain officials and employees of the Municipality furnishing such service and while providing aid hereunder and while traveling to and from another Municipality to provide aid hereunder, such personnel shall retain the same rights, privileges, immunities and benefits, including without limitation, coverage under the Virginia Worker's Compensation Act, as they enjoy while performing their normal duties for the Municipality. Each Municipality shall be responsible for the negligent acts of its own agents and employees while furnishing services and providing aid under the terms of this Agreement.

5. Counterparts. Each of the Municipalities shall have executed in identical Agreement for Emergency Assistance. During the term of this Agreement, the Municipalities shall be entitled to all the rights and be subject to all the provisions of, and liable for the obligations incurred by it as a party to this Agreement, and withdrawal hereof shall not affect any accrued obligation of liability of the Municipality thereunder.

6. Additional Agreements. The Municipalities hereby acknowledge that each Municipality also may provide or receive Emergency Services under understandings or agreements other than this Agreement for Emergency Assistance without in any way affecting the validity of this Agreement and without the necessity of obtaining the assent of any other party hereto.

7. Modification. This Agreement shall not be amended, modified, or otherwise changed except when done in writing and upon the prior written consent of all of the Municipalities who at that time have not withdrawn from this Agreement.

8. Severability. If any provision of this Agreement or portion thereof is determined to be void or unenforceable by a court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement or portions thereof, all of which other provisions and portions thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the Municipality has executed and sealed this Agreement by the authority of its governing body duly given to be effective the day and year first above written.

TOWN OF FRONT ROYAL, VIRGINIA (SEAL)

BY: _____
TOWN MANAGER

Approved as to form: _____
Town Attorney Date

EXHIBIT A

Costs to be Reimbursed

1. Wages paid for labor in the direct employ of the Municipality in the performance of Emergency Services including such welfare or other benefits, if any, as may be payable with respect thereof. In no event shall the compensation to be paid for wages exceed 1.5 times the base rate.
2. Salaries of the Municipality's personnel when stationed at the site, in whatever capacity employed. Personnel engaged, at shops or on the road, in expediting the production or transportation of materials or equipment, shall be considered as stationed at the site and their salaries paid for that portion of their time spent in providing Emergency Services.
3. Cost of contributions, assessments or taxes incurred during the performance of Emergency Services for such items as worker's compensation, unemployment compensation and social security, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the Municipality and included under paragraphs 1 and 2.
4. The portion of reasonable travel and subsistence expenses of the Municipality or of its officers or employees incurred while traveling in discharge of duties connected with the Emergency Services.
5. Cost of all materials, supplies and equipment incorporated in the Emergency Services, including costs of transportation thereof.
6. Cost, including transportation and maintenance, of all materials, supplies, equipment, tools and temporary facilities which are consumed in the performance of the Emergency Services.
7. Rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the site, whether rented from the Municipality or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof, at rental charges consistent with those prevailing in the area.
8. Cost of removal of all debris.
9. Salaries or other compensation of the Municipality's officers, agents and other employees of the Municipality shall be reimbursed to the Municipality, but only for actual time spent in providing Emergency Services.

MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the Signatories to this Mutual Aid Agreement agrees to render aid to any of the other Signatories as follows:

- 1.) Request for aid. The Requesting Signatory agrees to make its request in writing to the Aiding Signatory within a reasonable time after aid is needed and with reasonable specificity. The Requesting Signatory agrees to compensate the Aiding Signatory as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Signatories.
- 2.) Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Signatory. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.
- 3.) Invoice to the Requesting Signatory. Within 90 days of the return to the home work station of all labor and equipment of the Aiding Signatory, the Aiding Signatory shall submit to the Requesting Signatory an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.
- 4.) Charges to the Requesting Signatory. Charges to the Requesting Signatory from the Aiding Signatory shall be as follows:
 - a.) Labor force. Charges for labor force shall be in accordance with the Aiding Signatory's standard practices.
 - b.) Equipment. Charges for equipment, such as bucket trucks, digger derricks, and other special equipment used by the Aiding Signatory, shall be at the reasonable and customary rates for such equipment in the Aiding Signatory's location.
 - c.) Transportation. The Aiding Signatory shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.
 - d.) Meals, lodging and other related expenses. Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Aiding Signatory.
- 5.) Counterparts. The Signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
- 6.) Execution. Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Date _____ Entity _____ (name/ state)
By _____ (please print)
Title _____

Please send signed agreement to:
American Public Power Association
ATTN: Michael Hyland
Sr. Vice President, Engineering Services
1875 Connecticut Ave, N.W. Suite 1200 | Washington, D.C. 20009-5715
E-mail: MutualAid@publicpower.org | Fax: 202/ 467-2932

Questions about this agreement should be directed to APPA's Engineering Services department at MutualAid@publicpower.org or 202/467-2900.

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Town of Front Royal, Virginia Work Session Agenda Form

Date: November 20, 2017

Agenda Item: Update on Planning Commission Referral: Proposal to make Main St. a one-way street.
Director of Planning & Zoning

Summary: Attached is a memo that summarizes the Planning Commission’s review of the concept to make Main Street a one-way street. Overall, the Planning Commission does not object to the change. However, the Planning Commission believes more work is needed to verify public support and ensure public safety before moving forward with the change.

- Public Safety. VDOT has advised that a traffic analysis is needed first to determine if the surrounding transportation network could accommodate the resulting traffic division and what improvements would be necessary to mitigate impacts of the change. The Planning Commission agrees with VDOT’s recommendation to ensure public safety and reduce liability.
- Public Support. Over the Planning Commission’s meetings on the subject, the group of citizens that requested the one-way change have not provided any information to demonstrate a high-level of public support. The Planning Commission recommends engaging in public outreach to measure the overall level of public support for the project and evaluate any issues that may otherwise not be discovered.

The memo does include a cost estimate in the amount of \$11,175. This estimate does not include any improvements that may be identified through a traffic analysis.

Council Discussion: This agenda item is scheduled for a work session review on 12/04/17.

Staff Evaluation: See the attached memo.

Budget/Funding: None.

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

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

Council Recommendation:

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

Work Session





TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING
Memorandum

To: Joe Waltz, Town Manager

From: Jeremy F. Camp, Planning & Zoning Director

Date: October 24, 2017

Re: Update on Planning Commission Referral
Proposal to Make Main Street a One-Way Street

Below is a background summary of the project and a summary of the Planning Commission's discussions in work session, followed with recommendations.

BACKGROUND SUMMARY:

On August 14, 2017, Town Council referred a proposal to make East Main Street a One-Way Street to the Planning Commission. Attached is the draft layout of the project. This layout was originally drafted by Town Staff after being directed to do so by the former Town Manager in 2014. However, the project was never initiated beyond that because the former Town Manager later directed Town Staff to not proceed with it due to lack of public support. The August 14, 2017 Referral from Town Council was initiated by citizens that supported the project and desired the Town to proceed with it. Town Council referred the request to the Planning Commission to review and provide recommendations. Town Staff revised the original layout to eliminate the loading space. With the removal of the loading space the change would create about 14 new parking spaces on E. Main Street.

Below is a summary of the Planning Commission's discussions about this project.

AUGUST 16, 2017 WORK SESSION:

The referral from Town Council and draft layout was submitted to the Planning Commission on August 16, 2017. The Planning Commission scheduled it for discussion at their next work session.

SEPTEMBER 6, 2017 WORK SESSION:

COST EVALUATION

The Planning Commission reviewed the concept layout and directed staff to work with Public Works and prepare a cost estimate on a low-cost option that included signage and restriping of parking spaces and no-park zones.

PUBLIC SAFETY

The Planning Commission directed staff to submit the project concept to VDOT and the NSVRC for their input and report back to them when this input is received.

PUBLIC SUPPORT

The Planning Commission met with Robert MacDougall. He represented the property owners in the downtown that requested Town Council consider the project. Mr. MacDougall offered to provide the Planning Commission with the information he was working on that would demonstrate the level of public support for the project among downtown property owners.

LOADING

In discussion, the Planning Commission identified the concern with no area for loading. It was discussed that a small area in front of the bump-outs could be used for loading. (Note: However, the present width for this is only about 22 feet, where a standard lane and loading space would need to be at least 25 feet to meet minimum standards.) Regulating loading to off-peak hours only was discussed as well as just requiring loading to take place from the rear or hauled in from the sidewalk.

OCTOBER 18, 2017 WORK SESSION:

COST EVALUATION

The following cost estimate was developed by Public Works and the Planning Department. It is based on a low-cost option that mostly just involves striping and signs.

Line Painting	\$7,500.00
Signage	\$1,440.00
Contingency	\$2,235.00
TOTAL	\$11,175

PUBLIC SAFETY

- NSVRC Comments:

“I just returned from a two-week vacation – sorry I couldn’t reply sooner. The plan looks workable, provided adequate navigational signage to help westbound motorists get to the on-street parking. I do, however, question the need for this, having never witnessed a parking shortage on Main Street. I foresee no safety issues arising from the plan.”

“On second thought, the proposed design might adversely impact bicyclist safety and convenience. Back-in angle parking is safer, improving drivers’ line of sight while pulling out. It’s been successful where implemented. However, this doesn’t solve the diminished convenience: some bicyclists are going to travel the wrong way on Main St. to get to their destination.”

- VDOT Comments:

“VDOT Staunton District Planning would be hesitant to provide any sort of input on a potential change in traffic flow / operations within the town without a supporting study and analysis. At a minimum, we would want to obtain current traffic count data at the impacted and adjacent intersections and develop a technical memo to determine / verify that the surrounding transportation network could accommodate the resulting traffic diversion. This analysis would determine what improvements would be necessary to mitigate potential concerns from both a traffic operations and vehicular / pedestrian safety standpoint. Given the location, this evaluation could also be an ideal candidate through the NSVRC rural transportation study program. We would be happy to schedule a conference call with you to discuss the proposed modification to the transportation network and scope an abbreviated study to properly evaluate the idea.”

PUBLIC INTEREST

At the time of the October 18th work session, Mr. MacDougall informed Town Staff that he has not been able to obtain the information from the downtown property owners to demonstrate the level of support for the project.

The Planning Commissioners spoke in support of the Town surveying the public before proceeding, and advised on two separate surveys. One for the downtown property owners and one for citizens in general. The Planning Commissioners agreed to help oversee the survey process IF directed to do so by Town Council.

RECOMMENDATIONS:

In conclusion, the Planning Commission is of the consensus that if Town Council desires to move forward with the project the following actions should be completed first.

- 1) A traffic analysis as recommended by VDOT. The analysis would identify if any other improvements are needed to ensure public safety. In discussions with VDOT and the NSVRC, such an analysis can be completed in about 6 months.
- 2) The Town should collect and evaluate public input about the project beyond just a typical public hearing. This could be done with the use of surveys, one targeted on the property owners and another on other local citizens. This data collection could take place within the period of time that the traffic analysis is being done.



TYPICAL PARKING SECTION
 E. Main Street
 One Way Traffic w/45 deg. parking



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Town of Front Royal, Virginia Work Session Agenda Form

Date: November 20, 2017

Agenda Item: Continued Discussion of IT Federal and Royal Phoenix
Town Manager / Director of Planning & Zoning

Summary:

- **IT FEDERAL:** Following the Town Council Work Session on November 6, 2017, Town Council required Staff to obtain an estimate for the design and construction of the pump station at IT Federal. Below are estimates provided by Pennoni Associates for design and construction.

DESIGN: On November 13, 2017, Pennoni Associates provided an estimate of **\$9,200.00** for the design costs of the pump station. That includes \$7,100 for the design and \$2,100 for the Operations and Maintenance Manual. The design of the pump station would be based on details required by Public Works.

CONSTRUCTION: On November 14, 2017, Pennoni Associates provided an estimate of between **\$385,000.00 - \$400,000.00** for the construction costs of a 10HP Smith and Loveless pump station. This estimate includes everything from the pump house and site fencing to the pumps, generators, and electrical components, construction bonding, etc. This will not cover the items such as the gravity sewer leading to the pump station and the force main leading to the gravity outfall sewer manhole. This estimate is from an experienced contractor that has installed 8 of these facilities and is currently installing a similar pump station right now. This cost estimate is significantly higher than the estimate provided by Bohler for the private pump station.

- **ROYAL PHOENIX:** On November 14, 2017, Pennoni Associates submitted the W. Main Street Extended Traffic Study Phasing Addendum. This report looks at when the recommended off-site traffic improvements are necessary, based on the traffic study by Pennoni Associates. The report breaks down the transportation improvements into various thresholds (A, B, C, D, E, F, F¹, and G), and provides when each threshold is needed, based on the submitted master development plan for Royal Phoenix. The report also includes rough cost estimates for the improvements (page 28), which totals **\$11,837,130.00** (NOT including the cost for constructing W. Main Street). The full traffic study and the addendum can be viewed by Town Council under a folder named "Planning Commission" in the "Box" system. The master development plan and traffic study are presently on schedule for review by the Planning Commission on December 20, 2017.

Council Discussion: This agenda item is scheduled for a work session review on 11/20/17.

Staff Evaluation: Staff will be available at the work session for questions.

Budget/Funding: Not yet determined.

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

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

Council Recommendation:

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

Work Session



b) Construction Cost Estimates for Improvements

Per Town request, rough cost estimates for the suggested improvements were calculated based on VDOT statewide planning numbers for the Staunton District and are provided in **Table 20**. Since numerous variables, such as costs for right-of-way acquisition, can greatly affect the final cost of an improvement, these estimates are provided for order of magnitude only. Costs do not include on-site roadway costs. The estimates are at 2017 construction thresholds and are based on general unit prices, and not on advanced engineering, permits, or R-O-W details.

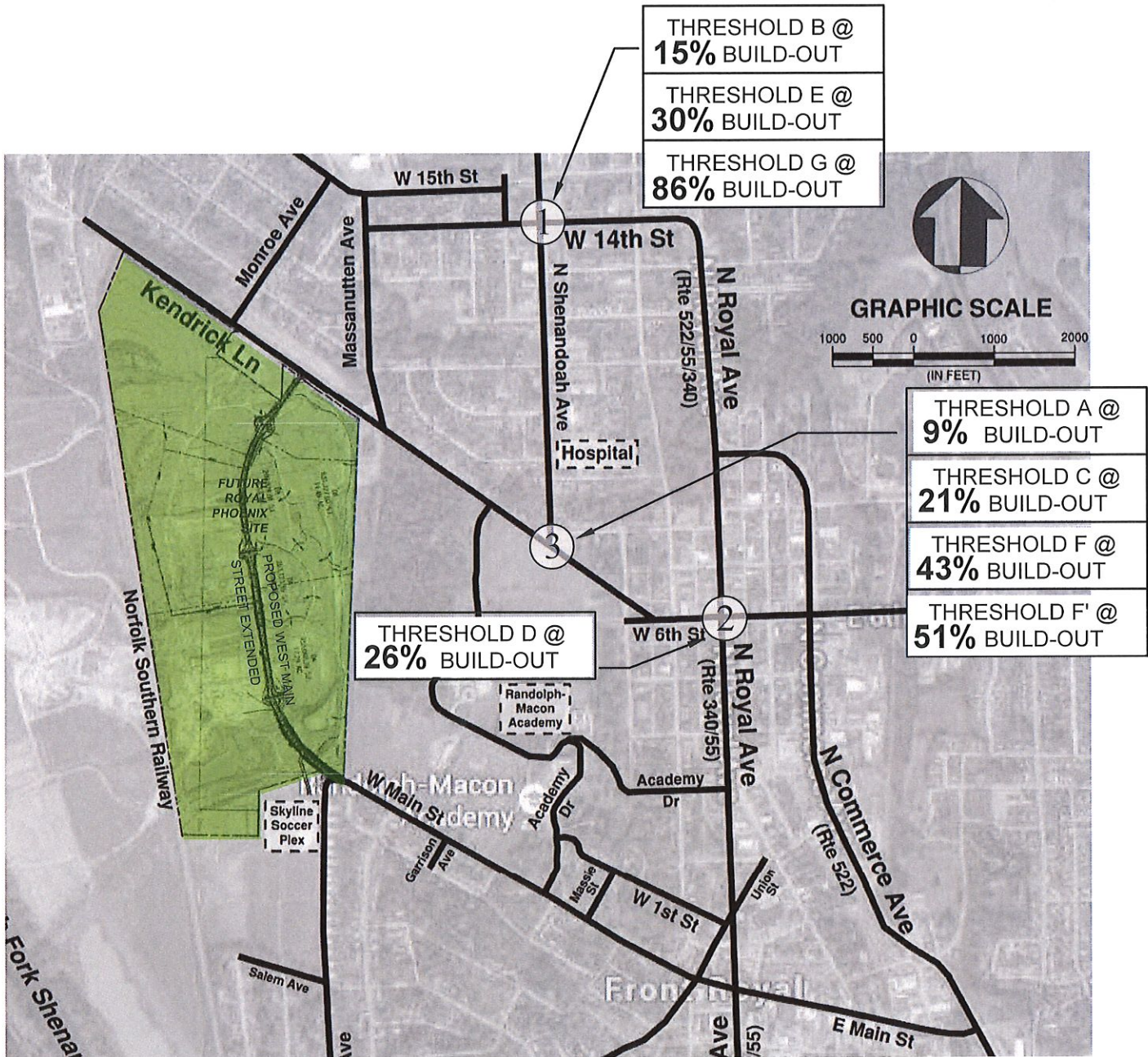
TABLE 20: CONSTRUCTION COST ESTIMATES FOR IMPROVEMENTS

Improvement ID	Location	Improvement	Item Detail	Quantity	Unit	Cost/Unit ⁽⁶⁾	Cost (\$)	
A	Kendrick Ln & Shenandoah Ave	Make All-Way Stop	STOP signs	2	Ea	\$ 300.00	\$ 600.00	
			Stripe SB right turn lane	4" striping	150	LF	\$ 3.00	\$ 450.00
			Turn Arrow	2	Ea	\$ 300.00	\$ 600.00	
Improvement A							\$ 1,650.00	
B	14th St & Shenandoah Ave	Modify signal phasing ⁽¹⁾		1	Ea	\$ 160,000.00	\$ 160,000.00	
Improvement B							\$ 160,000.00	
C	Kendrick Ln & Shenandoah Ave	Provide separate EB left turn lane (may require pavement widening) ⁽³⁾	4" Striping	300	LF	\$ 3.00	\$ 900.00	
			4' pavement	0.2	Mile ⁽⁴⁾	\$ 1,084,615.38	\$ 216,920.00	
			<i>Improvement C Subtotal</i>					
Improvement C with ROW Contingency:							\$ 435,640.00	
D	6th St & Royal Ave	Signal modification ⁽²⁾		1	Ea	\$ 333,000.00	\$ 333,000.00	
Improvement D with ROW Contingency:							\$ 666,000.00	
E	14th St & Shenandoah Ave	Widen North Leg ⁽³⁾	15' pavement	0.2	Mile ⁽⁴⁾	\$ 4,067,307.69	\$ 813,460.00	
Improvement E with ROW Contingency:							\$ 1,626,920.00	
F	Kendrick Ln & Shenandoah Ave	Roundabout	2-Lane Roundabout ⁽⁵⁾	1	Ea	\$ 3,260,000.00	\$ 3,260,000.00	
			Improvement F with ROW Contingency:					
F'	Kendrick Ln & Shenandoah Ave on Existing W. Main St and on Kerfoot Ave	Roundabout	2-Lane Roundabout ⁽⁵⁾	1	Ea	\$ 3,260,000.00	\$ 3,260,000.00	
			Traffic Calming	Lane Narrowing	3	Ea	\$ 1,800.00	\$ 5,400.00
				Raised Crosswalk	4	Ea	\$ 8,000.00	\$ 32,000.00
			<i>Improvement F' Subtotal</i>					
Improvement F' with ROW Contingency:							\$ 6,594,800.00	
G	14th St & Shenandoah Ave	Additional Widening ⁽³⁾	Left Turn Lane	1	Ea	\$ 400,000.00	\$ 400,000.00	
			15' pavement	0.2	Mile ⁽⁴⁾	\$ 4,067,307.69	\$ 813,460.00	
			<i>Improvement G Subtotal</i>					
Improvement G with ROW Contingency:							\$ 2,426,920.00	
				ROW Contingency ⁽⁷⁾	100%	Subtotal		

- Notes:
- (1) Planning level cost estimate based on improved signal phasing
 - (2) Planning level cost estimate based on improve/replace signal
 - (3) Planning Level cost estimates do not address widening. Cost/Unit derived from 2-lane urban section, factored to cost per foot (Stated range for this estimate is 26' - 30'. 26' used to factor estimated cost.)
 - (4) Cost per mile shown is cost per foot width times expected width
 - (5) Planning level cost estimate closest to proposed design
 - (6) High end of cost range indicated for conservative evaluation of improvements
 - (7) Outlying business/Suburban high density category from Statewide Planning Level Cost Estimates

Sources: VDOT Statewide Planning Level Cost Estimates, January 2009 (indexed to 2017) for Improvements B, C, D, E, F, F', and G
 VDOT District Averages June 1, 2015 through July 1, 2017 (Staunton District used) for Improvements A and C
 VDOT Traffic Calming Guide for Local Residential Streets, October, 2002 (Revised July, 2008) For Improvement F'





SEE TABLE 19 FOR THRESHOLD DESCRIPTIONS

LEGEND

①
STUDY INTERSECTION



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Town of Front Royal, Virginia
Worksession Agenda Form

Date: November 20, 2017

Agenda Item: 30 Year Fixed Term Financing – Additional Information/Discussion

Summary: The Front Royal-Warren County E.D.A. has provided information for the Town’s consideration, regarding an alternative funding option on the construction of the new Police Department. The alternative option is a 30-year term fixed rate loan at an interest rate of 2.65%. The funding option could also be used for Happy Creek Phase II. The option was discussed at the November 6th, 2017 work session at which time council requested additional information & scenarios regarding the financing.

Council Discussion: Council is requested to discuss if the 30-year fixed term rate financing would be preferred for financing the construction of the new Police Department Headquarters and provide staff with direction to move forward with pursuing the financing or to remain with the New Market Tax Credit Program.

Staff Evaluation: Additional information regarding the financing, along with a few different scenarios regarding funding options have been provided on pages following this cover sheet.

Budget/Funding: The scenarios provided illustrate various options related to budget/funding.

Legal Evaluation: Town Attorney will be present for questions.

Staff Recommendations: Staff recommends scenario #1 that has been provided. This scenario would require council to allocate money from the general fund balance to accelerate repayment of the internal loan provided from the Electric Fund; which would allow additional future funds to be allocated toward repayment of the fixed term financing. Based on current assessments and real estate tax rates, staff estimates that real estate taxes would need to be raised \$0.01 in April 2018, raised an additional \$0.01 in April 2019, and an additional \$0.005 in April 2020 (Total increase of \$0.025 per \$100). This would allow the Town to begin paying interest & principal for the construction of the Police Department, without incurring expense for paying interest only. The Town may incur interest only expense on the funding for Happy Creek Phase II; depending on how soon the funding will be needed.

Planning Commission Recommendation: N/A

Town Manager Recommendation: (The Town Manager will provide input on the issue and make his recommendations to council.)

Council Recommendation:

- Additional Worksession Regular Meeting No Action





TOWN OF FRONT ROYAL

DEPARTMENT OF FINANCE

102 E. MAIN STREET

P.O. BOX 1560

B.J. Wilson
Director of Finance
bwilson@frontroyalva.com

(540) 635-7799
(540) 635-2298 fax

DATE: November 9, 2017

TO: FRONT ROYAL MAYOR & TOWN COUNCIL
CC: JOE WALTZ

FROM: B. J. WILSON, DIRECTOR OF FINANCE

RE: ADDITIONAL INFORMATION FOR 30 YEAR FIXED TERM

Town Council requested additional information regarding the 30 year fixed term financing during the November 6, 2017 Work Session.

One discussion related to the fund balances of both governmental & enterprise funds. Here are the preliminary balances based on information from our auditor's Mitchell & Company.

	Draft Unrestricted Fund Balance 6/30/17	FY17 Outstanding Obligations	3 Month Reserve	Surplus Above 3-Month Reserve
Governmental Funds	\$7,632,807	\$2,591,532	\$3,527,858	\$1,513,418
Electric	\$5,123,183	\$894,354	\$4,933,613	<\$772,751>
Water	\$5,393,172	\$2,482,842	\$1,276,368	\$315,596
Sewer	\$13,206,216	\$10,532,848	\$1,467,506	\$1,205,862
Refuse	<\$270,068>	\$51,184	\$268,111	<\$589,364>

Please note that these balances are preliminary and are subject to change once the Town receives the finalized version of the Comprehensive Annual Financial Report from Mitchell & Company.

The electric & refuse fund balances are currently below the 3-month reserve. The electric fund balance decreased \$1.2 million from FY16 to FY17 due low revenue from the sales of electric, likely due to the mild winter. The electric rate increase implemented July 1, 2017 will hopefully help replenish the electric fund balance back to the 3-month reserve in FY18. The refuse fund balance although in the negative did increase \$277,692 from FY16 to FY17 and should continue to replenish in FY18.

The water & sewer fund balances have amounts above the 3-month reserve that could be used for other projects. Please keep in mind that the water fund is currently anticipating the construction of parallel water lines in the 522 corridor. The sewer fund is anticipating phase 2 of the WWTP to begin in the near

future, the Town may need to build a pumping station at the I/T Federal site, and the 3-month reserve will grow in FY19 due to the additional expense incurred with paying a full year of debt service on the WWTP upgrade. The 3-month reserve is based on the current annual budget, so as the annual budget increases the necessary amount for the 3-month reserve will increase as well.

The governmental funds have fund balances above the 3-month reserve. Please keep in mind:

- Construction of the Criser Road Bridge may require additional funding for construction
- Police Department Headquarters construction is underway
- Happy Creek Phase II is in preliminary processing
- Construction of West Main Connector is expected to begin in the near future

Please note that every \$1 million borrowed for 30 years at the rate of 2.65% equates to an annual payment of roughly \$48,800. If council chose to use money from fund balances toward the principal balance, the payments could be reduced approximately \$48,800 for each \$1 million.

Below will find summaries of four possible scenarios for the funding of the 30 year fixed term loan. The pages following show a more detailed breakdown of each scenario.

Scenario #1

The General Fund owes the Electric Fund \$600,000 (excluding the FY18 payment budgeted) for the repayment of the loan of the Town Hall Building. Council could elect to take money out of the general fund surplus funds to payback the electric fund; thus freeing up an additional \$150,000 in the annual budget that could be allocated toward the construction of the Police Department and/or Happy Creek Phase II. Based on current assessments/rates, the real estate tax rate would likely need to increase \$0.01 in April 2018, an additional \$0.01 in April 2019, and an additional \$0.005 in April 2020. The Town could begin paying interest & principal on the Police Department immediately. The Town would likely need to pay interest only for two years (totaling about \$290,000) on the debt service for the \$5.5 million with this option.

Scenario #2

The Town could pay interest only on both projects for a period of 4 years each, total interest expense of \$1,746,000. The real estate tax rate would likely need to increase \$0.01 in April 2018, increase \$0.01 in April 2019, & \$0.005 in April 2020. The \$141,390 funding used to pay for debt service paid to the EDA could be allocated toward the projects in FY2022 and the \$150,000 funding used to pay for the internal loan for Town Hall could be used toward the projects in FY2023.

Scenario #3

Immediately begin incurring full debt service payments for both projects beginning in the current fiscal year. The real estate tax rate would need to increase \$0.055 in April 2018. The real estate tax rate could then be reduced about \$0.015 in FY2022 and the funding previously used to repay debt service to the EDA could be allocated to the projects. The real estate tax rate could be reduced about \$0.015 again in April 2023 and the funding previously used to repay the internal loan for the Town Hall could be allocated to the projects.

Scenario #4

The Town could pay interest only on both projects for a period of 5 years, (total interest only - \$2,182,500). Paying interest only for this period would allow the Town to increase the real estate tax rate \$0.05 each year for the next 5 years. Then the funding from the debt service previously paid to the EDA & internal loan for Town Hall could then be allocated to the projects.

SCENARIO #1

- Use the General Fund Balance to payoff the internal loan to the Electric Fund, which frees up \$150,000 in General Fund budgeting that can be allocated to the 30 year fixed term loan.
- Real Estate Tax Increase April 2018 of \$.01 per \$100
- Real Estate Tax Increase April 2019 of \$.01 per \$100
- Real Estate Tax Increase April 2020 of \$0.005 per \$100
- Incorporate funding that was used for paying debt service to the EDA beginning in FY2023
- Interest Only on the \$5.5 million for other project would be paid for FY19 & FY20

Total R/E Tax Increase	\$0.025 per \$100
Total Debt Repayment	\$24,415,550
Year Ending	FY2050

	30 YEAR FIXED TERM			CURRENT DEBT SERVICE			FUNDING							TOTAL FUNDING
	Police HQ Estimated Full Debt Service on \$11 Million (2.65% for 30 Years)	Full Debt Service on \$5.5 Million (2.65% for 30 Years)	TOTAL DEBT SERVICE	Repayment of Loan for Town Hall Building Ending 2022	Debt Service Paid to the EDA Ending 2021	Debt Service WC LRP Ending 2035	Police Dept HQ R/E Tax Allocation Based on FY18 Rates	Funding Previously Used to Repay Debt to Electric Fund	April 2018 \$0.01 R/E Increase	April 2019 \$0.01 R/E Increase	April 2020 \$0.005 R/E Increase	Funding From EDA Debt Service That Ended FY2021		
FY2018	\$268,063		\$268,063	\$150,000	\$141,390	\$148,790	\$ 242,500		\$ 105,000					\$ 347,500
FY2019	\$536,125	\$145,000**Interest Only	\$681,125	\$150,000	\$141,390	\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000				\$ 602,500
FY2020	\$536,125	\$145,000**Interest Only	\$681,125	\$150,000	\$141,390	\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500			\$ 655,000
FY2021	\$536,125	\$268,060	\$804,185	\$150,000	\$141,390	\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500			\$ 655,000
FY2022	\$536,125	\$268,060	\$804,185	\$150,000		\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2023	\$536,125	\$268,060	\$804,185			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2024	\$536,125	\$268,060	\$804,185			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2025	\$536,125	\$268,060	\$804,185			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2026	\$536,125	\$268,060	\$804,185			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2027	\$536,125	\$268,060	\$804,185			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2028	\$536,125	\$268,060	\$804,185			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2029	\$536,125	\$268,060	\$804,185			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2030	\$536,125	\$268,060	\$804,185			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2031	\$536,125	\$268,060	\$804,185			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2032	\$536,125	\$268,060	\$804,185			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2033	\$536,125	\$268,060	\$804,185			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2034	\$536,125	\$268,060	\$804,185			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2035	\$536,125	\$268,060	\$804,185			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2036	\$536,125	\$268,060	\$804,185			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2037	\$536,125	\$268,060	\$804,185			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2038	\$536,125	\$268,060	\$804,185			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2039	\$536,125	\$268,060	\$804,185			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2040	\$536,125	\$268,060	\$804,185			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2041	\$536,125	\$268,060	\$804,185			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2042	\$536,125	\$268,060	\$804,185			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2043	\$536,125	\$268,060	\$804,185			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2044	\$536,125	\$268,060	\$804,185			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2045	\$536,125	\$268,060	\$804,185			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2046	\$536,125	\$268,060	\$804,185			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2047	\$536,125	\$268,060	\$804,185			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2048	\$268,062	\$268,060	\$536,122			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2049		\$268,060	\$268,060			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
FY2050		\$268,060	\$268,060			\$148,790	\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390
TOTAL	\$16,083,750	\$8,331,800	\$24,415,550				\$ 242,500	\$ 150,000	\$ 105,000	\$ 105,000	\$ 52,500	\$ 141,390		\$ 796,390

6



Town of Front Royal, Virginia Work Session Agenda Form

Date: November 20, 2017

Agenda Item: Assignment of Motions to Council Members During a Regular Meeting

Summary: Mayor Tharpe has requested that Council discuss a suggestion to assign a motion to each Council Member for each item listed on the Regular Council Meeting Agenda.

Council Discussion: Council takes desired action

Staff Evaluation: Staff will be available

Budget/Funding: N/A

Legal Evaluation: Town Attorney will be available.

Staff Recommendations: N/A

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

7



Town of Front Royal, Virginia Work Session Agenda Form

Date: November 20, 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 removed this item from their October 16 work session.

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/AE
Clerk of Council

RSN\

Enclosures

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/AE
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

2-26-01
R-9-2001

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 setforth 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.

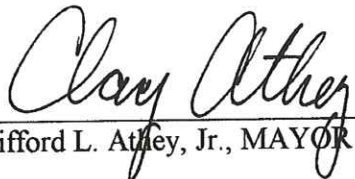
The Town Manager may refuse the request of any landowner to install or construct any particular improvement or agree to an assessment by agreement and refer the matter to Town Council for decision if he determines that the particular installation or construction is not an appropriate use of Town funds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

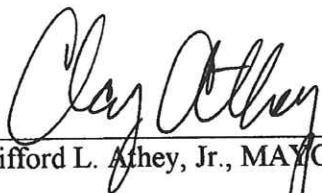
- I. Landowners wishing to voluntarily agree to assessment for the installation or construction of curb, gutter and sidewalk abutting their property along public streets maintained by the Town, may enter into a written agreement, prepared by the Town Attorney, with the Town of Front Royal for said installation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

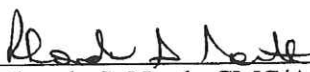
This resolution shall be effective March 1, 2002.

APPROVED:



Clifford L. Athey, 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

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

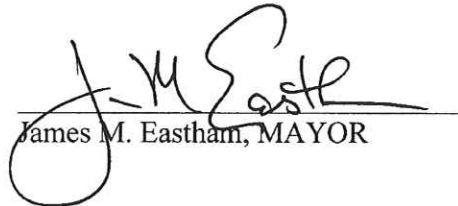
is ratified. Interest will be charged on the unpaid balance at the rate of a one-year U.S. Treasury Bill from the time the improvement is substantially completed. An administrative fee of \$25 will be charged to all landowners applying for improvements by installment payments which shall be paid at the 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 48PROCEDURE 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. 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.

*Resolution
adopted
2004*

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.

8



Town of Front Royal, Virginia Work Session Agenda Form

Date: November 20, 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. Council held a public hearing to receive public input on August 28, 2017. Those minutes are attached. Council removed this discussion at the October 16, 2017 work session. Council removed this item from the November 13, 2017 Regular Meeting.

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

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,

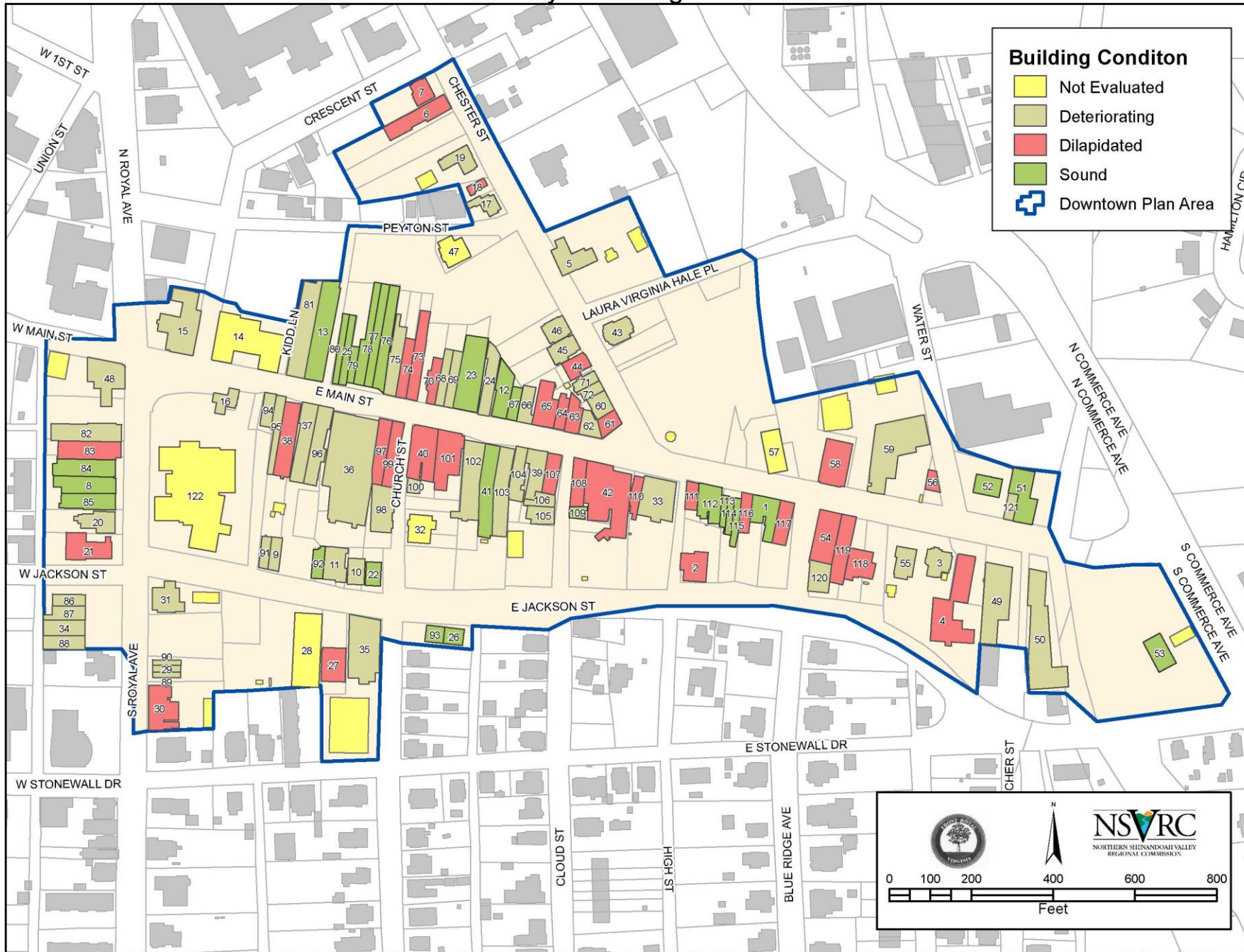
which were issues not just with historic buildings but in some other areas of the Town. The restoration, re-use, rehabilitation of historic structures and façades was a dominant and popular

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.

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

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

53

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

59

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

65

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

78

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

84

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

87

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

92

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

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

98
99 (4) No employee or official of the Town may serve as a Board Member.

100
101 (5) Compensation, meeting dates, voting procedures, officers, term limits and
102 other procedures of the Board of Appeals shall be established in by-laws that
103 are approved by Town Council.

104
105 (6) The Board of Appeals shall be used as the appeals board for the Virginia
106 Maintenance Code and Rental Inspection Program.

107
108 (7) The Board of Appeals shall be reviewed by the Virginia Department of Housing
109 and Community Development.

110
111
112
113 **ARTICLE 2: MAINTENANCE CODE REGULATIONS**

114
115
116 **9-200 ADOPTION OF MAINTENANCE CODE**

117
118 A. To ensure the protection of the public health, safety and welfare, the Town
119 hereby adopts the optional provisions of the Virginia Uniform Building Code,
120 including Part III, Virginia Maintenance Code, future amendments thereto, and
121 including codes incorporated by reference therein, herein also generally referred
122 to generally as the "Maintenance Code," as related to building regulations that
123 facilitate the maintenance, rehabilitation, development and reuse of existing
124 buildings at the least possible cost to ensure the protection of the public health,
125 safety and welfare of Town residents. Furthermore, in accordance with §36-99 of
126 the Code of Virginia, the purpose of this code is to protect the health, safety and
127 welfare of the residents of the Commonwealth of Virginia, provided that buildings
128 and structures should be permitted to be maintained at the least possible cost
129 consistent with recognized standards of health, safety, energy conservation and
130 water conservation, including provision necessary to prevent overcrowding,
131 rodent or insect infestation, and garbage accumulation; and barrier-free
132 provisions for the physically handicapped and aged.

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

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

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

146

147

ARTICLE 3: RENTAL INSPECTIONS

148

149

9-300. FINDINGS.

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

153 A. There is a need to protect the public health, safety and welfare of the occupants
154 of dwelling units inside the residential rental inspection district described and
155 established herein;

156 B. The residential rental dwelling units in the residential rental inspection district
157 are in need of inspection to prevent deterioration, taking into account the
158 number, age and condition of the residential dwelling rental units inside the
159 residential rental inspection district; and

160 C. The inspection of residential rental dwelling units inside the residential rental
161 inspection district is necessary to maintain safe, decent and sanitary living
162 conditions for tenants and other residents living in the residential rental
163 inspection district.

164 D. The Town Council has further found that, for each of the individual residential
165 rental dwelling units described in section 9-301 of this article, one (1) of the
166 following conditions exists:

167 1. There is a need to protect the public health, welfare and safety of the
168 occupants of that individual dwelling unit;

169 2. The individual dwelling unit is either blighted or in the process of
170 deteriorating; or

171 3. There is evidence of violations of the Building Code that affect the safe,
172 decent and sanitary living conditions for tenants living in such individual
173 dwelling unit

174

9-301. APPLICABILITY.

175

176

177 A. The provisions of this article shall apply to all rental dwelling units within a residential
178 rental inspection district designated by Town Council and to individual residential
179 dwelling units outside designated residential rental inspection districts made subject
180 to this article, as provided by Virginia Code § 36-105.1:1(B)(3).

181 B. A residential rental inspection district, as shown on the map labeled "Rental
182 Inspection Districts 20__" and filed in the Town Clerk's office on _____, 20__,

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

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

188 (1) *Reserved*

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

200

201 **9-302. IMPLEMENTATION; NOTIFICATION REQUIREMENT FOR OWNERS.**

202

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

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

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

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

228

229 **9-303. RENTAL CERTIFICATE OF COMPLIANCE REQUIRED.**

230

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

236

237 **9-304. INSPECTIONS, GENERALLY.**

238

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

254 B. Upon a determination that a rental dwelling unit is in compliance with the provisions
255 of the existing structure regulations of the Maintenance Code, a rental certificate of
256 compliance shall be issued to the owner. No certificate shall be issued until all
257 inspection fees are paid. The certificate shall be valid for a term of four (4) years.
258 Upon the initial or periodic inspection of a residential rental dwelling unit subject to
259 this article for compliance with the Maintenance Code, the property shall be exempt
260 from this article's inspection requirements for four (4) years, provided there are no
261 building code violations that affect the safe, decent and sanitary living conditions for
262 the tenants of the residential rental dwelling unit. However, upon the sale of a
263 residential rental dwelling unit, the Maintenance Code Official may perform an
264 inspection of the dwelling unit. Residential rental dwelling units shall be exempt from
265 the inspection requirement of this article for four (4) years from the date of issuance
266 of a certificate of occupancy or rental certificate for the unit by the Maintenance
267 Code Official. Any inspection exemption granted for a rental dwelling unit prior to
268 _____, 20____, shall be valid for the period as initially granted, unless revoked as
269 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.

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

318

319 **9-306. REVOCATION OF EXEMPTION FROM INSPECTION.**

320

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

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

332

333 **9-307. APPEAL.**

334

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

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

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

343

344

ARTICLE 4: GENERAL

345

346 **9-400 NONLIABILITY OF PERSONNEL ENFORCING CHAPTER.**

347

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

356

357 **9-401 VIOLATIONS**

358

359 A. It shall be unlawful for any owner or any other person, firm or corporation to
360 violate any provision of this chapter. Any violation shall be deemed a
361 misdemeanor and any owner or any other person, firm or corporation convicted
362 of a violation shall be punished by a fine of not more than two thousand five
363 hundred dollars (\$2,500.00). In addition, each day the violation continues after
364 conviction or the expiration of the court-ordered abatement period shall constitute
365 a separate offence. If the violation remains uncorrected at the time of conviction,
366 the court shall order the violator to abate or remedy the violation in order to
367 comply with the applicable Code. Except as otherwise provided by the court for
368 good cause shown, any such violator shall abate or remedy the violation within
369 six (6) months of the date of conviction. Each day during which the violation
370 continues after the court-ordered abatement period has ended shall constitute as
371 separate offence. Any person convicted of a second offense, committed within
372 less than five (5) years after a first offence under this chapter shall be punished
373 by confinement in jail for not more than five (5) days and a fine of not less than
374 \$1,000 nor more than \$2,500, either or both. Provided, however, that the
375 provision for confinement in jail shall not be applicable to any person, firm or
376 corporation, when such violation involves a multiple-family dwelling unit. Any
377 person convicted of a second offense committed within a period of five (5) to ten
378 (10) years of a first offense under this chapter shall be punished by a fine of not
379 less than \$500 nor more than \$2,500. Any person convicted of a third or
380 subsequent offense involving the same property committed within ten (10) years
381 of an offense under this chapter after having been at least twice previously
382 convicted, shall be punished by confinement in jail for not more than ten (10)
383 days and a fine of not less than two thousand five hundred dollars (\$2,500.00)
384 nor more than five thousand dollars (\$5,000.00), either or both. No portion of the
385 fine imposed for such third or subsequent offense committed within ten (10)
386 years of an offense under this chapter shall be suspended.

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

389

390 **9-402 PERMIT FEES.**

391

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

397

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

402

403 **9-403 AUTHORITY TO REQUIRE REMOVAL, REPAIR, ETC., OF BUILDING AND** 404 **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 E. Every charge authorized by this section which remains unpaid shall constitute a lien
435 against such property ranking on a parity with liens for unpaid local taxes and
436 enforceable in the same manner as provided Code of Virginia (1950), Title 58.1,
437 Chapter 39, Articles 3 and 4, as amended.
- 438 F. The remedies provided by this section are in addition to, and not in lieu of, any other
439 remedy provided by general law or by the Building Code.
440

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

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

452
453 *Building Code Official* means the person that is employed, contracted, or designated
454 with an agreement from another county, municipality or other agency, that has been
455 appointed by the Town to administer and enforce the applicable provisions of the
456 Building Code, as defined herein.

457
458 *Conditions which immediately affect safe, decent and sanitary living conditions of*
459 *persons occupying a residential rental dwelling unit*, means physical conditions of a
460 residential rental dwelling unit that violate fire safety; lack of or poor condition of sanitary
461 facilities; absence of implied or expressed heating systems or equipment; items which
462 affect the safe operation of electrical and mechanical systems; items which affect
463 structural integrity of the building and/or the ability of the building envelope to keep out
464 weather, or one or more other conditions that if not corrected would be reasonably
465 expected to become conditions that affect the safe, decent and sanitary living conditions
466 of the occupants.

467
468 *Day* means a calendar day.

469
470 *Disqualifying violation* includes those conditions which affect safe, decent and sanitary
471 living conditions of persons occupying a residential rental dwelling unit, or other
472 conditions that violate the provisions of the Virginia Uniform Statewide Building Code, or
473 multiple Building Code violations that indicate in their totality that the dwelling unit is not
474 being properly maintained.

475
476 *Dwelling unit*, means a single unit providing complete, independent living facilities for
477 one or more persons, including permanent provisions for living, sleeping, eating,
478 cooking and sanitation; or, means a building or structure, or part thereof, that is used for
479 a home or residence by one or more persons who maintain a household. The term
480 dwelling unit shall not include hospitals, nursing homes, convalescent homes or similar
481 facilities providing medical care to the aged, infirm or disabled.

482
483 *Family* means one (1) or more persons related by blood, marriage, or adoption, or under
484 approved foster care.

485
486 *Follow-up inspection*, means the inspection of a property made to determine if violations
487 previously cited have been abated.

488
489 *Group home* means a facility for social rehabilitation or substance abuse or mental
490 health problems that contains a group housing arrangement that provides custodial care
491 but does not provide medical care.

492
493 *Initial inspection*, means the first inspection of a residential rental dwelling unit subject to
494 this article.

495

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

498
499 *Maintenance Code Official* means the person that is employed, contracted, or
500 designated with an agreement from another county, municipality or other agency, that
501 has been appointed by the Town to administer and enforce the applicable provisions of
502 the Maintenance Code, as defined herein.

503
504 *Managing agent* means any person having the authority, singly or in combination with
505 another, to enter into an agreement for the occupancy of property subject to this article.

506
507 *Multi-family dwelling*, means a building or structure, or part thereof, that is used by three
508 (3) or more families, each in an individual dwelling unit and living independently of each
509 other.

510
511 *Multiple-family development*, means a building or structure, or part thereof, that is used
512 by ten (10) or more dwelling units on the same premises.

513
514
515 *Owner*, means the person or entity shown on the current real estate assessment books
516 or current real estate assessment records of the Town or the fee simple owner of the
517 property if ownership has changed since such tax assessment records were last
518 updated.

519
520 *Periodic inspection*, means an inspection of a residential rental dwelling unit conducted
521 upon the exemption period for the unit, or after a follow-up inspection which revealed
522 abatement of cited violations.

523
524 *Premises*, a single lot of record under ownership, or multiple contiguous lots of record
525 that are under the same ownership.

526
527 *Rent* means to lease, sublease, let or otherwise grant for consideration the right to
528 occupy a dwelling unit.

529
530 *Residential rental inspection district*, means a rental inspection district designated by the
531 Town council pursuant to this article.

532
533 *Residential rental dwelling unit*, or as generally referred to as a *rental*, means a dwelling
534 unit that is leased or rented to one or more tenants on a month to month basis or for any
535 period in excess of 30 days including, but not limited to, condominiums, manufactured
536 or mobile homes, single-family detached dwellings, duplex dwellings, townhouse
537 dwellings or multifamily dwellings (which shall include efficiency apartments and
538 condominiums). However, a dwelling unit occupied in part by the owner thereof shall not
539 be construed to be a residential rental dwelling unit unless a tenant occupies a part of
540 the dwelling unit which has its own cooking and sleeping areas, and a bathroom, unless
541 otherwise provided in chapter 175, Zoning, by the Town.

542

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

555 -----END

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

559
 560 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."

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
Culpeper ¹	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.

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