

## ARCHITECTURAL REVIEW BOARD

REGULAR MEETING ~ AGENDA ~

Kenneth Luersen, http://www.townofhaymarket.org/ 15000 Washington Street, Suite 100 Haymarket, VA 20169

Wednesday, September 16, 2015

7:00 PM

Council Chambers

## 1. Call to Order

## 2. Citizens Time

## 3. Minutes Approval

i. Architectural Review Board - Regular Meeting - Aug 19, 2015 7:00 PM

## 4. Certificate of Appropriateness

i. 6896 Jockey Club Lane ii. 6705 Madison Street - Roof Replacement & Additional Work

## 5. Town Council Update

## 6. Planning Commission Update

## 7. New Business

## 8. Old Business

i. ARB Task List

## 9. Adjournment



## ARCHITECTURAL REVIEW BOARD

**REGULAR MEETING** ~ MINUTES ~

Kenneth Luersen, http://www.townofhaymarket.org/		000 Washington Street, Suite 100 Haymarket, VA 20169
Wednesday, August 19, 2015	7:00 PM	Council Chambers

A Regular Meeting of the Architectural Review Board of the Town of Haymarket, VA, was held this evening in the Board Room, Commencing at 7:00 PM

Chair Kenneth Luersen called the meeting to order.

## 1. Call to Order

Councilwoman Pam Swinford: Absent, Chair Kenneth Luersen: Present, Architect John Parham: Present, Board Member Susan Edwards: Absent, Board Member Nicole Zimnoch: Present, Board Member Robert Day: Present, Commissioner Connor Leake: Absent.

## 2. Citizens Time

No citizens spoke.

## 3. Minutes Approval

1. Architectural Review Board - Regular Meeting - Jul 15, 2015 7:00 PM Minutes approved with no exceptions.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Robert Day, Board Member
SECONDER:	Nicole Zimnoch, Board Member
AYES:	Kenneth Luersen, John Parham, Nicole Zimnoch, Robert Day
ABSENT:	Pam Swinford, Susan Edwards, Connor Leake

## 4. Certificate of Appropriateness

i. Amend the Agenda

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Robert Day, Board Member
SECONDER:	Nicole Zimnoch, Board Member
AYES:	Kenneth Luersen, John Parham, Nicole Zimnoch, Robert Day
ABSENT:	Pam Swinford, Susan Edwards, Connor Leake

## ii. 6660 Fayette Street - Shed

Approved with no exceptions.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Robert Day, Board Member
SECONDER:	Nicole Zimnoch, Board Member
AYES:	Kenneth Luersen, John Parham, Nicole Zimnoch, Robert Day
ABSENT:	Pam Swinford, Susan Edwards, Connor Leake

### iii. 14881 Washington Street - Demolition of Existing Structure

Mr. Schneider had reached out to the owner/applicant, Ms. Pardo. He recommended to her that she partially demo the building (rear structures) and stabilize the yard. He would like the building official to meet with her and discuss use options. She is agreeable to the alternatives. Staff recommends that the application be amended to approve the Certificate of Appropriateness for the demolition of 14881 Washington Street with the following conditions:

Demolition would be limited to the single story rear addition

3.1

3.1

- Weather proofing of the main building areas exposed by the removal of the rear addition
- Documentation and photo archiving of the rear addition prior to removal
- Recommend that any materials from the demolition be harvested for use in rehabilitating the main structure

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Robert Day, Board Member
SECONDER:	Nicole Zimnoch, Board Member
AYES:	Kenneth Luersen, John Parham, Nicole Zimnoch, Robert Day
ABSENT:	Pam Swinford, Susan Edwards, Connor Leake

### iv. 15315 Washington Street - Sheetz Rebuild

The ARB approved ZP/ COA 2015030 subject to the following conditions:

- 1. Lighting concrete base must be squared
- 2. It must be dressed like either the original brick signage **or**
- 3. It must be dressed like the stone water table of the building

\* Either dressing is at the applicant's discretion.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Robert Day, Board Member
SECONDER:	Nicole Zimnoch, Board Member
AYES:	Kenneth Luersen, John Parham, Nicole Zimnoch, Robert Day
ABSENT:	Pam Swinford, Susan Edwards, Connor Leake

### v. 6630 Jefferson Street (Hulfish House)

Approved with	no exceptions.
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RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Robert Day, Board Member
SECONDER:	Nicole Zimnoch, Board Member
AYES:	Kenneth Luersen, John Parham, Nicole Zimnoch, Robert Day
ABSENT:	Pam Swinford, Susan Edwards, Connor Leake

## 5. Town Council Update

Town Council Liaison Pam Swinford has resigned from both Town Council as well as the Architectural Review Board. Her position is now vacant on both Boards.

There is no update at this time.

## 6. Planning Commission Update

Connor Leake has been appointed the Planning Commission Liaison. Unfortunately due to a prior engagement, Mr. Leake was unable to attend tonight's meeting.

There is no update from the Planning Commission at this time.

## 7. New Business

### i. 15025 Washington Street - Museum Volunteers

Denise Hall, Main Street Coordinator with the Town of Haymarket is seeking volunteers from the Architectural Review Board to docent at the Museum on Saturday's and Sunday's from 11 am until 2 pm. There is a sign-up sheet available at Town Hall or you can contact Denise directly.

## ii. Town Planner Update

Marchant Schneider the Town Planner/Zoning Administrator briefs the ARB on the following new business:

15240 Washington Street - The Fauquier Bank Drive Thru Window

The Fauquier Bank is removing their drive thru window for security reasons. After speaking with Chair Luersen it was decided that administratively I could move forward and approve the changes. The drive thru window will be replaced with the brick to match the current brick facade which will create a solid wall.

14941 Washington Street - Gainesville/Haymarket Firehouse

I met with Stergio Zissios owner of Blue Valley Winery in Delaplane, VA as well as the owner of the old firehouse here in Town. He would like to do a third story roof top seating area on the building. He would of course keep the firehouse theme. Also, re-using the bungalow and leasing it out to a couple of former employees of The Very Thing. What Mr. Zissios would like to possibly see is some type of incentives from Council.

## 8. Old Business

## i. ARB Task List

Chair Luersen will update the ARB on the Task List.

I will add the Welcome Signs to next months agenda once we have a full board.

## 9. Adjournment

## 1. Motion to Adjourn

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Nicole Zimnoch, Board Member
SECONDER:	Robert Day, Board Member
AYES:	Kenneth Luersen, John Parham, Nicole Zimnoch, Robert Day
ABSENT:	Pam Swinford, Susan Edwards, Connor Leake

Submitted:

Approved:

Denise Hall, ARB Clerk

Ken Luersen, ARB Chair



TO:Architectural Review BoardSUBJECT:6896 Jockey Club LaneDATE:09/16/15

Mr. Glen Baker home owner at 6896 Jockey Club Lane is requesting a Certificate of Appropriateness for a shed to be built of wood with vinyl siding.

#### ATTACHMENTS:

• 6896 Jockey Club Lane - Shed (PDF)

Z P2015 - 05 4.	1.a
SEP 1 4 2015 The Town of Established in 1799	
IN OF HAYMARKET ZONING PERMIT APPLICATION	
ZONING PERMIT #: ZP2015-033	
NOTE: This application must be filled out completely and all components of submission requirements must be met before the application can be accepted and scheduled for review/hearing.	
<b>ZONING ACTIVITY:</b> New Construction Alteration/Repair Addition Sign (See Spec sheet) (Check all that apply) New Tenant/Use Change of Use Relocation NAME OF BUSINESS/APPLICANT:	(2555 : 6896 Jockev Club Lane)
PROPOSED USE: UTILITY SHED Size (Sq. Ft./Length) of Construction: 12498 10 9404	
SITE ADDRESS: 6896 JECKEY CLUB LANC Parcel ID #:	cke
Subdivision Name: GALLEN HILL CRUSSING Lot Size: 073 ALRE	0 Jo
<b>ZONING DISTRICT:</b> $\square$ R-1 $\square$ R-2 $\square$ B-1 $\square$ B-2 $\square$ I-1 $\square$ C-1 Site Plan Required: $\square$ Yes $\square$ No	. 689
Special Use Permit Required: Ves No Homeowners Association (HOA) Approval: Ves No -/*	C 2555
Off-street Parking: Spaces Required: Spaces Provided: Re	
BRIEF DESCRIPTION OF ACTIVITY: (i.e. previous use, height/length of fencing, deck specs, etc.) BSIID + SHED 12+20+10 OF COOD GIFL UNG SIDING, GAISIE STYLE	Club Lane - Shed
Supporting Documentation (attached): A Narrative A Plan/Plat Specification Sheet FEE: \$25.00 Residential \$50.00 Commercial	>
<b>CERTIFICATE OF APPROPRIATENESS</b>	ient: 68
ADDITIONAL DESCRIPTION: (i.e. color, type of material, font style, etc. See Sign Spec Sheet for Signage detail)	achm
	Att

7 7

Supporting Documentation (attached): Specification Sheet D Photograph(s)

PERMIT HOL	DER INFORMATION	PROPERTY OWNER INFORMATION
Name	SAME	Name 6896 Jacket CluB
Address		Address HAMMADLE VA 20169
City	State Zip	City State Zip 5717556372 XCARFORDAL Lan
Phone#	Email	Phone# Email Packet Pg. 6
		XCARNY 9 Tav AOT

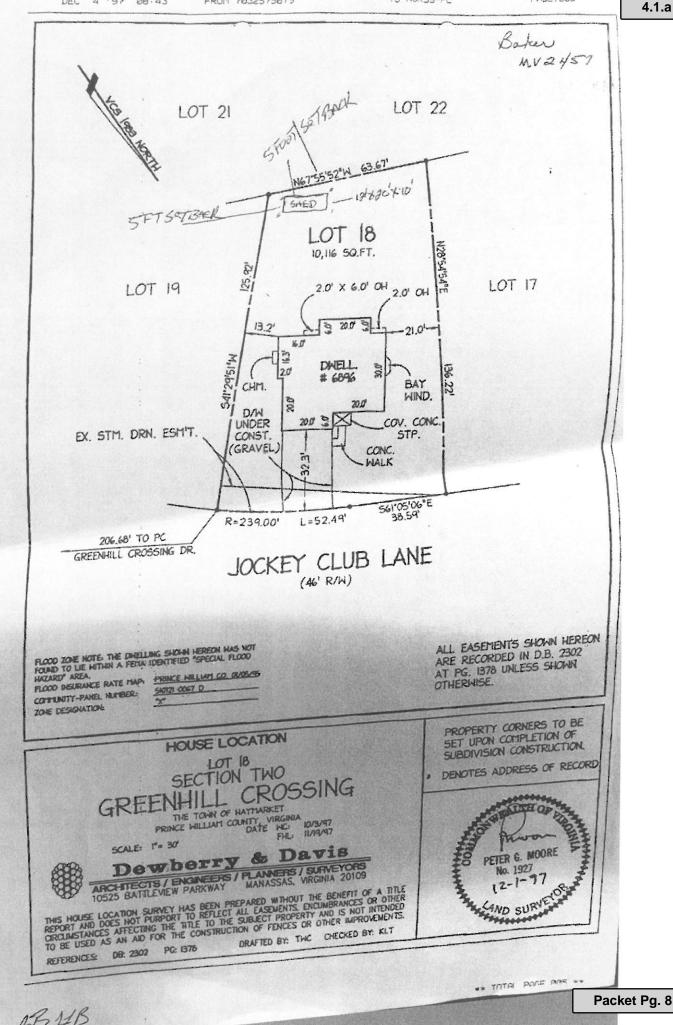
GARDEN / UTILITY SHED

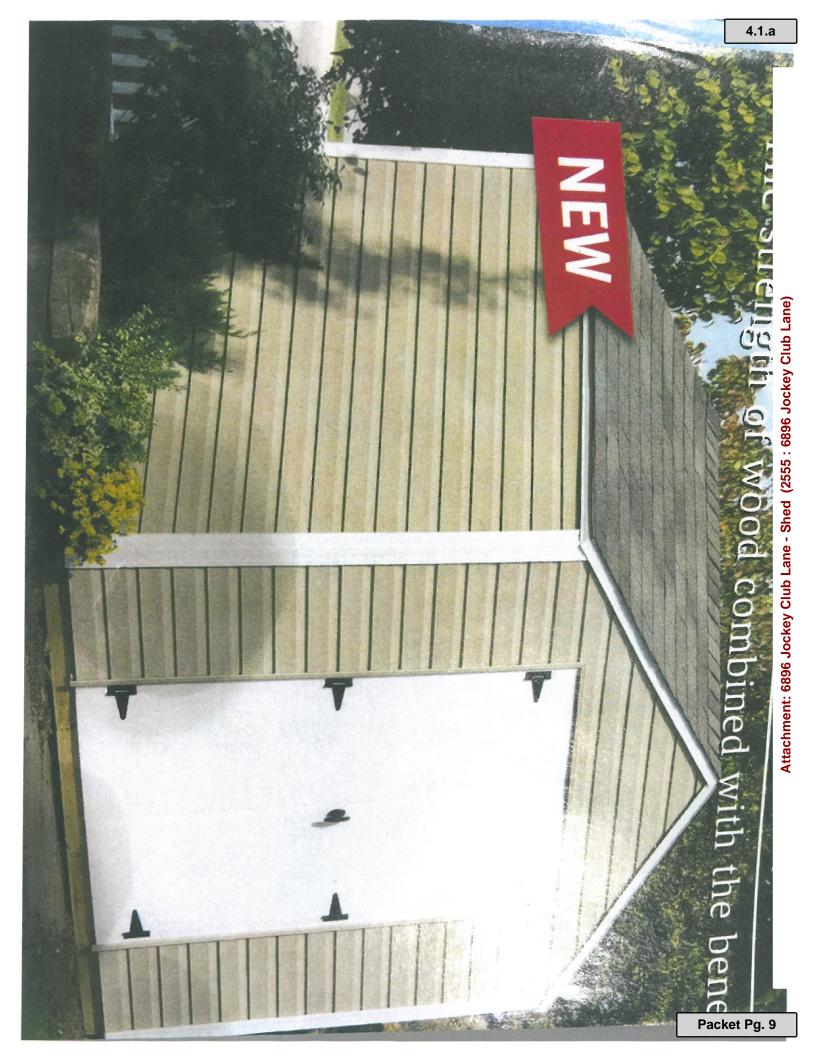
TO BUILD A SHED 12X20X12 AT THE LEFT REAR CORNER ON PLOT WITH 5 FOOT SET BACK ON SIDE AND 5 FOOT SET BACK FROM REAR PROPERTY LINES. GREENRY TO BE PLANTED ALONG THE BACK SIDE AND LEFT SIDES.

SHED TO BE CONSTRUCTED OUT OF WOOD WITH LOW MAINTANCE VINYLE SIDING. FIRST CHOICE OF COLOR IS CLAY SECOND CHOICE TAN. 7X8 GARAGE STYLE OR ROLL UP DOOR TO BE USED ON THE RIGHT SIDE WALL AND 1 ENTRY DOOR WITH 2 WINDOWS TO BE USED ON THE FRONT FACING WALL. FLOOR WILL BE CONTRUCTED OUT OF WOOD AS WELL.

GLENN BAKER 6896 JOCKEY CLUB LANE HAYMARKET VA 20169

CELL 5712886322 HOME 7037539440



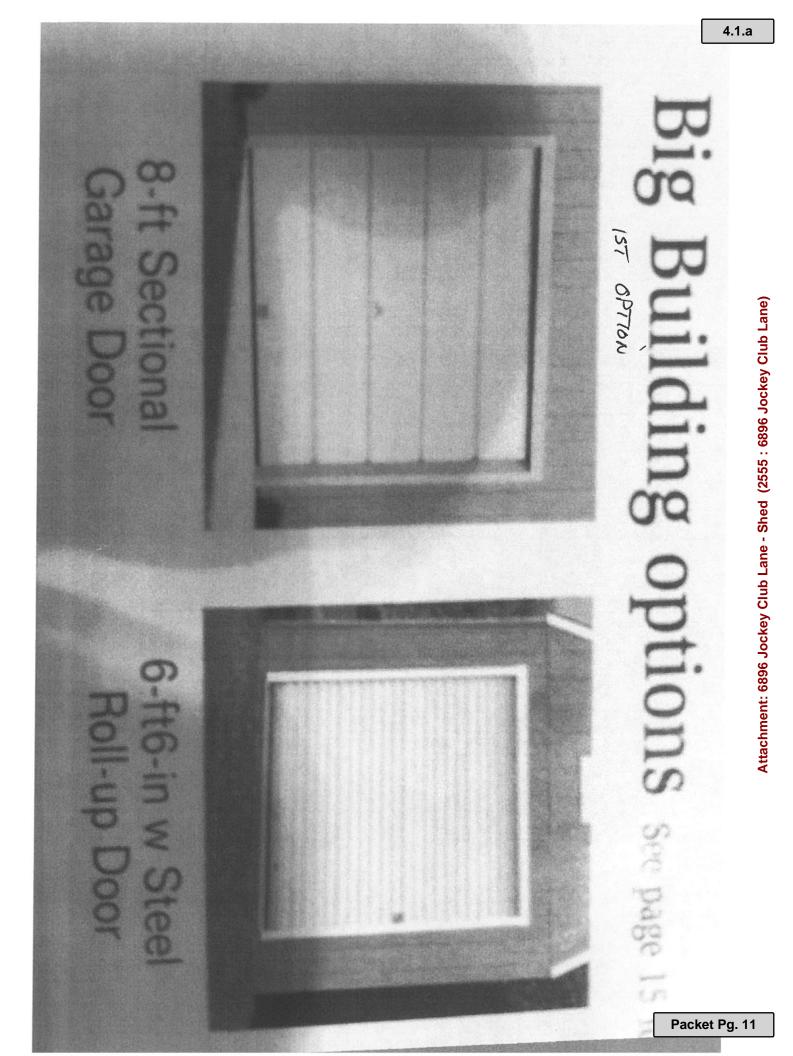


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Packet Pg. 10



		1 9.29 m².	Asphalt or fiberglass shingles: 3 bundles cover 100 sq. ft. ‡Tejas de asfaito o fibra de vidrio: 3 paquetes cubren 9.29 m²	es; 3 bund	tiberglass shingle	ilt or
2.5	1	12-ft x 12-ft (3,66 m x 3,66 m)	12-ft x 12-ft x 10-ft (3.66 m x 3.66 m x 3.05 m)	0		
2.5	1	12-ft x 10-ft (3,66 m x 3,05 m)	12-ft x 10-ft x 9-ft6-in (3,66 m x 3,05 m x 2,89 m)	8	Gentry	
4	1	12-ft x 24-ft (3,66 m x 7,32 m)	12-ft x 24-ft x 10-ft (3,66 m x 7,32 m x 3,05 m)	c		
- w	1	12-ft x 20-ft (3,66 m x 6,10 m)	12-ft x 20-ft x 10-ft (3,66 m x 6,10 m x 3,05 m)	0	J	
ω	1	12-ft x 16-ft (3,66 m x 4,88 m)	12-ft x 16-ft x 10-ft (3,66 m x 4,88 m x 3,05 m)	0		
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4	-	12-ft x 24-ft (3,66 m x 7,32 m)	C 12-ft x 24-ft x 11-ft 6-in (3,66 m x 7,32 m x 3.50 m)	С		
ω	1	12-ft x 20-ft (3,66 m x 6,10 m)	C 12-ft x 20-ft x 11-ft 6-in (3,66 m x 6,10 m x 3,50 m)	C		1
ω	1	12-ft x 16-ft (3,66 m x 4,88 m)	C 12-ft x 16-ft x 11-ft 6-in (3,66 m x 4,88 m x 3,50 m)	0		1
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ω	1	m) 10-ft x 16-ft (3,05 m x 4,88 m)	C 10-ft x 16-ft x 11-ft 1.625-in (3.05 m x 4.88 m x 3.35			
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N	1	1) 10-ft x 10-ft (3,05 m x 3,05 m)	B 10-ft x 10-ft x 11-ft 1.625-in (3.05 m x 3.05 m x 3.35 m)		8 Estate	
				ries Se	SE	
2	1	11-ft 9-in x 8-ft (3,66 m x 2.44 m)	B 12-ft x 8-ft x 8-ft 5-in (3,66 m x 2,44 m x 2,59 m)	ord	7 Stratford	_



TO:Architectural Review BoardSUBJECT:6705 Madison Street - Roof Replacement & Additional WorkDATE:09/16/15

Sandra Powell home owner at 6705 Madison Street would like a Certificate of Appropriateness to replace the roof on her home and change the current color as well as paint her home and replace the rear windows and shutters.

#### ATTACHMENTS:

• 6705 Madison Street - Replace Roof- Paint Shutters & House (PDF)





2P2015.03

SEP 1 4 2015

## ZONING PERMIT APPLICATION OF HAYMARKET ZONING PERMIT #: \_ZP2015-034

NOTE: This application must be filled out completely and all components of submission requirements must be met before the application can be accepted and scheduled for review/hearing.

	<ul> <li>New Construction</li> <li>New Tenant/Use</li> </ul>		Addition	□Sign (See Spec sheet)
		Change of Use	Relocation	e.
NAME OF BUSINES	SS/APPLICANT: Sandra	K. POWell		
PROPOSED USE:	Residential	Size (Sq.	Ft./Length) of	Construction: 25' x 50' - house
SITE ADDRESS:	6705 Madison St., Ha	ymarket, VA 20169		ID #:
Subdivision Name:	N/A			e:
ZONING DISTRICT:	🖿 R-1 🔲 R-2 🔲 B-	1 🛛 B-2 🔍 I-1 🖵 C-:	1 Site Pla	an Required: 🔲 Yes 🔳 No
Special Use Permit	Required: 🛛 Yes 🗋 N	o Homeowners	Association (He	OA) Approval: 🗖 Yes 🔳 No
Off-street Parking:	Spaces Required:	Sr	baces Provided	:
BRIEF DESCRIPTION	<b>OF ACTIVITY:</b> ( <i>i.e. previ</i>	ous use, height/length o	f fencing,deck sp Lso Replace	ing BACK WINDOWS & SUTTER
Roor Color	2 - WEATHEREd	Wood OR BARK	cusard	y and smaller game,
	URRENTLY White			TAN (Beija)
	entation ( <i>attached</i> ): 🔳 Na			
	FEE: 🗎 \$25.00	Residential 🗖 \$50	.00 Commer	cial $PAIDSEP 14 201$

## **CERTIFICATE OF APPROPRIATENESS**

ADDITIONAL DESCRIPTION: (i.e. color, type of material, font style, etc. See Sign Spec Sheet for Signage detail)

Supporting Documentation (*attached*): 
Specification Sheet 
Photograph(s)

PERMIT HOLDER INFORMATION	PROPERTY OWNER INFOR Sandra k. Powell	RMATION
Name 6886 Wellington Rd.	<sub>Name</sub> 6705 Madison St.	
MANASSAS VA 20109	Address Haymarket, VA 20169	
City State Zip 703.753.4585	City State 703-754-7595 s	Zip sandy.powell@vdot.virginia
Phone# Email INFO@PEAKROOFINGCONTRACTORS. C	Phone#	Email Packet Pg. 1

APPLICANT / PROPERTY OWN	ER SIGNATURE	*****REQUIRED*****					
I, as owner or authorized agent for the above-referenced parcel, do hereby certify that I have the authority to ma foregoing application and that the information provided herein is correct. Construction of improvements described and as shown on the attached plat, plan and/or specifications will comply with the ordinances of the Town of Hayn and any additional restrictions and/or conditions prescribed by the Architectural Review Board (ARB), Pla Commission, or the Town Council and all other applicable laws. Applicant Signature Property Owner Signature							
***OFFICE USE ONLY***         Date Filed: 09/14/15         Date Filed: 09/14/15         Date TO ZONING ADMINISTRATOR:							
	TABLED UNTIL:	DEFERRED UNTIL:					
CONDITIONS:	SIGNATURE	PRINT					
DATE TO ARCHITECTURAL	REVIEW BOARD (AR	B):					
	TABLED UNTIL:	DEFERRED UNTIL:					
CONDITIONS:	SIGNATURE	PRINT					
DATE TO TOWN COUNCIL (	IF APPLICABLE):						
		DEFERRED UNTIL:					
TOWN COUNCIL {where required):							
CONDITIONS:	SIGNATURE	PRINT					



### Exhibit A

#### The Work

The Contractor shall furnish all labor, materials and equipment necessary to:

### **\*PLEASE WRITE YES OR NO NEXT TO PRICE AND INITIAL**

## **ROOF REPLACEMENT**

- 1. Remove existing 2 layers of shingles and underlying felts to original roof deck. In the event during removal a third layer of shingles is found an additional cost will be charged at a rate of \$15.00 per square foot. A change order will be provided to homeowner at that time for signature.
- Inspect roof decking for rotted/defective wood. Replace as needed at an additional cost of \$55 per regular plywood sheet and/or \$7.00 per 1x4 & 1x6 board foot and/or \$10.00 per 1x8 & 1x10 board foot and/or \$65 per sheet for Fire Retardant Treated plywood (FRT) replacement depending on style of decking.
- 3. 1-sheet of plywood is already included.
- 4. Install new F8 019 aluminum drip edge along gutter/roof eaves.
- 5. Install **ice and water** shield along all walls, penetrations, chimneys, valleys and gutter lines to closely follow building codes and manufacturer's guidelines.
- 6. Install "GAF" Tiger Paw synthetic roofing underlayment over entire roof deck.
- 7. Install "GAF" Pro Start starter shingles along all roof rakes and eaves.
- 8. Install "GAF" Timberline HDasphalt shingles in a style and color selected by homeowner.
- 9. Install 2-new Ultimate pipe collars embedded in asphalt roof cement.
- 10. Remove and replace chimney, step and apron flashings with new baked on enamel aluminum flashing details on all roof/wall intersections.
- 11. Install new baked on enamel aluminum custom fabricated counter flashing at all roof/wall intersections.
- 12. Remove and replace (1) flapper vent.
- 13. Replace cap shingles utilizing "Cobra Ridge vent" shingle over ridge vent.
- 14. Install "GAF" Seal-A-Ridge cap shingles.
- 15. Seal all flashings with color coordinated "Vulkem" 116 polyurethane sealant.
- 16. Remove debris from gutters & down spouts and re-secure gutters and down spouts as needed.

\*Please note: In the event aluminum gutter screens are removed and reinstalled; we will not be responsible for any damage occurred to the aluminum screens during removal and/or reinstallation.

- 17. Remove all job related debris; leave the work area in "broom clean" condition upon completion. Contractor will run a magnet over the work site.
- 18. Provide "GAF" Systems Plus warranty.

Price Timberline HD.....

*Please note: Contractor is not responsible for nail pops that occur during any roof/siding/gutter/window replacements.* 

Homeowner is responsible for removing interior/exterior wall hangings and any damage will be the responsibility of the homeowner. \_\_\_\_\_\_Initial

- ✓ A dump trailer will be onsite for daily removal of project debris and will be disposed of at completion of job.
- ✓ A project foreman will be onsite to oversee that all stipulations are kept intact and address any questions/concerns that may arise. His information will be given to homeowner at the commencement of job.





### Siding Replacement

1. Remove existing aluminum siding and shutters.

2. Install Tyvek house wrap to receive vinyl siding.

3. Install "CertainTeed" Cedar Boards .052 insulated vinyl siding in a color selected by homeowner. D6

4. Install all accessories associated with siding installation in a color coordinated with siding selection. I.e.: light blocks, split minis, dryer vents.

6. Apply sealants to newly installed siding to properly seal joints and terminations.

7. Install (4) pairs of panel shutters. (Louvered)

8. Inspect fascia boards for any defective/rotted wood. Replace only as necessary for an additional cost of **\$10.00** per foot. \*Homeowner's authorization will be received prior to board replacement.

9. Install PVC coated .019 aluminum cladding to fascia, rake boards, and rear patio frame in a color selected by homeowner.

10. Apply sealants as needed to properly seal joints and terminations.

11. Cut 2" holes throughout entire soffit area.

12.Install fully vented vinyl soffit panels to soffit on fascia and rake area in a color selected by homeowner.

13.Apply sealants as needed to properly seal joints and terminations.

14. Remove all debris resulting from the Work and leave the work area in "broom clean" condition upon completion. Contractor will run a magnet over the work site.

Price.....

### **Gutter Replacement**

1. Remove all existing gutters and downspouts.

2. Inspect fascia boards for rotted/defective wood. Replace as need at an additional cost of \$10 per foot. \*Approval of homeowner will be received before proceeding. 3. Install new 5" - .032 seamless baked enamel aluminum gutters utilizing hidden hangers with 2x3" down spouts in a color selected by homeowner.

4. All end cap seams will be caulked utilizing "Geocel" gutter sealant.

5. Clean all job related debris.

Gutter Price .....



- 1. Remove 4-existing windows. (Rear side of house)
- 2. Inspect window trim/sill and/or brick mold trim for rotted/defective wood. Replace as needed at an additional cost of **\$8.00** per foot.
- 3. Install 4-new "Atrium" 8700 series Energy Star rated vinyl double hung windows.
- Features (1-Twin double hung window and 2-single double hung)
  - a. 7/8" insulated glass provides exceptional thermal performance in any climate
  - b. Low E and insulating Argon gas provide superior thermal performance that is Energy Star rated
  - c. Fusion welded sash and frame corners
  - d. Aluminum reinforced, multi-cavity construction provides additional thermal performance and structural integrity
  - e. Positive-action cam lock enhances safety
  - f. Constant force/coil balance system
  - g. Each window individually registered for expedient replacement parts identification
  - h. Sloped sill reduces air infiltration and allows for easy water run-off
  - i. Interlocking Sashes help seal out drafts
  - j. Dual-fin weather-stripping helps reduce air filtration
  - k. Slim-line lift rails make it easy to operate the sashes
  - *I.* Spring-loaded night latches for a comforting sense of security (On Double Hung Windows Only)
  - m. Half Screen Standard (On Double Hung Windows Only)
  - n. Double Hung Jamb Depth: 3 1/4"; Overall Frame Width: 3 2/3"
  - o. Double Hung: DP Rating R50 (window size tested 36" X 74")
  - p. Standard 5/8" Flat Grid or Upgrade to 1" Contoured Grid included

8700 Upgraded Features

- q. Beveled mainframe
- r. Beveled exterior frame (Also 8500 series)
- s. 25-year glass breakage warranty
- t. Full screen is standard
- u. Rounded sashes
- 4. Install white PVC coated aluminum cladding to exterior of each newly installed window.
- 5. Install quad sealants to properly seal each newly installed window.
- 6. Remove all job related debris.
- 7. A project foreman will be onsite to oversee that all stipulations are kept intact and address any questions/concerns that may arise.
- 8.

Price.....

Homeowner certifies that home was built in \_\_\_\_\_. Initial Because your home was built prior to 1978 the EPA has implemented a new law and testing is required before any work is to be performed. The cost for this will be \$75 and if lead is detected; the price to extract lead will be \$70 per window to follow new EPA guidelines and a change order will be provided and is due prior to lead extraction. \_\_\_\_\_ Initial

Please note: Contractor is not responsible for nail pops that occur during any roof/siding/gutter/window replacements. Homeowner is responsible for removing interior/exterior wall hangings and any damage will be the responsibility of the homeowner. Window blinds and/or window treatments removal/reinstallation will be the responsibility of the homeowner. \_\_\_\_\_\_Initial



6. **Warranty**: The Contractor warrants to the Owner (1) materials and equipment furnished under this Contract will be new and of good quality; (2) the workmanship will be free from defects for **10 years** from **the date of roof, siding, gutter replacement** completion provided all sums due hereunder have been timely paid when due; and (3) the Work will conform to the requirements of the Contract Documents. All material warranties shall be limited solely to the warranty provided by the material manufacture.

7A. **Entire Agreement**: This agreement, and any addendum in writing, shall constitute the entire agreement between the parties. Both parties acknowledge that they have read and received a complete legible copy of this contract.

7B. In the event of non-payment or default by the Owner, the Contractor shall be entitled to interest at the rate of 1.5% per month on past due payments and recovery of its costs of collection of outstanding payments. \_\_\_\_\_ Initial

7C. In the event either party institutes legal action to enforce any of the provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover any and all legal fees it incurred in enforcing this Agreement. The judge or arbiter who presides over any such legal action shall have the authority to determine which party was the prevailing party, if any, and the amount of attorney's fees to be awarded. \_\_\_\_\_ Initial

THE OWNER AND CONTRACTOR, INTENDING TO BE LEGALLY BOUND, HAVE SIGNED THIS CONTRACT:

By: **Contractor:** Peak Roofing Contractors, Inc.

By: James Shipe Class A Contractor 2705 115445A

Please note: We will limit the disturbances to a minimal but the work specified will require removal of permanently attached materials. Peak Roofing will not be responsible for small plantings, small limbs on shrubs or trees, dimples or small oil stains on walks and/or pavement, minor scratches/gouges on decks, minor nail pops and/or cracks in drywall, or debris in the attic area. Initial\_\_\_\_\_

If you decide to have Peak perform the work specified please sign/date and return one copy of all pages of the proposal with the required deposit; upon receipt we will contact you regarding scheduling. Initial the appropriate areas as well as circle any options provided.

## **Owner: Sandy Powell**



Date:



1. Changes Orders: The Owner shall have the right to order "Change Orders" in the Work in keeping with the general scope of the Work by written request. The Contractor shall not be obligated to perform any work in connection with requested Change Orders until there is a written agreement on the price and time adjustment necessitated by the Change Order. Any modification to this Home Improvement Contract which changes the cost, materials, work to be performed, or estimated completion date must be in writing and signed by the Contractor and Owner. 2. Contractor Responsibilities:

a) The Contractor shall comply with all applicable requirements of building codes and permits, inspections and zoning ordinances.

b)Unless otherwise specified, all material shall be new and free of defects and be of good quality as determined by industry standards. Workmanship shall be of good quality as judged by accepted trade practices.

c) The Contractor agrees that all workers shall be covered by applicable Workers Compensation insurance.

d) The Contractor shall be responsible for the payment of all sales and use taxes, excise taxes, and payroll taxes relating to the Work.

e) The Contractor will correct any defective or non-conforming material or workmanship performed by Contractor, its subcontractors or agents. f) The Contractor will promptly pay all subcontractors, workers and material suppliers.

g) The Contractor will deliver all manufacturers' warranties to the Owner upon receipt of final payment of the Price, withal adjustments. The Contractor makes no warranties other than those set forth in this Home Improvement Contract. There are no implied warranties of merchantability and fitness for particular purpose. They are hereby excluded.

#### Owner Responsibilities:

a)The Owner has full responsibility for the following conditions and represents to the Contractor that the improvements contemplated in the Work (i) are not in violation of any covenant, rule, regulation, restriction, proffer or zoning or other ordinance, under local governmental law, property owners association, or other person or entity having legal claim or authority, (ii) do not constitute an encroachment on any property interests of another, and (iii) will not involve contact with asbestos containing materials, polychlorinated biphenyl (PCBs), lead or other materials the treatment or removal of which requires special permits.

b) The owner shall be responsible for the cost of any required permits, fees, surveys, variances or special exceptions required for the Work.
 c) The Owner will not, during the performance of the Work, employ other contractors or workers or direct any work or make any request arrangement of contract for any additional work from any of subcontractors or workers employed by the Contractor without the Contractor's prior consent.

d) The Owner shall obtain all homeowner's association approvals, if required, and contractor shall not be liable for work which is not in conformance with homeowner association rules and regulations. The Price of the Work to redo work to obtain conformance with homeowner's association rules and regulations shall be an extra to this contract.

#### 4. Unforeseen Conditions.

The Contractor has competitively estimated the cost of the Work under the assumption of normal job and site conditions in order to provide the Owner with the lowest reasonable Price. In the event that, during the course of the Work, local Building Code Enforcement officials require changes or modifications or the Contractor encounters unforeseen job or site conditions, including defective or deteriorating structural surfaces, not readily ascertained or disclosed by examination of the Work area at the time this Contract is signed, the Contractor shall give the Owner prompt notice of the condition, provide the Owner an opportunity to examine the same, and prepare an estimate of additional costs. The Price of the Work and time of performance shall be equitably adjusted to reflect the conditions encountered.

#### 5. Miscellaneous Provisions:

a) If the Contractor shall default in its obligation by persistently failing or neglecting to perform the Work after having received written notice from the Owner, the Owner may give the Contractor ten (10) days written notice of their intent to terminate this Contract. If the Contractor has not initiated immediate remedial action within the ten day period, the Owner may terminate this Contract.

 b) In the event that the Owner fails to make a Scheduled Payment when due the Contractor shall have the right to immediately suspend performance. If the failure of the Owner to make payment continues for a period ten (10) days, the Contractor may terminate this Contract by written notice to the Owner.
 c) In the event of non-payment or default by the Owner, the Contractor shall be entitled to interest at the rate of 1.5% per month on past due payments and recovery of its costs of collection of outstanding payments.

d) In the event either party institutes legal action to enforce any of the provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover any and all legal fees it incurred in enforcing this Agreement. The judge or arbiter who presides over any such legal action shall have the authority to determine which party was the prevailing party, if any, and the amount of attorney's fees to be awarded.

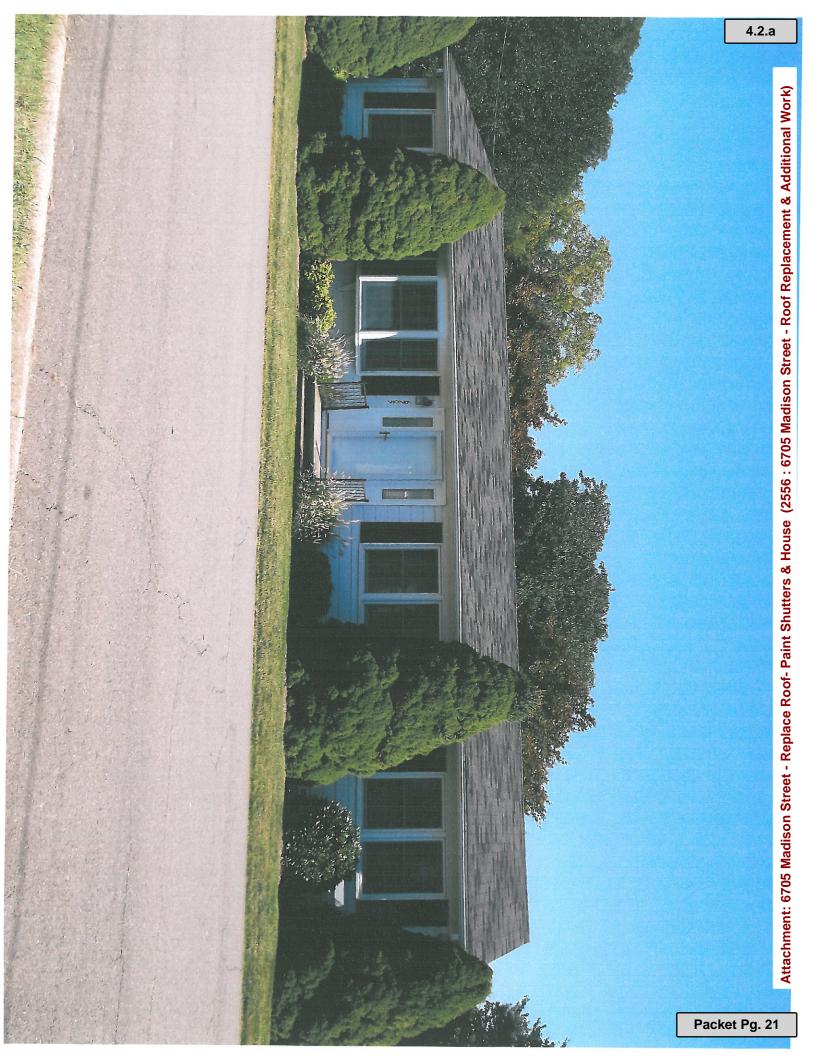
e) Owner shall provide, at its expense, all electricity, water, and utilities on-site for the operation of power tools and equipment necessary for the execution and completion of Contractor's work.

f) Contractor may in its discretion, change or substitute any materials to be used in the Work; provided, however, all substituted materials shall be of equal kind and quality. All surplus materials shall remain the property of the Contractor with the exception of shingles.

g) This offer of the Contractor is valid for thirty (30) days from presentation, if this contract is not accepted and returned in thirty (30) days the offer shall be deemed to have been revoked.

6.Termination: Contractor will have the right to terminate this Agreement without penalty: (i) prior to initiating the work on the Project, or (ii) in the event the Owner interferes in any material manner with Contractor's prosecution of the work; or (iii) the Owner fails to timely make any payment due under this Agreement. Owner shall have the right to cancel this Agreement as provided.

In the event of termination or cancellation Contractor shall be entitled to the costs of materials ordered or delivered to the home, and labor costs plus twenty-five (25%) of said costs. In the event special order products have been ordered requiring a deposit, Owner agrees to reimburse Contractor for all costs and expenses at the time of termination.\_\_\_\_\_\_INITIAL



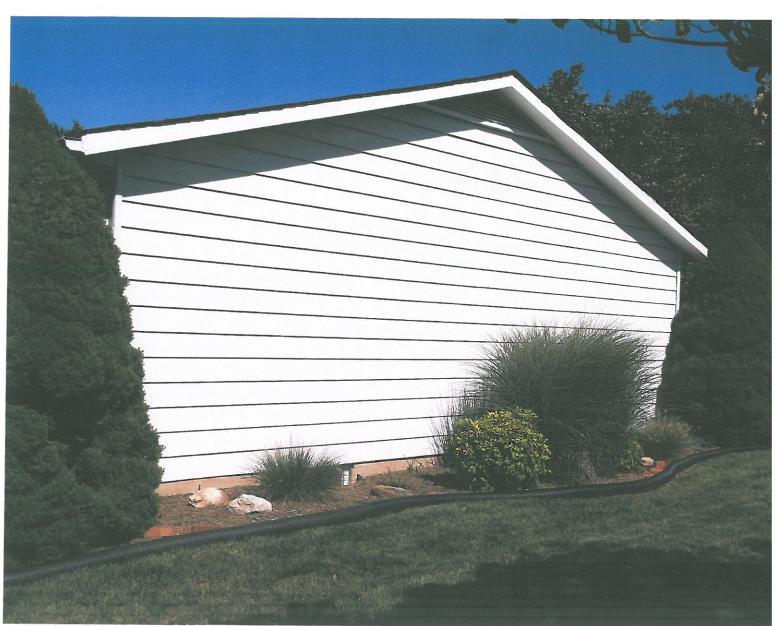
















TO:Architectural Review BoardSUBJECT:ARB Task ListDATE:09/16/15

Chair Luersen will update the ARB on the Task List.

Task Description	Owner	Date	Status	Chronologic Detail
		Started		
Welcome Signs at Town	Luersen	Aug. 2012	Open	???? – Task Created
entrance				Aug. 2012 – Tabled 'til next meeting
				Sep. 2012 – Board to review other towns signs via internet and prepare for Oct. 2012 concept discussion.
				Oct. 2012 – Concept Created. Ken to create formal ARB request package for town council. ARB review set for Nov. 2012. Packet submission to town council set for Dec. 2012 town meeting
				Nov. 2012 – ARB requested that town properties be included in package. ARB moved to submit document to Town council at the December TC meeting after changes are made.
				Dec. 2012 – Task tabled for the holidays
				Jan. 2013 – Town Council approved the concept and requested ARB to move forward with sign designs and costing. Next step. Get VDOT correspondence started and a list of road sign manufacturers.
				Feb. 2013 – Got feedback from VDOT to what concepts are possible and procedures to apply for right of way use. Also got POC's for PWC's sign designer/builder. Asked Marchant to contact Leesburg to request cost for their stone sign structure on 15 at the south entrance.
				<ul> <li>Mar. 2013 – Luersen will be meeting with Bud Craiger, PWC sign designer, on March 22 to discuss fabrication costs.</li> <li>Marchant to initiate Leeseburg costs for Stone sign and landscaping costs for their sign at the south Rt15 entrance.</li> </ul>
				Apr. 2013 – Bud Craiger to develop sign design/costs/time frame packet to ARB. No delivery date was set. Luersen to keep communications with Bud to determine a delivery date for the packet. Marchant talking with Leesburg and will be getting the RFP quotes for us to use as reference costs.

Task Description	Owner	Date	Status	Chronologic Detail
		Started		
				May 2013 – Got two drawings from Bud's group. Comments requested during meeting
				June 2013 – Luersen to reach out to Bud Crager to reignite
				progress
				<b>July 2013</b> – No change
				Aug. 2013 – Luersen reached out to Bud Craiger to start back up after Summer Vacation
				Sep. 2013 – Bud said review sign types and we can meet again to develop costing figures.
				Oct. 2013 – Luersen to meet with Jenifer to get sign count for Town owned buildings and give Bud Craiger details to make up the build plan.
				Nov. 2013 – Luersen met with Jenifer and determined that only the Museum needed to be updated. Luersen working with Craiger to use the new town Logo. Craiger waiting to receive the Logo from Luersen.
				Dec. 2013 – No Change. Luersen still to follow up.
				Jan. 2014 – No Change. Luersen still to follow up.
				Feb. 2014 – No Change. Luersen still to follow up.
				Mar. 2014 – No Change. Luersen still to follow up.
				Apr. 2014 – No Change. Luersen still to follow up.
				May 2014 – No Change. Luersen still to follow up.
				Jun. 2014 – No Change. Luersen wants to let the new board to settle in and will follow up in August with Bud Craiger.
				Jul. 2014 – No Change.
				<b>Nov. 2014</b> – No Change.
				<b>Dec. 2014</b> - Luersen to work with Swinford to get the stalled
				status moving.
				Jan. 2015 - Luersen relays Sign shop information and past

## April ARB Tasking Status

Task Description	Owner	Date Started	Status	Chronologic Detail
Commercial Foreing	Marchant and ADD	December	On Hold	designs to Swinford. Feb. 2015 – No Meeting Mar. 2015 – Initial sign package emailed to Swinford from Luersen May 2015 – No change. Jun. 2015 – No change. Jul. 2015 – Status to be updated at July meeting.
Commercial Fencing	Marchant and ARB staff	December 2014	On Hold	<ul> <li>Jan. 2014 – A COA for a commercial Fence, led to the discussion that commercial fences are not addressed in the ARB Guidelines. With the changes of the Historic district overlay, and comp-plan review, the ARB Guidelines will need to be updated. To that note, it was determined to begin outlining acceptable commercial fencing to include with the guideline changes.</li> <li>May 2014 – On hold until Historic District overlay is determined, requiring Guideline changes.</li> <li>Jun. 2014 – District overlay was voted down by Haymarket Town Board. Will keep this on hold until new Board Liaison gives direction.</li> </ul>

# Town Welcome Sign Project Request

Proposed by the ARB December 3, 2012



## **Request Purpose**

The ARB has seen the town and its surrounding communities quickly grow in the past two decades and stall due to economic influence. The ARB sees the growth beginning again, but knows that the town will develop at a slower and more controlled rate than its surrounding communities due to the historic protective measures put in place by the council to foster an old town ambience. To help identify the boundaries that separate our town from these faster developing communities and to help brand us as a historic town as well as promote a warm greeting to all visitors, the ARB would like to formally request that the town council consider investing in town welcome signs. The ARB has already started the initial phase of this project as presented in this packet by identifying what we believe to be the entry points of concern, and sign concepts for these entryways. If you have any questions or concerns, feel free to contact the ARB Liaison or ARB Chair.

## 8.1.b

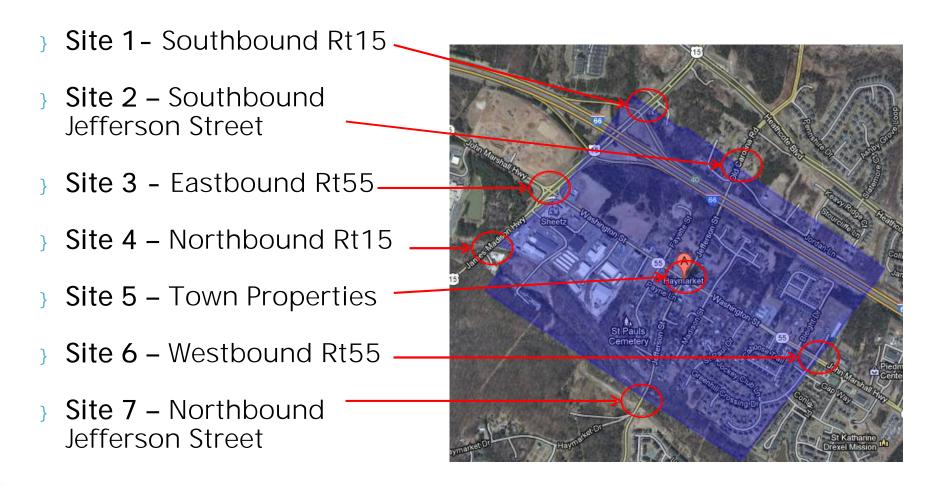
## **Concept Overview**

- The ARB has identified 6 entryways into the town and proposes a sign plan for Town owned properties.
- 3 The Westerly side of town is considered the "Gateway" because of Rt15 and I66 access. There are three entry points associated with the Gateway.
- The North and South entryways are considered as secondary entry points since entry is through a secondary road.
- 3 The Easterly entryway is considered a primary entry point but should be limited in scale do to its residential zoning.
- Figure 3: Two of the Westerly entryways can be immediately addressed; while the third entry point will need VDOT planning and coordination.



## 8.1.b

## **Proposed Sign Locations**



Packet Pg. 36

# Site 1 – Sign Concept

- With the construction of the Rt15/66 Interchange three years away, only a preliminary concept can be proposed for the Southbound Rt15 entrance. Rt15 will be developed as a major thoroughfare and therefor, will need prominent signage. The ARB presently has two ideas:
  - Add a welcome sign to the overhead signage used to direct on/off ramp traffic.
    - Pro's closer to the property line, Cheaper
    - Con's Signage type (overhead, roadside, ....) and ownership maybe outside Town control
  - Build in a welcome message to the Fly-over
    - Pro's more appealing
    - Con's could get blocked by other signage, further from property line, expensive

Note: This concept will need to be negotiated now with VDOT to get worked into the design of the Interchange







# Site 2 and 7 – Sign Concept

The ARB does not consider the north and south bound entryways of Jefferson street as major entry ways into town. Therefor, the ARB feels that a simple and more subtle approach should be taken here. Presently, there is a green corporate limits sign, but the ARB feels it is easily missed and does not present the branding of the town. We feel that another sign should be added that compliments the corporate limits sign yet together would stand out more and help enforce the town branding.



Alone







## Site 3 – Sign Concept

The eastbound entryway of Rt15 poses a challenge. With the presence of strip malls at all four corners, there will be too many details for an appropriate sized sign to be noticed. Therefor, the ARB feels a small sign the is placed above the street lights will give the most impact.





## Site 4 – Sign Concept

 When entering the town northbound on Rt15, the town sign will need to contend with the Railroad tracks and industrial buildings.
 Therefore, the ARB feels that a more prominent sign is needed here.
 We based our concept on the present Loudon county welcome sign located at Rt15 and Bull Run waterway.







## Site 5 – Sign Concept

3 The ARB felt that Town owned properties should be included within this request, because a town branding is being formed. As the welcome sign design becomes final, a town owned property sign will be designed to match the theme and placed

at each building site, identifying the buildings.







## Site 6 – Sign Concept

Since the westbound entrance of Rt55 is primarily a residential entrance, the ARB prefers to keep the details of the sign presently in place. However, we feel it is subtly hidden and feel another one should be added to the other side of the street as well. This will allow the signs to stand out a little more. Plus, a "Leaving Haymarket, come again" message can be added to the town facing side of the signs, to add to the theme. Presently, the existing sign is down and in storage. We recommend replacing it as well as adding the new addition.



## Next Steps Needed from Council

} The next steps for council to consider:

- Approval to continue with the Project (including scheduling and funding discussions)
- Acceptance of the recommended sign locations
- Acceptance of the sign concepts
- Acceptance of the sign Designs
- Approval to build, install, and acceptance to maintain signs.

